

Tuesday, March 8, 2022
Electronic City Council Meeting

7:00 P.M.
2093rd 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/81638778432>

Or you may call this number to listen: 1-669-900-9128 ID# 816 3877 8432 Phone controls: *6 - toggle mute/un-mute and *9 - raise hand

1. Opening Items.

Subject :	1.01 Call To Order
Meeting :	Mar 8, 2022 - Electronic City Council Meeting
Category :	1. Opening Items.
Access :	Public
Type :	Procedural

Public Content

Mayor Hernández will call the meeting to order.

Subject :	1.02 Roll Call
Meeting :	Mar 8, 2022 - Electronic City Council Meeting
Category :	1. Opening Items.
Access :	Public
Type :	Procedural

Public Content

Mayor Via Web Norma L. Hernández

Paul T. Jessup,

Michael Cleveland,

Loren Peterson,

Council Members Via Web Tito Espinoza Jr.,

Melodie Williams,

[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 : 1.03 Pledge of Allegiance
Meeting : Mar 8, 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."

Subject : 1.04 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 : Mar 8, 2022 - Electronic City Council Meeting
Category : 1. Opening Items.
Access : Public
Type : Information

Public Content

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

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 \(224 KB\)](#)

2. Consent Agenda.

Subject :	2.01 AB 22055 - Approve Agenda for March 8, 2022
Meeting :	Mar 8, 2022 - Electronic City Council Meeting
Category :	2. 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 :	2.02 AB 22056 - Approve Council Minutes from February 22, 2022
Meeting :	Mar 8, 2022 - Electronic City Council Meeting
Category :	2. Consent Agenda.
Access :	Public

Type : Action (Consent), Minutes
Minutes : [View Minutes](#) for Feb 22, 2022 - Electronic City Council Meeting

File Attachments

[2022-02-22_Council_Minutes_Draft.pdf \(980 KB\)](#)

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 : 2.03 AB 22057 - Approve Council Minutes from March 1, 2022 Workshop
Meeting : Mar 8, 2022 - Electronic City Council Meeting
Category : 2. Consent Agenda.
Access : Public
Type : Action (Consent), Minutes
Minutes : [View Minutes](#) for Mar 1, 2022 - Electronic City Council Workshop

File Attachments

[2022-03-01_Council_Minutes_Workshop_Draft.pdf \(937 KB\)](#)

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 : 2.04 Excuse Absence of Council Member Boyle
Meeting : Mar 8, 2022 - Electronic City Council Meeting
Category : 2. 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 :	2.05 Approve Consent Agenda - Our adopted rules of Parliamentary Procedure, The Standard Code of Parliamentary Procedure, provide for a consent agenda listing several items for approval of the Council by a single motion. Most of the items listed under the consent agenda have gone through previous review either during the budget process, at a workshop, or by subcommittee review and recommendation. Documentation concerning these items has been provided to all Council Members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any Council Member.
Meeting :	Mar 8, 2022 - Electronic City Council Meeting
Category :	2. Consent Agenda.
Access :	Public
Type :	Action (Consent)
Recommended Action :	Motion to approve the consent agenda

Consent

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

3. Presentations.

Subject :	3.01 AB 22058 - Blue Zones Tobacco Free City Presentation - Meghan DeBolt
Meeting :	Mar 8, 2022 - Electronic City Council Meeting
Category :	3. Presentations.
Access :	Public
Type :	Discussion, Information

File Attachments

[City of College Place Event Permitting one pager.pdf \(57 KB\)](#)

[CP City Council 3.8.2022.pdf \(1,994 KB\)](#)

[FINAL City of College Place Resolution support BZP and encouraging healthy options.pdf \(139 KB\)](#)

[Final tobacco free city events ordinance CP.pdf \(139 KB\)](#)

4. Public Hearings-None.

5. Action Items.

Subject :	5.01 AB 22059 - Blue Zones Project Resolution of Support for Healthy Community - Mr. Rizzitiello
Meeting :	Mar 8, 2022 - Electronic City Council Meeting
Category :	5. Action Items.
Access :	Public
Type :	Action
Preferred Date :	Mar 08, 2022
Fiscal Impact :	No
Recommended Action :	Motion to adopt Resolution No 22-018 which supports the Blue Zones Project Walla Walla Valley

Public Content

The Blue Zones Project Walla Walla Valley kickstarted in 2021 and is a three project to instill healthy living.

The Blue Zones Project website is located here: <https://wwwvalley.bluezonesproject.com/home>

File Attachments

[WWV_Blueprint_FINAL for Print.pdf \(6.005 KB\)](#)

[Res_No_22-018_Blue_Zones_Project_Support-City_Events-Departments_2022-03-08.pdf \(167 KB\)](#)

Subject :	5.02 AB 22060 - SE Tamaurson Rd Speed Study - Mr. Rizzitiello
Meeting :	Mar 8, 2022 - Electronic City Council Meeting
Category :	5. Action Items.
Access :	Public
Type :	Action
Preferred Date :	Mar 08, 2022
Fiscal Impact :	No
Recommended Action :	Motion to adopt Resolution No 22-019 which directs staff to adjust the speed limit on Tamaurson Rd within the city limits from 25 mph to 35 mph based on the findings of the DKS Speed Study.

Public Content

The draft report will be available to partner agencies August 13th, 2021. It was determined the corridor needed analysis due to increased traffic volumes due to SR 125/Plaza Way construction and increased development.

The City of Walla Walla, College Place, and Walla Walla County authorized DKS Associates to conduct a speed assessment of the Tamaurson Rd corridor from Fern Avenue to State Route 125. The Utilities & Transportation Advisory Commission received a presentation on this speed study during the November 15th, 2021 meeting. Committee members were receptive to the uniform 35 mph suggested speed as noted on slide 9 of the slide show. This item was reviewed at the March 1st, 2022 City Council Workshop.

File Attachments

[City of College Place City Council PPT March 9 2022.pdf \(1.087 KB\)](#)
[20210913 Walla Walla Speed Zone Study Report Revised.pdf \(3.092 KB\)](#)
[Res_No_22-019_Taumarson_Road_Speed_2022-03-08.pdf \(150 KB\)](#)
[Walla Walla Speed Limit Study_11.08.2021.pdf \(1.332 KB\)](#)

Subject :	5.03 AB 22061 - Resolution Approving Award of CDBG Engineering Contract with Anderson Perry Engineers - Mr. Rizzitiello
Meeting :	Mar 8, 2022 - Electronic City Council Meeting
Category :	5. Action Items.
Access :	Public
Type :	Action
Preferred Date :	Mar 08, 2022
Fiscal Impact :	Yes
Dollar Amount :	\$90,000.00
Budgeted :	Yes
Budget Source :	2021 CDBG Grant for Sidewalks
Recommended Action :	Motion to adopt Resolution No 22-020 which authorizes the City Administrator to sign a contract with Anderson Perry Engineering for sidewalk engineering on 6th & 8th Streets in an amount not to exceed \$90,000.

Public Content

The City obtained a Community Development Block Grant from the State in the amount of \$341,184 to engineer and construct about 1,800 feet of sidewalk.

The City obtained a State CDBG Grant for engineering and sidewalks on SW 6th (Davis to College) and SW 8th (Bade to College). The City advertised this project via the website, social media, and the Union-Bulletin. Anderson Perry was the only submittal on this project. They have previously engineered the CDBG sidewalks on SW Davis, SW Bade, and SW 12th.

File Attachments

[Res_No_22-020_CDBG_Sidewalk_Engineering_6th&8th_St_2022-03-08.pdf \(149 KB\)](#)
[Agreement.pdf \(818 KB\)](#)
[SW8th_BadeCollege.pdf \(2.758 KB\)](#)
[SW6th_BadeCollege.pdf \(3.078 KB\)](#)
[SW6th_DavisBade.pdf \(3.369 KB\)](#)
[2022 Sidewalk Design Project - AP.pdf \(9.454 KB\)](#)

[GrantManagement_2022_RSQ_Final.pdf \(9.626 KB\)](#)

Subject :	5.04 AB 22062 - Creation of a Walla Walla Valley Creative District (Walla Walla and College Place) - Mr. Rizzitiello
Meeting :	Mar 8, 2022 - Electronic City Council Meeting
Category :	5. Action Items.
Access :	Public
Type :	Action
Preferred Date :	Mar 08, 2022
Fiscal Impact :	No
Recommended Action :	Motion to adopt Resolution No 22-021 which permits the City Administrator to submit a joint application on Walla Walla Valley Creative District with ArtWalla, City of Walla Walla, and other partners.

Public Content

The Creative District process was created by RCW 43.46.100 in 2017. Since that time over 11 Creative Districts exist in the State. This was recommended for approval at the February 7th, 2022 Economic Development, Tourism, and Events Commission meeting.

The Creative District program is an initiative/program of Arts Washington (Washington Arts Council). It is a process to be allowed into the Creative District program. Since its start 11 Creative Districts exist with the nearest being Kennewick. Creative Districts are corridors where a variety of theater and arts establishments /programs exist. If accepted to this program it allows for unique signage, entry into a statewide directory, state capital grant program for arts (public art, events, etc), and assists when requesting legislative appropriations. We are proposing to turn in a joint application with Walla Walla. However, if it hits a roadblock then the City would like to apply for it on its own. To be eligible for grant funds in the next biennium through the State Capital Arts account we need to act on this this year. This concept was approved for recommendation by both the Economic Development Commission and the Park, Arbor, and Recreation Board during their February 2022 meetings. This concept was heard by the City Council during its March 1st, 2022 workshop.

File Attachments

[Res_No_22-021_Creative_District_WWValley_2022-03-08.pdf \(136 KB\)](#)
[GIS_PrintOutPDF_EconomicDevelopment_CreativeDistrict2112022.pdf \(5.401 KB\)](#)
[EconomicDevelopment_Projects_CreativeDistrict_Presentation.pdf \(1.747 KB\)](#)
[EconomicDevelopment_Projects_CreativeDistrict_Handout.pdf \(326 KB\)](#)
[EconomicDevelopment_Projects_CreativeDistrict_Guidelines.pdf \(609 KB\)](#)
[EconomicDevelopment_Projects_CreativeDistrict_Toolkit.pdf \(478 KB\)](#)
[EconomicDevelopment_Projects_CreativeDistrict_SHB1183.pdf \(95 KB\)](#)

Subject :	5.05 AB 22063 - SEEK Grant Subcontracts Authorization Resolution - Mr. Rizzitiello
Meeting :	Mar 8, 2022 - Electronic City Council Meeting
Category :	5. Action Items.
Access :	Public
Type :	Action

Preferred Date :	Mar 08, 2022
Fiscal Impact :	Yes
Dollar Amount :	\$216,375.00
Budgeted :	No
Budget Source :	SEEK Grant Funding
Recommended Action :	Motion to adopt Resolution No. 22-022 which authorizes the City Administrator to sign the proposed subcontracts for SEEK grant funded youth recreation programs with College Place Public Schools, Sonbridge, and Walla Walla Campfire.

Public Content

The City pursued this grant program through the State, Association of Washington Cities, and the Washington Park Recreation Association to fund youth recreation activities in the Summer which is funded by Federal pass through COVID dollars to the State. This grant was accepted via Resolution #22-014 adopted on February 23rd, 2022.

This grant agreement funds the following programs at the following amounts:

- College Place Public Schools intramural summer sports programs: \$134,000
- Campfire: \$50,000
- Sonbridge: Hispanic Youth Leadership Committee and Scholarships for Valley Camps Programs: \$32,375.

File Attachments

[Res_No_22-022_Authorize_the_SEEK_Grant_Subcontracts_2022-03-08.pdf \(151 KB\)](#)

[CPPS_Final.pdf \(1.717 KB\)](#)

[Campfire_FinalAgreement.pdf \(1.864 KB\)](#)

[Sonbridge_Final.pdf \(1.720 KB\)](#)

Subject :	5.06 AB 22064 - Resolution Accepting Grant from State of Washington Department of Commerce Solar Program - Mr. Rizzitiello
Meeting :	Mar 8, 2022 - Electronic City Council Meeting
Category :	5. Action Items.
Access :	Public
Type :	Action
Preferred Date :	Mar 08, 2022
Fiscal Impact :	Yes
Dollar Amount :	\$175,000.00
Budgeted :	No
Budget Source :	State of Washington Department of Commerce Solar Grant
Recommended Action :	Motion to adopt Resolution No. 22-023 which authorizes acceptance of State of Washington Department of

Commerce Solar Grant in amount of \$175,000 for construction of solar array and allows City Administrator to sign grant documents.

Public Content

The City has been pursuing a variety of grants since 2018 to construct a solar array adjacent to the East Side Booster Tanks.

The City was recently awarded a grant from State of Washington Department of Commerce in the amount of \$175,000 for construction of the solar array.

File Attachments

[Res_No_22-023_State_Dept_of_Commerce_Solar_Array_Grant_Acceptance_2022-03-08.pdf \(148 KB\)](#)
[22-92501-104_CollegePlace_Solar_Draft1 \(00000002\).pdf \(558 KB\)](#)

Subject :	5.07 AB 22065 - Interlocal Agreement with Walla Walla County for Certified Acceptance Services on SW Mojonnier Rd Project - Mr. Rizzitiello
Meeting :	Mar 8, 2022 - Electronic City Council Meeting
Category :	5. Action Items.
Access :	Public
Type :	Action
Fiscal Impact :	No
Recommended Action :	Motion to adopt Resolution No 22-024 which permits the Mayor to sign Interlocal Agreement with Walla Walla County for Certified Acceptance Services pertaining to SW Mojonnier Rd Project.

Public Content

The City obtained a grant from the Walla Walla Valley Metropolitan Planning Organization for \$711,000 to conduct final engineering on SW Mojonnier Rd from College Avenue to Bluvue Lane.

The City is not a certified acceptance agency for WSDOT. As such we need an agreement with an agency that is. Walla Walla County is willing to do so.

File Attachments

[Res_No_22-024_Mojonnier_Road_Reconstruction_CA_Agency_Agreement_2022-03-08.pdf \(192 KB\)](#)

Subject :	5.08 AB 22066 - Resolution of Support for College Place School District Pursuit of State Recreation Conservation Office Grant - Mr. Rizzitiello
Meeting :	Mar 8, 2022 - Electronic City Council Meeting
Category :	5. Action Items.
Access :	Public

Type :	Action
Preferred Date :	Mar 08, 2022
Fiscal Impact :	No
Recommended Action :	Motion to approve Resolution No. 22-025 which supports College Place Public Schools submitting State of Washington Recreation Conservation Office grant applications for future park facility adjacent to future new school.

Public Content

The City is growing to the south and west. The College Place Public Schools acquired forty acres in the southwest quadrant of the City for a future school as of February 23rd, 2021.

The College Place School District is in a much better position to obtain State Recreation Conservation Office grant funds since the City has open grant agreements for the Lions Park project. The 2018 City Comprehensive Plan identified that the City is currently underparked. It identified opportunities in the southwest, west, and north areas for future park development.

File Attachments

[CPPS Article.pdf \(137 KB\)](#)

[Res_No_22-025_Supporting_CPPS_Application_for_RCO_Grant_2022-03-08.pdf \(148 KB\)](#)

Subject :	5.09 AB 22067 - Federal Fiscal Year 2022 State Homeland Security Grant Program - Mr. Rizzitiello
Meeting :	Mar 8, 2022 - Electronic City Council Meeting
Category :	5. Action Items.
Access :	Public
Type :	Action
Preferred Date :	Mar 08, 2022
Fiscal Impact :	Yes
Dollar Amount :	\$900,000.00
Budgeted :	No
Budget Source :	Allocation would come from grant if awarded.
Recommended Action :	Motion to approve Resolution No. 22-026 which authorizes and supports submittal of projects into subapplication for Walla Walla County Region 8 Homeland Security Grant Program.

Public Content

The City has several projects which fit the criteria of the Homeland Security Grant program and is in the adopted six-year Capital Facility, Equipment Replacement, and Information Technology Plans.

File Attachments

[Liz Jessee Email.pdf \(1,205 KB\)](#)

[Res_No_22-026_Supporting_Homeland_Security_Grant_Program_Project_Submissions_2022-03-08.pdf \(148 KB\)](#)

[Ord_No_21-018_2022-2027_CFP_2022-11-23.pdf \(810 KB\)](#)

[Ord_No_21-019_2022-2027_ER&R_Plan_2022-11-23.pdf \(764 KB\)](#)

[Ord_No_21-020_2022-2027_ITP_2022-11-23.pdf \(777 KB\)](#)

6. Administrative Reports.

Subject :	6.01 AB 22068 - Community Grant Program - Mr. Rizzitiello
Meeting :	Mar 8, 2022 - Electronic City Council Meeting
Category :	6. Administrative Reports.
Access :	Public
Type :	Discussion, Information

Public Content

The City Council created a Community Grant Program in 2020.

The City received four applications. Per the program the Economic Development Commission as well as the Park Board rank applications and provide recommendations to the City Council. The Recommended awards per EDTEC and PAR Board is as follows:

- BMAC: \$2,500
- WWU-Enactus: \$1,000
- WWVA: \$1,000
- WWU-CHE: \$500

File Attachments

[Council_CommunityGrantProgram_2022_BMACApplication.pdf \(148 KB\)](#)

[Council_CommunityGrantProgram_2022_Enactus.pdf \(160 KB\)](#)

[Council_CommunityGrantProgram_2022_WWVA.pdf \(845 KB\)](#)

[Council_CommunityGrantProgram_2022_CHE.pdf \(83 KB\)](#)

[Council_CommunityGrantsProgram_2022_Totals.pdf \(71 KB\)](#)

7. Informational Reports-None.

8. Executive Session-None.

9. Closing Items.

Subject :	9.01 Good of the Order?
Meeting :	Mar 8, 2022 - Electronic City Council Meeting
Category :	9. Closing Items.
Access :	Public
Type :	Discussion, Information

Subject :	9.02 Adjournment
Meeting :	Mar 8, 2022 - Electronic City Council Meeting
Category :	9. Closing Items.
Access :	Public
Type :	Action
Recommended Action :	Motion to adjourn the meeting

Electronic City Council Meeting (Tuesday, February 22, 2022)*Generated by Lisa Neissl on Tuesday, February 22, 2022***1. Opening Items.**Procedural: 1.01 Call To Order**Mayor Hernández called the meeting to order at 7:01 PM.**Procedural: 1.02 Roll Call

PRESENT:

Mayor – Via Web Norma L. Hernández

Council Members – Via Web Paul Jessup, Michael Cleveland, Loren Peterson (left at 8:20), Tito Espinoza Jr., Monica Boyle

Administrator, Mike Rizzitiello; Finance Director, Brian Carleton (joined at 7:18); Deputy Finance Director, DaShari Schmick

Staff – Via Web Public Works Director, Robert McAndrews; HR Manager, Shawn Doering(left at 7:22); City Clerk, Lisa Neissl; Deputy City Clerk, Sherri St. Clair

MEMBERS EXCUSED: Melodie Williams, Heather Schermann

MEMBERS ABSENT:

Procedural: 1.03 Pledge of AllegianceInformation: 1.04 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.

None.

2. Consent Agenda.Action (Consent): 2.01 AB 22039 - Approve Agenda for February 22, 2022Action (Consent), Minutes: 2.02 AB 22040 - Approve Council Minutes from February 8, 2022Action (Consent): 2.03 AB 22041 - Public Employees Union ContractAction (Consent): 2.04 AB 22042 - 2022 Salary Ordinance Update - 2Action (Consent): 2.05 AB 22043 - January 2022 Check Register and FinancialsAction (Consent): 2.06 Excuse Absence of Council Member Williams and SchermannAction (Consent): 2.07 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.**Council Member Cleveland made a motion to approve the consent agenda. Second by Council Member Boyle and the motion passed 5-0.****3. Presentations.**Discussion, Information: 3.01 AB 22044 - Eagle Scout Project - Flag Drop Box -

Joshua Courtney presented on his Eagle Scout Project which will be a drop box located at City Hall near the mailbox and other drop boxes for people to bring worn US Flags to be disposed of properly. He is working with the American Legion post in Walla Walla. The Scouts will collect the flags so the proper disposal ceremony can be performed.

4. Public Hearings-None.**5. Action Items.**Action: 5.01 AB 22045 - Sky/Mountain View Water Main Replacement Project Award -

Mr. McAndrews reported on the bidding process for the Sky/Mountain View water main replacement, spoke about funding options, and noted that staff recommends approval the bid with additive alternate 1 by POW Contracting.

Discussion ensued.

Council Member Boyle made a motion to adopt Resolution No. 22-010 which awards the bid for the Mountain View Waterline project to POW Contracting. Second by Council Member Jessup and the motion passed 5-0.

Action: 5.02 AB 22046 - 2022 Sewer CIPP Project Award -

Mr. McAndrews reported on the Cured-in-Place-Pipe project for 2022 and recommended award of the bid to Iron Horse LLC who was the low bidder.

Discussion ensued.

Council Member Peterson made a motion to adopt Resolution No. 22-011 which awards the bid for the 2022 Sewer CIPP Project to Iron Horse LLC. Second by Council Member Cleveland and the motion passed 5-0.

Action: 5.03 AB 22047 - TransAlta Grant Award Acceptance Resolution -

Mr. Rizzitiello reported on a grant award from TransAlta to assist with the funding for the Eastside solar array. He spoke about the various funding sources for the project and requested that Council authorize acceptance of this grant.

Discussion ensued.

Council Member Espinoza made a motion to adopt Resolution No. 22-012 which authorizes acceptance of Transalta Grant in amount of \$202,909 for construction of solar array and allows City Administrator to sign grant documents. Second by Council Member Boyle and the motion passed 5-0.

Action: 5.04 AB 22048 - McKinstry Solar Array at East Side Booster Tank site -

Mr. Rizzitiello requested authorization to execute the contract with McKinstry to construct the solar array mentioned in the previous item now that all funding is now available.

Discussion ensued.

Council Member Jessup made a motion to adopt Resolution No. 22-013 which permits City Administrator to sign contract with McKinstry in amount not to exceed \$508,899 (\$497,909 Solar Array Construction + \$10,990 IGA). Second by Council Member Peterson and the motion passed 5-0.

Action: 5.05 AB 22049 - FY 2022 SEEK Grants Acceptance Resolution -

Mr. Rizzitiello reported on the Summer Experiences & Enrichment for Kids grant which will be routed through the City to three local organizations to provide youth recreation programming in College Place for the summer of 2022. Once the City accepts the grant, those three organizations will sign grant agreement contracts with the City.

Discussion ensued.

Council Member Jessup made a motion to adopt Resolution No. 22-014 which authorizes City Administrator to sign the grant agreement for FY 2022 Summer Experiences & Enrichment for Kids (SEEK) grant for expansion of youth recreation programs in the City of College Place. Second by Council Member Cleveland and the motion passed 5-0.

Action: 5.06 AB 22050 - Economic Development Fliers for FY 2022 -

Mr. Rizzitiello requested approval of the proposed economic development fliers that staff will use to promote development in the City during this fiscal year.

Council Member Espinoza made a motion to adopt Resolution No. 22-015 which grants permission for city staff to use economic development fliers for marketing efforts throughout FY 2022. Second by Council Member Peterson and the motion passed 5-0.

Action: 5.07 AB 22051 - Broadband Collaboration between Cities of College Place and Walla Walla -

Mr. Rizzitiello requested approval of the proposed resolution instructing staff to work cooperatively with the City of Walla Walla in an effort to gain funding for broadband improvements in the cities as discussed at the joint council meeting held on January 31st.

Discussion ensued.

Council Member Cleveland made a motion to adopt Resolution No. 22-016 which directs interlocal collaboration with City of Walla Walla on Broadband Matters. Second by Council Member Boyle and the motion passed 5-0.

Action: 5.08 AB 22052 - Wildhorse Foundation Grant Support Resolution -

Mr. Rizzitiello requested authorization to submit a grant application to the Wildhorse Foundation to fund two additional security line camera systems to be located at the intersections of Meadowbrook & Lamperti as well as NE C Street adjacent to the entrances of Home Depot and Goodwill.

Discussion ensued.

Council Member Boyle made a motion to approve Resolution No. 22-017 which supports grant application for \$20,000 to acquire two (2) Security Lines Camera Systems. Second by Council Member Espinoza and the motion passed 5-0.

6. Administrative Reports.

Discussion, Information: 6.01 AB 22053 - Meadowbrook Traffic Delineation and Signage at Southern Walmart Entrance -

Mr. McAndrews reported on a plan to make adjustments to the southern entrance of Walmart where traffic comes from the highway and makes an illegal left turn into that entrance. He noted that the plan is to use delineators removed from the cycle track on Academy Way to block that left turn and still allow traffic flow from the other directions.

Discussion ensued and the consensus was this is a good solution to the problem.

Discussion, Information: 6.02 AB 22054 - Fourth Quarter 2021 Capital Expenses -

Mr. Carleton & Ms. Schmick reviewed the fourth quarter of 2021 capital expenditures.

Discussion ensued.

7. Informational Reports. The following report was included in the packet for review:

Information: 7.01 CPPD Monthly Report

8. Executive Session-None.

9. Closing Items.

Information: 9.01 Good of the Order - There was some discussion on recent robberies in the area.

Action: 9.02 Adjournments

Council Member Cleveland made a motion to adjourn the meeting at 8:37 PM. Second by Council Member Boyle 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 February 22, 2022. Further detail may be obtained by reviewing the actual audio recording made during this session.

Electronic City Council Workshop (Tuesday, March 1, 2022)*Generated by Lisa Neissl on Tuesday, March 1, 2022***1. Opening Items.****Procedural: 1.01 Call To Order****Mayor Hernández called the meeting to order at 5:30 PM.****Procedural: 1.02 Roll Call****PRESENT:**

Mayor – Via Web Norma L. Hernández

Council Members – Via Web Paul Jessup, Michael Cleveland, Loren Peterson, Melodie Williams, Heather Schermann, Monica Boyle

Staff – Via Web Administrator, Mike Rizzitiello; Finance Director, Brian Carleton; Engineering Consultant, Alex Fazzari of JUB Engineering (left at 6:13); HR Manager, Shawn Doering(left at 6:20); City Clerk, Lisa Neissl; Deputy City Clerk, Sherri St. Clair

MEMBERS EXCUSED: Tito Espinoza Jr.

MEMBERS ABSENT:

Procedural: 1.03 Pledge of Allegiance**2. Workshop Topics.****Discussion, Information: 2.01 Wastewater Treatment Plant Update -**

Alex Fazzari of JUB Engineers provided an update on plans for the updates to the wastewater treatment plant. He also spoke about a new option that is being looked at which would include a partnership with the Port of Walla Walla and City of Walla Walla.

Discussion ensued.

Discussion, Information: 2.02 SE Taumaron Road Speed Study -

Mr. Rizzitiello reported on the speed study done on Taumaron Road in which DKS Associates has made a recommendation to the County, City of Walla Walla, and City of College Place to adjust the speed limits to 35 along the corridor everywhere other than the school zone between Cottonwood and Fern.

Discussion ensued.

Discussion, Information: 2.03 Creation of a Walla Walla Valley Creative District (Walla Walla and College Place) -

Mr. Rizzitiello reported on a possible creative district partnership between College Place and Walla Walla to open some additional funding options for public art in the district boundaries.

Discussion ensued.

Discussion, Information: 2.04 Ambulance Utility - Rate Options -

Mr. Carleton reported on rate options for determining what a "unit" would be for assessing fees for a new ambulance utility.

After considerable discussion, Council requested staff look at another option and bring it back for further consideration.

3. Closing Items.**Action: 3.01 Adjournment**

Council Member Cleveland made a motion to adjourn the meeting at 7:22 PM. Second by Council Member Williams and, with no objection, the meeting adjourned.

Approved:

Norma L. Hernández –
Mayor

Attest:

Lisa R. Neissl – City Clerk

The foregoing minutes are the official record of the City Council workshop that occurred March 1, 2022. Further detail may be obtained by reviewing the actual audio recording made during this session.

City of College Place

Tobacco-Free Event Permitting Proposal

PROPOSAL

Ban smoking, vaping & nicotine products at City-permitted events.

WHY



Protect community members from secondhand smoke exposure

Limit exposure to negative health consequences from smoking/vaping

Help people who are trying to quit

2019 Permits: 6 permits issued

- 5 for Walla Walla University
- 1 for CPHS graduation

2021 Permits: 8 permits issued

- 6 for WWU/WWU Church
- 2 for Pickleball events

ENFORCEMENT Tobacco-free parks are already socially-enforced
Including on event permit application would deter smoking/vaping/nicotine use from occurring
Most 2019 and 2021 event locations were already required to be tobacco-free

THE BOTTOM LINE

Exposure to secondhand smoke has killed 2.5 million adult non-smokers since 1964. Tobacco-free environments protect the health, safety, and welfare of community members. This policy would require little from the City but protect the lungs of community members for generations.

BLUE ZONES PROJECT WALLA WALLA VALLEY



BLUE ZONES PROJECT

BLUE ZONES

LONGEVITY HOTSPOTS

LOMA LINDA
CALIFORNIA

NICOYA
COSTA RICA

SARDINIA
ITALY

ICARIA
GREECE

OKINAWA
JAPAN

BLUE ZONE LIFE LESSONS



MOVE NATURALLY



RIGHT TRIBE



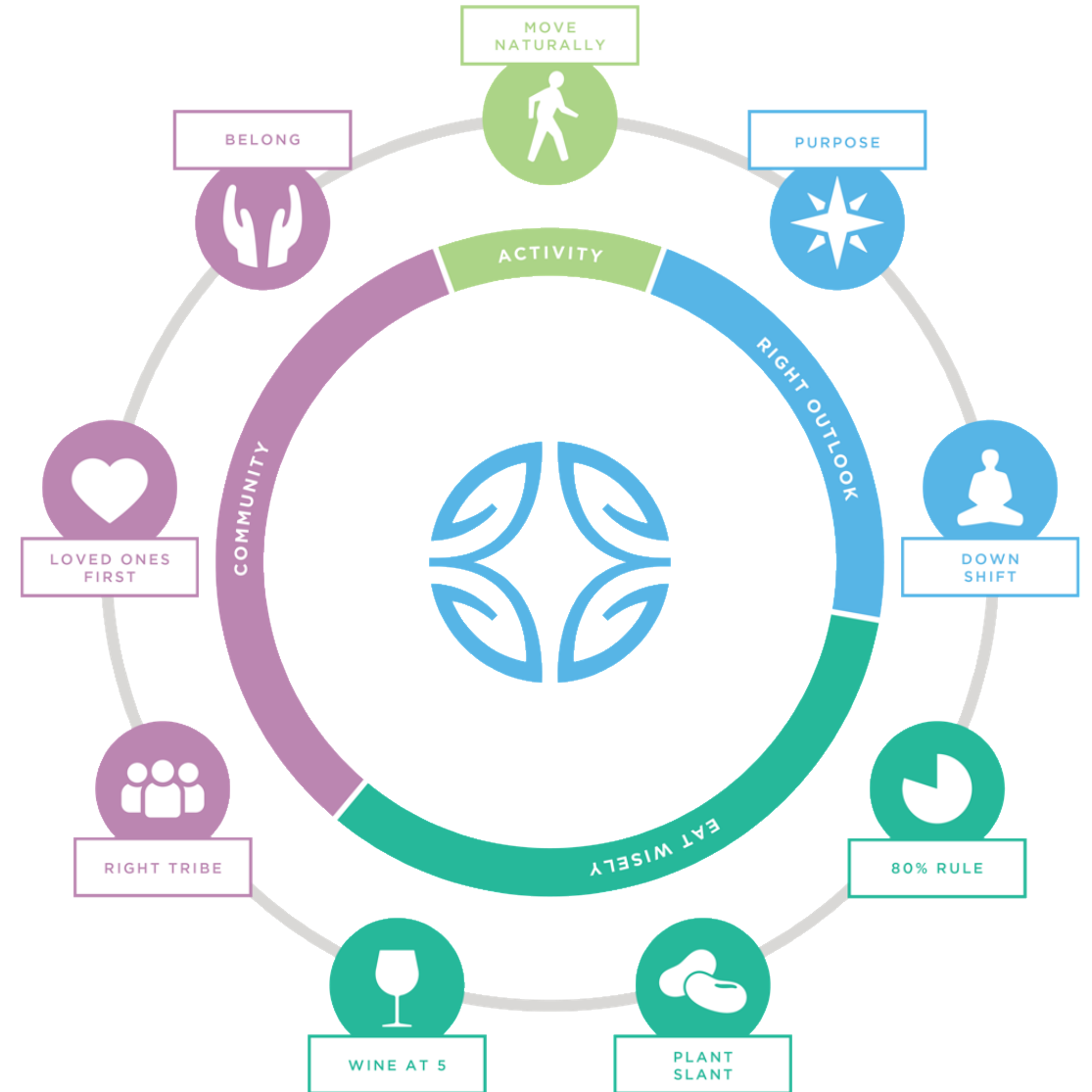
RIGHT OUTLOOK



EAT WISELY

POWER 9[®]

Lessons for living longer, better



LIFE RADIUS

Blue Zones Project works to improve what we call the **life radius**, the area around a person's home where they spend most of their time.





Summary of Key Findings

66.8

Overall Wellbeing
Score¹

Healthcare and
resources access are a
strength for Walla
Walla Valley

Social and Physical
Well-Being are
Strongest Areas

Higher poverty rate and
higher percent
receiving SNAP benefits

Stress Management, FV
Consumption, BMI are
Most Prevalent Health
Risks

High rates of
walk/bike commuting

TOP RISK FACTORS BY PREVALENCE

1. Stress
2. Sitting for long periods of time
3. Low rates of exercise using weights
4. Low fruit and vegetable consumption
5. High BMI

1. Overall measure of the population's wellbeing across physical, social, community, financial, and purpose wellbeing dimensions.

Community Transformation Process



DEVELOPMENT

- Preliminary community assessment (2-day visit)
- Focus groups, 1:1's
- Presentations
- Sponsor identification and ROI analysis

FOUNDATION PHASE (6 months)

- Community Input & Discovery
- Well-Being Measurement
- Coalition Building
- Training
- Blueprint Development
- Volunteer Mobilization

TRANSFORMATION PHASE (3 years)

- Implement Blueprint
- Engage people and places
- Impact policy to drive environmental change
- KPIs reported on annual basis

Certification / Sustainability Phase II

- Celebrate!
- Create and implement sustainable blueprint
- Continue impacting well-being in the community
- Showcase outcomes using Community Well-Being Index



Places work in College Place

Schools

Worksites

Restaurants

Grocery Stores



Engaging the Community!

- Bike Rodeo at Valle Lindo
- Farmer's Market Cooking Classes
- Movie Night in Lion's Park
- Walking Moais
- Volunteering with WWU

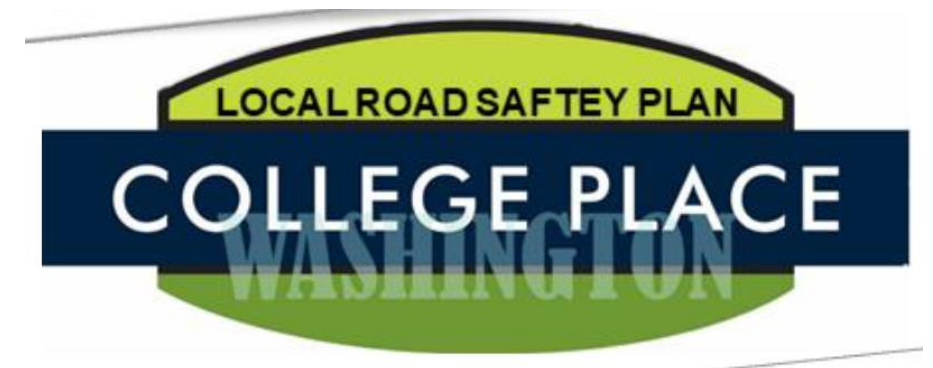


Policy –Built Environment

- 4Bikes Demonstration Project
- Local Road Safety Plan – complete!
- ADA Transition Plan – in progress
- Parking conversations with WWU
- Lions Park – fundraising and community engagement
- Regional Active Transportation Plan
- Safe Routes to School work with Davis

Upcoming:

- Complete Streets implementation plan
- Support MFTE implementation



Policy - Food

- Supporting Enactus community garden
- Healthy food and beverage language for Farmers Market application and Trunk or Treat application
- Supporting schools food work
- Developing Produce Rx program

City of College Place Event Participation Form:



1 College Place Farmers & Artisan Market 2022 Application

City of College Place 2022 College Place Farmers & Artisan Application Packet

The College Place Farmers and Artisan Market (CPFM Market) is a community farmers market in beautiful Lions Park in the City of College Place. The goals of the Farmers Markets are to provide an outlet for Washington State's farming families to directly sell their farm products and to provide farm-fresh food for consumers. The market should also be a meeting place to celebrate the diversity of our community.

Additionally, the City of College Place is committed to helping improve the health and wellbeing of our community by promoting healthy environments and events! We have also seen that community members are interested in having healthy food and beverage options. As a vendor at the Farmers Market, we encourage you to add or substitute some healthy options.

Here are a few ideas:

- Sell water and other unsweetened beverages instead of soda
- If you're going to serve soda or other sugar-sweetened beverage, limit it to a smaller size or offer a "half-sweet" option (if a homemade beverage)
- Consider serving products made with whole grains, and lots of fruits and veggies
- Offering deserts and other sweet treats in small portions or half-servings

This packet includes the "Application for Permit to Sell", the "2022 Membership Form", and the "2022 Non-Membership Daily Form".

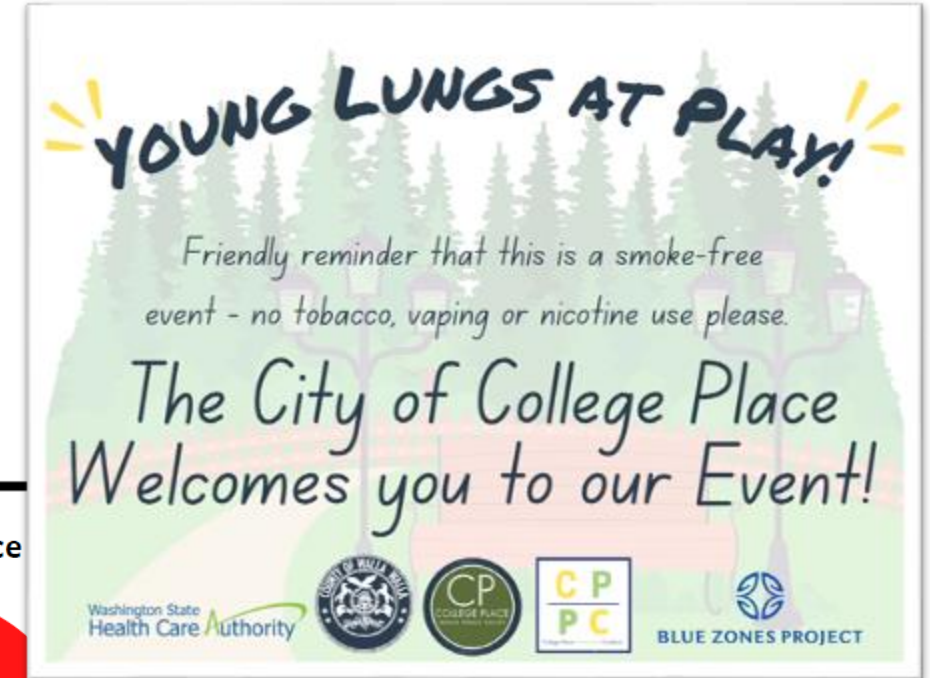
Please return your completed "Application for Permit to Sell" form and your completed membership or non-membership daily form via mail to:

Policy - Tobacco

- Tobacco-free event signage
- New signs for city parks – in the works!
- Signs at CPPS
- Supporting Prevention Coalition

Upcoming

- Tobacco-free event resolution
- Tobacco-free outdoor eating spaces



Next Steps

- Resolution of support for healthy environments and encouraging community participation in free community wellbeing programming!
- Will be introduced at March 22 meeting



604318741 City of College Place

RESOLUTION NO. 2022-XX

A RESOLUTION IN SUPPORT OF BLUE ZONES PROJECT WALLA WALLA VALLEY, PROMOTING HEALTHY ENVIRONMENTS FOR THE COMMUNITY AND CITY EMPLOYEES, AND ENCOURAGING CITY DEPARTMENTS AND PROGRAMS TO OFFER HEALTHY FOOD AND BEVERAGE OPTIONS.

WHEREAS, the City of College Place is dedicated to improving the health and wellbeing of all community members through city policies, plans and programs that will collectively improve the wellbeing and economic vitality of our community; and

WHEREAS, Blue Zones Project Walla Walla Valley is a community-wide well-being improvement initiative designed to make healthy choices easier by encouraging evidence-based, sustainable changes in community policy, social networks, and organizations including worksites, schools, restaurants, grocery stores, and community organizations; and

WHEREAS, the City of College Place is a key partner in community wellbeing and intends to become a Blue Zones Project approved worksite by providing healthy environments for city staff; and

WHEREAS, the City of College Place, as part of the Walla Walla Valley, intends to become a Blue Zones Project certified community by promoting policy, systems and environment changes that make the healthy choice the easier choice; and

WHEREAS, our nation and state face a major public health crisis in the form of rising rates of chronic disease associated with sedentary lifestyles, poor nutrition, and tobacco use, increases in type 2 diabetes, adult and childhood obesity, and cardiovascular disease, and rising healthcare costs, all of which hinder the economic vitality of our community; and

WHEREAS, secondhand smoke has been repeatedly identified as a health hazard, and the City of College Place has a unique opportunity to promote tobacco-free environments by encouraging city-permitted events to be conducted free of tobacco, nicotine and smoke; and

WHEREAS, the well-being of our residents is impacted by chronic diseases associated with sweetened beverages and diet, including type 2 diabetes, adult and childhood obesity, tooth decay and poor oral health, and, according to a recent survey, only one half of adults in the Valley eat the recommended daily serving of fruit and vegetables; and

WHEREAS, Blue Zones Project Walla Walla Valley, in collaboration with our community partners, seeks to improve the overall well-being of everyone in the Walla Walla Valley, leading to healthier, happier citizens, lower healthcare costs, and higher productivity, offering benefits for everybody; and

WHEREAS, The College Place City Council finds that healthy food and beverage environments that make healthy food and beverage choices easy and routine are desirable in order to improve the health and well-being of community members,

NOW THEREFORE, they City of Council of the City of College Place resolves as follows:

Section 1: The City Council encourages City Departments to identify and promote healthier food and beverage opportunities through food served or given away at city-sponsored events and programs. “Healthier” food and beverage options can be guided by the Washington State Department of Health Healthy Nutrition Guidelines for Meetings and Events (Appendix A) or the Blue Zones Project Healthy

Food and Beverage Guidelines (Appendix B). This includes reducing or eliminating sugar-sweetened beverages.

Section 2: Events permitted by the City of College Place should be tobacco, vape and smoke free to establish a healthy environment that will promote the wellbeing of community members.

Section 3: The City Council commits to becoming a Blue Zones Project approved worksite and encourages city staff to participate in Blue Zones Project related activities, promotions and events.

Section 4: The City Council encourages all College Place community members to participate in Blue Zones Project events and activities, which are always free and open to the public. Community members are also encouraged to participate in other activities that increase well-being such as joining or supporting a community garden, volunteering in the community and finding time to connect with loved ones.

Passed by the City Council of the City of College Place, Washington,

APPENDIX A

Washington State Department of Health Healthy Nutrition Guidelines for Meetings and Events¹

To meet the Healthy Nutrition Guidelines for Meetings and Events, choose foods and beverages that meet at least the Healthy standard. We encourage agencies to work to meeting the Healthier and Healthiest standards.

Healthy

- Provide food and beverage options that are appropriate for the attendees' dietary and cultural food needs.
- Provide water at breaks and meals—preferably tap water.
- Provide low and no calorie beverage options when you serve beverages other than water.
- Serve fruit or vegetables for all light refreshments and meals.
- Choose foods that are low in fat—especially saturated and trans fats.

Healthier

- Meet the Healthy standard.
- When you serve grains, make sure that whole grain rich options are available.
- When you serve dairy, make sure that low-fat or non-fat dairy options are available.
- When you serve proteins, make sure that lean meat and low-fat, non-meat protein options are available.
- Provide healthy portion sizes. For example, serve small or half bagels, 3–5 ounce servings of meat, and cakes and brownies in small serving sizes (2" square or smaller).

Healthiest

- Meet the Healthier standard.
- Provide at least one lower sodium option.

¹ <https://www.doh.wa.gov/CommunityandEnvironment/WorksiteWellness/HealthyNutritionGuidelines/MeetingsEvents/Guidelines>

- Lower sodium is no more than 360mg of sodium or less per snack item, 480mg of sodium or less per individual food item as served, or 900mg of sodium or less per meal.
 - Find out how to reduce sodium in meetings and events.
- Serve Washington grown foods when possible.
- Ask your caterer about providing local foods.
- Purchase foods from local farmers market.

Appendix B

Blue Zones Healthy Food and Beverage Suggestions

Adapted from the Blue Zones Food Guidelines

- Use recipes or foods that revolve around fruits, vegetables, grains, greens, and beans, and consider offering one non-meat entree.
- Limit Meat and Dairy. Serve entrees that have smaller portions of meat (such as no larger than a deck of cards). Avoid processed meats such as hot dogs, bacon, and sausages. When using cheese in a dish try ice-cube size portions, mostly to flavor foods.
- Add Beans. Try to increase the number of types of beans that are offered, including tofu, which contain high quality protein and fiber.
- Limit Sugar. Reserve cookies, cakes, and candies for special occasions or serve them in small serving sizes.
- Add Nuts. Incorporate nuts like almonds, walnuts, Brazil nuts, and peanuts into recipes. Avoid sugar-coated nuts.
- Whole Grain or Sourdough Bread. Try to serve 100% whole grain breads or sourdough bread made from live cultures and whole grain or corn tortillas over flour tortillas. Avoid white breads and wraps.
- Healthier Beverages. Offer water for free and advertise it. Unsweetened teas and coffee are great. Avoid sugar-sweetened beverages and diet sodas.
- Reduce sugar-sweetened beverages by switching to smaller sizes and adding non-sweetened beverage options like water or seltzer water.
- Encourage vendors selling food at City-sponsored or coordinated events to replace one “non-healthy” food or beverage item with a healthier item.

City of College Place, Washington

ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY OF COLLEGE PLACE AMENDING CHAPTER 12.04 OF THE COLLEGE PLACE MUNICIPAL CODE; PROHIBITING SMOKING, VAPING, TOBACCO AND UNAPPROVED NICOTINE DELIVERY DEVICE USE DURING OUTDOOR CITY-PERMITTED EVENTS; AUTHORIZING ADMINISTRATIVE INTERPRETATIONS; ADOPTING FINDINGS OF FACT; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

Commented [EB1]: Does this need to be included? Does it need to be limited to City Property? Or can it be all permitted events?

WHEREAS, secondhand smoke has been repeatedly identified as a health hazard, as evidenced by the following:

- (1) Breathing secondhand smoke is a cause of disease in healthy nonsmokers, including heart disease, stroke, respiratory disease, and lung cancer;
- (2) Secondhand smoke is responsible for as many as 3,000 deaths from lung cancer and 46,000 deaths from heart disease among nonsmokers each year in the United States;
- (3) Children exposed to secondhand smoke are at an increased risk for sudden infant death syndrome (SIDS), acute respiratory infections, ear problems, and more severe asthma;
- (4) Secondhand smoke kills more than 400 infants every year;
- (5) Scientific evidence indicates that there is no risk-free level of exposure to secondhand smoke;
- (6) The World Health Organization (WHO) estimates that tobacco kills up to half of its users, amounting to more than 8 million deaths each year worldwide, including nearly half a million people who die prematurely from smoking in the United States alone;
- (7) Since 1964, approximately 2.5 million nonsmokers have died from health problems caused by exposure to secondhand smoke; AND

WHEREAS, according to several studies conducted measuring the tobacco smoke concentrations in various outdoor settings:

- (1) Levels of secondhand smoke exposure outdoors can reach levels attained indoors depending on direction and amount of wind, as well as the number and proximity of smokers;
- (2) Irritation from secondhand smoke begins at levels as low as 4 micrograms per cubic meter. In some situations, this level can be found as far away as 13 feet from the burning cigarette;
- (3) To be completely free from exposure to secondhand smoke in outdoor places, a person may have to move nearly 25 feet away from the source of the smoke, about the width of a two-lane road; AND

WHEREAS, nonsmokers have no adequate means to protect themselves from the damage inflicted upon them by secondhand smoke and regulation of smoking at outdoor events is necessary to protect the health, safety, welfare, comfort, and environment of nonsmokers; AND

WHEREAS, smokeless tobacco is not a safe alternative to smoking and causes its own share of death and disease, as evidenced by the following:

- (1) Smokeless tobacco use can lead to nicotine addiction;
- (2) Smokeless tobacco use causes oral, esophageal, and pancreatic cancers;
- (3) Smokeless tobacco use is associated with increased risk for heart disease and stroke, and stillbirth and preterm delivery; AND

WHEREAS, the City of College Place has a unique opportunity to create and sustain an environment that supports a non-tobacco norm through a tobacco-, vaping- and nicotine-free policy, rule enforcement, and adult-peer role modeling during outdoor City-permitted events; AND

WHEREAS, parents, leaders, and officials involved in community events are role models for youth and can have a positive effect on the lifestyle choices they make; AND

WHEREAS, tobacco products, once consumed in public spaces, are often discarded on the ground requiring additional maintenance expenses, diminish the beauty of our City's parks and other city facilities, and pose a risk to toddlers and pets due to ingestion; AND

WHEREAS, according to **Chapter 12.20.060** of the City of College Place Municipal Code, the use of tobacco or unapproved nicotine delivery products (including any product containing or delivering nicotine that is not approved or certified by the United States Food and Drug Administration as a tobacco use cessation product) is prohibited in all parks; AND

WHEREAS, according to **Chapter 12.04.020** of the City of College Place Municipal Code an event permit is required to be obtained for special events activities in or upon any public street, park or other public grounds in the city with the exceptions of funeral processions; a governmental agency acting with the scope of its functions; and students going to and from school classes or participating in educational activities, providing such special events activity is authorized by the school district and is under the immediate direction and supervision of the school authorities authorized by the school district to approve and supervise such special events activity; AND

WHEREAS, in 2019 and 2021 the City of College Place issued 14 special event permits, all of which were for events in environments with minors including the high school graduation;

NOW, THEREFORE, THE COLLEGE PLACE CITY COUNCIL DOES HEREBY ORDAIN AS FOLLOWS:

Section 1 College Place Municipal Code Chapter 12.04 Revised. CPMC Chapter 12.04 shall be revised as follows [additions underlined]:

12.04.025 – Tobacco Free.

All special events activities shall be tobacco free. No tobacco smoking or chewing are permitted during special events activities, including set up and take down for any activity. No unapproved nicotine delivery products, including vaping devices, may be used during special events activities, including set up and take down for any activity.

12.04.040 – Application—Form—Required information.

C. Statement that event will be tobacco-free, that smoking and chewing tobacco and unapproved nicotine delivery products (including vaping) are prohibited during set up and take down, and during the event, and that the event organizer will enforce the tobacco free environment for the event.

Section 2 Administrative Interpretations. In the event of a conflict between this new Chapter 12.04.020 and previously adopted ordinances, this Ordinance shall prevail. The Mayor and her designee(s) are hereby authorized to make sure administrative interpretations as may be necessary to implement this Ordinance.

Section 3 Findings of Fact. The findings contained in the "WHEREAS" clauses in this Ordinance are hereby adopted as Findings of Fact that support the adoption of this revised Chapter of the College Place Municipal Code.

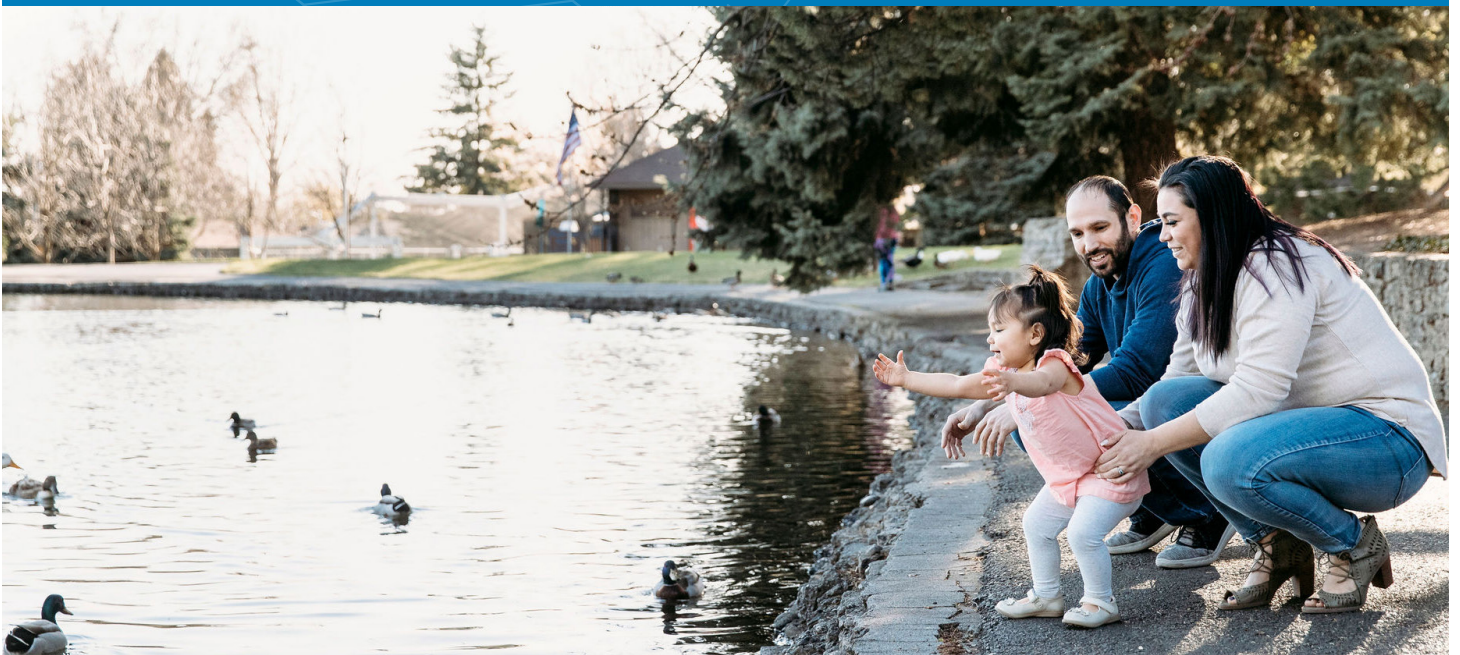
Section 5 Clerical Corrections. The City Clerk and the codifiers of this ordinance are authorized to make necessary clerical corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 6 Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 7 Effective Date. In order to provide for the orderly transition and implementation of this Ordinance, the revised Chapter 12.04.020, shall take **effect on** , provided that the City Clerk is directed to publish a summary of this ordinance, consisting of the title, at the earliest publication date.

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

WALLA WALLA VALLEY
BLUEPRINT
BLUE ZONES PROJECT
WALLA WALLA VALLEY
June 2021



BLUE ZONES PROJECT

Land Acknowledgment

Our Blue Zones Project work takes place in a landscape that encompasses the traditional territories of the Cayuse, Umatilla, and Walla Walla Peoples, who have stewarded the land and waterways in what we now call the Walla Walla Valley throughout generations and for thousands of years.

We honor and respect the enduring relationship that exists between these Peoples and the land, and we hope that through our collective efforts to cultivate a healthier and more just and resilient Walla Walla Valley, we may think and act according to their example.

POWERED BY
WALLA WALLA
UNIVERSITY WITH
SUPPORT FROM:



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About Blue Zones Project

Blue zones areas are cultures where people live measurably longer, happier lives with lower rates of chronic diseases and a higher quality of life.



Across the globe lie blue zones areas—places where people reach age 100 at an astonishing rate. People in places like Sardinia, Italy; Okinawa, Japan; and Loma Linda, California, are living vibrant, active lives well into their hundreds—and with a lower rate of chronic disease. National Geographic explorer Dan Buettner documented findings of this eight-year longevity study in his *New York Times* best-selling book *The Blue Zones—Lessons for Living Longer From the People Who’ve Lived the Longest*. He identified nine shared traits—dubbed the Power 9®—of these longevity hot spots.

Leveraging these secrets discovered in blue zones around the world, Blue Zones Project® delivers proven tools and resources to transform communities across the U.S., helping generations of people live longer, healthier, happier lives by making changes to their environments, policy, and social networks so healthy choices become the easiest to make.

You see, people spend 80 percent of their time in the same places, and those environments dictate how easy it is to make healthy choices, or how difficult. By using the Power 9 to improve where we live, work, learn, and play, we make it easier to get up and move, eat healthy, make new friends, find a reason for being—and live longer, better.

LIVING LONGER, BETTER

THE POWER 9® PRINCIPLES CAN BE GROUPED INTO FOUR CATEGORIES.

MOVE NATURALLY

Homes, communities, schools and workplaces are designed to nudge people into physical activity. Focus should be given to favorite activities, as individuals are more likely to practice them regularly.

RIGHT OUTLOOK

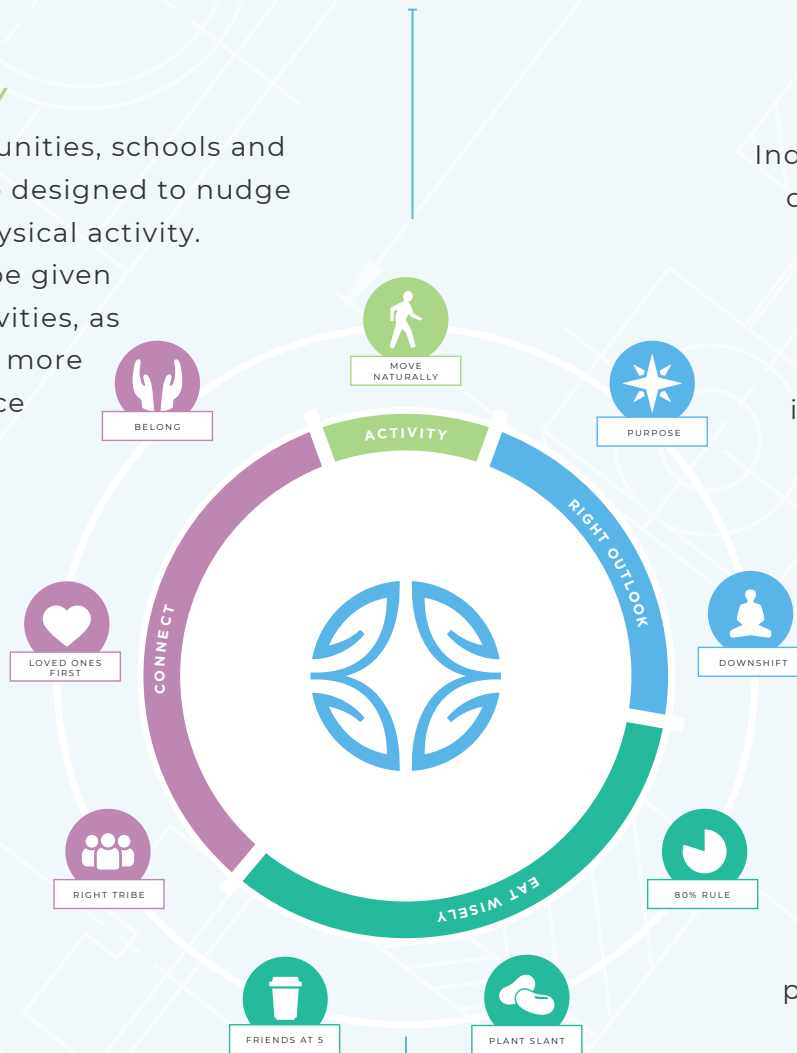
Individuals know and can articulate their sense of purpose. They also take time to downshift, ensuring their day is punctuated with periods of calm.

BELONG

Research indicates it is exceedingly important that people surround themselves with the “right” people—those who make them happy and support healthy behaviors. Put loved ones first by spending quality time with family and participating in a faith-based community.

EAT WISELY

In most cases, fad diets do not provide sustainable results. Individuals and families can use time-honored strategies for healthier eating habits, including: Using verbal reminders or smaller plates to eat less at meals; Eating a predominantly plant-based diet; For adults with a healthy relationship with alcohol, drinking a glass of wine daily.



Executive Summary



Blue Zones Project came to the Walla Walla Valley in October 2020 at the invitation of Adventist Health to support their vision to make the Walla Walla Valley an even healthier, happier, and more vibrant place to live.

Sharecare and Adventist Health share a commitment to improving the well-being of the Walla Walla Valley, thereby lowering healthcare costs, increasing productivity, and improving the economy and quality of life for all residents.

From December 2020 through March 2021, the Blue Zones Project team assessed the Valley's readiness to undertake this community-wide initiative. The team conducted a comprehensive analysis of the current state of well-being and met with local leaders and stakeholders in all sectors to learn about the strengths, challenges, and opportunities for improving well-being in the Valley. The team's findings are summarized in the Blue Zones Project Discovery Report (available upon request to Blue Zones Project team). The findings in that report were coupled with expert-led discovery meetings in the areas of built environment, tobacco, and food policy to inform this Blueprint for Blue Zones Project implementation in the Walla Walla Valley.

Blue Zones Project Community Leadership

Blue Zones Project's success depends on the leadership of community influencers across all of the sectors Blue Zones Project engages, including community planners and decision makers, schools, worksites, restaurants, grocery stores, faith-based organizations, civic and non-profit groups, and media.

The committee structure for Blue Zones Project Walla Walla Valley is below:



Steering Committee

- Civic leaders who are representative of the breadth of the community
- Individuals who have played a key role in getting things done in the community
- Individuals who are geographically representative and possess different areas of expertise

COMMITTEE



Committee Co-Chairs

- Well-connected, well-organized, and highly motivated civic people
- Individuals who show eagerness and have the leadership skills to help change the community

COMMITTEE

The Blue Zones Project Walla Walla Valley steering committee was formed in December 2020. The individuals on this committee along with committee co-chairs collectively informed the creation of this Blueprint, drawing upon Blue Zones Project's Foundation and Planning Phase findings.

In March 2021, sector committees—composed of community members focused on each of the sector areas of schools, worksites, community policy, restaurants & grocery stores, faith-based organizations, and individual engagement—will create an implementation plan for achieving the strategies outlined in this Blueprint. These sector committees—led by committee co-chairs who together compose the leadership team—will play an important role in improving community well-being by engaging organizations and individuals, advocating for policy change, and increasing community awareness and engagement.

WHAT ARE THE ROLE'S SPECIFICS:

WHO SHOULD PARTICIPATE:

PEOPLE



Engagement

Increase general engagement across all sectors. Raise awareness of the various ways individuals and organizations can get involved, including volunteering, participating in Purpose Workshops, and completing individual pledges.

- Community leaders
- County council members
- Residents
- Managing Director
- Public Works Director
- Planning Director
- Department of Health

PEOPLE



Faith & Civic Organizations

Recruit and help support faith-based and civic organizations to become Blue Zones Project Approved by implementing best practices that can improve well-being for members.

- Faith-based organization leaders
- Active members of faith-based organizations
- Neighborhood board leaders
- Civic organization leaders

POLICY



Community Policy

Steer the work being done at a policy level to improve well-being in the community. Serve as an advisor and advocate for tobacco, built environment, and food policies.

- Community leaders
- County council members
- Residents
- Managing Director
- Public Works Director
- Planning Director
- Department of Health

PLACES



Restaurants

Identify and help recruit restaurants to participate in Blue Zones Project. Support and encourage them as they work to become Blue Zones Project Approved restaurants.

- Restaurateurs (managers, owners, chefs)
- Dietitians / Nutritionists
- Customers
- Restaurant employees

PLACES



Grocery Stores

Identify and help recruit grocery stores in the community as they work to become Blue Zones Project Approved grocery stores.

- Grocers (managers, owners, deli managers)
- Dietitians/Nutritionists
- Grocery customers
- Foodies
- Suppliers

PLACES



Schools

Help coordinate relationships with schools and school districts by becoming a champion for well-being and advocating for changes to school policy.

- Wellness council members
- School principals
- Complex area superintendents
- PTA representatives
- Teachers and other school leaders
- School fitness and nutrition professionals
- Students

PLACES



Worksites

Identify and help to recruit local businesses as they work to become Blue Zones Project Approved™ worksites by making positive changes to the worksite environment.

- HR or worksite representatives
- Individuals who are passionate about worksite wellness
- Chamber of Commerce representatives
- Other business association representative

Blue Zones Project Walla Walla Valley Steering Committee and Leadership Team

STEERING COMMITTEE

Susan Blackburn, CEO, Providence St. Mary's Healthcare

Alex Bryan, Chief Mission Officer, Adventist Health

Elizabeth Chamberlain, Deputy City Manager, City of Walla Walla

Susie Colombo, Community Advocate/Baker Boyer Bank

Tim Copeland, Executive Director, Blue Mountain Land Trust

Roger Esparza, Relator, Latino Engagement

Mike Fredrickson, Appraiser/Commissioner, Port of Walla Walla

Noah Leavitt, Community Advocate

David Lopez, Director, Center for Humanitarian Engagement, Walla Walla University

Mike Rizzitiello, Administrator, City of College Place

Heather Schermann, Councilmember, City of College Place

Wade Smith, Superintendent, Walla Walla Public Schools

Norman Thiel, Executive Director, SonBridge Community Center

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TBD

Grocery Stores & Restaurants

TBD

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Commitment to Health Equity, Diversity, and Inclusion

Blue Zones Project Walla Walla Valley is committed to ensuring that all people have a fair and just opportunity to live a long and healthy life. Through the design and implementation of our efforts, we seek to increase individual, organizational, and community well-being through community-driven policy, systems, and environmental change that advances health equity. We believe in doing this through embodying the following values:

- **Humility:** Listen and learn from everyone's unique history with respect for what has come before.
- **Collaboration:** Acknowledge our interdependence, share knowledge, and identify common goals.
- **Inclusivity:** Engage everyone with fairness and respect, regardless of their income, education, ethnic background, race, culture, age, sexual orientation, abilities, faith, or any other characteristics.
- **Empowerment:** Center individuals and organizations to lead and advocate for their own well-being.
- **Sustainability:** Create long-lasting impact by aligning with the good work already happening in the local community to produce measurable outcomes.

In pursuit of health equity, diversity, and inclusion, we recognize that there are groups in our community who have been historically marginalized. These include Black, Indigenous, and People of Color (BIPOC) communities; women; sexual minorities; and poor and economically disadvantaged communities. Equity is not equality; therefore, to begin addressing some of the root causes of health inequity persistent in these communities, we seek to do the following:

1. Thoughtfully diversify our steering and leadership committee membership and Blue Zones Project Walla Walla Valley staff to fully represent the rich cultures and broad range of demographics in Walla Walla and College Place.
2. Commit to ongoing training for our steering and leadership committee members and Blue Zones Project Walla Walla Valley staff to grow and further educate themselves on health, equity, diversity, and inclusion.
3. Collect optional baseline demographic data from all program participants to gain a better understanding of who we are reaching and how strategically to focus our efforts for the benefit of those most in need.
4. Through strong investment in community partnerships, advance policy work that seeks to address the root causes of health inequities.
5. Engage in an ongoing process of open dialog, learning, and accountability around these commitments, understanding that the path forward will be challenging, inspiring, bumpy, imperfect, non-linear, and growth filled.

Blue Zones Project Walla Walla Valley is committed to supporting systemic change that embraces differences across religion, race, national origin, gender identity, sexual orientation, age, physical ability, and economic resources. Together we can build a healthier and more just Walla Walla Valley.

Contemporary Conditions

The impact of the COVID-19 pandemic (pandemic) has transformed life over the last year in the Walla Walla Valley. A key future challenge for the Valley will be the long-term impact(s) of the pandemic. Severe social and economic ripple effects will continue to deeply affect communities in every part of the county for years to come. These conditions in the Valley were carefully considered in the Blueprint and will continue to provide important context for Blue Zones Project Walla Walla Valley throughout the implementation of the Project. In this Blueprint some strategies and measures of success have been identified as dependent on the state of Washington's current restrictions on activities based on the level of spread of COVID-19.

To become a Blue Zones Community[®], the Walla Walla Valley will implement well-being improvement strategies in 13 pillar areas focused on people, places, and policy. Achieving these targets will allow the community to reach a tipping point so that positive environmental changes become ingrained in the community and the healthy choice becomes the easy choice for all residents.

CERTIFICATION CRITERIA			
PILLAR		GOAL	WALLA WALLA VALLEY TARGETS
POLICY			
1	Built Environment	Enhance our built environment to promote natural movement, enrich social connectedness, and improve overall well-being and livability through transportation and land-use policies and projects.	For each community (Walla Walla and College Place): ☐ Adopt three local policies or plans ☐ Complete three capacity-building initiatives ☐ Complete three demonstration projects, including one marquee project.
2	Food Policy	Create an environment in the Walla Walla Valley where healthy foods and beverages are embraced and universally accessible, with emphasis on food/nutrition-insecure households.	For each community (Walla Walla and College Place): ☐ Adopt at least three local policies, plans, or sustainable programs ☐ Complete two capacity-building initiatives ☐ Complete one food marquee project
3	Tobacco Policy	Create an environment that discourages commercial ¹ tobacco and nicotine use, provides healthy tobacco-free spaces and places, and supports prevention, cessation, and enforcement efforts.	For each community (Walla Walla and College Place): ☐ Adopt at least three local policies ☐ Complete at least one capacity-building initiative
PLACES			
4A	Schools	Adopt proven best practices to support well-being that fosters student readiness and improves academic engagement.	At least 50 percent (6 out of 12) of public schools become Blue Zones Project Approved™.
4B	Walking School Bus/ Safe Routes to School (SRTS)		At least 25 percent (3 out of 12) of participating elementary schools implement on of the following: ☐ Walking School Bus ☐ Complete a new Safe Routes to School Program(Four Safe Routes to School per participating school) ☐ Bus-to-Walk Program
5	Restaurants	Increase healthy, accessible, and affordable food choices for all community members.	At least 10 percent (6 out of 60) of all restaurants become Blue Zones Project Approved.
6	Grocery Stores	Offer and promote affordable healthy foods and beverages, thereby supporting community well-being.	At least 25 percent (2 of 8) of grocery stores become Blue Zones Project Approved.
7	Worksites	Create a diverse and inclusive workplace culture to recruit, retain, and support employees and their families in their pursuit of well-being.	At least 10 of the 20 largest employers become Blue Zones Project Approved.
PEOPLE			
8-11	Engagement –Individual, Pledges, Moai® Participation, Purpose, Volunteering	Inspire, engage, support, inform, and connect individuals living in the Walla Walla Valley to Blue Zones Project principles to improve overall health and well-being.	At least 15 percent of the population 15 years or older (6,750) participates in one of the following: ☐ Receives the Blue Zones Story and signs a Personal Pledge ☐ Participates in a Moai ☐ Attends a Purpose Workshop ☐ Volunteers through Blue Zones Project
12	Public Awareness/ Media	Increase awareness of Blue Zones Project by utilizing local media channels to promote the benefits of the Project to the overall health and well-being of the Walla Walla Valley.	Achieve one of the following: ☐ 10 media stories in the highest-exposure channels (TV, print, and/or radio) throughout the duration of the Project ☐ Signed partnership agreement for Public Service Announcements throughout the duration of the Project

¹ Throughout the Blue Zones Project Walla Walla Valley Blueprint, all references to tobacco should be interpreted as commercial tobacco.

Measures of Success

Attaining optimal well-being means that our physical, emotional, and social health is thriving. Blue Zones Project is committed to measurably improving the well-being of Walla Walla Valley residents and utilizes rigorous metrics to inform strategies and track progress throughout the life of the Project. These include certification criteria targets, well-being data, community-wide metrics, sector-level progress and outcome metrics, and organization-level metrics to ensure that the work to transform community well-being is occurring and the anticipated outcomes are achieved.

Blue Zones Project Walla Walla Valley is utilizing the RealAge™ Test to collect community well-being data. The RealAge Test is an online survey that allows respondents to learn their “real age” based on questions related to their overall well-being. The RealAge Test is a scientifically based assessment that has been taken by more than 45 million people over the past 20 years. The test gathers information on health conditions, health behaviors, biometrics, emotional health, healthcare history, and more to identify an individual’s mortality risk and to provide custom insights to the individual about what actions they can take to live healthier and longer.

We deployed the RealAge Test survey to Walla Walla Valley residents on February 1 to establish a well-being baseline before Blue Zones Project Walla Walla Valley implementation begins. We will survey the community in subsequent years to track progress over time. The results will be shared with Blue Zones Project Walla Walla Valley committee members and sponsors once they are compiled. The table below highlights the key WBI metrics that are most related to Blue Zones Project people, places, and policy strategies. We also have a column dedicated to ‘like’ communities to assess how our Blue Zones Project communities compare to communities with similar population characteristics. These communities are defined as counties that are matched based on age, race, income, educational attainment, population size and urban/rural status. For Walla Walla Valley, 19 counties spanning California, Colorado, Idaho, Nevada and Oregon were selected due to their similar county characteristics.

Well-Being Index – Measures Most Impacted by Blue Zones Project

Overall	USA 2020	WA 2020	Like Communities 2020	WWV 2021
Life evaluation (% Thriving)	71.4%	73.5%	66.3%	72.5%
Purpose Well-Being Score				
You like what you do every day. (% Agree)	60.3%	61.4%	59.0%	67.0%
You learn or do something interesting every day. (% Agree)	53.7%	55.0%	51.2%	57.0%
Social Well-Being Score				
Your friends and family give you positive energy every day. (% Agree)	60.8%	61.4%	57.9%	67.6%
Someone in your life always encourages you to be healthy. (% Agree)	63.8%	64.4%	58.9%	69.3%
Community Well-Being Score				
The city or area where you live is a perfect place for you. (% Agree)	53.6%	55.0%	50.4%	62.8%
In the last 12 months, you have received recognition for helping to improve the city or area where you live. (% Agree)	22.5%	23.4%	21.2%	28.3%
Physical Well-Being Score				
% with high blood pressure	26.3%	26.0%	27.7%	17.8%
% with high cholesterol	4.7%	3.7%	6.7%	9.2%
In the last seven days, you have felt active and productive every day. (% Agree)	54.1%	54.6%	47.8%	54.6%
% who smoke	18.6%	17.8%	25.2%	6.1%
% who exercised for 30+ minutes 3+ days in last week	61.1%	62.5%	58.6%	66.2%
% who had 5+ servings of fruits and vegetables 4+ days in last week	32.2%	33.7%	34.0%	54.4%
% Obese	47.8%	44.8%	48.1%	28.6%
% Obese or Overweight	76.9%	74.5%	77.1%	57.5%
% Normal Weight	23.1%	25.5%	22.9%	42.5%

Community Wide-Measures

The steering committee and leadership team identified the following additional measures that will be tracked to demonstrate community-wide economic impact and well-being improvement.

SELECTED MEASURE	STATUS	SOURCE
Walk and Bike Commute Count	Five-year data for 2020 will be available December 9, 2021.	2020 Census
Trails and Park Usage	Walla Walla: 54 percent of population uses parks and recreation spaces at least six times per year College Place: Working with the City of College Place to gather data including from Strava; expected August 2021	Walla Walla: 2020 Citizen Satisfaction Survey
Healthcare Claims	Working with large employers to collect baseline data; expected by August 2021	City of Walla Walla, Walla Walla Public Schools, Walla Walla University, Whitman College, Providence St. Mary Medical Center, and others are appropriate.
Percent of population with low access to healthy-food resources	20.7 percent of Walla Walla County	USDA Food Environment Atlas, 2015 data; data is available at the County level
Produce consumption by underserved (i.e. average number of pounds picked up per visit)	Gathering data from Blue Mountain Action Council; Expected by August 2021	Blue Mountain Action Council Food Pantry
Volunteer rates with Blue Zones Project	June 2021: 65 volunteers (consists of Committee members)	Blue Zones Project WWV
Federal, state, or other source grants the city has received for Blue Zones Project policies or infrastructure projects	Walla Walla: None at this time. College Place: City of College Place received technical assistance grant to participate in the Orton Family Foundation Community Heart and Soul Program	Community Partners, Blue Zones Project team
Childhood obesity (elementary/middle)	Working with school districts to collect data; expected by August 2021.	Walla Walla Public Schools, College Place Public Schools, County Health Rankings, YBRFSS

SELECTED MEASURE	STATUS	SOURCE
Student absentee/graduation rates	2020: WWPS: 10.4%/91.7% CPPS:14.3%/pending	WA State Department of Education, Walla Walla Public Schools, College Place Public Schools,
Affordable Housing	Walla Walla Housing Assessment – to be completed in July 2021; Will identify metric for measurement	City of Walla Walla, Community Council
Number of new businesses, retention of existing businesses	Working with the Chamber of Commerce and Port of Walla Walla to gather current data for number of businesses in each city.	Chamber of Commerce, Walla Walla Downtown Foundation, Port of Walla Walla

Sector-Level Progress and Outcome Measures

This Blueprint contains progress and outcome metrics for each sector. Progress metrics track progress on the strategies outlined for that sector while outcome metrics track well-being or organizational changes occurring in that sector. *Sector level metric baseline data can be found in Appendix A.*

Organization-Level Measures

Each organization that participates in Blue Zones Project will identify internal metrics to measure changes in well-being that occur as they implement Blue Zones Project best practices.

Community Blueprint

Our Purpose:

To lead a community well-being transformation initiative where the healthy choice becomes the easy choice through permanent changes in environment, policy, and social networks.

Our Results:

- ☐ Improved health and well-being with lower associated healthcare costs
- ☐ Improved economic and social vitality
- ☐ Increased public awareness about health and well-being

Policy change is a driving force behind Blue Zones Project transformation. Optimizing food, tobacco, and built-environment policy is a high-impact, cost-effective strategy to reduce chronic disease and improve well-being. While much of a healthy lifestyle is a result of personal choice, healthy changes on a policy level have a broad impact across the community. Our policy work happens in four stages: discover, develop, design, and deploy.

WALLA WALLA VALLEY POLICY CERTIFICATION CRITERIA

BUILT ENVIRONMENT

- ☐ Select, design, secure funding for two demonstration projects and one marquee project
- ☐ Adopt/update, at minimum, three local policies or plans
- ☐ Implement three capacity-building initiatives

TOBACCO

- ☐ Adopt at minimum three local policies
- ☐ Implement one capacity-building initiative

FOOD

- ☐ Implement one food marquee project
- ☐ Adopt at minimum three local policies, plans, or sustainable programs
- ☐ Implement two-capacity building initiatives

Policy

Built Environment



❑ GOALS:

Enhance our built environment to promote natural movement, enrich social connectedness, and improve overall well-being and livability through transportation and land-use policies, practices, and projects.

❑ BUILT-ENVIRONMENT POLICY CERTIFICATION TARGETS:

1. Adopt/update, at minimum, three local policies or plans
2. Implement, at minimum, three capacity-building initiatives (both communities can be part of one initiative)
3. Select, design, and implement at least two demonstration projects and one marquee project

❑ YEAR ONE TARGETS:

1. One plan or policy updated or adopted per community
2. Two capacity-building initiatives completed per community
3. One demonstration project completed per community
4. Funding or logistics identified for a marquee project per community

Walla Walla

OBJECTIVE #1

Advance efforts underway in Walla Walla to equitably further multimodal connectivity, inform regional transportation planning efforts, and create walkable, livable spaces.

STRATEGIES:

- ❑ Provide local priorities and input to the development of the regional Active Transportation Plan efforts in partnership with Walla Walla Valley MPO, the Cities of College Place and Walla Walla, Walla Walla County, and other key stakeholders.
- ❑ Assess and adjust parking requirements through code amendments, including reducing parking minimums.
- ❑ Advance a workplan for local implementation of elements of the Blue Mountain Region Trails Plan.

OBJECTIVE #2

Further healthy and equitable transportation and land-use practices through at least three (3) capacity-building events that increase community and stakeholder collaboration, understanding of best practices, and available resources.

STRATEGIES:

- ❑ Support local efforts to advocate for the renewal of the Transportation Benefit District and other multimodal transportation-infrastructure funding options.
- ❑ Assist city efforts to incorporate equity criteria into city-led project prioritization, including parks and community facilities.
- ❑ Create opportunities with the cities, Walla Walla County Council on Housing, and area jurisdictions and stakeholders to pursue community-wide affordable-housing strategies, such as the Common Roots Housing Trust.

- ❑ Conduct an interagency workshop with Walla Walla County Roads, Port of Walla Walla, City of College Place, and other entities in the Valley to develop strategies for prioritizing infrastructure projects, including updating performance measures.
- ❑ Support the City of Walla Walla in engagement and communication efforts, including opportunities for citizen interaction with city projects. Facilitate a local discovery process with Latinx community members to help identify improved engagement practices.

OBJECTIVE #3

Implement at least three (3) projects, including a Marquee, that engage the community in public-space re-design, improve the built environment for all ages, abilities, races, and incomes, and support understanding and acceptance of healthy, equitable community design.

STRATEGIES:

- ❑ Assist city efforts to implement temporary or permanent Safe Routes to School improvements in partnership with Walla Walla County, Walla Walla Public Schools, and other area schools. This should include the pursuit of funding opportunities.
- ❑ Support city efforts to enhance community placemaking and wayfinding opportunities through open-streets projects and alignment with area recreation plans and the Walla Walla Valley Wayfinding Master Plan.
- ❑ Support Walla Walla Public School District's Tree Management Program and the city's Urban Forest Management Plan to promote a healthy, sustainable, and prosperous tree presence throughout the community.

College Place

OBJECTIVE #1

Ensure the implementation of a safe, equitable, multimodal network in College Place through the development of three (3) or more active transportation plans and policies.

STRATEGIES:

- ❑ Create a Complete Streets Implementation Plan that also considers maintenance practices and route-directness for pedestrian and cyclist infrastructure.
- ❑ Develop an ADA Transition Plan in partnership with the Walla Walla Valley MPO.
- ❑ Complete a local Road Safety Plan, including a Safe Routes to School toolkit, in partnership with the Walla Walla Valley MPO and area schools.
- ❑ Support the development of the regional Active Transportation Plan, led by the Walla Walla Valley MPO.
- ❑ Support city efforts to develop and implement a private-to-public infrastructure-transition program

OBJECTIVE #2

Further healthy and equitable transportation and land-use practices through at least three (3) capacity-building opportunities to increase community and stakeholder collaboration, understanding of best practices, and resources.

STRATEGIES:

- ❑ Conduct audits on transit-stop accessibility, sidewalk gaps and repair needs, and lighting issues to inform the city's ADA Transition Plan and regional transit-plan update.
- ❑ Advocate for a long-term, sustainable source of funding for the Transportation Benefit District.

- ❑ Conduct an interagency workshop with Walla Walla County Roads, Port of Walla Walla, City of Walla Walla, and other entities in the Valley to develop strategies for prioritizing infrastructure projects, including updating performance measures.
- ❑ Create opportunities with the cities, Walla Walla County Council on Housing, and area jurisdictions and stakeholders to pursue community-wide affordable-housing strategies, such as the Common Roots Housing Trust.
- ❑ Support the city's engagement and communication efforts. Facilitate a local discovery process with Latinx community members to help identify improved engagement practices.

OBJECTIVE #3

Implement at least three (3) projects, including a Marquee, in College Place that engage the community in public-space re-design, improve the built environment for all residents and visitors, and support understanding and acceptance of healthy, equitable community design.

STRATEGIES:

- ❑ Implement placemaking efforts throughout the community to include a) public art, b) Open Streets activities, and c) the creation of a shared parking lot to eliminate parking requirements along College Avenue and promote active use of spaces.
- ❑ Install traffic calming around schools based on the Safe Routes to School Toolkit in partnership with College Place Public Schools and other area schools, including Rogers Elementary and Walla Walla Valley Academy.
- ❑ Develop Complete Streets demonstration or marquee projects, informed by the Complete Streets Implementation Plan.
- ❑ Advance the implementation of the 2021 College Place Urban Forestry Management Plan to promote a healthy, sustainable, and prosperous tree presence throughout the community.

Built Environment Measures of Success

PROGRESS MEASURES:

- ☐ Number of community partnerships established with not-for-profit, civic, or community organizations
- ☐ Number of policies, plans, or programs updated, adopted, or implemented
- ☐ Number of capacity-building initiatives completed
- ☐ Number of projects completed
- ☐ Number of built-environment related grants won with Blue Zones Project support

OUTCOME MEASURES:

- ☐ Increase in number of miles of bicycle infrastructure (includes on-street bike lanes, designated bike routes, and other designated bike facilities)
- ☐ Increase in number of miles of pedestrian infrastructure (includes sidewalks and multi-use paths)
- ☐ Marquee project: As applicable, ADT (average daily traffic), pedestrian count, bike count, crash rate before and after project, business vacancy rate/increase in new businesses along corridor project implemented on)
- ☐ Increase in CIP funding allocated to ped/bike projects for that budget year as a percentage of total transportation funding and total capital projects/facilities funding
Decrease in number of vehicle, pedestrian, and bike fatalities and collisions
- ☐ Increase in bike and pedestrian commute rates
- ☐ Increase in public-transit ridership for Valley Transit
- ☐ Increase in the number of walking or cycling trips taken by Strava users within city limits
- ☐ Increase in park and recreation space usage (City of Walla Walla)
- ☐ Increase in the number of walking or cycling trips at select locations throughout the city

Policy

Food Policy



The below objectives and strategies are shared by both Walla Walla and College Place.

❑ GOALS:

Create an environment in the Walla Walla Valley where healthy foods and beverages are embraced and universally accessible, with emphasis on food and nutrition insecure households.

❑ FOOD POLICY CERTIFICATION TARGETS:

1. Implement one food- focused marquee project per community (Walla Walla and College Place).
2. Adopt at minimum three local policies, plans, or sustainable programs per community.
3. Implement two capacity-building initiatives per community (can include more than one community in an initiative).

❑ YEAR ONE TARGETS:

1. Two policy strategies accomplished per community
2. One program or capacity-building initiative completed per community
3. Funding or logistics identified for at least one food marquee project

❑ POTENTIAL MARQUEE PROJECTS

- ❑ Institutionalize support for **school gardens**, and pair gardens with curriculum for garden-based learning; establish one new school garden.
- ❑ Pass policies and seek funding to support the installation of **hydration stations** in public spaces such as parks, schools, and recreation facilities.
- ❑ Development of a **food hub** serving the Walla Walla and College Place communities through fundraising and location identification.

OBJECTIVE #1

Enhance youth access to healthy food and beverage options.

STRATEGIES:

- ❑ Develop, enhance, or update healthy food-procurement practices for school districts.
- ❑ Establish, update, and/or support institutional wellness policies that reduce and/or eliminate sugar-sweetened beverages in after-school programs and parks and recreation sites and programs.
- ❑ Support efforts to revisit and update food- and beverage-related school wellness policies for public and private schools in College Place and Walla Walla to align with Blue Zones Project nutritional guidelines and offer healthy, diverse options.
- ❑ Institutionalize support for school gardens and support the development of gardens curriculum for garden-based food and nutrition education, where existing programming does not exist.

OBJECTIVE #2

Increase healthy food and beverage access throughout the community with an emphasis on underserved community members.

STRATEGIES:

- ❑ Expand existing Produce Rx program; prioritize individuals with barriers to

food access, including seniors, low-income households, and individuals who experience chronic disease or transportation challenges. This program should be accompanied by food- and nutrition-education programming.

- ❑ Pass policies and fund the installation of hydration stations in public spaces such as parks, schools, and recreation facilities.
- ❑ Identify and implement strategies that overcome the barriers for individuals seeking to access hunger-relief services and work to remove key barriers.
- ❑ Target food distribution where people who experience nutrition insecurity work or live, and work with emergency food providers to institutionalize this practice to ensure sustainability.

OBJECTIVE #3

Expand access to locally grown food across varied environments in Walla Walla and College Place.

STRATEGIES:

- ❑ Adopt policies that protect and support community gardens (specifically in underserved neighborhoods) and zoning for urban agriculture.
- ❑ Support the development of a food hub serving the Walla Walla and College Place communities through fundraising and location identification.

OBJECTIVE #4

Invest in long-term, sustainable support for food-related health and wellness in the Walla Walla Valley while promoting cross-organizational collaboration.

STRATEGIES:

- ❑ Add capacity to the Walla Walla Valley Food System Coalition and support its function as a regional food policy council.

Food Policy Measures of Success

PROGRESS MEASURES:

- ☐ Number of community partnerships established with not-for-profit, civic, or community organizations
- ☐ Number of priority policies or programs adopted or implemented in College Place and Walla Walla
- ☐ Number of capacity building initiatives implemented in Walla Walla and College Place
- ☐ Number of hydration stations added to public facilities and spaces, with a budget and support for ongoing maintenance
- ☐ Number of food-related grants won with Blue Zones Project support

OUTCOME MEASURES:

- ☐ Decrease in percent of 8th graders eating fewer than five servings of fruit and vegetables daily
- ☐ Increase in number of schools with active, sustainable school garden related curriculum and programming
- ☐ Increase in number of schools with a gardens or greenhouse
- ☐ Increase in percent of food in schools sourced from local or regional growers
- ☐ Maintain or increase in number of community gardens and individual plots within community gardens
- ☐ Increase in number of individuals participating in a produce-prescription program
- ☐ Dollars of incentive given out through Produce Rx program per month
- ☐ Number of farmers markets
- ☐ Number of farmers markets that accept SNAP
- ☐ SNAP utilization at each farmers market - \$ SNAP redeemed, does not include market match

Policy

Tobacco Policy



The below objectives and strategies are shared by both Walla Walla and College Place.

❑ GOALS:

Create an environment that discourages commercial¹ tobacco and nicotine use, provides healthy tobacco-free spaces and places, and supports prevention, cessation, and enforcement efforts.

❑ TOBACCO POLICY CERTIFICATION TARGETS:

1. Adopt at least three local policies each for Walla Walla and College Place.
2. Implement one capacity-building initiative per community (can be one shared capacity-building initiative).

❑ YEAR ONE TARGETS:

1. Work with schools to update and/or increase signage and messaging in school buildings related to tobacco- and nicotine-free campuses.
2. Conduct an inventory of providers currently screening for age-appropriate substance use during primary-care visits and services.
3. Assess and enhance current tobacco-free policy efforts on area college campuses.
4. Update and enhance messaging in tobacco-free spaces in targeted areas of Walla Walla and College Place.
5. Promote tools and resources for cessation through partnerships.

¹ Throughout the Blue Zones Project Walla Walla Valley Blueprint, all references to tobacco should be interpreted as commercial tobacco.

OBJECTIVE #1:

Increase educational programming and messaging in youth-facing environments to reduce youth smoking, vaping, and tobacco.

STRATEGIES:

- ❑ Work with schools to update and/or increase signage and messaging in schools related to tobacco- and nicotine-free campuses.
- ❑ Conduct an inventory of providers currently screening for age-appropriate substance use during primary-care visits and services.
- ❑ Promote tools and resources for cessation, such as the 2Morrow Health App and State of Washington Quitline, in the community through partnerships with the Washington State Department of Health and Walla Walla County Community Health.
- ❑ Partner with local youth-facing organizations to integrate tobacco-free work and advocacy into programming.
- ❑ Work with schools to enhance district wellness policies for public and private schools to seek alignment with national best-practice tobacco-prevention strategies, including youth-led activities that emphasize non-punitive options.
- ❑ Work with pediatric providers to expand or incorporate age-appropriate substance-use screening and prevention and/or cessation efforts into primary-care visits and services.

OBJECTIVE #2:

Increase the number of designated tobacco- and nicotine-free spaces, including events, in Walla Walla and College Place.

STRATEGIES:

- ❑ Assess and enhance current tobacco-free policy efforts on area college campuses.
- ❑ Update and enhance messaging around tobacco-free spaces in targeted areas throughout Walla Walla and College Place.
- ❑ Build a partnership with local businesses to support and encourage

voluntary nicotine- and tobacco-free central-business corridors.

- ❑ Develop a formalized tobacco-free College Campus Initiative in partnership with Whitman College, Walla Walla University, and the Walla Walla Community College that includes options for enforcement and cessation.
- ❑ Work with the cities of Walla Walla and College Place to build voluntary tobacco-free guidelines into the permitting process for outdoor eating and/or drinking spaces.
- ❑ Develop tobacco-free policies in healthcare settings to prohibit or limit employee tobacco use during work hours in order to limit the impact of third-hand smoke on vulnerable populations.
- ❑ Adopt a tobacco-free event-permitting policy that requires events to be advertised and promoted through signage as tobacco free by the sponsoring organization.

Tobacco Policy

Measures of Success

PROGRESS MEASURES:

- ☐ Number of community partnerships established with not-for-profit, civic, or community organizations
- ☐ Number of policies adopted or updated/enhanced
- ☐ Number of times language added to event permit applications for Walla Walla and College Place to include smoke- and tobacco-free event regulations
- ☐ Number of key capacity-building initiatives implemented
- ☐ Number of youth-serving organizations that adopt programming related to tobacco prevention
- ☐ Number of restaurants that voluntarily add messaging related to tobacco- and smoke-free policies for outdoor dining

OUTCOME MEASURES FOR PROJECT TEAM:

- ☐ Increase in signage and messaging in schools and public spaces related to tobacco-free spaces
- ☐ Increase in number of public spaces that are enforced or messaged as smoke- and-tobacco free
- ☐ Maintain or decrease youth e-cigarette and tobacco use rate
- ☐ Increase in use of cessation and/or prevention programs and services
- ☐ Maintain or decrease adult smoking rate

We orchestrate a critical mass of worksites, schools, restaurants, grocery stores, and faith-based organizations across the communities to optimize environments toward healthy living. Each organization is provided a pledge that lists best practices it can implement to improve its environment and make the healthy choice easier. Trained local staff members support these organizations as they implement best practices to become Blue Zones Project Approved™.

Places Schools



Adopting proven best practices to support well-being fosters student readiness and can improve academic performance.

- ❑ **GOAL:**
Adopt proven best practices to support well-being that fosters student readiness and improves academic engagement.
- ❑ **CERTIFICATION TARGET:**
Minimum of six schools (50 percent) in the Walla Walla Valley achieves Blue Zones Project Approved status.
- ❑ **YEAR ONE TARGET:**
One of the six public schools needed for certification becomes Blue Zones Project Approved, and a second school is on track to be approved in Q1 of the second year.

OBJECTIVE #1:

Establish a health advisory committee into College Place Public Schools, and enhance wellness committees at all schools in the community.

STRATEGIES:

- ❑ Identify Blue Zones Project best practices for health and wellness that can be implemented across the school district.
- ❑ Establish a student health-advisory committee with College Place School district.
- ❑ Work with district and school representatives to establish or enhance wellness plans in partnership with Blue Zones Project policy work.
- ❑ Establish walk-and-roll-to-school programs that encourage natural movement.
- ❑ Identify well-being champions in each building to serve as ambassadors.
- ❑ Develop a menu of natural-movement options for schools to utilize to increase or enhance active learning and movement breaks during the day.

OBJECTIVE #2:

Improve the food environment for students, teachers, staff, and families by increasing access to healthier options.

STRATEGIES:

- ❑ Implement healthy fundraiser policies to promote healthy food items or activities.
- ❑ Expand the farm-to-school program. Farm-to-school programs include farm tours and healthy cooking demonstrations, provide education, and connect students to local farmers.
- ❑ In partnership with Blue Zone Project policy work, enhance school gardens and incorporate gardening education into school curriculum through the partnership with the farm-to-school program.

- ❑ Partner with Blue Zones Project Approved grocery stores to offer field trips so students can identify and taste healthy foods.
- ❑ Educate teachers, staff, parents, and students on the value of healthy food and lifestyle choices and increased physical activity.
- ❑ In partnership with Blue Zones Project policy work, encourage schools to adopt on-site policies that promote healthy habits that are in line with Project best practices.
- ❑ Plan field trips to local restaurants and grocery stores to deliver the fruits and vegetables that the students grew in the school garden.

OBJECTIVE #3:

Increase meaningful volunteer opportunities for high school students in the community.

STRATEGIES:

- ❑ Adjust graduation standards to include a minimum amount of service learning for each graduating senior. Baseline can be achieved during fall months in 2021.
- ❑ Work with student government and the wellness team to create a volunteer clearing house of service-learning opportunities in the community. This would include senior living centers, neighborhood engagement programs, food pantries, humane society and other service-oriented organizations in the community.
- ❑ Work with teachers to identify learning opportunities that incorporate service learning as part of classroom activities.
- ❑ Incorporate Blue Zones Project Purpose Workshops into high-school educational programming with curated volunteer events that ensure the students' mission, passions, and skills are being utilized to the fullest.

Schools

Measures of Success

PROGRESS MEASURES:

- ☐ Number of community partnerships established with not-for-profit, civic, or community organizations
- ☐ Number of Blue Zones Project Approved schools
- ☐ Number of practices or guidelines implemented
- ☐ Number of Walking School Bus routes or Safe Routes to School implemented

OUTCOME MEASURES:

- ☐ Increase in students participating in active transportation (walking, biking)
- ☐ Decrease in student absenteeism
- ☐ Decrease in childhood obesity
- ☐ Increase in participation in healthy school-lunch programs
- ☐ Increase in volunteer hours completed by high school students
- ☐ Increase in the number of minutes of physical activity by grade level
- ☐ Improved kindergarten readiness rates

Places

Restaurants



Increasing the number of plant based dishes and promoting healthy choices can meet growing consumer demand while improving profitability.

- ❑ **GOAL:**
Increase healthy, accessible, and affordable food choices for all community members.
- ❑ **CERTIFICATION TARGET:**
At least six (10 percent) restaurants in the Walla Walla Valley achieve Blue Zones Project Approved restaurant status.
- ❑ **YEAR ONE TARGET:**
At least two restaurants in the Walla Walla Valley achieve Blue Zones Project Approved status.

OBJECTIVE #1:

At least two restaurants become Blue Zones Project Approved.

STRATEGIES:

- ❑ Work with restaurants that are early supporters of Blues Zones Project to create a catering menu that meets Blue Zones Project criteria; promote this to worksites and event planners.
- ❑ Work with restaurants to offer menu items that meet Blue Zones Project Food Guidelines.
- ❑ Encourage restaurants to promote healthy menu items by offering price incentives.
- ❑ Train restaurant staff on adopted best practices and encourage them to learn about Blue Zones Project and take the Personal Pledge.
- ❑ Promote Blue Zones Project Approved restaurants through marketing, tourism, and social media channels—including across sectors and in local organizations—to drive traffic and sales.
- ❑ Utilize early adopter success stories to present Blue Zones Project to additional Walla Walla Valley restaurants.
- ❑ Educate new restaurateurs prior to opening their restaurants about Blue Zones Project and the benefits of becoming a Blue Zones Project Approved restaurant.
- ❑ Host a Blue Zones Project restaurant summit to showcase the benefits of participating and what restaurants can do to become Blue Zones Project Approved.

OBJECTIVE #2:

Increase plant-based menu options in restaurants.

STRATEGIES:

- ❑ Work with restaurants to develop a demonstration project that offers a plant-based menu item as a running special for a significant amount of time.

- ❑ With the Blue Zones Project restaurant committee, leverage local relationship to encourage restaurants to take the Blue Zones Project Pledge and/or offer plant-based menu options.
- ❑ Provide a referral program to drive customer traffic to restaurants offering Blue Zones-inspired menu options.
- ❑ Recruit restaurants to host cooking demonstrations and taste tests of plant-based foods.
- ❑ Promote Blue Zones Project menu items not just as delicious options for dine in but also as convenient take-out options for busy individuals and families.
- ❑ Promote Blue Zones-inspired menu options as catering opportunities for business meetings, sporting banquets, holiday gatherings, and community events, in accordance with the Blue Zones Project Catering Guidelines.
- ❑ Train restaurant staff on adopted best practices and encourage employees to learn about the Project and take the Personal Pledge

OBJECTIVE #3:

Support local restaurants in their efforts to increase healthy food options in the Valley.

STRATEGIES:

- ❑ Recruit local restaurant owners to create a Walla Walla Valley Restaurant Association in partnership with Walla Walla Chamber of Commerce, the Downtown Foundation, and the Blue Zones Project Steering Committee
- ❑ With Blue Zones Project restaurant committee and owners of approved restaurants, recruit members.
- ❑ Utilize periodic meetings to share the results that Blue Zones Project Approved restaurants are seeing to gain interest from additional restaurants.
- ❑ Utilize Blue Zones Project restaurant committee members to facilitate discussions among restaurants and grocery stores to see if there is opportunity for cross promotion with the assistance of our Engagement Lead.

Restaurants

Measures of Success

PROGRESS MEASURES:

- ☐ Number of restaurants completing the Blue Zones Project Restaurant Pledge
- ☐ Increase in sales of Blue Zones-inspired dishes
- ☐ Number of restaurants that offer Blue Zones-inspired dishes
- ☐ Number of Blue Zones-inspired menu options available community wide
- ☐ Number of healthy cooking demonstrations and/or taste tests hosted by restaurants

OUTCOME MEASURES:

- ☐ Increase in sales of half-sized portions
- ☐ Increase in sales of non-sugary beverages
- ☐ Increase the number of restaurants sourcing produce from local farms
- ☐ Increase in sales of Blue Zones-inspired dishes: dollars or percentage

Places

Grocery Stores



Adding and promoting healthier choices supports current consumer trends while helping build community and customer loyalty.

- ❑ **GOALS:**
Offer and promote affordable healthy foods and beverages, thereby supporting community well-being.
- ❑ **CERTIFICATION TARGET:**
Minimum of two grocery stores (25 percent) in the Walla Walla Valley achieves the status of Blue Zones Project Approved.
- ❑ **YEAR ONE TARGET:**
One grocery store in the Walla Walla Valley is registered and actively working towards becoming approved in Year Two.

OBJECTIVE #1:

Minimum of two grocery store in the Walla Walla Valley completes the Blue Zones Project Grocery Store Pledge and becomes approved.

STRATEGIES:

- ☐ Engage all grocery stores in the Valley to take the Blue Zones Project Grocery Store Pledge.
- ☐ Utilize Blue Zones Project marketing and display materials to promote and highlight healthy grab-and-go items.
- ☐ Create videos with grocery stores to educate customers on how to choose fresh or ripe fruits and vegetables.
- ☐ Engage youth with an interactive scavenger hunt in participating stores.

OBJECTIVE #2:

Increase the sales and consumption of fruits and vegetables.

STRATEGIES:

- ☐ Bundle vegetables and fruit to provide a total price per unit instead of price per pounds.
- ☐ Provide shelf talkers to educate consumers on the benefits of consuming vegetables and fruits.
- ☐ Work with grocery stores to conduct taste tests of raw and cooked vegetables.
- ☐ Provide recipe cards that increase the utilization of vegetables for simple meals.
- ☐ Present cooking classes that showcase how to cook healthy meals.
- ☐ Promote the purchase of healthy foods and beverages by offering price incentives.

OBJECTIVE #3:

Increase the availability of healthy convenience foods.

STRATEGIES:

- ☐ Work with local grocery stores to offer tasting opportunities to determine what recipes customers like.
- ☐ Increase the number of healthy grab-and-go meals and dinner kits.
- ☐ Provide marketing to showcase dinner kits available at participating grocery stores along with nutrition information.
- ☐ Include recipes cards with dinner kits so customers can purchase ingredients and create similar meals at home.
- ☐ Partner grocery stores with convenience stores to sell healthy grab-and-go meals at convenience stores.
- ☐ Partner grocery stores with worksites to facilitate orders of healthy grab-and-go lunches and dinner kits that will be delivered directly to worksites.

Grocery Stores

Measures of Success

PROGRESS MEASURES:

- ☐ Number of grocery stores completing the Blue Zones Project Grocery Store Pledge
- ☐ Number of taste tests hosted by grocery stores
- ☐ Number of individuals who participate in cooking demonstrations
- ☐ Number of healthy meals kits sold
- ☐ Number of meal-kit promotions

OUTCOME MEASURES:

- ☐ Increase in sales of fruits and vegetables: dollars or percentage
- ☐ Increase in sales of fruits and vegetables by government-assisted food-program participants
- ☐ Increase in sales of Blue Zones-inspired dinner kits: dollars or units
- ☐ Increase in sales of Blue Zones-inspired grab and go meals: dollars or units

Places Worksites



Research backed best practices that help employees move more, eat better, connect more effectively, and stress less can improve organizations bottom line.

- ❑ **GOALS:**
Create a diverse and inclusive workplace culture to recruit, retain, and support employees and their families in their pursuit of well-being.
- ❑ **CERTIFICATION TARGET:**
At least 10 of the top 20 Walla Walla Valley employers become Blue Zones Project Approved worksites.
- ❑ **YEAR ONE TARGET:**
Minimum of three of the top 20 employers achieves Blue Zones Project Approved status.

OBJECTIVE #1:

Three worksites achieve Blue Zones Project Approved status.

STRATEGIES:

- ❑ Work with early adopters to take the Blue Zones Project Worksite Pledge.
- ❑ Host a worksite summit to provide an overview of the approval process and benefits to worksites.
- ❑ Partner with the Chamber of Commerce, Rotary Clubs, and Exchange Club to present Blue Zones Project information at board meetings, with a specific focus on organizations that serve Spanish-speaking populations.
- ❑ Utilize success stories from early adopters to present Blue Zones Project to additional worksites in the Walla Walla Valley.
- ❑ Work with worksites to do onsite and virtual health and well-being presentations.

OBJECTIVE #2:

Create a healthier food environment at worksites in the Walla Walla Valley.

STRATEGIES:

- ❑ Offer CSA (community-supported agriculture) produce boxes at participating worksites.
- ❑ Work with Blue Zones Project Approved worksites to implement pledge best practices during employee new-hire orientations.
- ❑ Set up informational displays highlighting healthy foods at worksites and nearby restaurants.
- ❑ Offer healthy-food taste tests at onsite cafeterias, and offer healthy vending options.
- ❑ Encourage healthy-food consumption by increasing accessibility.
- ❑ Establish worksite well-being committees.

- ❑ Work with committees to create monthly well-being challenges.
- ❑ Partner worksites with restaurants that offer healthy menu options to pre-order meals for next-day delivery.

OBJECTIVE #3:

Support employee well-being by offering education and awareness about mental health through adopted policies and programs.

STRATEGIES:

- ❑ Implement policies and programs that allow physical and mental breaks throughout the day.
- ❑ Compile a list of resources, best practices, and outcomes related to mental-health programs.
- ❑ Adoption of best practices such as walking meetings, ergonomic desk spaces, and mental microbreaks.
- ❑ Promote a culture of active transportation that makes it safe and convenient to walk or bike to work and take walking breaks during the workday.
- ❑ Develop employee-led health and well-being advisory committees.
- ❑ Partner with local healthcare providers to host lunch-and-learns on health topics.
- ❑ Work with HR departments to promote financial well-being resources provided by Employee Assistance Programs.
- ❑ Partner with local financial advisors to host lunch-and-learns on financial well-being topics.
- ❑ Coordinate with HR departments or the well-being committee to promote Purpose Workshops and volunteer opportunities.

Worksites

Measures of Success

PROGRESS MEASURES:

- ☐ Number of employees who take the RealAge Test
- ☐ Number of employees who participate in health activities (i.e.: hydration challenges, weight-loss challenges)
- ☐ Number/percentage of employees engaged in Blue Zones Project activities

OUTCOME MEASURES:

- ☐ Increase in the number of healthy vending and cafeteria options at worksites
- ☐ Increase in the number of worksites engaged in the promotion of onsite well-being breaks
- ☐ Increase in scores on employee satisfaction surveys associated with well-being
- ☐ Decrease in overall absenteeism/or number of sick days at individual worksites
- ☐ Increase in employees engaged in Blue Zones Project activities

Blue Zones Project engages people in activities that change mindsets and habits in lasting ways. We give individuals tools that empower them to adopt the Power 9[®] principles and transform their home, social environments, and outlook so that healthy choices become easier.

People

Individual Engagement



❑ GOALS:

Inspire, engage, support, inform, and connect individuals living in the Walla Walla Valley to Blue Zones Project principles to improve overall health and well-being.

❑ CERTIFICATION TARGET:

At least 15 percent of the population, 15 years or older, participates in at least one of the following Blue Zones Project engagement activities: receives the Blue Zones Project Story and signs a Personal Pledge, participates in a Moai, attends a Purpose Workshop, volunteers through Blue Zones Project, or takes part in a virtual challenge on the Sharecare platform.

❑ YEAR ONE TARGET:

Five percent of the population 15 years or older in the cities of Walla Walla and College Place participate in a Blue Zones Project activity or take the Personal Pledge.

❑ COMMITMENT TO HEALTH EQUITY, INCLUSION, AND DIVERSITY:

The local team will create targeted programming that mitigate barriers, including providing translations, meals, access to public transportation, a schedule that is mindful of seasonal earning patterns, and events where people who have historically experienced discrimination specifically feel welcome and are able to participate.

OBJECTIVE #1:

Ensure health equity, diversity, and inclusion are at the forefront of all Blue Zones Project planning and execution of programs and events to support engagement with policies and programs or events.

STRATEGIES:

- ❑ Ensure engagement committee members represent the diversity of the Walla Walla Valley and a co-chair is a health equity, diversity, and inclusion leader in the community. Include leaders and subject-matter experts from organizations that serve historically underserved populations.
- ❑ Partner with neighborhood organizations serving vulnerable populations on engagement activities.
- ❑ Prioritize the distribution of print and digital program materials and other marketing assets, in Spanish and English.
- ❑ Create targeted programming that mitigates barriers, including providing translation, meals, activities for children, access to public transportation, a schedule that is mindful of seasonal earning patterns, and events where people who have historically experienced discrimination specifically feel wanted and are able to participate.
- ❑ Coordinate, support, and promote training and resources on health equity, diversity, and inclusion, resilience, trauma care, and additional preventative practices to bolster community well-being that is aligned with Blue Zones Project principles.

OBJECTIVE #2:

Engage a representative 5 percent (2,250) of community members 15 years of age and older in Blue Zones Project activities.

STRATEGIES:

- ❑ Host a series of kickoff events to increase awareness and engagement of Blue Zones Project and encourage individuals to take the Personal Pledge.
- ❑ Continue to raise awareness and build momentum for the Project by

implementing regular marketing campaigns to promote involvement in Project events and activities.

- ❑ Develop a Blue Zones Project presence at key community events throughout the year to increase awareness and invite attendees to participate in Blue Zones Project activities.
- ❑ Build strong social support networks through engagement at worksites, schools, and faith-based and community organizations.
- ❑ Identify and train at least 20 Ambassadors that can support the local team.
- ❑ Partner with Whitman College, Walla Walla University, and Walla Walla Community College to provide workshops and programs that engage students in lifelong health and well-being habits and offer opportunities for students to volunteer to support inclusive community engagement.
- ❑ In partnership with Blue Zones Project's policy and places work, partner with local schools and after-school programs to create programs that engage students in lifelong health and well-being habits.

OBJECTIVE #3:

Strengthen and unite our community's sense of belonging and connectedness by creating opportunities for all residents to link their sense of purpose to a local volunteering opportunity, measured by the WBI.

STRATEGIES:

- ❑ Offer Purpose Workshops throughout the community with organized volunteer events that ensure the individuals' mission, passions, and skills are being unutilized to the fullest. Engage community members by offering Moais.
- ❑ Coordinate Blue Zones Project volunteer opportunities and identify community organizations to offer opportunities where individuals can utilize their mission, passion, and skills. Individual Engagement Measures of Success.

Individual Engagement Measures of Success

PROGRESS MEASURES:

- ☐ Number of community partnerships established with not-for-profit, civic, or faith-based community organizations
- ☐ Number of individuals who take the Personal Pledge
- ☐ Number of individuals who participate in a Purpose Workshop
- ☐ Number of individuals who volunteer with community organizations or in events promoted by Blue Zones Project
- ☐ Number of Blue Zones Project Story presentations
- ☐ Number of individuals who participate in a Moai

OUTCOME MEASURES:

- ☐ Increase in number of moai participants
- ☐ Increase number of volunteer opportunities made available in all areas of the Walla Walla Valley
- ☐ Increased number of followers on social media
- ☐ Increased number of contacts in email database

People Media



❑ **GOAL:**

Increase awareness of Blue Zones Project by utilizing local media channels to help build awareness of the benefits of the Project to the overall health and well-being of the Walla Walla Valley.

❑ **CERTIFICATION TARGET:**

Ten major media stories published over the duration of the Project.

❑ **YEAR ONE TARGET:**

Place four of 10 media stories and continue to build transparent relationships with local media partners in newspaper and radio.

OBJECTIVE:

Earn four major media news stories published by local media partners, promoting Blue Zones Project and its benefits to overall health and well-being.

STRATEGIES:

- ❑ Build a relationship with local media outlets, gaining coverage of Blue Zones Project with a minimum of two major news stories by the start of our transformation phase.
- ❑ Work with local radio to highlight the personal success stories of at least two individuals who participate in Blue Zones Project activities.
- ❑ Share sector success stories with local media, highlighting worksites, schools, restaurants, and grocery stores.
- ❑ Gain support from local media partners through coverage of Blue Zones Project with a minimum of two additional major news stories by the end of the Project's first transformation year.

Media Measures of Success

PROGRESS MEASURES:

- ❑ Number of national media stories about Blue Zones Project
- ❑ Number of local media stories featuring personal transformations and success stories
- ❑ Number of earned interviews on local radio

OUTCOME MEASURES:

- ❑ Achieve 95 percent positive or neutral sentiment as defined by Cision

Steering Committee and Leadership Approval

By signing below, steering committee members approve the above Blueprint, which will be reviewed annually for progress and updates.

LEADERSHIP TEAM		
NAME	ORGANIZATION & ROLE	SIGNATURE
Robert Aguilar	Principal College Place High Schools	
Susan Blackburn	CEO Providence St. Mary's Healthcare	
Alex Bryan	Chief Mission Officer Adventist Health	
Elizabeth Chamberlain	Deputy City Manager City of Walla Walla	
Susie Colombo	Community Advocate/ Baker Boyer Bank	
Tim Copeland	Executive Director Blue Mountain Land Trust	
Erendira Cruz	Executive Director Sustainable Living Center	
Roger Esparza	Relator, Latino Engagement Roger Esparza	
Maria Garcia	Principal Sharpstein Elementary	
Delia Gutierrez	Neighborhood Organizer Commitment to Community	
Mike Fredrickson	Appraiser/Commissioner Port of Walla Walla	
Noah Leavitt	Community Advocate	
David Lopez	Director, Center for Humanitarian Engagement, Walla Walla University	

LEADERSHIP TEAM		
NAME	ORGANIZATION & ROLE	SIGNATURE
Mike Rizzitiello	Administrator City of College Place	
Heather Schermann	Councilmember City of College Place	
Jonathan Simons	Assistant Director Center for Humanitarian Engagement, Walla Walla University	
Wade Smith	Superintendent Walla Walla Public Schools	
Kyle Tarbet	CEO, Walla Walla Valley Chamber of Commerce	
Pam Taylor	Human Resources Director City of Walla Walla	
Norman Thiel	Executive Director SonBridge Community Center	
Krista Timm	Behavioral Health Program Specialist, Walla Walla County	
Amanda Trejo-Perez	Neighborhood Organizer Commitment to Community	
Seth Walker	Deputy Engineer Walla Walla County	
Andrea Weckmueller-Behringer	Executive Director, Walla Walla Valley Metropolitan Planning Organization	
Vicki Zanes	Owner Andy's Market	

Appendix A:

Sector Metrics

WALLA WALLA VALLEY POLICY BASELINE DATA				
BUILT ENVIRONMENT				
	Walla Walla	College Place	Walla Walla & College Place Combined	Walla Walla County
	Data year & source	Data year & source	Data year & source	Data year & source
DATA POINTS				
Miles of bicycle infrastructure (on-street bike lanes, designated bike routes and other designated bike facilities)	69.9 miles 2018 (2040 Comprehensive Plan)	6.2 miles 2017 (Blue Mountain Region Trails Plan); 2020 (data from City Administrator)		
Miles of pedestrian infrastructure (sidewalks and multi-use paths)	185 miles 2018 (2040 Comprehensive Plan)	39.5 miles 2017 (Blue Mountain Region Trails Plan); 2020 (data from City Administrator)		
Marquee project data	Location of marquee project has not been selected and baseline data has not been gathered yet			

Percent of total CIP funding allocated to ped/bike projects for that budget year *does not include grant dependent projects which are re-listed each year	2.66%	9.80%
	2021 (City Public Works Department 2021-2026 Capital Facilities Plan)	2020 (City of College Place FY 2020 to 2025 Capital Facility Plan)
Percent of transportation CIP funding allocated to ped/bike projects for that budget year	1.59%	69.30%
	2021 (City Public Works Department 2021-2026 Capital Facilities Plan)	2020 (City of College Place FY 2020 to 2025 Capital Facility Plan)
Number of vehicle, pedestrian, and cyclist fatalities	0	0
	2020 (WSDOT)	2020 (WSDOT); 2020 (City of College Place Police Department)
Number of vehicle, pedestrian, and cyclist collisions	Ped: 1 Bike: 1 Vehicle: 382	Ped: 1 Bike: 0 Vehicle: 58
	2020 (WSDOT)	2020 (WSDOT); 2020 (City of College Place Police Department)
Pedestrian and bicycle commute rates	2020 Census data will be available December 9, 2021 for this metric	

Public Transit Ridership - WW and CP combined	Including baseline data from both 2019 and 2020 since the COVID-19 pandemic so significantly impacted ridership	658,330 rides 2019 272,561 rides 2020		
Park and recreation space usage (City of Walla Walla only; percent of population using parks and recreation space at least 6 times per year)	54% 2020 (City of Walla Walla Citizen Satisfaction Survey)			
Increase in the number of walking or cycling trips taken by Strava users within city limits	2020 Strava data; will be available fall 2021	2020 Strava data; will be available fall 2021		
Increase in the number of walking or cycling trips at select locations throughout the city	Data to be collected manually in 2021; 2017 data is available for one location in Walla Walla			
Walkscore	43 Walkscore website	52 Walkscore website		
FOOD				
	Walla Walla	College Place	Walla Walla & College Place Combined	Walla Walla County
	Data year & source	Data year & source	Data year & source	Data year & source
DATA POINTS				
Number of Farmers Markets	1 2020 (Downtown Walla Walla Foundation)	1 2020 (City of College Place)		

Number of Farmers Markets that accept SNAP	1 2020 (Downtown Walla Walla Foundation)	1 2020 (City of College Place)
SNAP utilization at farmers market - \$ SNAP redeemed, does not include market match	\$746 2020 (Downtown Walla Walla Foundation)	\$635.00 2020 (City of College Place)
Number community gardens	2 2020 (Rees and Sumach Community Garden; The Song)	1 2020 (Enactus Place Community Garden)
Receipt of SNAP in past 12 months		18.50% 2018 (U.S. Census-American Community Survey)
Number of schools with garden or greenhouse	7 2020 (WWV Farm to School Program); out of 12 schools	2 2020 (WWV Farm to School Program); out of 5 schools
Number of schools with school garden curriculum or related programming	Still gathering data from local schools and Walla Walla Valley Farm to School program coordinator	
Number individuals participating in Produce Rx program		30 2020 (Yakima Valley Farm Workers Clinic/Family Medical Center staff)

Dollars of incentive given out through Produce Rx program per month			\$1,200 2020 (Yakima Valley Farm Workers Clinic/ Family Medical Center staff)
% of food in schools sourced from local/regional growers	Still gathering data 2020 School Nutrition Director	Still gathering data 2020 School Nutrition Director	
Percent of 8th graders eating fewer than 5 serving of fruit and veggies daily			81% (+-5%) 2018 (Walla Walla County Healthy Youth Survey)
Number of school meals served that meet BZP nutritional guidelines	Still gathering data 2020 School Nutrition Director	Still gathering data 2020 School Nutrition Director	

TOBACCO

	Walla Walla	College Place	Walla Walla & College Place Combined	Walla Walla County
	Data year & source	Data year & source	Data year & source	Data year & source
DATA POINTS				
Adult smoking rate				13% 2019 (Behavioral Risk Factor Surveillance System)
Youth smoking rate, cigarettes (youth - 8th grade)				6% 2018 (Washington State Healthy Youth Survey)

Youth smoking rate, e-cigarettes (youth - 8th grade)			13%
			2018 (Washington State Healthy Youth Survey)
Number of youth-serving organizations that adopt programming related to tobacco prevention	0 2020	0 2020	
Number of individuals participating in cessation and prevention programs and services			
2Morrow Health App downloads and activations for Tobacco and Smoking Program			14 2020, Washington State Department of Health (includes October 2018 - December 2020)
State Quitline Registrations per year			10 2019 (Washington State Department of Health)
			11 2020 (Washington State Department of Health)
Number of restaurants partnered with BZP and WW County to add tobacco and smoke free messaging	0	0	

Walla Walla Valley Places and People baseline data not listed below will be collected as part of year one transformation.

WALLA WALLA VALLEY PLACES BASELINE DATA				
SCHOOLS				
	Walla Walla	College Place	Walla Walla & College Place Combined	Walla Walla County
	Data year & source	Data year & source	Data year & source	Data year & source
DATA POINTS				
Absentee rate	10.4	14.30%		
Students participating in active transportation				
Childhood obesity				
Participation in healthy school-lunch programs				
Total volunteer hours completed by high school students				
Number of minutes of physical activity by grade level				
Kindergarten readiness rates	48.1	23.8		
WORKSITES				
	Walla Walla	College Place	Walla Walla & College Place Combined	Walla Walla County
	Data year & source	Data year & source	Data year & source	Data year & source
DATA POINTS				
Number of healthy vending and cafeteria options at worksites				
Number of employees engaged in Blue Zones Project activities				
Absenteeism/or number of sick days at individual worksites				

Employee satisfaction on surveys associated with well-being				
Number of worksites engaged in the promotion of onsite well-being breaks				
Number of employees who take the RealAge Test				
Number of employees who participate in health activities (i.e.: hydration challenges, weight-loss challenges)				
Number of employees engaged in Blue Zones Project activities				
GROCERY STORES				
	Walla Walla	College Place	Walla Walla & College Place Combined	Walla Walla County
	Data year & source	Data year & source	Data year & source	Data year & source
DATA POINTS				
Number of taste tests hosted by grocery stores				
Number of individuals who participate in cooking demonstrations				
Number of healthy meals kits sold				
Number of meal-kit promotions				
Number of grocery stores completing the Blue Zones Project Grocery Store Pledge				
Sales of fruits and vegetables: dollars or percentage				
Sales of fruits and vegetables by government-assisted food-program participants				
Sales of Blue Zones-inspired dinner kits: dollars or units				

Sales of Blue Zones-inspired grab
and go meals: dollars or units

RESTAURANTS

	Walla Walla	College Place	Walla Walla & College Place Combined	Walla Walla County
	Data year & source	Data year & source	Data year & source	Data year & source

DATA POINTS

Number of restaurants
completing the Blue Zones
Project Restaurant Pledge

Sales of Blue Zones-inspired
dishes

Number of restaurants that offer
Blue Zones-inspired dishes

Number of Blue Zones-inspired
menu options available
community wide

Number of healthy cooking
demonstrations and/or taste tests
hosted by restaurants

Sales of half-sized portions

Sales of non-sugary beverages

Number of restaurants sourcing
produce from local farms

Sales of Blue Zones-inspired
dishes: dollars or percentage

WALLA WALLA VALLEY PEOPLE BASELINE DATA				
INDIVIDUAL ENGAGEMENT				
	Walla Walla	College Place	Walla Walla & College Place Combined	Walla Walla County
	Data year & source	Data year & source	Data year & source	Data year & source
DATA POINTS				
Number of national media stories about Blue Zones Project				
Number of local media stories featuring personal transformations and success stories				
Number of earned interviews on local radio				
Positive or neutral sentiment as defined by Cision				
Number of Moai participants				
Number of contacts in email database				
Number of followers on social media				
Volunteer opportunities made available in all areas of the Walla Walla Valley				
Number of community partnerships established with not-for-profit, civic, or faith-based community organizations				
Number of Blue Zones Project Story presentations				
Number of individuals who volunteer with community organizations or in events promoted by Blue Zones Project				
Number of individuals who participate in a Purpose Workshop				
Number of individuals who take the Personal Pledge				

Reference Documents

Available Upon Request

- ☐ Blue Zones Project Walla Walla Valley Discovery Report
- ☐ Food Policy Discovery Report
- ☐ Tobacco Policy Discovery Report
- ☐ Built-Environment Policy Discovery Report

Contact Info

MAKE THE
HEALTHY
CHOICE
THE EASY
CHOICE.

City of College Place, Washington

RESOLUTION NO. 22-018

A RESOLUTION IN SUPPORT OF BLUE ZONES PROJECT WALLA WALLA VALLEY, PROMOTING HEALTHY ENVIRONMENTS FOR THE COMMUNITY AND CITY EMPLOYEES, AND ENCOURAGING CITY DEPARTMENTS AND PROGRAMS TO OFFER HEALTHY FOOD AND BEVERAGE OPTIONS.

WHEREAS, the City of College Place is dedicated to improving the health and wellbeing of all community members through city policies, plans and programs that will collectively improve the wellbeing and economic vitality of our community; and

WHEREAS, Blue Zones Project Walla Walla Valley is a community-wide well-being improvement initiative designed to make healthy choices easier by encouraging evidence-based, sustainable changes in community policy, social networks, and organizations including worksites, schools, restaurants, grocery stores, and community organizations; and

WHEREAS, the City of College Place is a key partner in community wellbeing and intends to become a Blue Zones Project approved worksite by providing healthy environments for city staff; and

WHEREAS, the City of College Place, as part of the Walla Walla Valley, intends to become a Blue Zones Project certified community by promoting policy, systems and environment changes that make the healthy choice the easier choice; and

WHEREAS, our nation and state face a major public health crisis in the form of rising rates of chronic disease associated with sedentary lifestyles, poor nutrition, and tobacco use, increases in type 2 diabetes, adult and childhood obesity, and cardiovascular disease, and rising healthcare costs, all of which hinder the economic vitality of our community; and

WHEREAS, secondhand smoke has been repeatedly identified as a health hazard, and the City of College Place has a unique opportunity to promote tobacco-free environments by encouraging city-permitted events to be conducted free of tobacco, nicotine and smoke; and

WHEREAS, the well-being of our residents is impacted by chronic diseases associated with sweetened beverages and diet, including type 2 diabetes, adult and childhood obesity, tooth decay and poor oral health, and, according to a recent survey, only one half of adults in the Valley eat the recommended daily serving of fruit and vegetables; and

WHEREAS, Blue Zones Project Walla Walla Valley, in collaboration with our community partners, seeks to improve the overall well-being of everyone in the Walla Walla Valley, leading to healthier, happier citizens, lower healthcare costs, and higher productivity, offering benefits for everybody; and

WHEREAS, The College Place City Council finds that healthy food and beverage environments that make healthy food and beverage choices easy and routine are desirable in order to improve the health and well-being of community members,

NOW THEREFORE, they City of Council of the City of College Place resolves as follows:

Section 1: The City Council encourages City Departments to identify and promote healthier food and beverage opportunities through food served or given away at city-sponsored events and programs. “Healthier” food and beverage options can be guided by the Washington State Department of Health Healthy Nutrition Guidelines for Meetings and Events (Appendix A) or the Blue Zones Project Healthy Food and Beverage Guidelines (Appendix B). This includes reducing or eliminating sugar-sweetened beverages.

Section 2: Events permitted by the City of College Place should be tobacco, vape and smoke free to establish a healthy environment that will promote the wellbeing of community members.

Section 3: The City Council commits to becoming a Blue Zones Project approved worksite and encourages city staff to participate in Blue Zones Project related activities, promotions and events.

Section 4: The City Council encourages all College Place community members to participate in Blue Zones Project events and activities, which are always free and open to the public. Community members are also encouraged to participate in other activities that increase well-being such as joining or supporting a community garden, volunteering in the community and finding time to connect with loved ones.

Section 5: Clerical Corrections. The City Clerk is authorized to make necessary clerical corrections to this resolution including, but not limited to, the correction of scrivener’s/clerical errors, references, resolution numbering, section/subsection numbers and any references thereto.

Section 6: 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 8th day of March, 2022.

Attest:

Norma L. Hernández, Mayor

Lisa R. Neissl, CMC
City Clerk

APPENDIX A

Washington State Department of Health Healthy Nutrition Guidelines for Meetings and Events¹

To meet the Healthy Nutrition Guidelines for Meetings and Events, choose foods and beverages that meet at least the Healthy standard. We encourage agencies to work to meeting the Healthier and Healthiest standards.

Healthy

- Provide food and beverage options that are appropriate for the attendees' dietary and cultural food needs.
- Provide water at breaks and meals—preferably tap water.
- Provide low and no calorie beverage options when you serve beverages other than water.
- Serve fruit or vegetables for all light refreshments and meals.
- Choose foods that are low in fat—especially saturated and trans fats.

Healthier

- Meet the Healthy standard.
- When you serve grains, make sure that whole grain rich options are available.
- When you serve dairy, make sure that low-fat or non-fat dairy options are available.
- When you serve proteins, make sure that lean meat and low-fat, non-meat protein options are available.
- Provide healthy portion sizes. For example, serve small or half bagels, 3–5 ounce servings of meat, and cakes and brownies in small serving sizes (2" square or smaller).

Healthiest

- Meet the Healthier standard.
- Provide at least one lower sodium option.
 - Lower sodium is no more than 360mg of sodium or less per snack item, 480mg of sodium or less per individual food item as served, or 900mg of sodium or less per meal.
 - Find out how to reduce sodium in meetings and events.
- Serve Washington grown foods when possible.
- Ask your caterer about providing local foods.
- Purchase foods from local farmers market.

Appendix B

Blue Zones Healthy Food and Beverage Suggestions

Adapted from the Blue Zones Food Guidelines

- Use recipes or foods that revolve around fruits, vegetables, grains, greens, and beans, and consider offering one non-meat entree.
- Limit Meat and Dairy. Serve entrees that have smaller portions of meat (such as no larger than a deck of cards). Avoid processed meats such as hot dogs, bacon, and sausages. When using cheese in a dish try ice-cube size portions, mostly to flavor foods.
- Add Beans. Try to increase the number of types of beans that are offered, including tofu, which contain high quality protein and fiber.

¹ <https://www.doh.wa.gov/CommunityandEnvironment/WorksiteWellness/HealthyNutritionGuidelines/MeetingsEvents/Guidelines>

- Limit Sugar. Reserve cookies, cakes, and candies for special occasions or serve them in small serving sizes.
- Add Nuts. Incorporate nuts like almonds, walnuts, Brazil nuts, and peanuts into recipes. Avoid sugar-coated nuts.
- Whole Grain or Sourdough Bread. Try to serve 100% whole grain breads or sourdough bread made from live cultures and whole grain or corn tortillas over flour tortillas. Avoid white breads and wraps.
- Healthier Beverages. Offer water for free and advertise it. Unsweetened teas and coffee are great. Avoid sugar-sweetened beverages and diet sodas.
- Reduce sugar-sweetened beverages by switching to smaller sizes and adding non-sweetened beverage options like water or seltzer water.
- Encourage vendors selling food at City-sponsored or coordinated events to replace one “non-healthy” food or beverage item with a healthier item.

SPEED ZONE STUDY

DATE: September 13, 2021

TO: Michael Laughery | City of Walla Walla
Michael Rizzitiello | City of College Place
Seth Walker and Tony Garcia | Walla Walla County

FROM: Lacy Brown, Veronica Sullivan, and Jenna Bogert | DKS Associates

SUBJECT: Speed Limit Suggestions for Taumarson Rd-Prospect Rd-Reser Rd Corridor Project #21119-000

DKS assisted the City of Walla Walla, City of College Place, and Walla Walla County to conduct a speed zone study along Reser Rd, Prospect Ave, and Taumarson Rd that together form a 4.4-mile corridor with multi-agency jurisdiction. The agencies have received concerns from citizens regarding the variations in speed zones throughout the corridor since the posted speed limit ranges from 20 mph (School Zone) to 35 mph. The objective of this memo is to summarize the results of our speed limit analysis on the study corridor and provide suggested speed limits based on the most recent national research methods and tools available.

STUDY AREA

The 4.4-mile study corridor serves as a primary east-west route along the southern portion of the City of Walla Walla. Based on various jurisdictional planning documents, the entire study corridor is classified as a Minor Arterial. Taumarson Rd has three jurisdictional ownerships (City of Walla Walla, Walla Walla County, and City of College Place) and Prospect Ave and Reser Rd have two jurisdictional ownerships (City of Walla Walla and Walla Walla County), as shown in Figure 1.

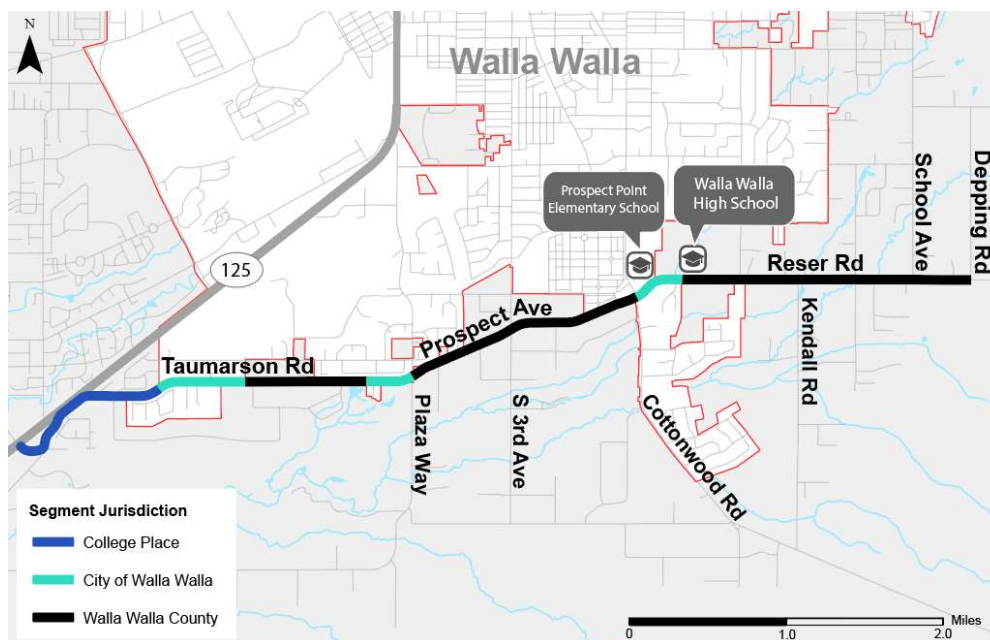


Figure 1. Jurisdictional ownerships along study corridor.

EXISTING CONDITIONS

Existing Posted Speed Limits

The study corridor stretches from SR-125 to Depping Rd and the speed limits vary from 20 mph in a school zone to 35 mph. As shown in Figure 2 below, the speed limit along the corridor starts at 25 mph at the western corridor extent at SR-125 and transitions to 35 mph at SE Freedom Pl. East of SE Freedom Pl, the speed limit is reduced to 30 mph. Travelling along Prospect Ave, from Plaza Way to Depping Rd, the speed limit is raised to 35 mph.

In addition, between Cottonwood Rd and Walts Ln, there is a School Zone along Reser Rd that lowers the 35 mph speed limit to 20 mph in front of Prospect Point Elementary School and Walla Walla High School when the school flashers are on or when children are present. This School Zone segment is shown in Figure 2 as the yellow and black hatched segment. Overall, the posted speed limit changes five times along this 4.4-mile corridor between SR-125 and Depping Rd.

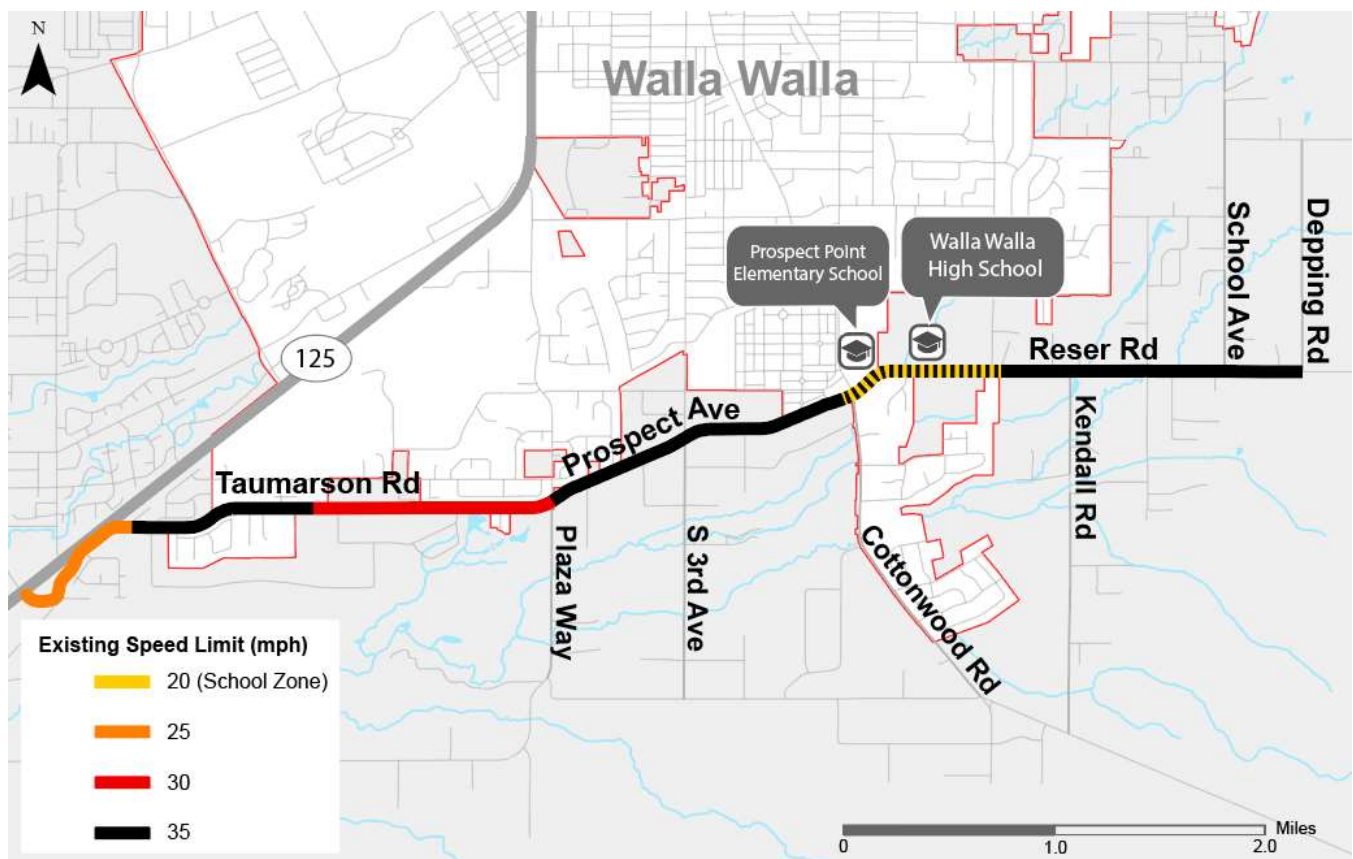


Figure 2. Existing posted speed limits along study corridor.

School Zone

The School Zone in front of Walla Walla High School and Prospect Point Elementary School stretches along Reser Rd from west of Cottonwood Rd to just east of Walts Ln.

While traveling eastbound, there is a School Speed Limit sign located just west of the Cottonwood Road intersection that reads “School Speed Limit 20 mph When Flashing” with a flashing beacon. Further east along the corridor, there is another school feedback sign just west of Costello Pl that reads “School Speed Limit 20 mph When Children Are Present”, as shown in Figure 3.

While traveling westbound, there is a School Speed Limit sign near Walts Lane that reads “School Speed Limit 20 mph, When Children Are Present.” Additionally, there is another posted School Speed Zone sign in the westbound direction located near Costello Pl that reads “School Speed Limit 20 mph When Flashing” which also has a flashing beacon, as shown in Figure 4. Just beyond that sign, there is also a speed radar, also known as a driver feedback sign, that is a traffic calming device designed to slow vehicles down by alerting them of their speed.



Figure 3. School speed limit sign facing eastbound along Reser Rd.



Figure 4. School speed limit flasher and speed radar sign facing westbound along Reser Rd.

Collision Data

Collision data was retrieved from the Washington Department of Transportation (WSDOT) Public Disclosure Request Center for the state of Washington between the years of 2015 to 2020. The project team used Tableau to map the collisions and filter the data to the study corridor. Between 2015 and 2020, the study corridor experienced 78 collisions, including 2 fatalities. Of the 78 collisions, 5 were identified by the reporting law enforcement officer as related to speeding.

One of the fatalities occurred in 2015 at 10 pm and involved a vehicle hitting a pedestrian along Reser Rd between Kendall Rd and S Wilbur Ave, where there are no streetlights. Speeding was not indicated as a contributing circumstance. The other fatal crash occurred at the intersection of Taumaron Rd/Plaza Way in 2019. The motorcyclist was traveling faster than the posted speed limit at night heading eastbound on

Taumarson Rd, ran off the road, and hit a metal post. For more detailed collision data along the study corridor, see Appendix A.

Vehicle, Bike and Pedestrian Facilities

The study corridor is an undivided 2-lane road with some horizontal curvature. Vehicle traffic volume and operating speeds were collected by All Traffic Data on June 10, 2021, at eight different locations along the study corridor. The ADT along the study corridor ranges between 3,300 vpd in the eastern region and 6,000 vpd in the western region.

There are bike lanes on both sides of the road along the study corridor from SR-125 to Fern Ave (approximately 3.4 miles). Based on stakeholder feedback, this study corridor is often used by bicyclists in the region, especially on Taumarson Rd between SR-125 and Plaza Way.

There is existing, wide sidewalk on the south side of Taumarson Rd (between SR 125 and Plaza Way) and sidewalk on the north side of Prospect Ave (between Plaza Way and Cottonwood Rd). Sidewalks exist on both sides of Reser Road between Cottonwood Rd and Fern Ave. The remainder of the study corridor to the east is unimproved with no sidewalks or designated bicycle facilities.



Figure 5. Roadway facilities of Taumarson Rd near Havstad Drive facing east.

POSTED SPEED LIMIT APPROACH

There are currently no speed limit policies listed in the City of Walla Walla or City of College Place municipal codes. The Walla Walla County municipal code states that in order to determine whether the maximum speed permitted on a roadway is reasonable or safe for prevailing conditions shall be based on an engineering study and traffic investigation. No details on the contents of the study are provided. Therefore, the scope of work for this speed zone study will be based on guidance provided in National Cooperative Highway Research Program (NCHRP) Report 966: Posted Speed Limit Setting Procedure and Tool.

NCHRP Project 966: Guidance for the Setting of Speed Limits

Current research promotes identification of a Target Speed for each corridor based on the roadway's context and type, and then applying drivers' operating speeds, roadway characteristics, and collision risk and rate to further refine the most appropriate speed limit for each segment. NCHRP researchers investigated factors that influence operating speed and safety. Through their research and knowledge, NCHRP was able to develop guidance through a multi-step decision-making procedure with collecting and calculating operating speeds, based on a variety of inputs, as illustrated in Figure 7.

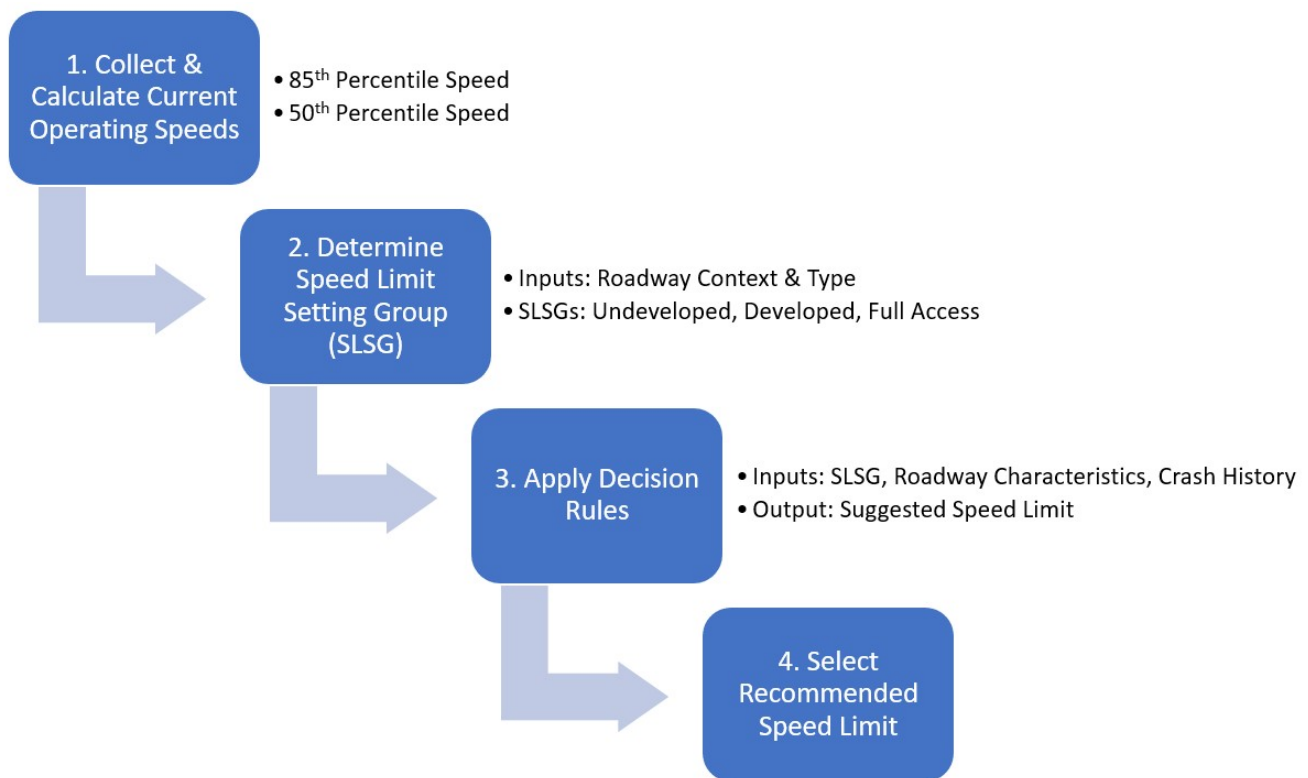


Figure 6. NCHRP 966 decision-making procedure.

Based on their research, the NCHRP research team developed a draft speed limit setting tool (SLS-Tool) that allows engineers to make informed decisions about setting appropriate speed limits. The DKS team used the draft SLS-Tool to determine suggested posted speed limits for the study corridors. Detailed summary tables are reported in Appendix B. The SLS-tool based the suggested speed limit on the following attributes for developed areas:

- Roadway context
- Roadway type
- 85th-percentile speed
- 50th-percentile speed
- Segment length
- Number of lanes
- Number of traffic signals
- Number of access points (not including single-detached driveways)
- Bicyclist activity /bike lane type
- Sidewalk presence
- Sidewalk buffer presence
- Pedestrian activity
- On-street parking activity
- Parallel parking activity
- Angle-parking activity
- Adverse alignment present
- Crash data
- Average AADT (Due to data availability, recent average daily total was used as a conservative measure of vehicles/day)

The DKS team applied the general concepts and made initial calculations using the NCHRP 966 project's *User Guide for Posted Speed Limit Setting Procedure and Tool*¹.

¹ Source; <http://www.trb.org/main/blurbs/182038.aspx>

SUGGESTED POSTED SPEED LIMIT RESULTS

The first step for applying the NCHRP 966 methodology is segmenting the study corridor into appropriate study segments. Based on existing conditions and stakeholder feedback, six segments were identified as study segments and can be seen in Figure 8 below.

- **Segment 1.** Taumarson Rd from SR 125 to Justice Ave
- **Segment 2.** Taumarson Rd from Justice Ave to Plaza Way
- **Segment 3.** Prospect Ave from Plaza Way to S 3rd Ave
- **Segment 4.** Prospect Ave from S 3rd Ave to Cottonwood Rd
- **Segment 5.** Reser Rd from Cottonwood Rd to Walts Ln
- **Segment 6.** Reser Rd from Walts Ln to Depping Rd

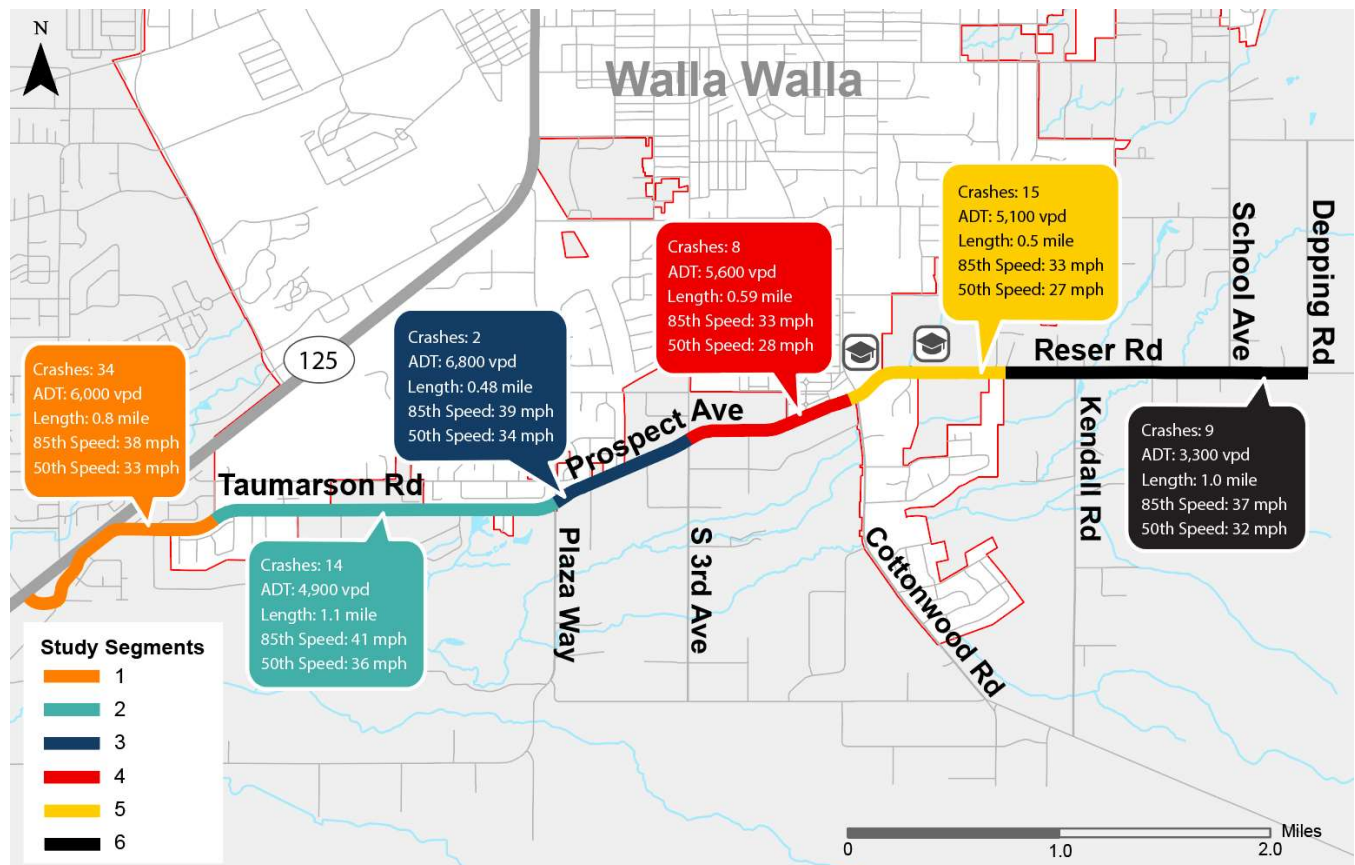


Figure 7. Corridor study segments.

For more information regarding crash data per segment refer to Appendix A.

The DKS team used the NCHRP 966 SLS-Tool to determine a suggested posted speed limit based on existing operating speeds, site characteristics, and crash data. Table 1 summarizes the results of the tool's outputs and Figure 8 shows the results graphically. The complete list of inputs for each study corridor can be found in Appendix B.

Table 1: Study Corridors Comparison

Segment	Length (mi)	Roadway Context	ADT (vehicles per day)	Percentile Speeds 85th/50th (mph)	Number of Crashes (2015-2020)	Existing Speed Limit	Suggested Posted Speed Limit (mph)	DKS Recommended Posted Speed Limit
1. Taumaron Rd from SR 125 to Justice Ave	0.8	Suburban	6,000	38/33	5 ^a	25	35 ^b	35
2. Taumaron Rd from Justice Ave to Plaza Way	1.1	Rural Town	4,900	41/36	14	35/30	35	35
3. Prospect Ave from Plaza Way to S 3rd Ave	0.48	Rural Town	6,800	39/34	2	35	35	35
4. Prospect Ave from S 3rd Ave to Cottonwood Rd	0.59	Rural Town	5,600	33/28 ^c	8	35	30	35
5. Reser Rd from Cottonwood Rd to Walts Ln	0.50	Rural Town	5,100	33/27 ^d	15	20/35 ^e	25	30
6. Reser Rd from Walts Ln to Depping Rd	1.0	Rural Town	3,300	37/32	9	35	35	35

ADT: Average Daily Traffic

^a Segment 1 does not include the intersection-related crashes at the SR 125 intersection.

^b Horizontal alignment should be evaluated for advisory speed warning signs.

^{c, d} These percentile speeds exclude any speed data during the hours when the School Zone flashing beacons were activated.

^e Segment 5 contains 20 mph school speed zone.

The percentile speed data for Segment 5 is lower than the posted speed limit (35 mph). These percentile speeds exclude any speed data during the hours when the School Zone flashing beacons are activated. However, some signage in the School Speed Zone (Segment 5) reads “When Children Are Present” and does not have flashing beacons. Because the signage in the area does not explicitly state what time of day the speed limit is 20 mph in this area, it is possible that vehicles drive slower than the posted 35 mph speed limit at all times of day. Additionally, the speed radar sign, which is always activated, impacts vehicle speeds (Segment 5) at all times of the day. It should be noted also that there was some construction occurring at the high school at the time of the data collection that could have impacted vehicle speeds and volumes. The lower suggested speed limit from the SLS-Tool on Segment 5 (25 mph) is likely influenced by these factors.

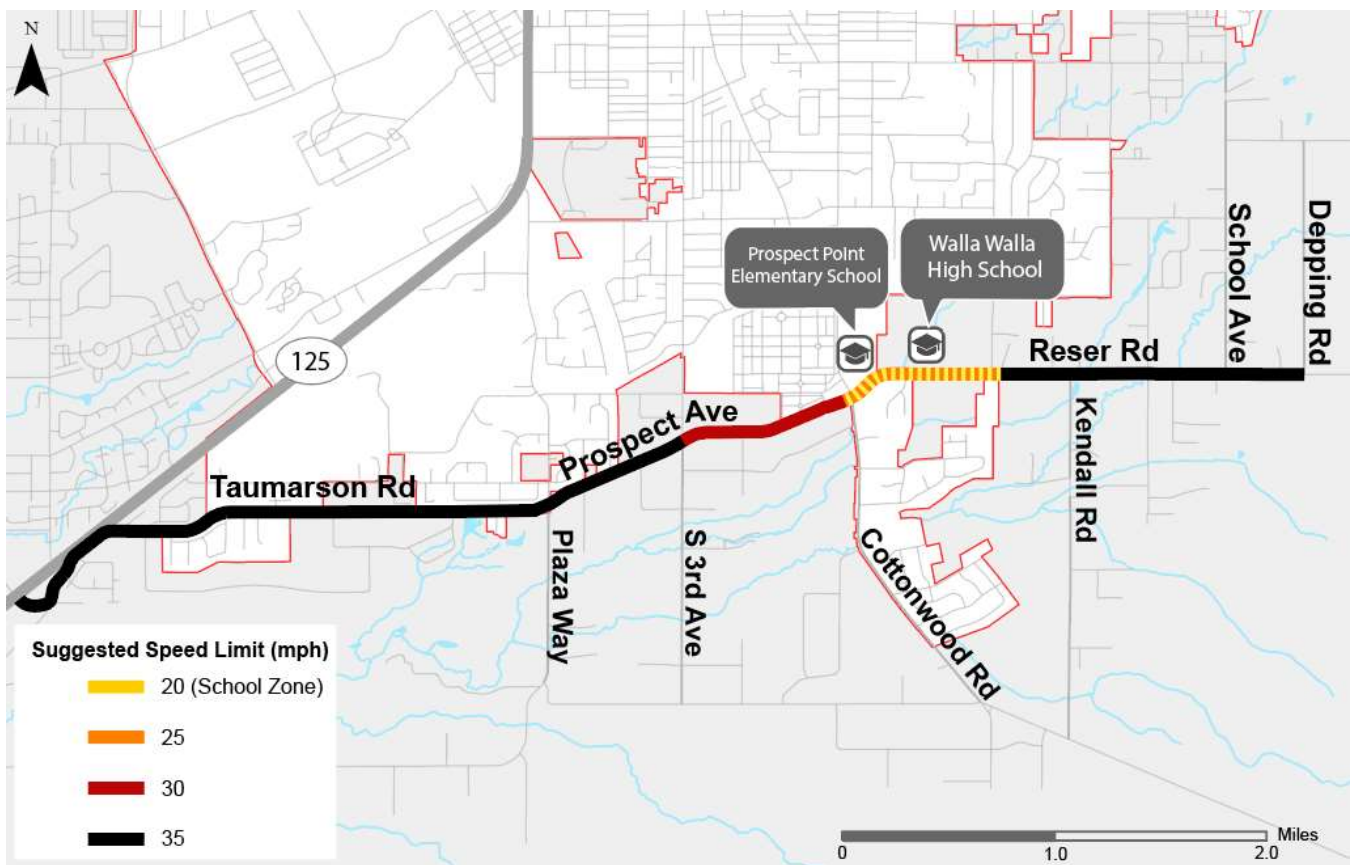


Figure 8. NHCPR 966 suggested posted speed limits.

RECOMMENDED POSTED SPEED LIMITS

Based on discussions with the City of Walla Walla, Walla Walla County, and City of College Place, DKS recommends the following changes to the suggested speed limits shown in Table 1 and Figure 8:

- The recommended posted speed limit on Segment 4 be 35 mph to be consistent with the suggested speed limits of 35 mph on the other segments (except Segment 5). DKS is comfortable with this recommendation since the posted speed limit is currently 35 mph on this segment and there are no safety concerns.
- The recommended posted speed limit on Segment 5 be 30 mph due to the previously discussed varying factors that may have impacted the collected percentile speed data on Segment 5.

All other segments, the recommended speed limit is the suggested speed limit. See the figure below for the recommended speed limits.

DKS also recommends that the horizontal curve on Segment 1 be evaluated to determine the need for advisory speed warning signs with the implementation of the recommended speed limit change.

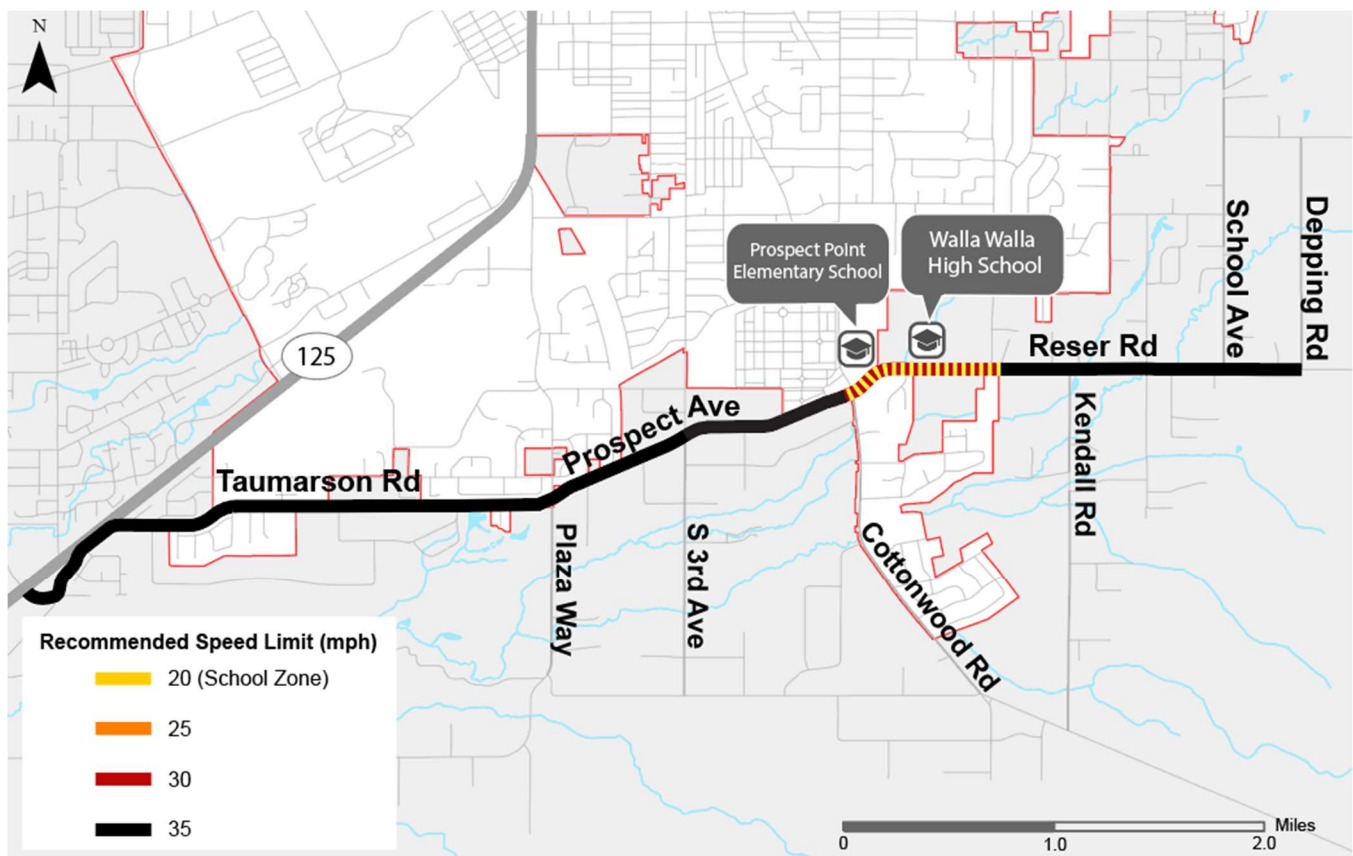


Figure 9. DKS recommended posted speed limits.

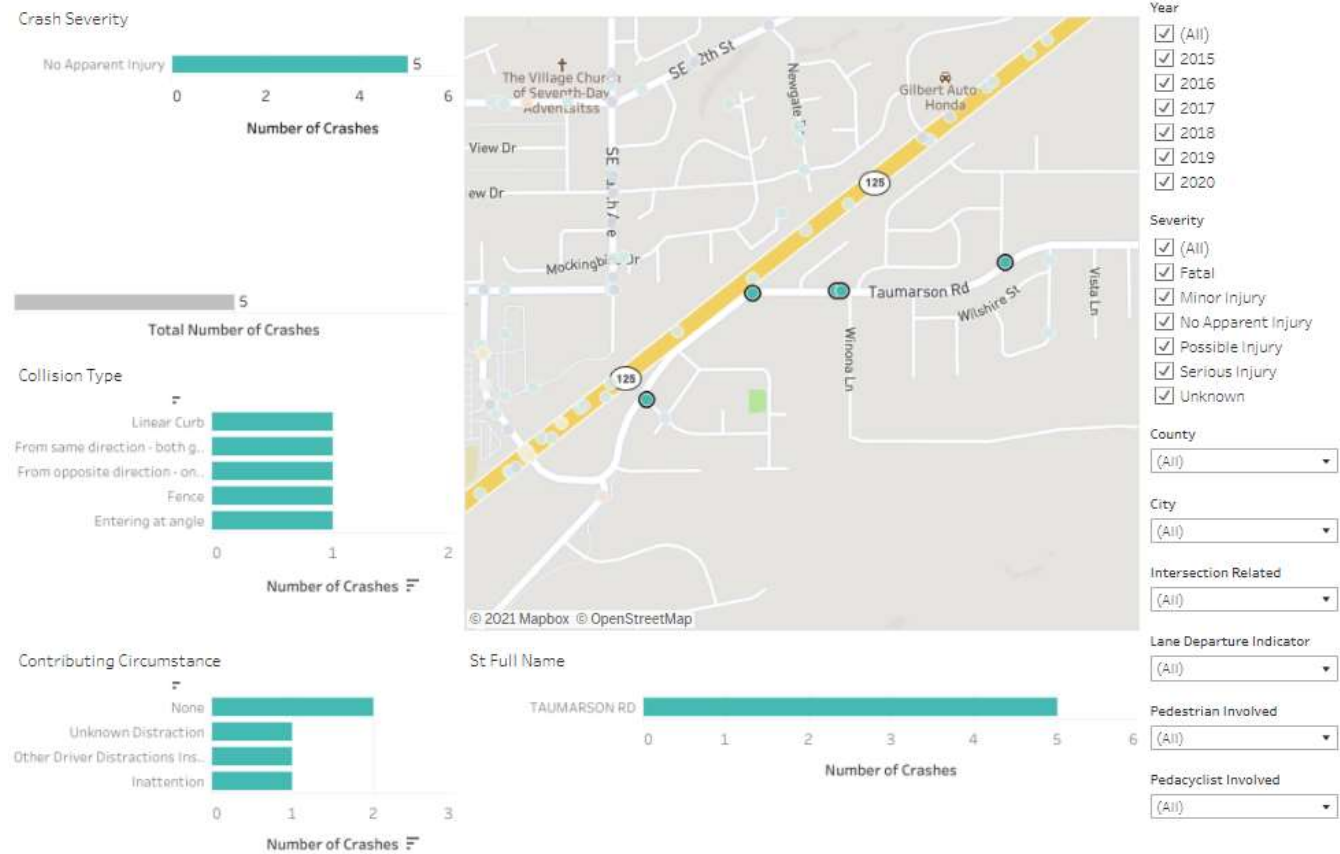
Overall Crashes along Study Corridor



Segment 1: Taumaron Rd from SR 125 to Justice Ave

Washington DASH (2015-2020)

DKS

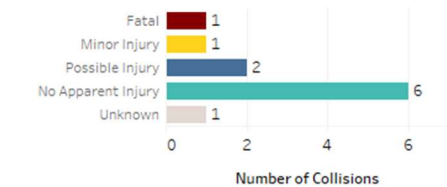


Segment 2: Taumaron Rd from Justice Ave to Plaza Way

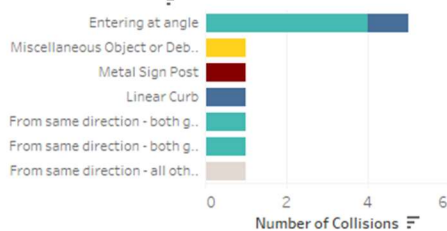
Washington DASH (2015-2020)

DKS

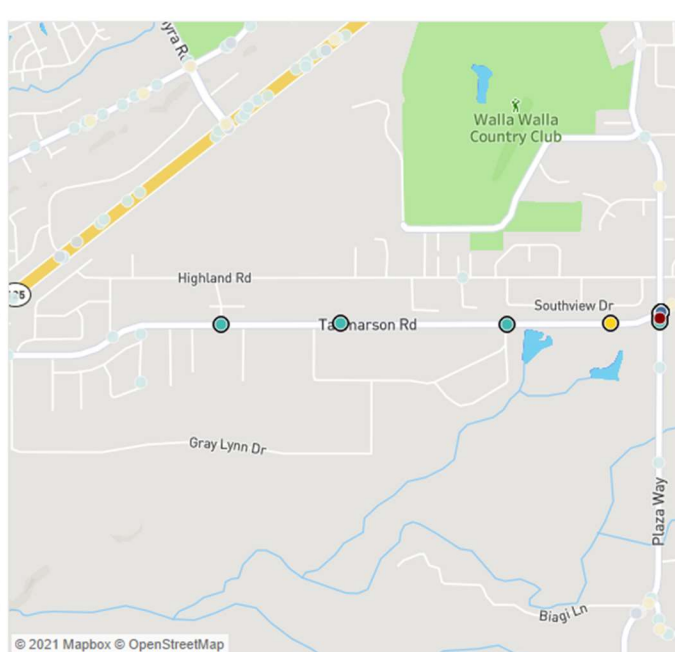
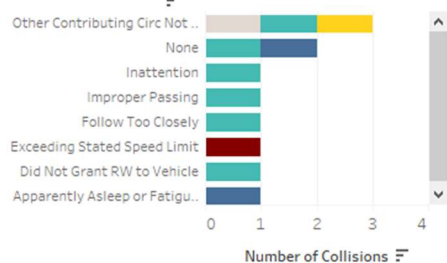
Crash Severity



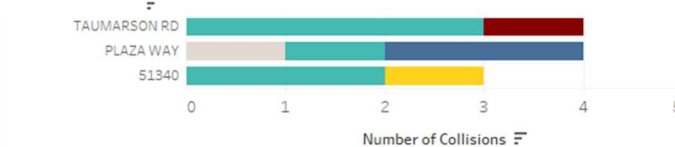
Collision Type



Contributing Circumstance



St Full Name



Year

- ☒ (All)
- ☒ 2015
- ☒ 2016
- ☒ 2017
- ☒ 2018
- ☒ 2019
- ☒ 2020

Severity

- ☒ (All)
- ☒ Fatal
- ☒ Minor Injury
- ☒ No Apparent Injury
- ☒ Possible Injury
- ☒ Serious Injury
- ☒ Unknown

County

(All)

City

(All)

Intersection Related

(All)

Lane Departure Indicator

(All)

Pedestrian Involved

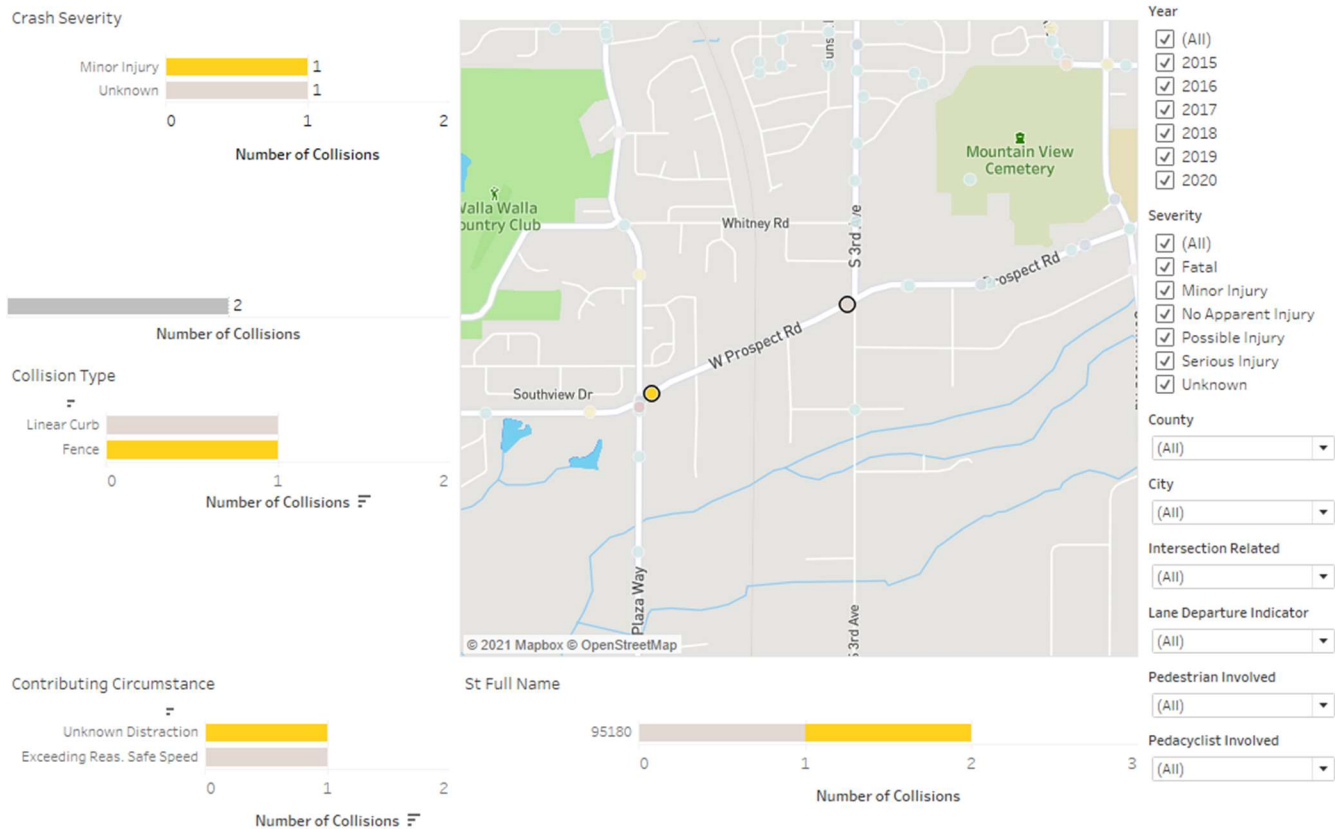
(All)

Pedacyclist Involved

(All)

Segment 3: Prospect Ave from Plaza Way to S 3rd Ave

Washington DASH (2015-2020)

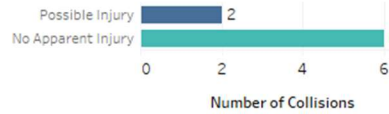


Segment 4: Prospect Ave from S 3rd Ave to Cottonwood Rd

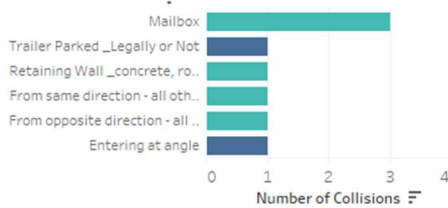
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DKS

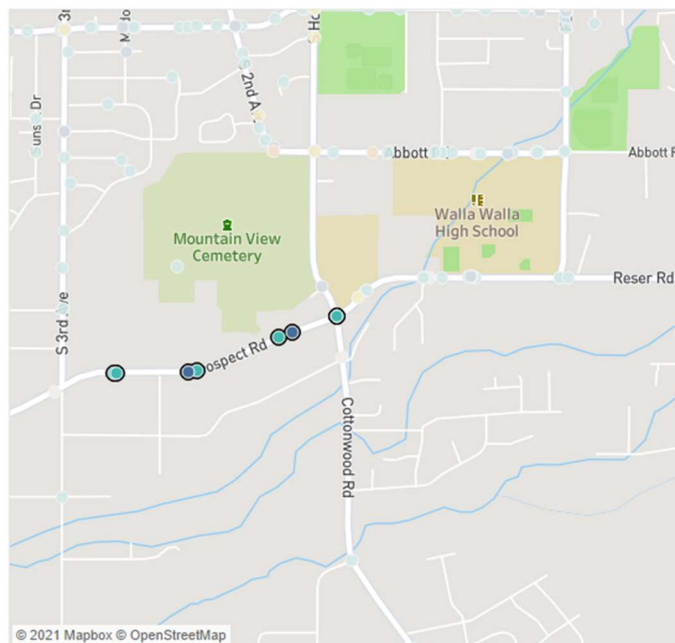
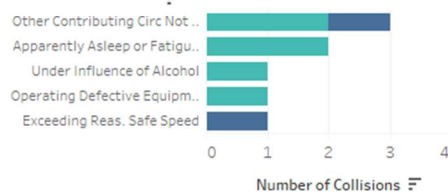
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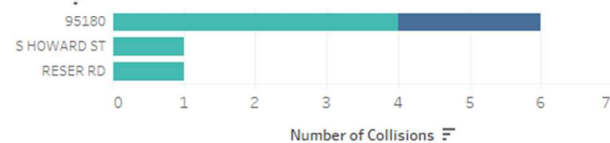
Collision Type



Contributing Circumstance



St Full Name



Year

- ☒ (All)
- ☒ 2015
- ☒ 2016
- ☒ 2017
- ☒ 2018
- ☒ 2019
- ☒ 2020

Severity

- ☒ (All)
- ☒ Fatal
- ☒ Minor Injury
- ☒ No Apparent Injury
- ☒ Possible Injury
- ☒ Serious Injury
- ☒ Unknown

County

(All)

City

(All)

Intersection Related

(All)

Lane Departure Indicator

(All)

Pedestrian Involved

(All)

Pedacyclist Involved

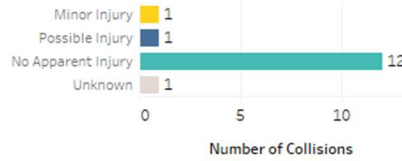
(All)

Segment 5: Reser Rd from Cottonwood Rd to Walts Ln

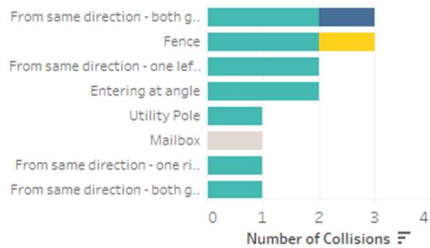
Washington DASH (2015-2020)

DKS

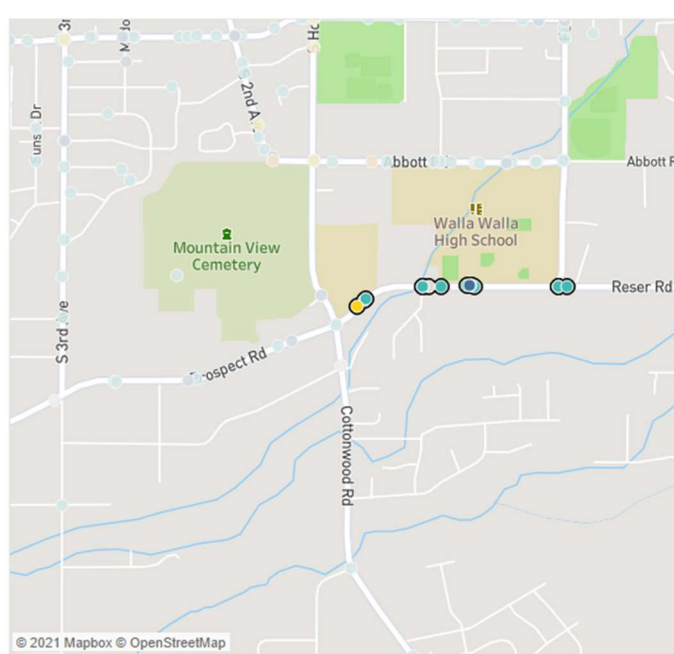
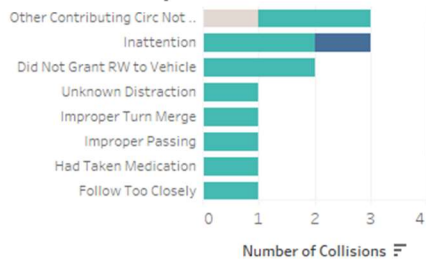
Crash Severity



Collision Type



Contributing Circumstance



Year

- ☒ (All)
- ☒ 2015
- ☒ 2016
- ☒ 2017
- ☒ 2018
- ☒ 2019
- ☒ 2020

Severity

- ☒ (All)
- ☒ Fatal
- ☒ Minor Injury
- ☒ No Apparent Injury
- ☒ Possible Injury
- ☒ Serious Injury
- ☒ Unknown

County

(All)

City

(All)

Intersection Related

(All)

Lane Departure Indicator

(All)

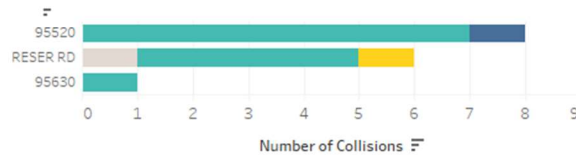
Pedestrian Involved

(All)

Pedacyclist Involved

(All)

St Full Name

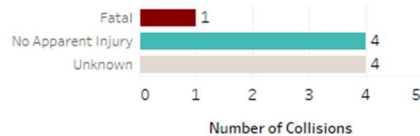


Segment 6: Reser Rd from Walts Ln to Depping Rd

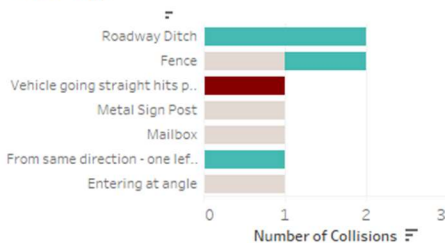
Washington DASH (2015-2020)

DKS

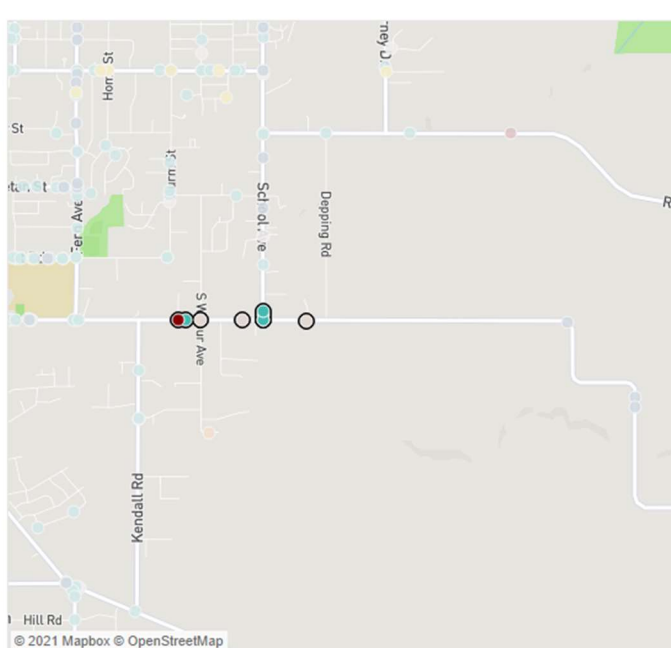
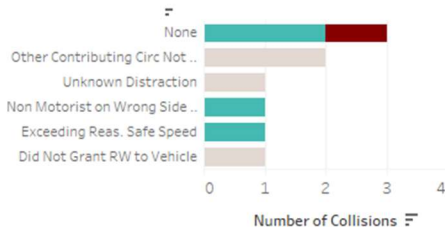
Crash Severity



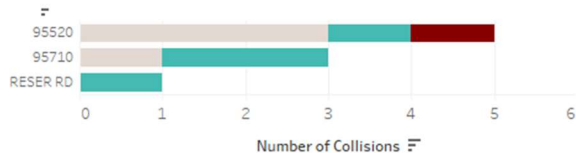
Collision Type



Contributing Circumstance



St Full Name



Year

- ☒ (All)
- ☒ 2015
- ☒ 2016
- ☒ 2017
- ☒ 2018
- ☒ 2019
- ☒ 2020

Severity

- ☒ (All)
- ☒ Fatal
- ☒ Minor Injury
- ☒ No Apparent Injury
- ☒ Possible Injury
- ☒ Serious Injury
- ☒ Unknown

County

(All)

City

(All)

Intersection Related

(All)

Lane Departure Indicator

(All)

Pedestrian Involved

(All)

Pedacyclist Involved

(All)

APPENDIX B: INPUTS FOR NCHRP 966 TOOL

Site Description Data			
Suburban	Roadway Context		
Minor arterial	Roadway Type		
Yes	Are Crash Data Available?		
DKS	Analyst		
7/28/2021	Date		
Taumarson Rd	Roadway Name		
SR 125 to Justice Ave	Description		
25	Current speed limit (mph)		
Segment 1	Notes		
Analysis Results			
Speed limit setting group		Developed	
Suggested speed limit (mph)		35	
Speed Data			
60	Maximum speed limit (mph)		
38	85th-percentile speed (mph)		
33	50th-percentile speed (mph)		
Site Characteristics			
0.8	Segment length (mi)		
2	Number of lanes (two-way total)		
Undivided	Median type		
1	Number of traffic signals		
16	Number of access points (total of both directions)		
High / Not separated	Bicyclist activity / bike lane type		
Adequate	Sidewalk presence / width		
Not present	Sidewalk buffer		
High	Pedestrian activity		
Not high	On-street parking activity		
No	Parallel parking permitted?		
No	Angle parking present?		
Yes	Adverse alignment present?		
Crash Data			
6	Number of years of crash data		
6,000	Average AADT for crash data period (veh/d)		
No	Is the segment a one-way street?		
5	All (KABCO) crashes for crash data period		
0	Fatal & injury (KABC) crashes for crash data period		
1.3 x average KABCO crash rate (crashes / 100 MVMT)		267.0	
1.3 x average KABC crash rate (crashes / 100 MVMT)		82.9	
Critical KABCO crash rate (crashes / 100 MVMT)		290.7	
Critical KABC crash rate (crashes / 100 MVMT)		109.0	

Site Description Data			
Rural town	Roadway Context		
Minor arterial	Roadway Type		
Yes	Are Crash Data Available?		
DKS	Analyst		
7/28/2021	Date		
Taumarson Rd	Roadway Name		
Justice Ave to Plaza Way	Description		
30	Current speed limit (mph)		
Segment 2	Notes		
Analysis Results			
		Speed limit setting group	Developed
		Suggested speed limit (mph)	35
Speed Data			
60	Maximum speed limit (mph)		
41	85th-percentile speed (mph)		
36	50th-percentile speed (mph)		
Site Characteristics			
1.1	Segment length (mi)		
2	Number of lanes (two-way total)		
Undivided	Median type		
1	Number of traffic signals		
16	Number of access points (total of both directions)		
High / Not separated	Bicyclist activity / bike lane type		
Adequate	Sidewalk presence / width		
Not present	Sidewalk buffer		
Some	Pedestrian activity		
Not high	On-street parking activity		
No	Parallel parking permitted?		
No	Angle parking present?		
No	Adverse alignment present?		
Crash Data			
6	Number of years of crash data		
4,900	Average AADT for crash data period (veh/d)		
No	Is the segment a one-way street?		
11	All (KABCO) crashes for crash data period		
1	Fatal & injury (KABC) crashes for crash data period		
1.3 x average KABCO crash rate (crashes / 100 MVMT)		271.9	
1.3 x average KABC crash rate (crashes / 100 MVMT)		83.6	
Critical KABCO crash rate (crashes / 100 MVMT)		282.6	
Critical KABC crash rate (crashes / 100 MVMT)		106.9	

Site Description Data			
Rural town	Roadway Context		
Minor arterial	Roadway Type		
Yes	Are Crash Data Available?		
DKS	Analyst		
7/28/2021	Date		
Prospect Ave	Roadway Name		
Plaza Way to S 3rd Ave	Description		
35	Current speed limit (mph)		
Segment 3	Notes		
Analysis Results			
		Speed limit setting group	Developed
		Suggested speed limit (mph)	35
Speed Data			
60	Maximum speed limit (mph)		
39	85th-percentile speed (mph)		
34	50th-percentile speed (mph)		
Site Characteristics			
0.48	Segment length (mi)		
2	Number of lanes (two-way total)		
Undivided	Median type		
0	Number of traffic signals		
11	Number of access points (total of both directions)		
High / Not separated	Bicyclist activity / bike lane type		
Adequate	Sidewalk presence / width		
Not present	Sidewalk buffer		
Some	Pedestrian activity		
Not high	On-street parking activity		
No	Parallel parking permitted?		
No	Angle parking present?		
Yes	Adverse alignment present?		
Crash Data			
6	Number of years of crash data		
6,800	Average AADT for crash data period (veh/d)		
No	Is the segment a one-way street?		
2	All (KABCO) crashes for crash data period		
1	Fatal & injury (KABC) crashes for crash data period		
	1.3 x average KABCO crash rate (crashes / 100 MVMT)	267.0	
	1.3 x average KABC crash rate (crashes / 100 MVMT)	82.9	
	Critical KABCO crash rate (crashes / 100 MVMT)	300.5	
	Critical KABC crash rate (crashes / 100 MVMT)	119.9	

Site Description Data			
Rural town	Roadway Context		
Minor arterial	Roadway Type		
Yes	Are Crash Data Available?		
DKS	Analyst		
7/28/2021	Date		
Prospect Ave	Roadway Name		
S 3rd Ave to Cottonwood Rd	Description		
35	Current speed limit (mph)		
Segment 4	Notes		
Analysis Results			
		Speed limit setting group	Developed
		Suggested speed limit (mph)	30
Speed Data			
60	Maximum speed limit (mph)		
33	85th-percentile speed (mph)		
28	50th-percentile speed (mph)		
Site Characteristics			
0.59	Segment length (mi)		
2	Number of lanes (two-way total)		
Undivided	Median type		
0	Number of traffic signals		
23	Number of access points (total of both directions)		
High / Not separated	Bicyclist activity / bike lane type		
Adequate	Sidewalk presence / width		
Not present	Sidewalk buffer		
Some	Pedestrian activity		
Not high	On-street parking activity		
No	Parallel parking permitted?		
No	Angle parking present?		
Yes	Adverse alignment present?		
Crash Data			
5	Number of years of crash data		
5,600	Average AADT for crash data period (veh/d)		
No	Is the segment a one-way street?		
8	All (KABCO) crashes for crash data period		
2	Fatal & injury (KABC) crashes for crash data period		
1.3 x average KABCO crash rate (crashes / 100 MVMT)		267.0	
1.3 x average KABC crash rate (crashes / 100 MVMT)		82.9	
Critical KABCO crash rate (crashes / 100 MVMT)		299.9	
Critical KABC crash rate (crashes / 100 MVMT)		119.5	

Site Description Data			
Rural town	Roadway Context		
Minor arterial	Roadway Type		
Yes	Are Crash Data Available?		
DKS	Analyst		
7/28/2021	Date		
Reser Rd	Roadway Name		
Cottonwood Rd to Walts Ln	Description		
20	Current speed limit (mph)		
Segment 5	Notes		
Analysis Results			
Speed limit setting group		Developed	
Suggested speed limit (mph)		25	
Speed Data			
60	Maximum speed limit (mph)		
33	85th-percentile speed (mph)		
27	50th-percentile speed (mph)		
Site Characteristics			
0.5	Segment length (mi)		
2	Number of lanes (two-way total)		
Undivided	Median type		
0	Number of traffic signals		
14	Number of access points (total of both directions)		
High / Not separated	Bicyclist activity / bike lane type		
Wide	Sidewalk presence / width		
Present	Sidewalk buffer		
High	Pedestrian activity		
High	On-street parking activity		
Yes	Parallel parking permitted?		
No	Angle parking present?		
No	Adverse alignment present?		
Crash Data			
6	Number of years of crash data		
5,100	Average AADT for crash data period (veh/d)		
No	Is the segment a one-way street?		
15	All (KABCO) crashes for crash data period		
2	Fatal & injury (KABC) crashes for crash data period		
	1.3 x average KABCO crash rate (crashes / 100 MVMT)	267.0	
	1.3 x average KABC crash rate (crashes / 100 MVMT)	82.9	
	Critical KABCO crash rate (crashes / 100 MVMT)	314.1	
	Critical KABC crash rate (crashes / 100 MVMT)	128.3	

Site Description Data			
Rural town	Roadway Context		
Minor arterial	Roadway Type		
Yes	Are Crash Data Available?		
DKS	Analyst		
7/28/2021	Date		
Reser Rd	Roadway Name		
Walts Ln to Depping Rd	Description		
35	Current speed limit (mph)		
Segment 6	Notes		
Analysis Results			
		Speed limit setting group	Developed
		Suggested speed limit (mph)	35
Speed Data			
60	Maximum speed limit (mph)		
37	85th-percentile speed (mph)		
32	50th-percentile speed (mph)		
Site Characteristics			
1	Segment length (mi)		
2	Number of lanes (two-way total)		
Undivided	Median type		
0	Number of traffic signals		
52	Number of access points (total of both directions)		
Not high / Any type	Bicyclist activity / bike lane type		
None	Sidewalk presence / width		
Negligible	Pedestrian activity		
Not high	On-street parking activity		
No	Parallel parking permitted?		
No	Angle parking present?		
No	Adverse alignment present?		
Crash Data			
6	Number of years of crash data		
3,300	Average AADT for crash data period (veh/d)		
No	Is the segment a one-way street?		
9	All (KABCO) crashes for crash data period		
1	Fatal & injury (KABC) crashes for crash data period		
	1.3 x average KABCO crash rate (crashes / 100 MVMT)	271.9	
	1.3 x average KABC crash rate (crashes / 100 MVMT)	83.6	
	Critical KABCO crash rate (crashes / 100 MVMT)	304.6	
	Critical KABC crash rate (crashes / 100 MVMT)	120.3	

Walla Walla Speed Zone Study

Taumarson Road-Prospect Road-Reser Road

March 9, 2022

Jenna Bogert, PE
Transportation Engineer
DKS Associates

SHAPING A SMARTER
TRANSPORTATION EXPERIENCE™
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AN EMPLOYEE-OWNED COMPANY



AGENCY COORDINATION

November 2021

- > City of College Place UTAC
- > Walla Walla Board of County Commissioners

February 2022

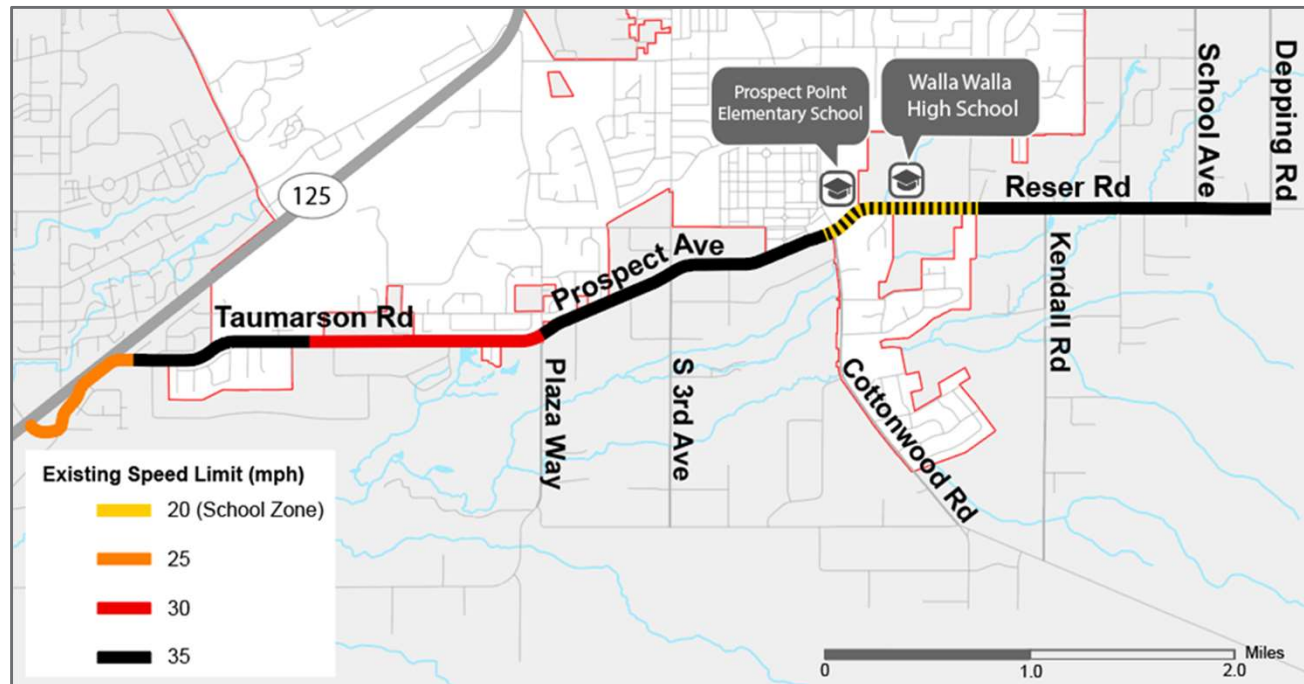
- > City of Walla Walla City Council

March 2022

- > City of College Place City Council
- > Walla Walla Board of County Commissioners

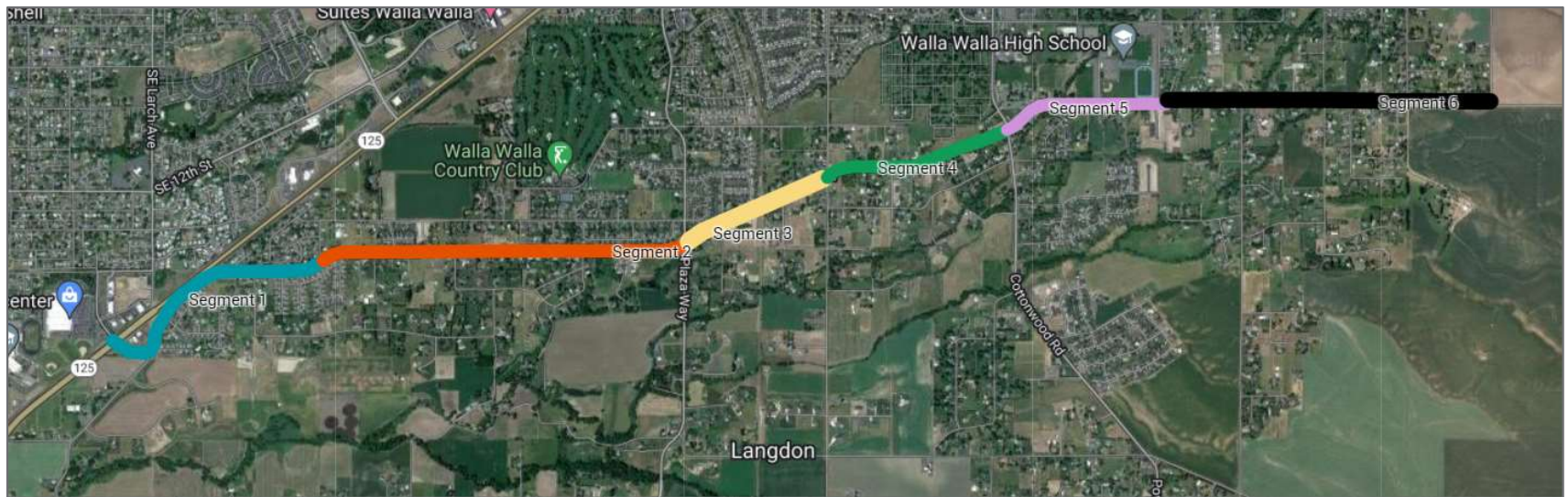
PROJECT SUMMARY

- **Study Roadway:** Reser Rd-Prospect Ave-Taumarson Rd (4.4 miles)
- **Project Goal:** Conduct speed limit study to identify suggested speed limits



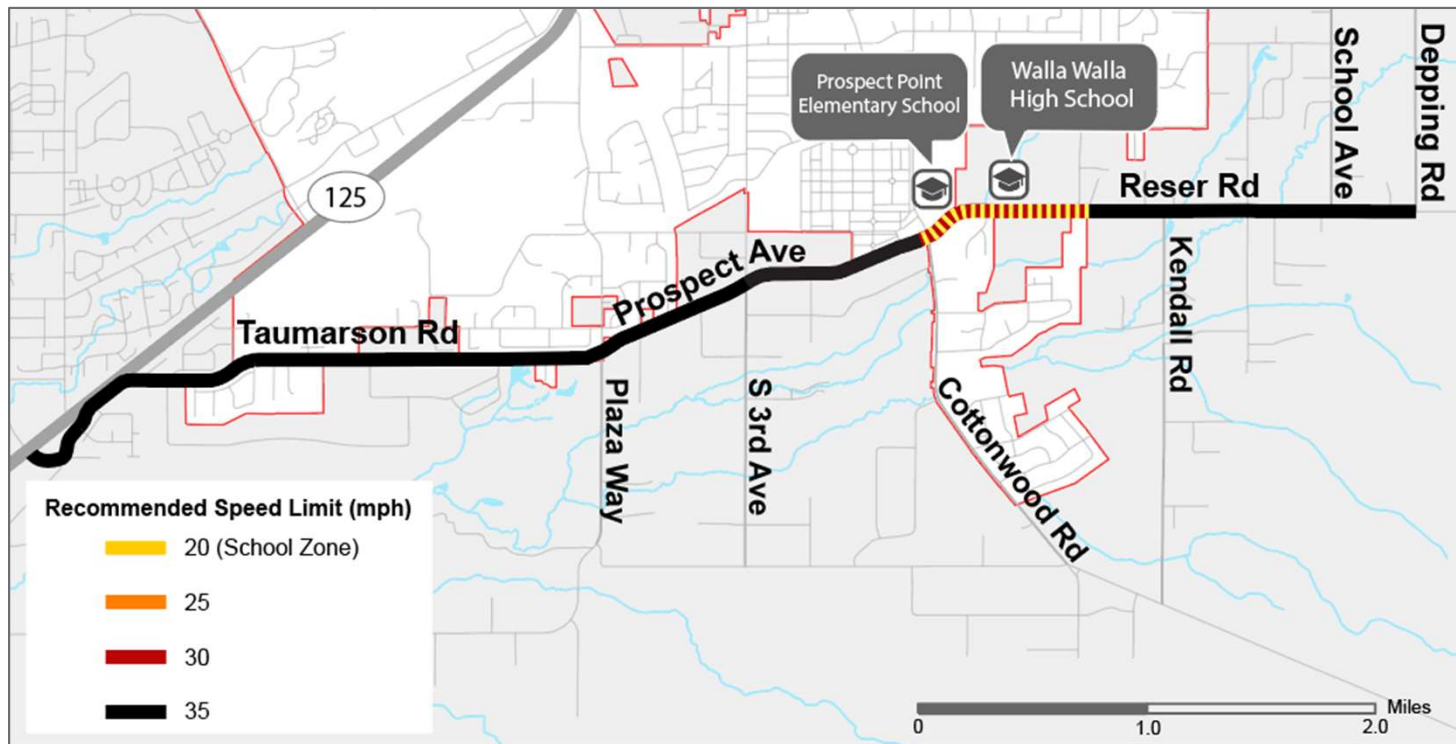
PROJECT SUMMARY

- **Speed Setting Limit (SLS) Tool:** Provides consistent results and represents safe speeds that would minimize crashes
- **Six Study Segments:** Vehicle data collection and existing inventory



PROJECT SUMMARY

- **Recommended Speed Limits:** 35 mph for entire corridor, except fronting the Elementary and High Schools recommended speed is 30 mph



TAUMARSON ROAD CURVE

Existing Posted Speed: 25 mph

Recommended Posted Speed: 35 mph

- > Evaluation would be conducted to determine the need for advisory speed warning signage (25 mph) at curve



Example Advisory Speed Sign



QUESTIONS?

City of College Place, Washington
RESOLUTION NO. 22-019

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE, WASHINGTON REGARDING ACCEPTANCE OF FINDINGS OF DKS TAUMARSON/PROSPECT/RESER RD SPEED STUDY AND CHANGING SPEED LIMIT ON TAUMARSON RD TO 35 MPH TO BE CONSISTENT WITH REST OF CORRIDOR .

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

Whereas, the Tamaurson/Prospect/Reser Rd corridor currently has inconsistent speed limits; and

Whereas, the City of College Place, City of Walla Walla, and Walla Walla County contracted with DKS Associates to conduct a speed zone study for this corridor; and

Whereas, the study found that most of the corridor including the section in the City limits should have the speed limit adjusted from 25 to 35 mph; and

Whereas, this Study was reviewed and recommended by the College Place Utilities & Transportation Advisory Commission during its August 19th, 2021 meeting; and

Whereas, this study was previewed at the College Place City Council Workshop during its March 1st, 2022 meeting; and

Whereas, the City of Walla Walla has approved the assessment and it is currently going through the Walla Walla County process; and

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

- 1.** Accept the findings of the DKS Tamaurson/Prospect/Reser Rd Speed Study and adjust the speed limit from 25 mph to 35 mph between its conclusion at State Route 125 and Justice Avenue, which constitutes the eastern corporate limit of the City.
- 2.** City Public Works staff is directed to proceed with the implementation plan in concert with City of Walla Walla and Walla Walla County Public Works staff.

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 8th day of March, 2022.

Attest:

Norma L. Hernández, Mayor

Lisa R. Neissl, CMC
City Clerk

SPEED ZONE STUDY

DATE: September 13, 2021

TO: Michael Laughery | City of Walla Walla
Michael Rizzitiello | City of College Place
Seth Walker and Tony Garcia | Walla Walla County

FROM: Lacy Brown, Veronica Sullivan, and Jenna Bogert | DKS Associates

SUBJECT: Speed Limit Suggestions for Taumarson Rd-Prospect Rd-Reser Rd Corridor Project #21119-000

DKS assisted the City of Walla Walla, City of College Place, and Walla Walla County to conduct a speed zone study along Reser Rd, Prospect Ave, and Taumarson Rd that together form a 4.4-mile corridor with multi-agency jurisdiction. The agencies have received concerns from citizens regarding the variations in speed zones throughout the corridor since the posted speed limit ranges from 20 mph (School Zone) to 35 mph. The objective of this memo is to summarize the results of our speed limit analysis on the study corridor and provide suggested speed limits based on the most recent national research methods and tools available.

STUDY AREA

The 4.4-mile study corridor serves as a primary east-west route along the southern portion of the City of Walla Walla. Based on various jurisdictional planning documents, the entire study corridor is classified as a Minor Arterial. Taumarson Rd has three jurisdictional ownerships (City of Walla Walla, Walla Walla County, and City of College Place) and Prospect Ave and Reser Rd have two jurisdictional ownerships (City of Walla Walla and Walla Walla County), as shown in Figure 1.

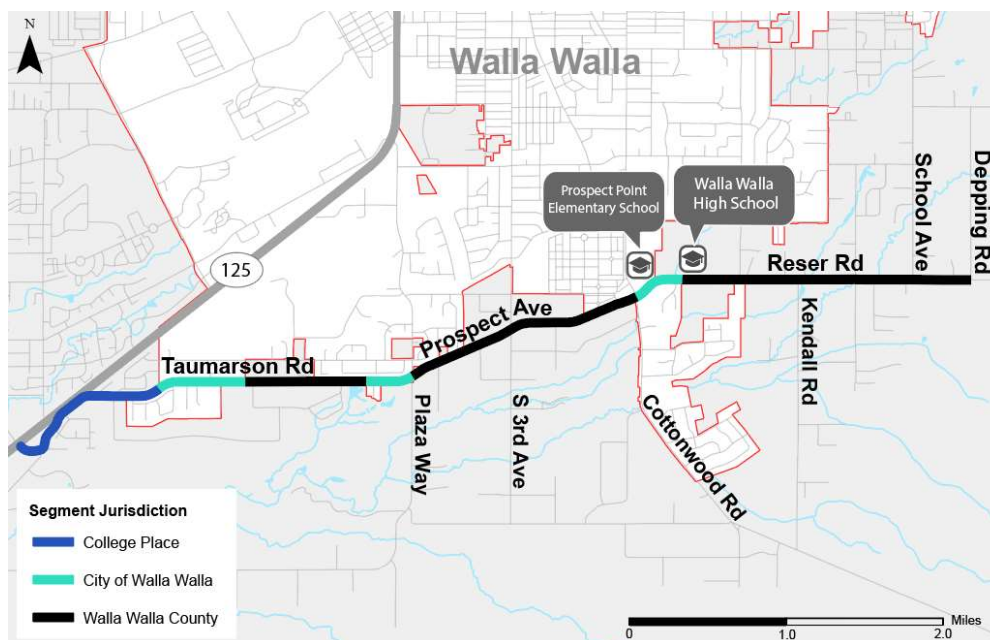


Figure 1. Jurisdictional ownerships along study corridor.

EXISTING CONDITIONS

Existing Posted Speed Limits

The study corridor stretches from SR-125 to Depping Rd and the speed limits vary from 20 mph in a school zone to 35 mph. As shown in Figure 2 below, the speed limit along the corridor starts at 25 mph at the western corridor extent at SR-125 and transitions to 35 mph at SE Freedom Pl. East of SE Freedom Pl, the speed limit is reduced to 30 mph. Travelling along Prospect Ave, from Plaza Way to Depping Rd, the speed limit is raised to 35 mph.

In addition, between Cottonwood Rd and Walts Ln, there is a School Zone along Reser Rd that lowers the 35 mph speed limit to 20 mph in front of Prospect Point Elementary School and Walla Walla High School when the school flashers are on or when children are present. This School Zone segment is shown in Figure 2 as the yellow and black hatched segment. Overall, the posted speed limit changes five times along this 4.4-mile corridor between SR-125 and Depping Rd.

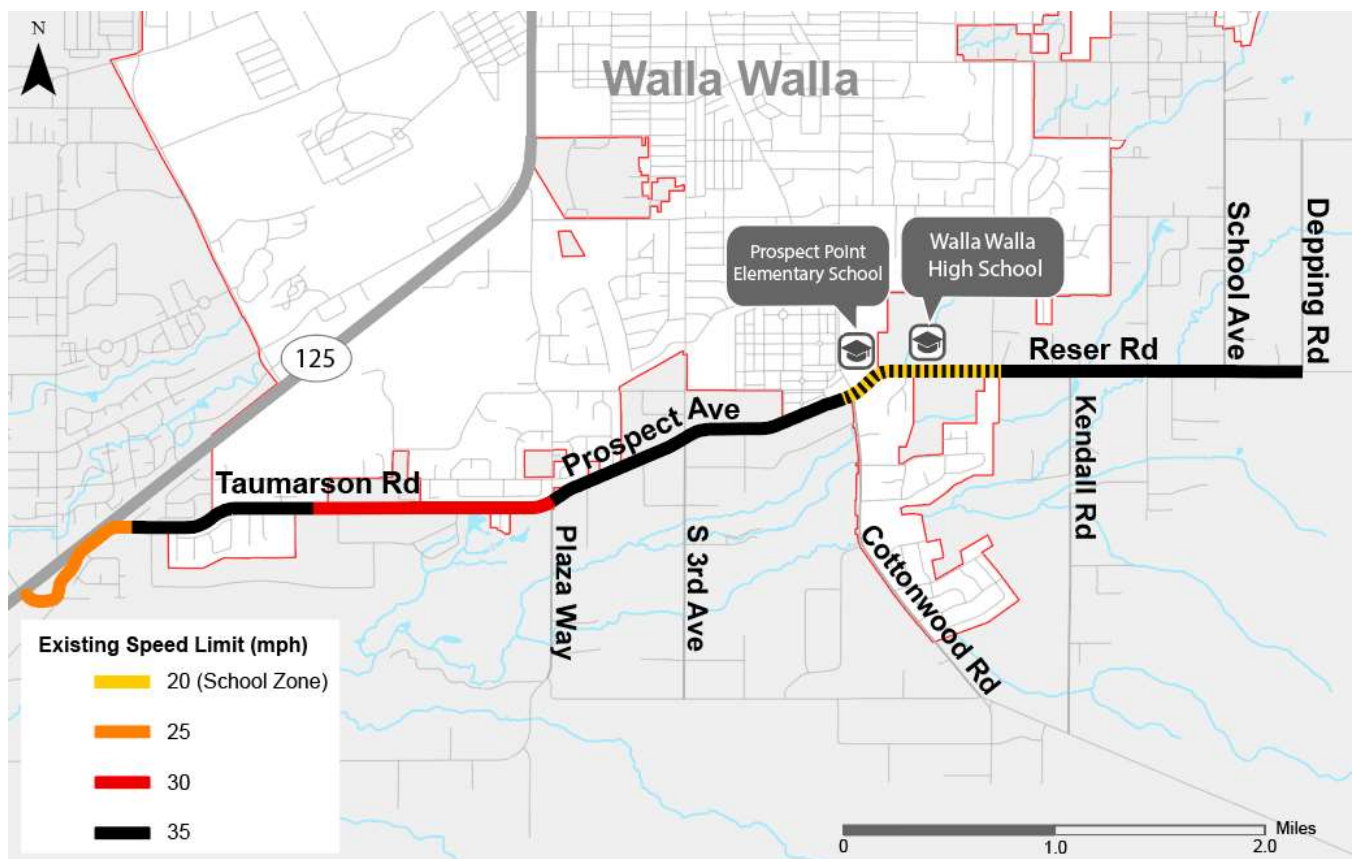


Figure 2. Existing posted speed limits along study corridor.

School Zone

The School Zone in front of Walla Walla High School and Prospect Point Elementary School stretches along Reser Rd from west of Cottonwood Rd to just east of Walts Ln.

While traveling eastbound, there is a School Speed Limit sign located just west of the Cottonwood Road intersection that reads “School Speed Limit 20 mph When Flashing” with a flashing beacon. Further east along the corridor, there is another school feedback sign just west of Costello Pl that reads “School Speed Limit 20 mph When Children Are Present”, as shown in Figure 3.

While traveling westbound, there is a School Speed Limit sign near Walts Lane that reads “School Speed Limit 20 mph, When Children Are Present.” Additionally, there is another posted School Speed Zone sign in the westbound direction located near Costello Pl that reads “School Speed Limit 20 mph When Flashing” which also has a flashing beacon, as shown in Figure 4. Just beyond that sign, there is also a speed radar, also known as a driver feedback sign, that is a traffic calming device designed to slow vehicles down by alerting them of their speed.



Figure 3. School speed limit sign facing eastbound along Reser Rd.



Figure 4. School speed limit flasher and speed radar sign facing westbound along Reser Rd.

Collision Data

Collision data was retrieved from the Washington Department of Transportation (WSDOT) Public Disclosure Request Center for the state of Washington between the years of 2015 to 2020. The project team used Tableau to map the collisions and filter the data to the study corridor. Between 2015 and 2020, the study corridor experienced 78 collisions, including 2 fatalities. Of the 78 collisions, 5 were identified by the reporting law enforcement officer as related to speeding.

One of the fatalities occurred in 2015 at 10 pm and involved a vehicle hitting a pedestrian along Reser Rd between Kendall Rd and S Wilbur Ave, where there are no streetlights. Speeding was not indicated as a contributing circumstance. The other fatal crash occurred at the intersection of Taumanson Rd/Plaza Way in 2019. The motorcyclist was traveling faster than the posted speed limit at night heading eastbound on

Taumarson Rd, ran off the road, and hit a metal post. For more detailed collision data along the study corridor, see Appendix A.

Vehicle, Bike and Pedestrian Facilities

The study corridor is an undivided 2-lane road with some horizontal curvature. Vehicle traffic volume and operating speeds were collected by All Traffic Data on June 10, 2021, at eight different locations along the study corridor. The ADT along the study corridor ranges between 3,300 vpd in the eastern region and 6,000 vpd in the western region.

There are bike lanes on both sides of the road along the study corridor from SR-125 to Fern Ave (approximately 3.4 miles). Based on stakeholder feedback, this study corridor is often used by bicyclists in the region, especially on Taumarson Rd between SR-125 and Plaza Way.

There is existing, wide sidewalk on the south side of Taumarson Rd (between SR 125 and Plaza Way) and sidewalk on the north side of Prospect Ave (between Plaza Way and Cottonwood Rd). Sidewalks exist on both sides of Reser Road between Cottonwood Rd and Fern Ave. The remainder of the study corridor to the east is unimproved with no sidewalks or designated bicycle facilities.



Figure 5. Roadway facilities of Taumarson Rd near Havstad Drive facing east.

POSTED SPEED LIMIT APPROACH

There are currently no speed limit policies listed in the City of Walla Walla or City of College Place municipal codes. The Walla Walla County municipal code states that in order to determine whether the maximum speed permitted on a roadway is reasonable or safe for prevailing conditions shall be based on an engineering study and traffic investigation. No details on the contents of the study are provided. Therefore, the scope of work for this speed zone study will be based on guidance provided in National Cooperative Highway Research Program (NCHRP) Report 966: Posted Speed Limit Setting Procedure and Tool.

NCHRP Project 966: Guidance for the Setting of Speed Limits

Current research promotes identification of a Target Speed for each corridor based on the roadway's context and type, and then applying drivers' operating speeds, roadway characteristics, and collision risk and rate to further refine the most appropriate speed limit for each segment. NCHRP researchers investigated factors that influence operating speed and safety. Through their research and knowledge, NCHRP was able to develop guidance through a multi-step decision-making procedure with collecting and calculating operating speeds, based on a variety of inputs, as illustrated in Figure 7.

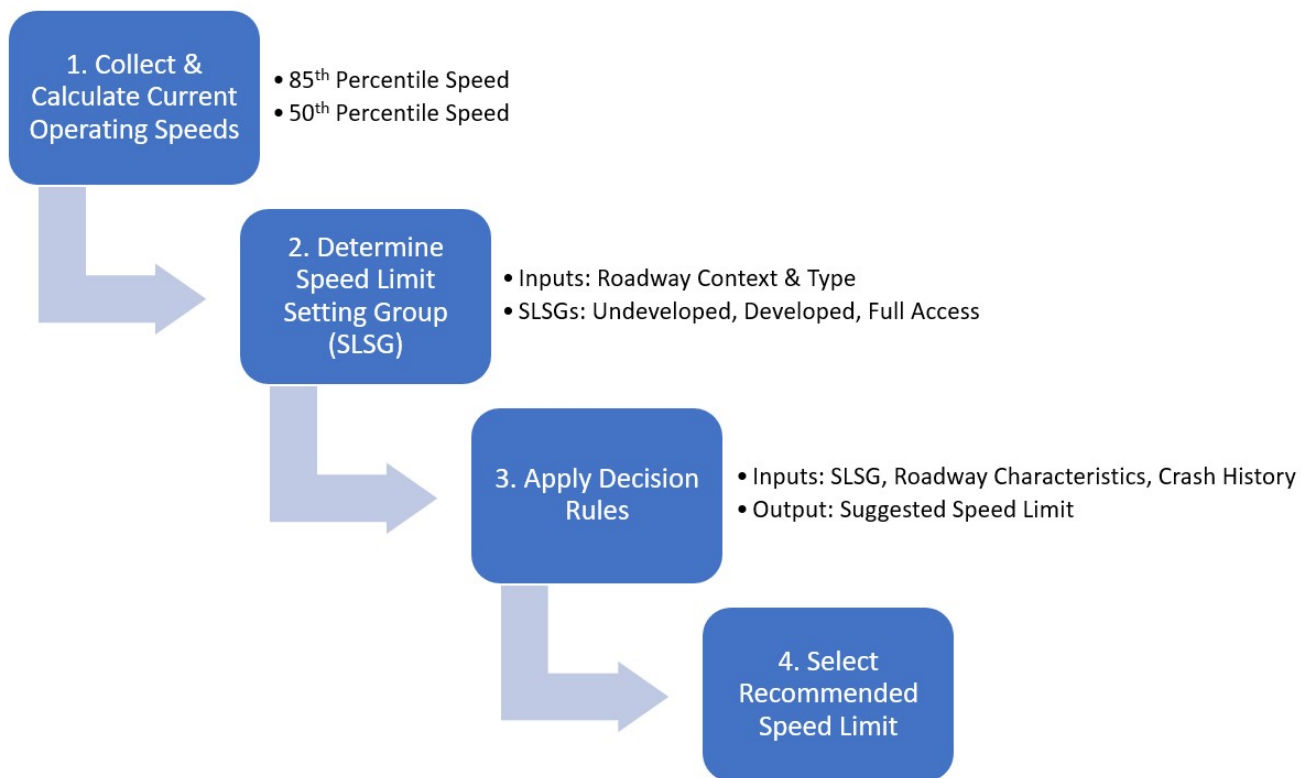


Figure 6. NCHRP 966 decision-making procedure.

Based on their research, the NCHRP research team developed a draft speed limit setting tool (SLS-Tool) that allows engineers to make informed decisions about setting appropriate speed limits. The DKS team used the draft SLS-Tool to determine suggested posted speed limits for the study corridors. Detailed summary tables are reported in Appendix B. The SLS-tool based the suggested speed limit on the following attributes for developed areas:

- Roadway context
- Roadway type
- 85th-percentile speed
- 50th-percentile speed
- Segment length
- Number of lanes
- Number of traffic signals
- Number of access points (not including single-detached driveways)
- Bicyclist activity /bike lane type
- Sidewalk presence
- Sidewalk buffer presence
- Pedestrian activity
- On-street parking activity
- Parallel parking activity
- Angle-parking activity
- Adverse alignment present
- Crash data
- Average AADT (Due to data availability, recent average daily total was used as a conservative measure of vehicles/day)

The DKS team applied the general concepts and made initial calculations using the NCHRP 966 project's *User Guide for Posted Speed Limit Setting Procedure and Tool*¹.

¹ Source; <http://www.trb.org/main/blurbs/182038.aspx>

SUGGESTED POSTED SPEED LIMIT RESULTS

The first step for applying the NCHRP 966 methodology is segmenting the study corridor into appropriate study segments. Based on existing conditions and stakeholder feedback, six segments were identified as study segments and can be seen in Figure 8 below.

- **Segment 1.** Taumarson Rd from SR 125 to Justice Ave
- **Segment 2.** Taumarson Rd from Justice Ave to Plaza Way
- **Segment 3.** Prospect Ave from Plaza Way to S 3rd Ave
- **Segment 4.** Prospect Ave from S 3rd Ave to Cottonwood Rd
- **Segment 5.** Reser Rd from Cottonwood Rd to Walts Ln
- **Segment 6.** Reser Rd from Walts Ln to Depping Rd

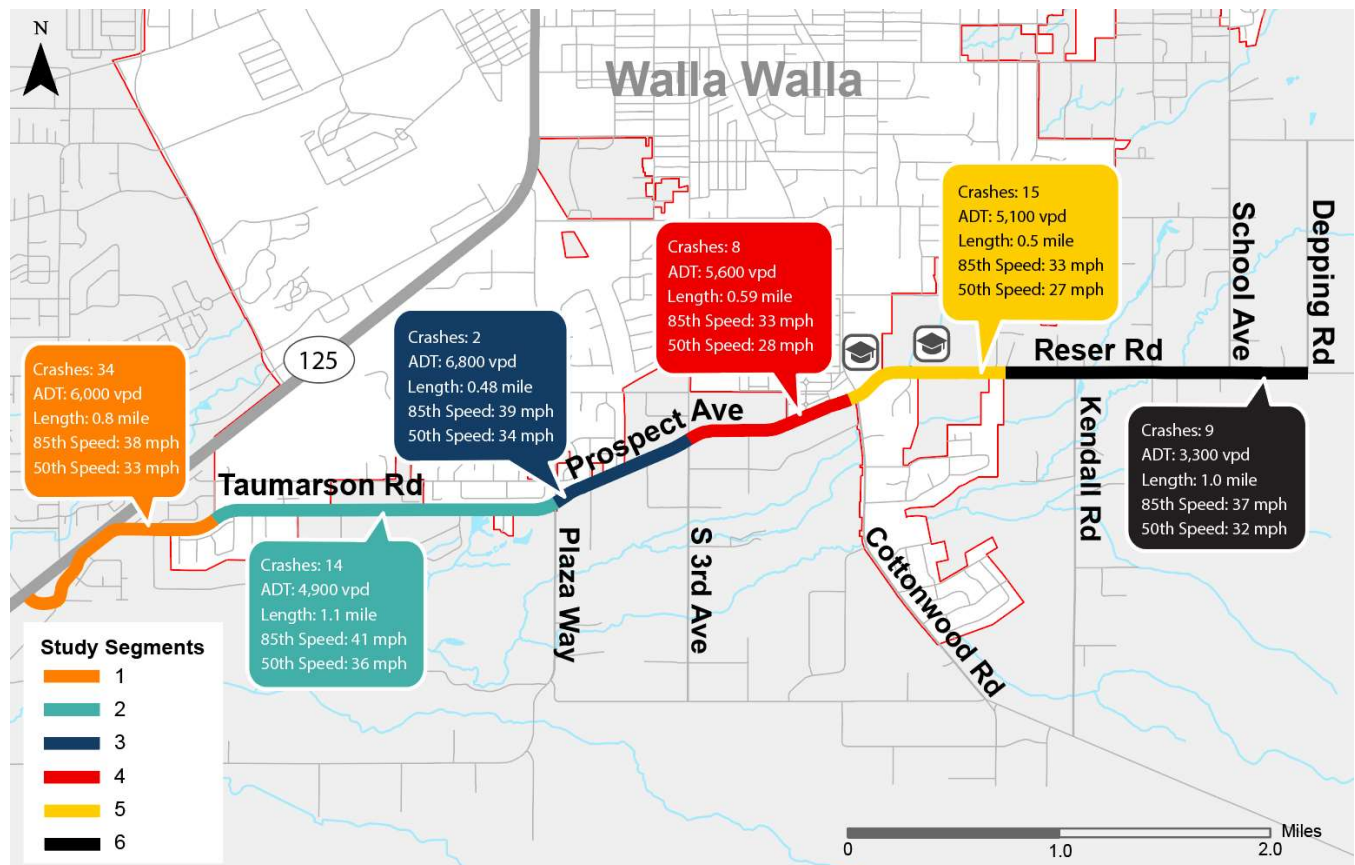


Figure 7. Corridor study segments.

For more information regarding crash data per segment refer to Appendix A.

The DKS team used the NCHRP 966 SLS-Tool to determine a suggested posted speed limit based on existing operating speeds, site characteristics, and crash data. Table 1 summarizes the results of the tool's outputs and Figure 8 shows the results graphically. The complete list of inputs for each study corridor can be found in Appendix B.

Table 1: Study Corridors Comparison

Segment	Length (mi)	Roadway Context	ADT (vehicles per day)	Percentile Speeds 85th/50th (mph)	Number of Crashes (2015-2020)	Existing Speed Limit	Suggested Posted Speed Limit (mph)	DKS Recommended Posted Speed Limit
1. Taumaron Rd from SR 125 to Justice Ave	0.8	Suburban	6,000	38/33	5 ^a	25	35 ^b	35
2. Taumaron Rd from Justice Ave to Plaza Way	1.1	Rural Town	4,900	41/36	14	35/30	35	35
3. Prospect Ave from Plaza Way to S 3rd Ave	0.48	Rural Town	6,800	39/34	2	35	35	35
4. Prospect Ave from S 3rd Ave to Cottonwood Rd	0.59	Rural Town	5,600	33/28 ^c	8	35	30	35
5. Reser Rd from Cottonwood Rd to Walts Ln	0.50	Rural Town	5,100	33/27 ^d	15	20/35 ^e	25	30
6. Reser Rd from Walts Ln to Depping Rd	1.0	Rural Town	3,300	37/32	9	35	35	35

ADT: Average Daily Traffic

^a Segment 1 does not include the intersection-related crashes at the SR 125 intersection.

^b Horizontal alignment should be evaluated for advisory speed warning signs.

^{c, d} These percentile speeds exclude any speed data during the hours when the School Zone flashing beacons were activated.

^e Segment 5 contains 20 mph school speed zone.

The percentile speed data for Segment 5 is lower than the posted speed limit (35 mph). These percentile speeds exclude any speed data during the hours when the School Zone flashing beacons are activated. However, some signage in the School Speed Zone (Segment 5) reads “When Children Are Present” and does not have flashing beacons. Because the signage in the area does not explicitly state what time of day the speed limit is 20 mph in this area, it is possible that vehicles drive slower than the posted 35 mph speed limit at all times of day. Additionally, the speed radar sign, which is always activated, impacts vehicle speeds (Segment 5) at all times of the day. It should be noted also that there was some construction occurring at the high school at the time of the data collection that could have impacted vehicle speeds and volumes. The lower suggested speed limit from the SLS-Tool on Segment 5 (25 mph) is likely influenced by these factors.

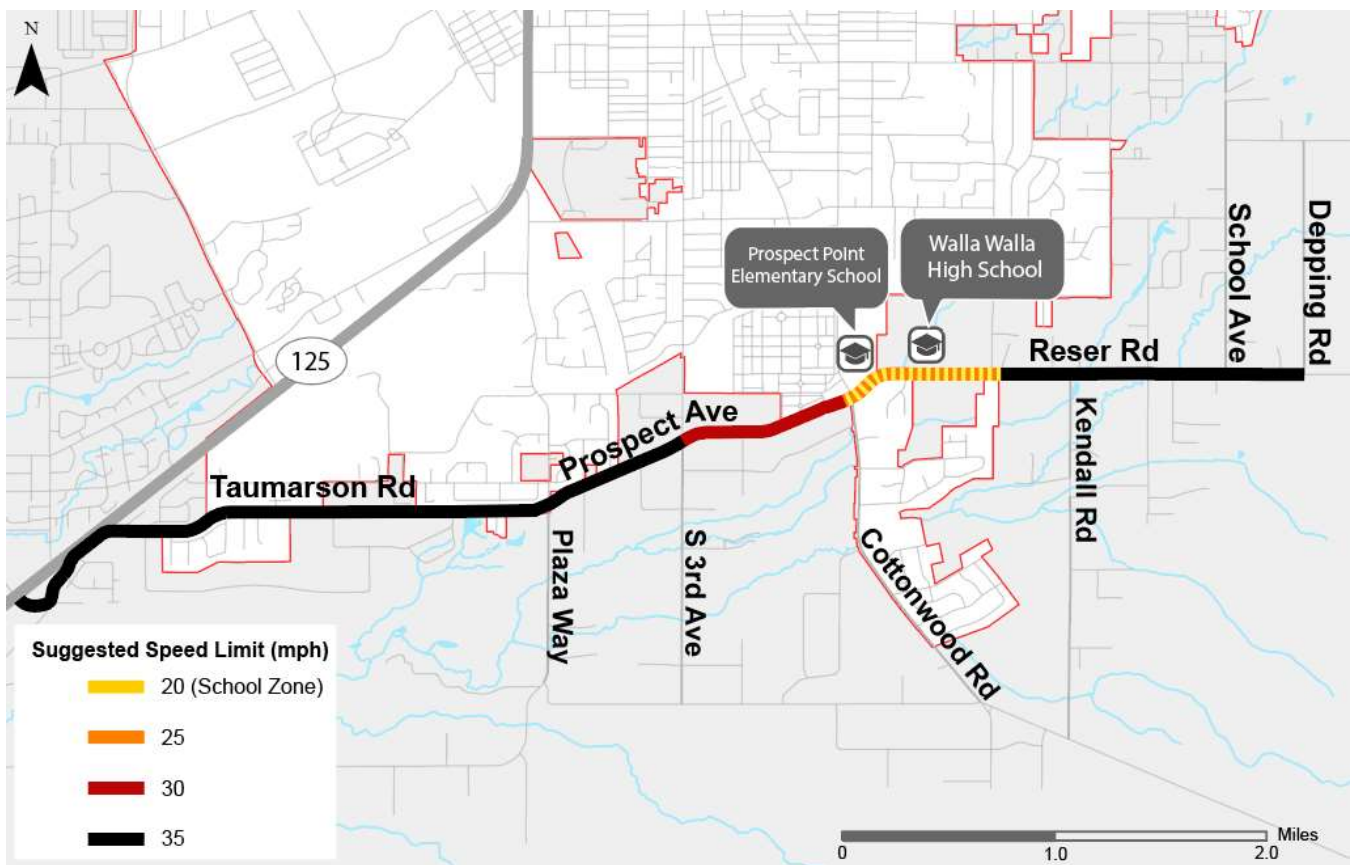


Figure 8. NHCPR 966 suggested posted speed limits.

RECOMMENDED POSTED SPEED LIMITS

Based on discussions with the City of Walla Walla, Walla Walla County, and City of College Place, DKS recommends the following changes to the suggested speed limits shown in Table 1 and Figure 8:

- The recommended posted speed limit on Segment 4 be 35 mph to be consistent with the suggested speed limits of 35 mph on the other segments (except Segment 5). DKS is comfortable with this recommendation since the posted speed limit is currently 35 mph on this segment and there are no safety concerns.
- The recommended posted speed limit on Segment 5 be 30 mph due to the previously discussed varying factors that may have impacted the collected percentile speed data on Segment 5.

All other segments, the recommended speed limit is the suggested speed limit. See the figure below for the recommended speed limits.

DKS also recommends that the horizontal curve on Segment 1 be evaluated to determine the need for advisory speed warning signs with the implementation of the recommended speed limit change.

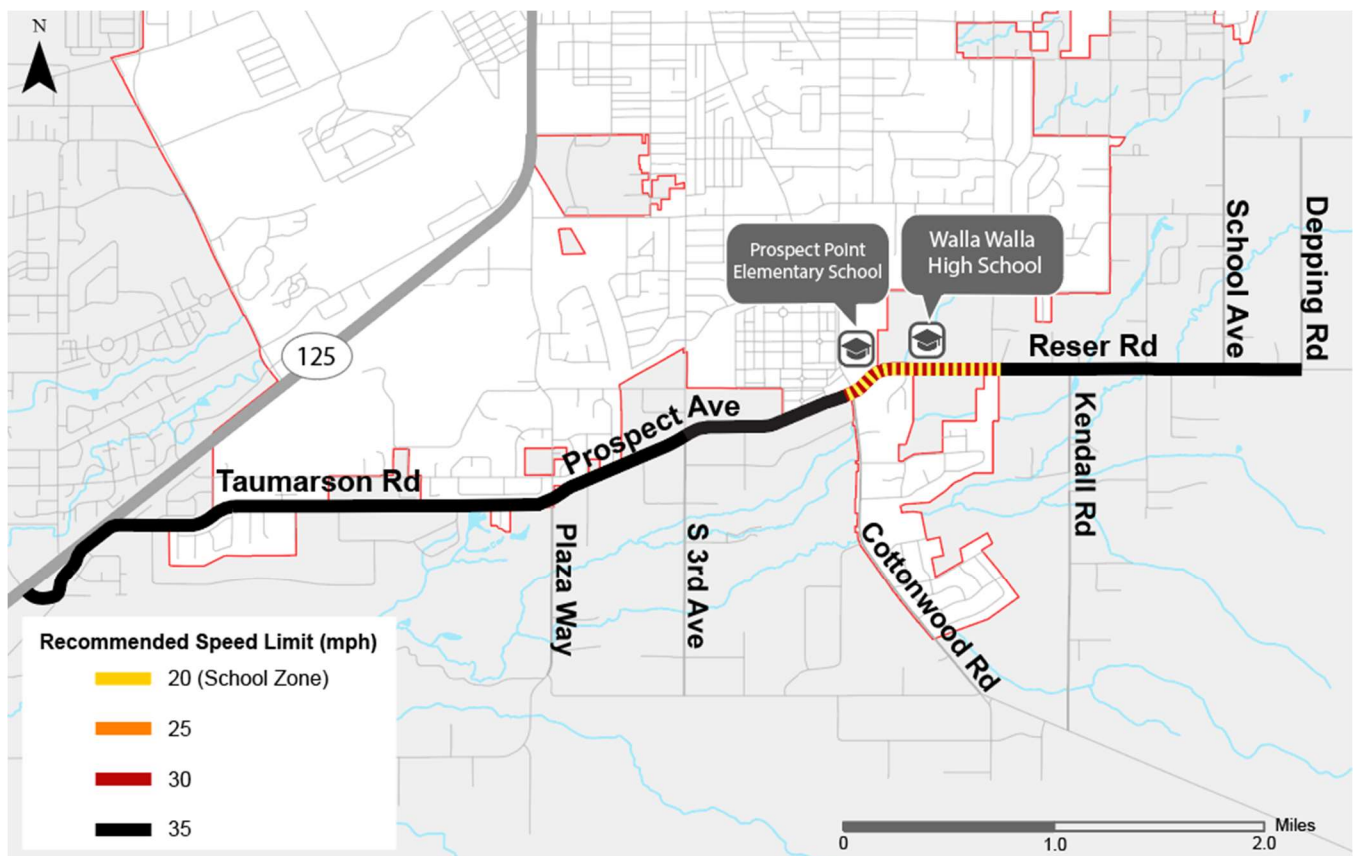


Figure 9. DKS recommended posted speed limits.

APPENDIX A: WSDOT CRASH DATA ALONG STUDY SEGMENT, 2015-2020

Overall Crashes along Study Corridor



Segment 1: Taumaron Rd from SR 125 to Justice Ave

DKS

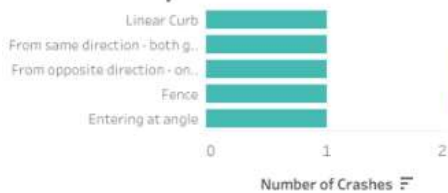
Washington DASH (2015-2020)

Crash Severity

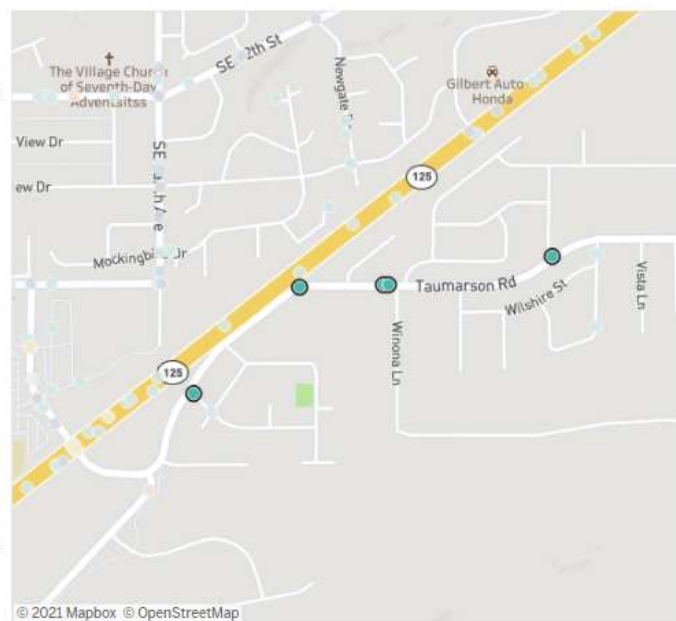
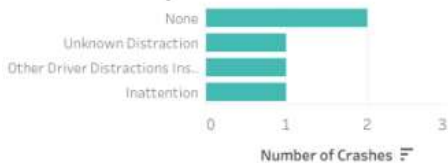


Total Number of Crashes

Collision Type



Contributing Circumstance



St Full Name



Year

- ☒ (All)
- ☒ 2015
- ☒ 2016
- ☒ 2017
- ☒ 2018
- ☒ 2019
- ☒ 2020

Severity

- ☒ (All)
- ☒ Fatal
- ☒ Minor Injury
- ☒ No Apparent Injury
- ☒ Possible Injury
- ☒ Serious Injury
- ☒ Unknown

County

(All) ▼

City

(All) ▼

Intersection Related

(All) ▼

Lane Departure Indicator

(All) ▼

Pedestrian Involved

(All) ▼

Pedacyclist Involved

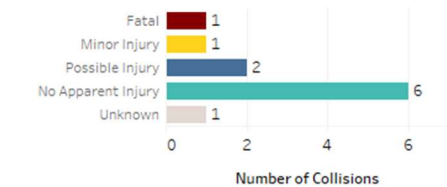
(All) ▼

Segment 2: Taumaron Rd from Justice Ave to Plaza Way

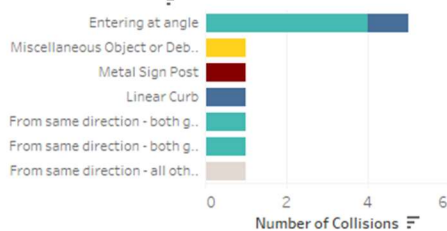
Washington DASH (2015-2020)

DKS

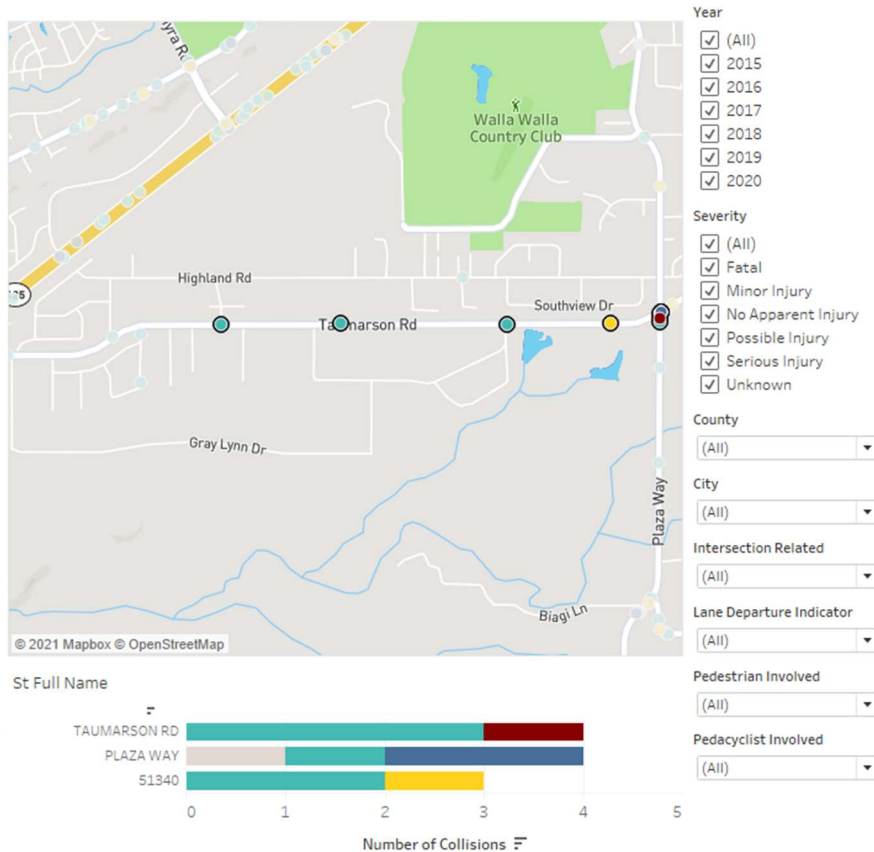
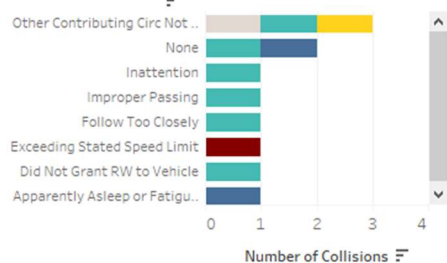
Crash Severity



Collision Type

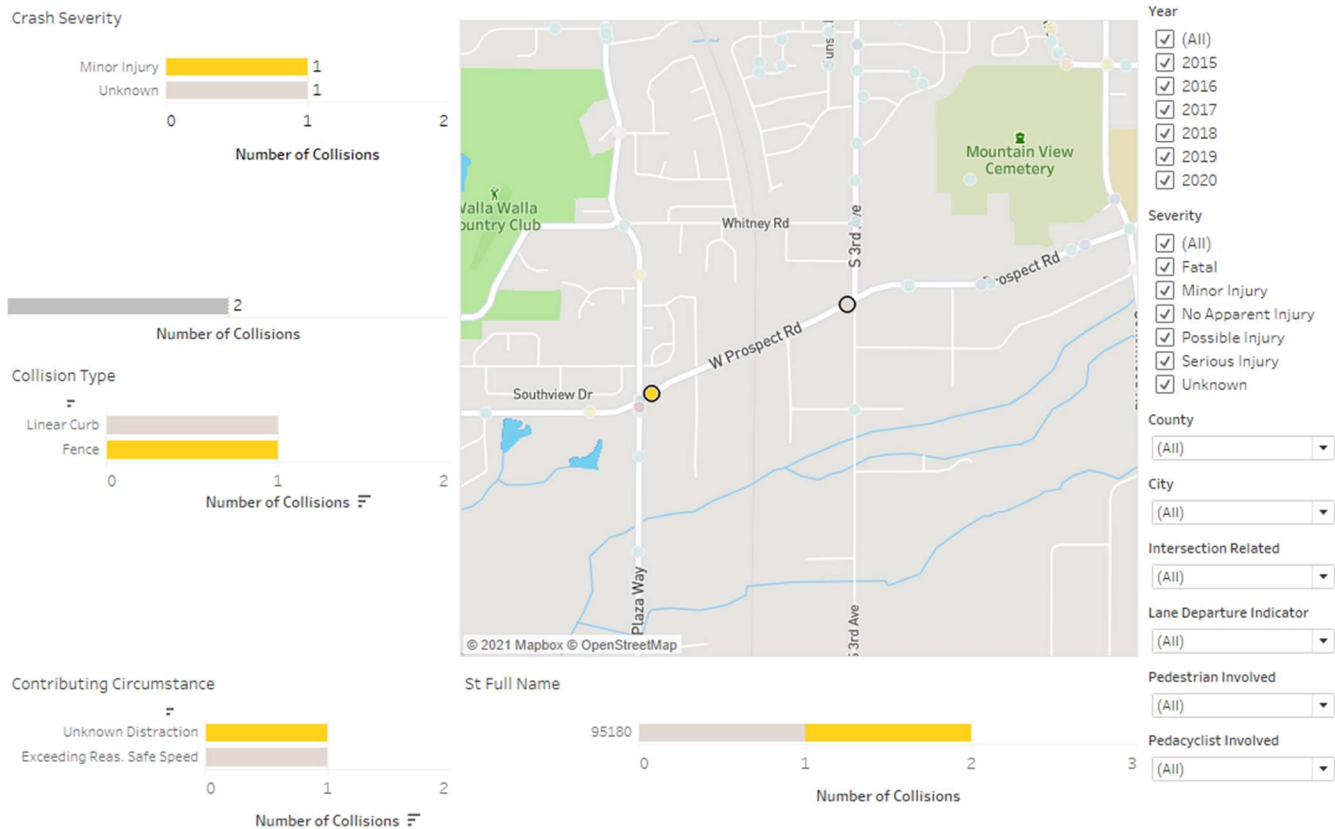


Contributing Circumstance



Segment 3: Prospect Ave from Plaza Way to S 3rd Ave

Washington DASH (2015-2020)

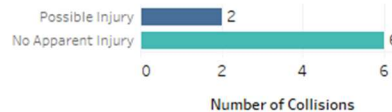


Segment 4: Prospect Ave from S 3rd Ave to Cottonwood Rd

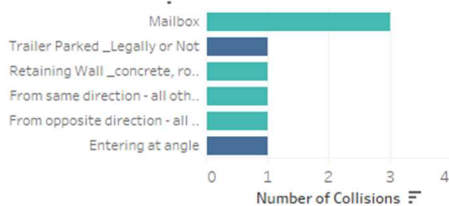
Washington DASH (2015-2020)

DKS

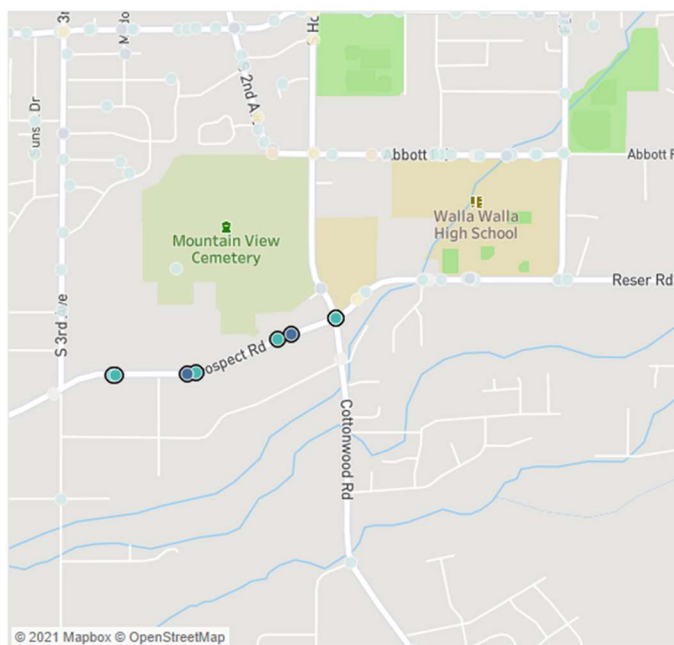
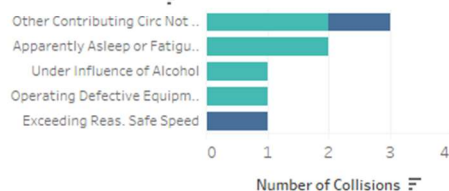
Crash Severity



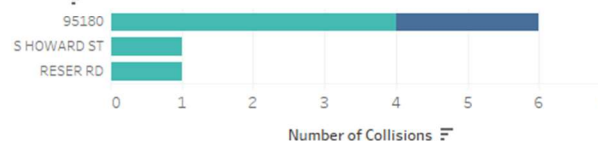
Collision Type



Contributing Circumstance



St Full Name

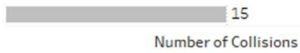
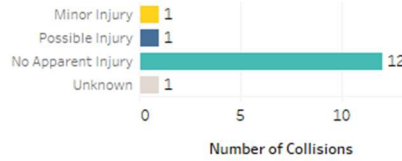


Segment 5: Reser Rd from Cottonwood Rd to Walts Ln

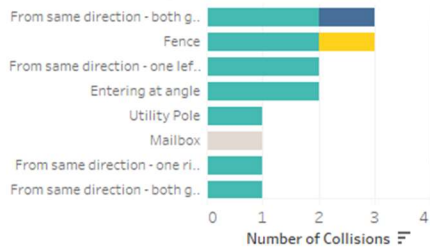
Washington DASH (2015-2020)

DKS

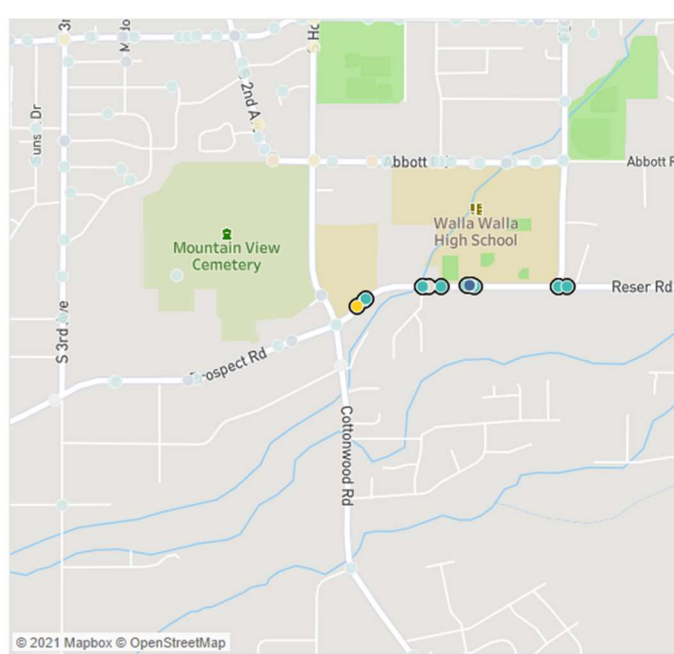
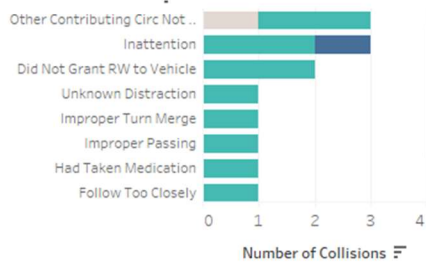
Crash Severity



Collision Type



Contributing Circumstance



Year

- ☒ (All)
- ☒ 2015
- ☒ 2016
- ☒ 2017
- ☒ 2018
- ☒ 2019
- ☒ 2020

Severity

- ☒ (All)
- ☒ Fatal
- ☒ Minor Injury
- ☒ No Apparent Injury
- ☒ Possible Injury
- ☒ Serious Injury
- ☒ Unknown

County

(All)

City

(All)

Intersection Related

(All)

Lane Departure Indicator

(All)

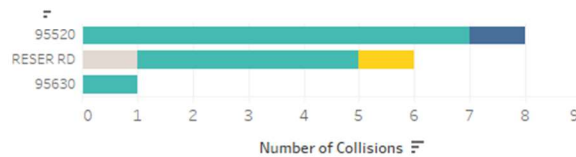
Pedestrian Involved

(All)

Pedacyclist Involved

(All)

St Full Name

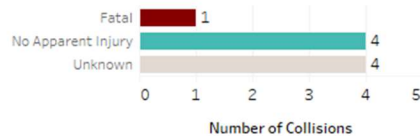


Segment 6: Reser Rd from Walts Ln to Depping Rd

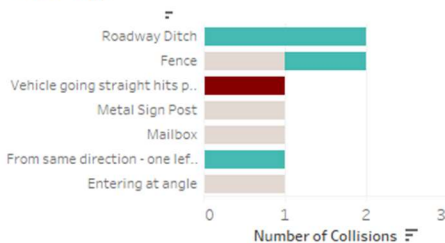
Washington DASH (2015-2020)

DKS

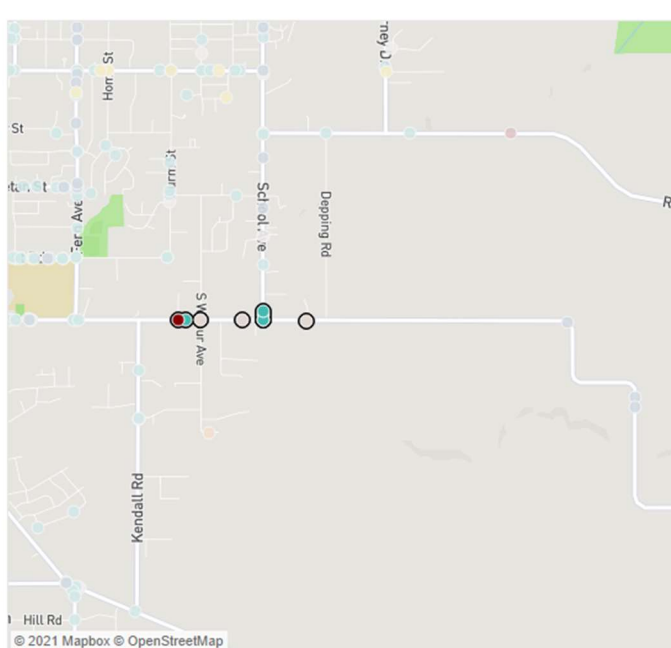
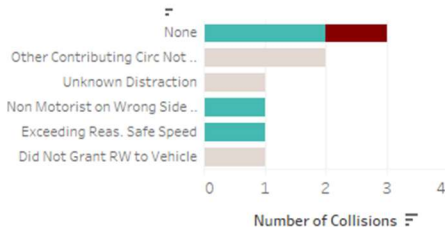
Crash Severity



Collision Type



Contributing Circumstance



Year

- ☒ (All)
- ☒ 2015
- ☒ 2016
- ☒ 2017
- ☒ 2018
- ☒ 2019
- ☒ 2020

Severity

- ☒ (All)
- ☒ Fatal
- ☒ Minor Injury
- ☒ No Apparent Injury
- ☒ Possible Injury
- ☒ Serious Injury
- ☒ Unknown

County

(All)

City

(All)

Intersection Related

(All)

Lane Departure Indicator

(All)

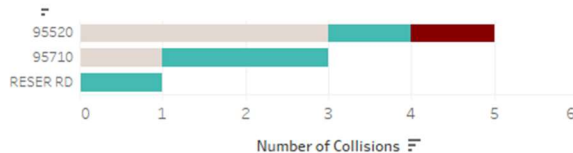
Pedestrian Involved

(All)

Pedacyclist Involved

(All)

St Full Name



APPENDIX B: INPUTS FOR NCHRP 966 TOOL

Site Description Data			
Suburban	Roadway Context		
Minor arterial	Roadway Type		
Yes	Are Crash Data Available?		
DKS	Analyst		
7/28/2021	Date		
Taumarson Rd	Roadway Name		
SR 125 to Justice Ave	Description		
25	Current speed limit (mph)		
Segment 1	Notes		
Analysis Results			
Speed limit setting group		Developed	
Suggested speed limit (mph)		35	
Speed Data			
60	Maximum speed limit (mph)		
38	85th-percentile speed (mph)		
33	50th-percentile speed (mph)		
Site Characteristics			
0.8	Segment length (mi)		
2	Number of lanes (two-way total)		
Undivided	Median type		
1	Number of traffic signals		
16	Number of access points (total of both directions)		
High / Not separated	Bicyclist activity / bike lane type		
Adequate	Sidewalk presence / width		
Not present	Sidewalk buffer		
High	Pedestrian activity		
Not high	On-street parking activity		
No	Parallel parking permitted?		
No	Angle parking present?		
Yes	Adverse alignment present?		
Crash Data			
6	Number of years of crash data		
6,000	Average AADT for crash data period (veh/d)		
No	Is the segment a one-way street?		
5	All (KABCO) crashes for crash data period		
0	Fatal & injury (KABC) crashes for crash data period		
1.3 x average KABCO crash rate (crashes / 100 MVMT)		267.0	
1.3 x average KABC crash rate (crashes / 100 MVMT)		82.9	
Critical KABCO crash rate (crashes / 100 MVMT)		290.7	
Critical KABC crash rate (crashes / 100 MVMT)		109.0	

Site Description Data			
Rural town	Roadway Context		
Minor arterial	Roadway Type		
Yes	Are Crash Data Available?		
DKS	Analyst		
7/28/2021	Date		
Taumarson Rd	Roadway Name		
Justice Ave to Plaza Way	Description		
30	Current speed limit (mph)		
Segment 2	Notes		
Analysis Results			
		Speed limit setting group	Developed
		Suggested speed limit (mph)	35
Speed Data			
60	Maximum speed limit (mph)		
41	85th-percentile speed (mph)		
36	50th-percentile speed (mph)		
Site Characteristics			
1.1	Segment length (mi)		
2	Number of lanes (two-way total)		
Undivided	Median type		
1	Number of traffic signals		
16	Number of access points (total of both directions)		
High / Not separated	Bicyclist activity / bike lane type		
Adequate	Sidewalk presence / width		
Not present	Sidewalk buffer		
Some	Pedestrian activity		
Not high	On-street parking activity		
No	Parallel parking permitted?		
No	Angle parking present?		
No	Adverse alignment present?		
Crash Data			
6	Number of years of crash data		
4,900	Average AADT for crash data period (veh/d)		
No	Is the segment a one-way street?		
11	All (KABCO) crashes for crash data period		
1	Fatal & injury (KABC) crashes for crash data period		
1.3 x average KABCO crash rate (crashes / 100 MVMT)		271.9	
1.3 x average KABC crash rate (crashes / 100 MVMT)		83.6	
Critical KABCO crash rate (crashes / 100 MVMT)		282.6	
Critical KABC crash rate (crashes / 100 MVMT)		106.9	

Site Description Data			
Rural town	Roadway Context		
Minor arterial	Roadway Type		
Yes	Are Crash Data Available?		
DKS	Analyst		
7/28/2021	Date		
Prospect Ave	Roadway Name		
Plaza Way to S 3rd Ave	Description		
35	Current speed limit (mph)		
Segment 3	Notes		
Analysis Results			
		Speed limit setting group	Developed
		Suggested speed limit (mph)	35
Speed Data			
60	Maximum speed limit (mph)		
39	85th-percentile speed (mph)		
34	50th-percentile speed (mph)		
Site Characteristics			
0.48	Segment length (mi)		
2	Number of lanes (two-way total)		
Undivided	Median type		
0	Number of traffic signals		
11	Number of access points (total of both directions)		
High / Not separated	Bicyclist activity / bike lane type		
Adequate	Sidewalk presence / width		
Not present	Sidewalk buffer		
Some	Pedestrian activity		
Not high	On-street parking activity		
No	Parallel parking permitted?		
No	Angle parking present?		
Yes	Adverse alignment present?		
Crash Data			
6	Number of years of crash data		
6,800	Average AADT for crash data period (veh/d)		
No	Is the segment a one-way street?		
2	All (KABCO) crashes for crash data period		
1	Fatal & injury (KABC) crashes for crash data period		
	1.3 x average KABCO crash rate (crashes / 100 MVMT)	267.0	
	1.3 x average KABC crash rate (crashes / 100 MVMT)	82.9	
	Critical KABCO crash rate (crashes / 100 MVMT)	300.5	
	Critical KABC crash rate (crashes / 100 MVMT)	119.9	

Site Description Data			
Rural town	Roadway Context		
Minor arterial	Roadway Type		
Yes	Are Crash Data Available?		
DKS	Analyst		
7/28/2021	Date		
Prospect Ave	Roadway Name		
S 3rd Ave to Cottonwood Rd	Description		
35	Current speed limit (mph)		
Segment 4	Notes		
Analysis Results			
		Speed limit setting group	Developed
		Suggested speed limit (mph)	30
Speed Data			
60	Maximum speed limit (mph)		
33	85th-percentile speed (mph)		
28	50th-percentile speed (mph)		
Site Characteristics			
0.59	Segment length (mi)		
2	Number of lanes (two-way total)		
Undivided	Median type		
0	Number of traffic signals		
23	Number of access points (total of both directions)		
High / Not separated	Bicyclist activity / bike lane type		
Adequate	Sidewalk presence / width		
Not present	Sidewalk buffer		
Some	Pedestrian activity		
Not high	On-street parking activity		
No	Parallel parking permitted?		
No	Angle parking present?		
Yes	Adverse alignment present?		
Crash Data			
5	Number of years of crash data		
5,600	Average AADT for crash data period (veh/d)		
No	Is the segment a one-way street?		
8	All (KABCO) crashes for crash data period		
2	Fatal & injury (KABC) crashes for crash data period		
1.3 x average KABCO crash rate (crashes / 100 MVMT)		267.0	
1.3 x average KABC crash rate (crashes / 100 MVMT)		82.9	
Critical KABCO crash rate (crashes / 100 MVMT)		299.9	
Critical KABC crash rate (crashes / 100 MVMT)		119.5	

Site Description Data			
Rural town	Roadway Context		
Minor arterial	Roadway Type		
Yes	Are Crash Data Available?		
DKS	Analyst		
7/28/2021	Date		
Reser Rd	Roadway Name		
Cottonwood Rd to Walts Ln	Description		
20	Current speed limit (mph)		
Segment 5	Notes		
Analysis Results			
Speed limit setting group		Developed	
Suggested speed limit (mph)		25	
Speed Data			
60	Maximum speed limit (mph)		
33	85th-percentile speed (mph)		
27	50th-percentile speed (mph)		
Site Characteristics			
0.5	Segment length (mi)		
2	Number of lanes (two-way total)		
Undivided	Median type		
0	Number of traffic signals		
14	Number of access points (total of both directions)		
High / Not separated	Bicyclist activity / bike lane type		
Wide	Sidewalk presence / width		
Present	Sidewalk buffer		
High	Pedestrian activity		
High	On-street parking activity		
Yes	Parallel parking permitted?		
No	Angle parking present?		
No	Adverse alignment present?		
Crash Data			
6	Number of years of crash data		
5,100	Average AADT for crash data period (veh/d)		
No	Is the segment a one-way street?		
15	All (KABCO) crashes for crash data period		
2	Fatal & injury (KABC) crashes for crash data period		
	1.3 x average KABCO crash rate (crashes / 100 MVMT)	267.0	
	1.3 x average KABC crash rate (crashes / 100 MVMT)	82.9	
	Critical KABCO crash rate (crashes / 100 MVMT)	314.1	
	Critical KABC crash rate (crashes / 100 MVMT)	128.3	

Site Description Data			
Rural town	Roadway Context		
Minor arterial	Roadway Type		
Yes	Are Crash Data Available?		
DKS	Analyst		
7/28/2021	Date		
Reser Rd	Roadway Name		
Walts Ln to Depping Rd	Description		
35	Current speed limit (mph)		
Segment 6	Notes		
Analysis Results			
		Speed limit setting group	Developed
		Suggested speed limit (mph)	35
Speed Data			
60	Maximum speed limit (mph)		
37	85th-percentile speed (mph)		
32	50th-percentile speed (mph)		
Site Characteristics			
1	Segment length (mi)		
2	Number of lanes (two-way total)		
Undivided	Median type		
0	Number of traffic signals		
52	Number of access points (total of both directions)		
Not high / Any type	Bicyclist activity / bike lane type		
None	Sidewalk presence / width		
Negligible	Pedestrian activity		
Not high	On-street parking activity		
No	Parallel parking permitted?		
No	Angle parking present?		
No	Adverse alignment present?		
Crash Data			
6	Number of years of crash data		
3,300	Average AADT for crash data period (veh/d)		
No	Is the segment a one-way street?		
9	All (KABCO) crashes for crash data period		
1	Fatal & injury (KABC) crashes for crash data period		
	1.3 x average KABCO crash rate (crashes / 100 MVMT)	271.9	
	1.3 x average KABC crash rate (crashes / 100 MVMT)	83.6	
	Critical KABCO crash rate (crashes / 100 MVMT)	304.6	
	Critical KABC crash rate (crashes / 100 MVMT)	120.3	

Walla Walla Speed Zone Study

Taumarson Road-Prospect Road-Reser Road

November 8, 2021

Scott Mansur
Transportation Engineer
DKS ASSOCIATES
scott.mansur@dksassociates.com

SHAPING A SMARTER
TRANSPORTATION EXPERIENCE™
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AN EMPLOYEE-OWNED COMPANY



AGENDA

- 1 / PROJECT BACKGROUND & GOAL
- 2 / PROJECT AREA
- 3 / SPEED LIMIT SETTING TOOL & INPUTS
- 4 / SUGGESTED & RECOMMENDED SPEED LIMITS
- 5 / NEXT STEPS

PROJECT BACKGROUND AND GOAL

Study Roadway:

Reser Road, Prospect Ave, Taumarson Rd (4.4-mile corridor)

Agencies Involved:

City of Walla Walla, City of College Place, and Walla Walla County

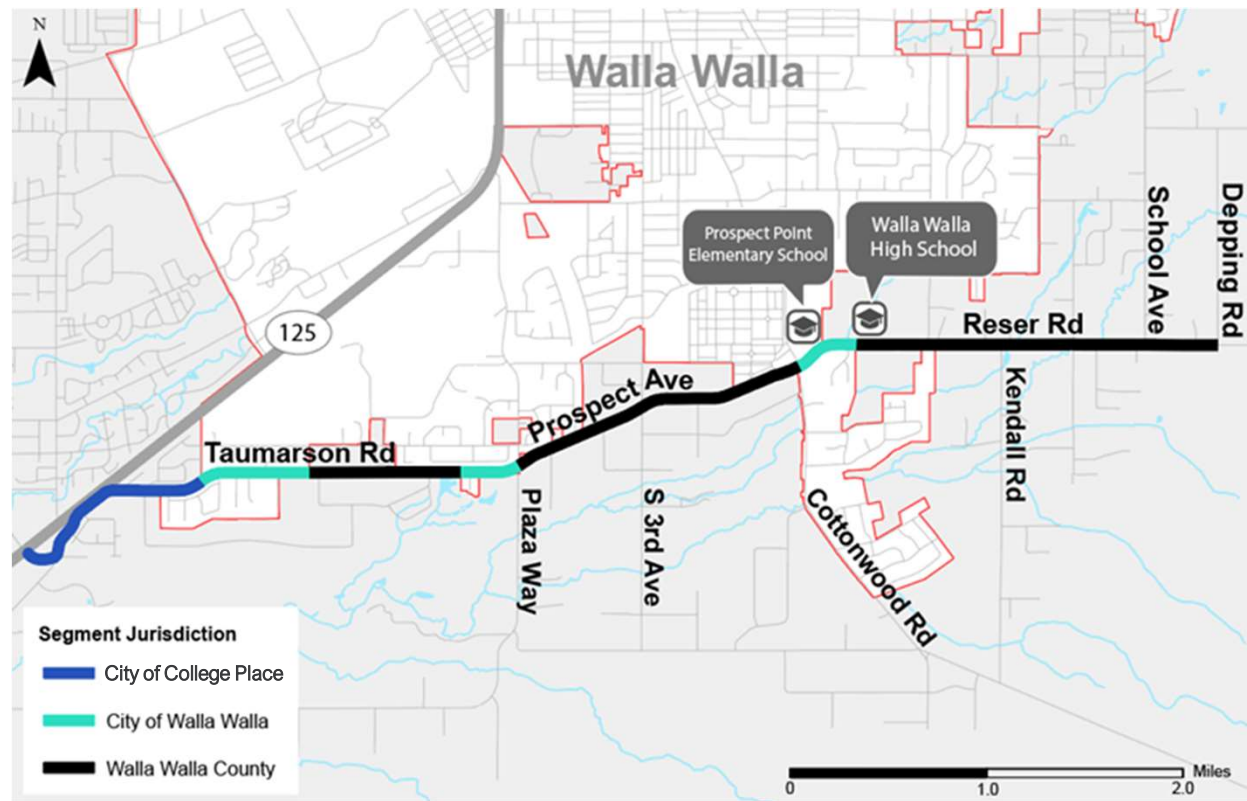
Existing Issues:

Citizen and Agency concerns regarding the variations in speed zones throughout the corridor since the posted speed limit ranges from 20 mph (School Zone) to 35 mph.

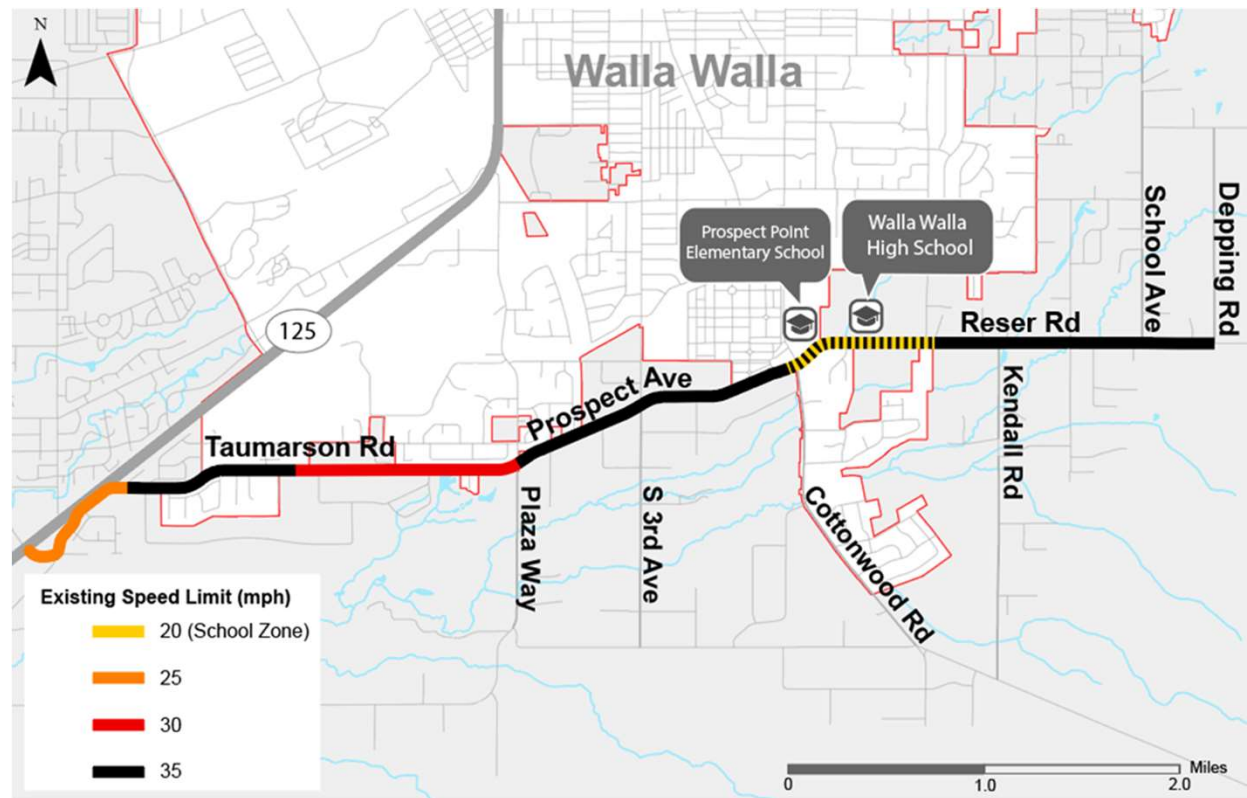
Project Goal:

Conduct speed limit analysis on the study corridor and identify suggested speed limits based on the most recent national research methods and tools available

AGENCY JURISDICTION



EXISTING POSTED SPEED LIMITS



PROJECT AREA



Data Collected at 8 Locations

- June 10, 2021 (schools in session part-time)
- Construction near Walla Walla High School
- 50th and 85th Percentile Vehicle Speeds
- Daily Traffic Volumes



School Zone Sign "When Children Are Present"



Speed Radar Sign near Prospect Elementary School

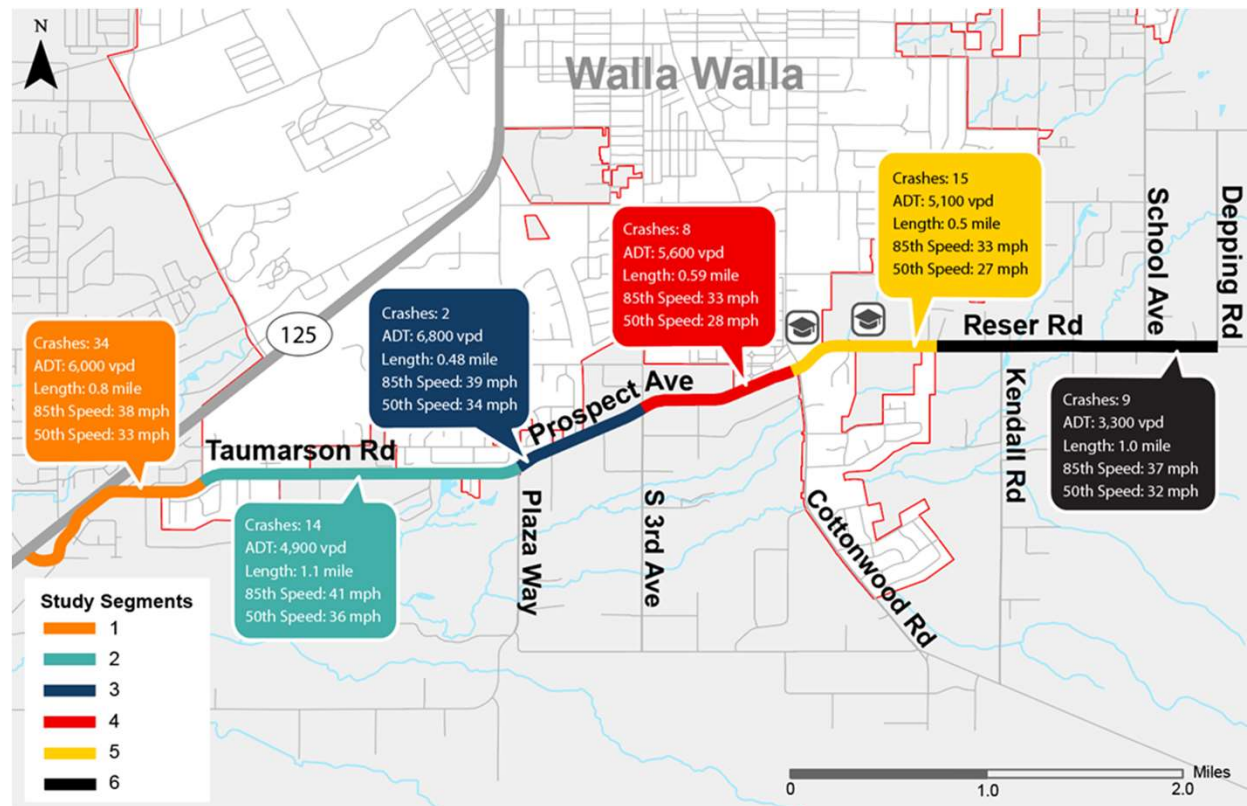
SPEED LIMIT SETTING TOOL

NCHRP Report 966

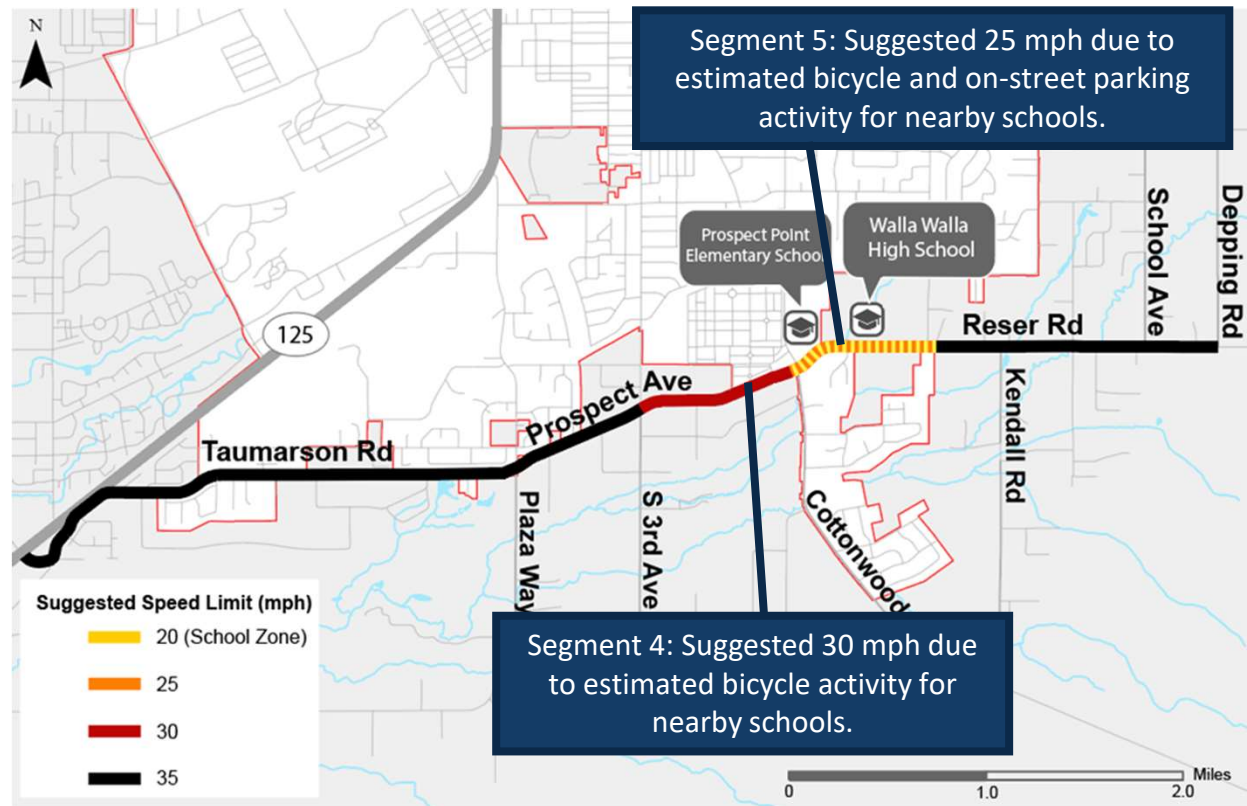
- Contains guidance on speed limit setting and a spreadsheet tool that provides **consistent** results
- Result: **Suggested** Speed Limit
- Tool Inputs
 - Existing driver speeds (50th and 85th)
 - Pedestrian and bicycle activity
 - Roadway context
 - Crash data
 - Roadway/Street Geometrics
 - & more!

Analysis Results	
Speed limit setting group	Developed
Suggested speed limit (mph)	35
Speed Data	
60	Maximum speed limit (mph)
38	85th-percentile speed (mph)
33	50th-percentile speed (mph)
Site Characteristics	
0.8	Segment length (mi)
2	Number of lanes (two-way total)
Undivided	Median type
1	Number of traffic signals
16	Number of access points (total of both directions)
High / Not separated	Bicyclist activity / bike lane type
Adequate	Sidewalk presence / width
Not present	Sidewalk buffer
High	Pedestrian activity
Not high	On-street parking activity
No	Parallel parking permitted?
No	Angle parking present?
Yes	Adverse alignment present?
Crash Data	
6	Number of years of crash data
6,000	Average AADT for crash data period (veh/d)
No	Is the segment a one-way street?
5	All (KABCO) crashes for crash data period
0	Fatal & injury (KABC) crashes for crash data period
	1.3 x average KABCO crash rate (crashes / 100 MVMt)
	1.3 x average KABC crash rate (crashes / 100 MVMt)
	Critical KABCO crash rate (crashes / 100 MVMt)
	Critical KABC crash rate (crashes / 100 MVMt)

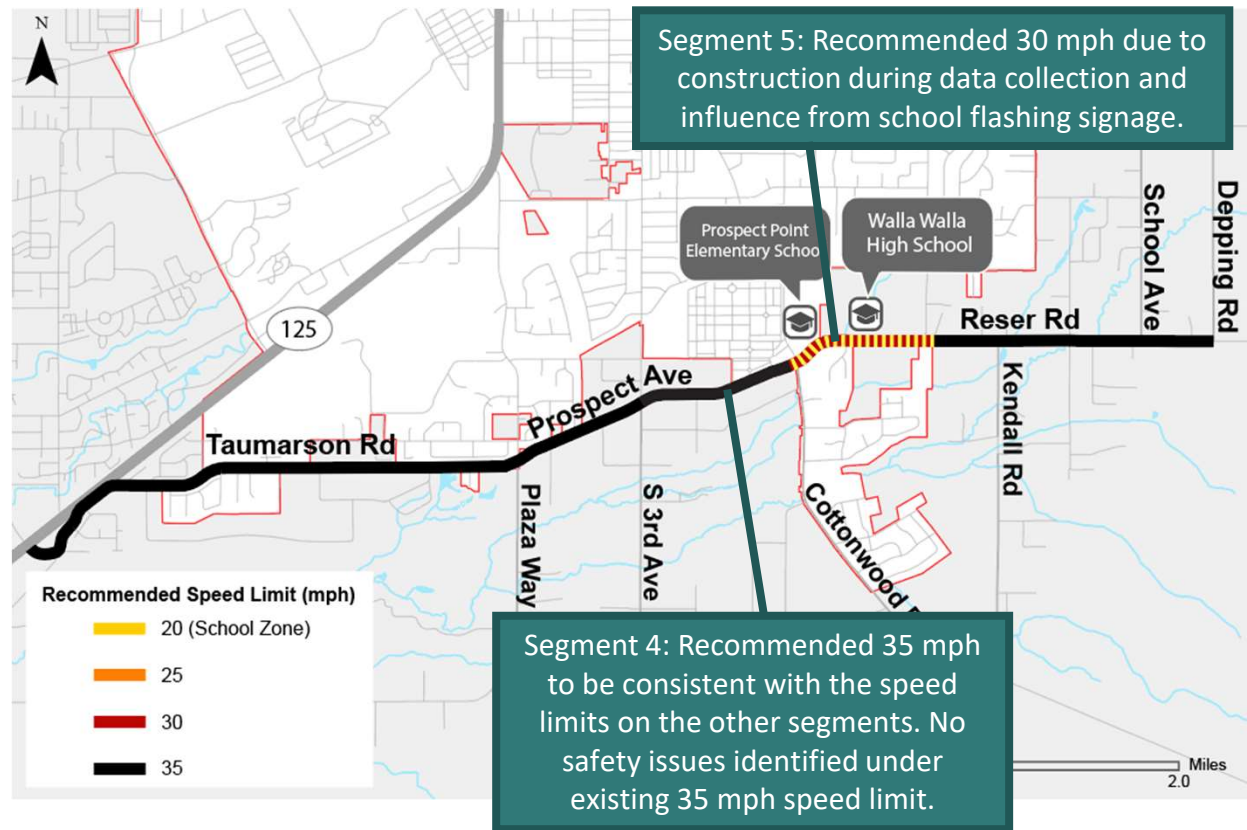
STUDY SEGMENTS & INPUTS



SUGGESTED SPEED LIMITS

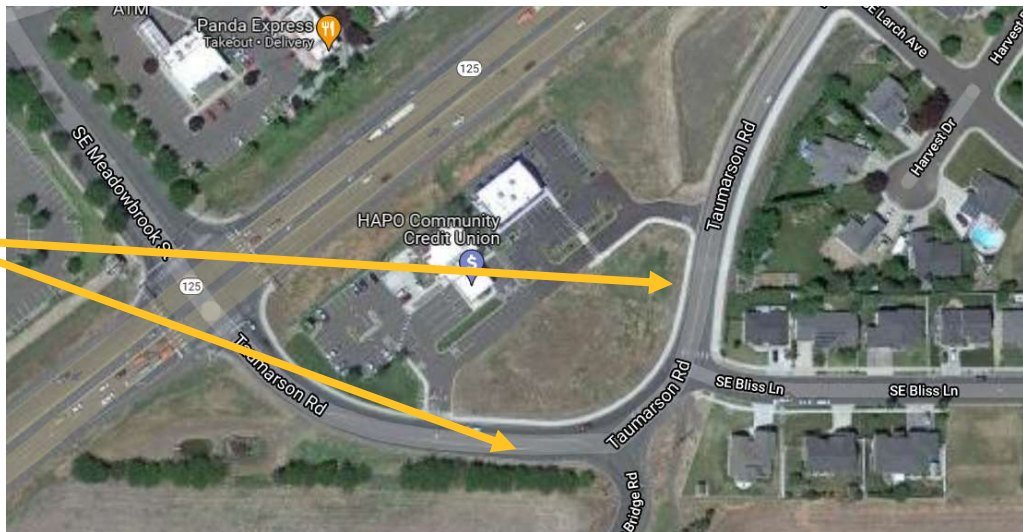


DKS RECOMMENDED SPEED LIMITS



ROADWAY GEOMETRY EVALUATION

When implementing the 35-mph speed limit on Taumarson Road, the City of College Place and Walla Walla County will have to evaluate the horizontal curve near SR 125 to determine the need for advisory speed warning signs.



NEXT STEPS

1. All three agencies approve recommended posted speed limits.
2. Agencies to evaluate existing roadway geometric impacts (curve signage, intersection sight distance, etc.)
3. Design and implementation of proposed speed signage modifications.

QUESTIONS?

DKS

City of College Place, Washington
RESOLUTION NO. 22-020

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE, WASHINGTON
REGARDING AUTHORIZING THE CITY ADMINISTRATOR TO SIGN A CONTRACT WITH ANDERSON
PERRY ENGINEERS TO ENGINEER THE FY 2021 CDBG SIDEWALK GRANT PROJECT**

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

Whereas, the City received a \$341,184 grant from the State Community Development Block Grant program to engineer and construct sidewalks along SW 6th and SW 8th Streets; and

Whereas, the City posted a Request for Service Qualifications to obtain an engineer for this project; and

Whereas, staff graded the submittal and found it to fit the needs of the project; and

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

1. Authorize the City Administrator to sign a contract with Anderson Perry Engineers for \$90,000 to engineer sidewalks on SW 6th (College to Davis) and SW 8th (College to Bade) Streets.

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 8th day of March, 2022.

Attest:

Norma L. Hernández, Mayor

Lisa R. Neissl, CMC
City Clerk

PROJECT: SIDEWALK IMPROVEMENTS

THIS AGREEMENT, made this 8th day of March 2022, by and between the City of College Place, Washington, hereinafter referred to as the Owner, and Anderson Perry & Associates, Inc., hereinafter referred to as the Consultant:

The Owner intends to construct sidewalk improvements in designated areas within the City to improve pedestrian safety. Anticipated project elements include new sidewalks, Americans with Disabilities Act (ADA) compliant features, possible retaining walls, and various other associated improvements.

The Consultant agrees to provide the following professional services requested by the Owner: Prepare a complete design of the selected improvements and provide construction administration services pursuant to the attached Scope of Work (Exhibit A).

WITNESSETH:

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

SECTION A - CONSULTANT SERVICES**Scope of Services**

1. The Consultant shall provide to the Owner the services outlined in Exhibit A of this Contract: Project administration, data collection, environmental documentation, design, and construction administration.
2. The Consultant shall provide the services set out above in accordance with the following schedule:
 - a. All deliverables to be provided to the Owner no later than December 31, 2023.
3. To assist the Consultant in carrying out these obligations, the Owner shall perform the following services:
 - a. Make all records on file and necessary to complete the work, available to the Consultant.

SECTION B - COMPENSATION FOR SERVICES

The Owner shall compensate the Consultant on an hourly fee basis, plus direct reimbursable expenses, for the services to be provided as the Owner and Consultant agree.

1. The Owner shall pay the Consultant for work performed under this Contract an amount not to exceed \$90,000 for all work identified in the Scope of Services and in accordance with Exhibit B of this Contract.
2. The Owner agrees to pay the Consultant for the services outlined in this section on a monthly basis for the actual services provided. The Consultant will render to the Owner an itemized bill at the end of each month, for compensation for such services performed under this agreement during such month, the same to be due and payable by the Owner to the Consultant. Past due amounts owed shall include a service fee charge of 12 percent annual interest beginning the 30th day after the date of billing. The Consultant may suspend work under this Agreement until the account is paid in full.

3. Direct reimbursable expenses shall include, but not be limited to, such direct job costs as the costs of travel, subsistence, lodging, document printing, outside consultants, recording costs, etc. Direct reimbursable expenses shall include a 10 percent additional fee to cover handling, overhead, insurance costs, etc. Mileage shall be charged at the current IRS rate. There shall be no charge for phone calls and postage.

SECTION C - RESPONSIBILITIES OF OWNER

1. The Owner shall provide the Consultant with all criteria and full information as to the Owner's requirements for specific work tasks, including objectives and constraints, performance requirements, and any budgetary limitations, including copies of all design and construction standards which the Owner will require to be included in Drawings and Specifications.
2. The Owner shall furnish to the Consultant all available information pertinent to a project including reports and data relative to previous designs, all existing maps, field survey data, lines of streets and boundaries or rights-of-way, and other surveys presently available. The Owner shall also provide all known information concerning the existing underground utilities, etc., that could impact proposed improvements.
3. The Owner shall provide for full, safe, and free access for the Consultant to enter upon all property required for the performance of the Consultant services under this Agreement.
4. The Owner shall give prompt written notice to the Consultant whenever the Owner observes or otherwise becomes aware of a Hazardous Environmental Condition or of any development that affects the scope or time of performance of the Consultant's services, or defect or nonconformance in the work of any Contractor.
5. The Owner shall pay for any agency plan review fees, advertisement for bids, building or other permits, licenses, etc., as may be required by local, state, or federal authorities. The Owner shall also secure necessary land easements, rights-of-way, and construction permits. The Consultant can assist the Owner with these tasks, if requested, as outlined in Exhibit B.
6. The Owner shall examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by the Consultant (including obtaining the advice of an attorney, insurance counselor, and other consultants as the Owner deems appropriate with respect to such examination) and render timely decisions pertaining thereto.
7. The Owner shall obtain, with guidance from the Consultant, reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all Phases of a project designed or specified by the Consultant, and such reviews, approvals, and consents from others as may be necessary for completion of each Phase of a project.
8. The Owner shall provide, as required for a project:
 - a. Accounting, bond, financial advisory, and insurance counseling services;
 - b. Legal services with regard to issues pertaining to a project as the Owner requires, the Contractor raises, or the Consultant reasonably requests; and
 - c. Such auditing services as the Owner requires to ascertain how or for what purpose the Contractor has used the monies paid.
9. The Owner shall advise the Consultant in a timely manner of the identity and scope of services of any independent consultants employed by the Owner to perform or furnish services in regard to a project.

10. The Owner shall attend a Pre-Bid Conferences, Bid Openings, Pre-Construction Conferences, construction progress meetings, warranty inspections, and other project-related meetings and shall review and act upon Change Orders, Applications for Payment, Certificates of Substantial Completion, and Final Acceptance Reports.

SECTION D - TERM OF AGREEMENT

1. This Contract shall be effective as of the date set forth above.
2. The Owner and the Consultant may, by mutual written agreement, terminate this Contract at any time.
3. The Owner may, on 30 days written notice to the Consultant, terminate this Contract for any reason deemed appropriate at its sole discretion.

SECTION E - GENERAL PROVISIONS

1. Approval of this Agreement by the Owner and the Consultant will serve as written authorization for the Consultant to proceed with the services called for in this Agreement.
2. This Agreement represents the entire and integrated agreement between the Owner and the Consultant. This Agreement may be amended only by written instrument signed by both the Owner and the Consultant.
3. Neither party shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.
4. In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
5. The Consultant intends to render his services under this Agreement in accordance with generally accepted professional practices and makes no warranty expressed or implied. The Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in his designs, drawings, specifications, reports, and other services.
6. Any opinion of construction costs prepared by the Consultant represents his judgment as a design professional and is supplied for the general guidance of the Owner. Since the Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, the Consultant does not guarantee the accuracy of such opinions as compared to contractor bids or actual costs to the Owner.
7. The Consultant shall acquire and maintain statutory Worker's Compensation insurance coverage, employer's liability, and comprehensive general liability insurance coverage.
8. This Agreement is to be binding on the heirs, successors, and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other.
9. There are no third-party beneficiaries of this Agreement between Owner and Consultant and no third party shall be entitled to rely upon any work performed or reports prepared by the Consultant hereunder.
10. Neither the Owner nor the Consultant shall delegate his duties under this Agreement without the written consent of the other.

11. This Agreement may be terminated by either party in the event of default under this contract by the other party. Either party may do so by giving written notice to the other of its intent to terminate this Agreement for substantial failure to perform according to this Agreement, which written notice shall specify the failure and demand correction or remedy thereof in 20 days. In the event of failure to remedy or correct in 20 days, this Agreement may be terminated in writing at the option of the party giving the prior notice. If this Agreement is terminated, the Consultant shall be paid for services based on actual manhours worked to the termination notice date, including reimbursable expenses due, less any amount in dispute.
12. Unless otherwise specified within this Agreement, this Agreement shall be governed by the laws of the State of Washington.
13. The Owner will require that any contractor or subcontractor performing construction work in connection with drawings and specifications produced under this Agreement to hold harmless, indemnify and defend, the Owner and the Consultant, their consultants, and each of their officers, agents, and employees from any and all liability claims, losses or damage arising out of or alleged to arise from the contractor's (or subcontractor's) negligence in the performance of the work described in the Construction Contract Documents, but not including liability that may be due to the sole negligence of the Owner, the Consultant, their consultants, or their officers, agents and employees.
14. The Owner and Consultant acknowledge that during construction projects, changes may be required as the result of possible omissions, ambiguities, or inconsistencies in the drawing and specifications or changes that are identified during construction which will result in an better overall project for the Owner, or changes which are necessary due to unusual field conditions, or construction circumstances beyond the control of the Owner, Consultant or Contractor.

As a consequence of the above, the Owner realizes that the construction contractors may be entitled to additional payment. The Owner agrees to set up a reserve in the project budget to be used as required to make additional payments to the construction contractors with respect to such changes. When additional payments are due the contractor they will be made in accordance with an approved change order. The Owner further agrees to make no claim by way of direct or third party action against the Consultant with respect to additional payments made to construction contractors or as a result of any claim made by construction contracts relating to such changes.

15. The Consultant shall comply with all applicable provisions of the Regulations of the U.S. Department of Commerce (Part 8 of Subtitle 15 of the Code of Federal Regulations) issued pursuant to the Civil Rights Act of 1964, in regard to nondiscrimination in employment because of race, religion, color, sex, or national origin. The Consultant shall comply with Executive Order 11246 (41 CFR 60-1. 4), Section 503 of the Rehabilitation Act of 1973 (41 CFR 60-741. 5(a)), Section 402 of the Vietnam Era Veterans Readjustment Act of 1974 (41 CFR 60-250. 5(a)), the Jobs for Veterans Act of 2003 (41 CFR 60-300. 5(a)), and, the organizing and collective bargaining Clauses of Executive Order 13496 (29 CFR 471). The Consultant shall comply with applicable federal, state, and local laws, rules, and regulations concerning Equal Employment Opportunity.
16. To the fullest extent permitted by law, the Owner and Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, and expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of the Owner and Consultant, they shall be borne by each party in proportion to its negligence.

SECTION F - CDBG CONDITIONS

See attached CDBG Conditions (Attachment 7-A). The Consultant shall comply with these conditions and the Owner and Agency will monitor compliance.

This Agreement is executed in duplicate the day and year written at the beginning of this Agreement.

Owner:

City of College Place, Washington

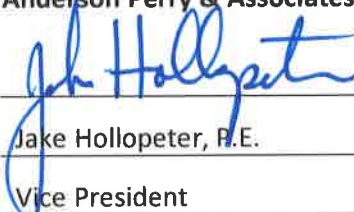
By _____

Type Name _____

Title _____

Consultant:

Anderson Perry & Associates, Inc.

By  _____

Type Name Jake Hollopeter, P.E.

Title Vice President

Washington State Department of Commerce
Community Development Block Grant Program

CDBG CONDITIONS

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1. Access to Records

The Contractor agrees to keep such records as the Owner may require. All such records shall be available to the Owner and duly authorized officials of the state for examination. All records pertinent to this project shall be retained by the Contractor for a period of three (3) years after the final audit.

2. Contract Security

For contracts in excess of \$100,000, the Contractor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the contract prices as security for the faithful performance of this contract and also a payment bond in an amount not less than one hundred percent (100%) of the contract price or in a penal sum not less than that prescribed by state, territorial or local law, as security for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law.

3. Lands and Rights-of-Way

Prior to the start of construction, the Owner shall obtain all lands and rights-of-way necessary for the carrying out and completion of work to be performed under this contract. Any property acquisition shall comply with Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies of 1970 (42 U.S.C. 4630).

4. Other Prohibited Interests

No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

5. Ineligible Subcontractors

The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without the Local Public Agency's or Public Body's prior written approval of the subcontractor. The Local Public Agency or Public Body will not approve any subcontractor for work covered by this contract who is at the time ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, U. S. Department of Labor or the Secretary of Housing and Urban Development, to receive such subcontract. Verifications of Subcontractors need to be obtained by the Contractor from www.sam.gov.

6. Federal Labor Standards Provisions**U.S. Department of Housing and Urban Development Office of Davis-Bacon and Labor Standard**

Form HUD-4010 (07/2021) – Ref. Handbook 1344.1 – Previous editions are obsolete

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

(1) MINIMUM WAGES

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment, computed at rates not less than those contained in the wage determination of the Secretary of Labor (which is attached hereto and made a part hereof), regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place, where it can be easily seen by the workers.

(ii) Additional Classifications.

- (A) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division ("Administrator"), Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)
- (D) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (1)(ii)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(2) **Withholding.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(3) **Payrolls and basic records.**

(i) **Maintaining Payroll Records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.

Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018.)

(ii) **Certified Payroll Reports.**

(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/forms> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social

security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)

- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract; and
 - (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (a)(3)(ii)(b).
 - (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under subparagraph (a)(3)(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the U.S. Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees.

- (i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate), to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program.

If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training,

Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed, unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) **Equal employment opportunity.** The utilization of apprentices, trainees, and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

- (5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.
- (6) **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs (1) through (11) in this paragraph (a) and such other clauses as HUD or its designee may, by appropriate instructions, require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.
- (7) **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.
- (9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.
- (10) **Certification of Eligibility.**
 - (i) By entering into this Contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
 - (ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
 - (iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802).

(11) Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic, to whom the wage, salary, or other labor standards provisions of this Contract are applicable, shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The provisions of this paragraph (b) are applicable where the amount of the prime contract exceeds **\$100,000**. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

- (1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph B(1) of this paragraph, the contractor, and any subcontractor responsible therefor, shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph B(1) of this paragraph, in the sum of **\$27** for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the Department of Labor adjusts this civil monetary penalty for inflation no later than January 15 each year.
- (3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages, as provided in the clause set forth in subparagraph B(2) of this paragraph.
- (4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs B(1) through (4) of this paragraph.

C. HEALTH AND SAFETY

The provisions of this paragraph (c) are applicable where the amount of the prime contract exceeds **\$100,000**.

- (1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
- (2)** The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
- (3)** The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

End of Federal Labor Standards Provisions

7. Compliance with State Prevailing Wage Requirements (RCW 39.12)

Before any payment is made of any sums due under this Contract, the Local Government Body must receive from the Contractor and each subcontractor a copy of the "Statement of Intent to Pay Prevailing Wages" approved by the Washington State Department of Labor and Industries. Also following the acceptance of the project, the Local Government Body must receive from the Contractor and each subcontractor a copy of the "Affidavit of Wages Paid" approved by the State Department of Labor and Industries. Forms may be obtained from the Department of Labor and Industries. The Contractor and each subcontractor shall pay all fees associated with and make all applications directly to the Department of Labor and Industries. These affidavits will be required before any funds retained, according to the provisions of RCW 60.28.010, are released to the Contractor. Payment by the Contractor or subcontractor of any fees shall be considered incidental to the construction and all costs shall be included in other pay items of the project.

8. Title VI of the Civil Rights Act of 1964

No person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (Public Law 88-352, Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et. seq.)

9. Section 109 of the Housing and Community Development Act of 1974, as Amended

No person in the United States shall on the grounds of race, color, national origin, sex or religion be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

10. Age Discrimination Act of 1975, as Amended

No person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance. (42 U.S.C. 610 et. seq.)

11. Section 504 of the Rehabilitation Act of 1973, as Amended

No otherwise qualified individual shall, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal funds. (29 U.S.C. 794)

12. Section 3 Clause of the Housing and Community Development Act of 1968

- a. This is a Section 3 covered project. Section 3 projects means housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000. The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing.
- b. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by the U.S. Department of Housing and Urban Development (HUD) assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons.
- c. The parties to this contract will comply with HUD's regulations as set forth in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

- d. The Section 3 requirements apply to all contractors and subcontractors performing work in connection with a Section 3 covered project. Contractor means any entity entering into a contract with (a) a recipient to perform work in connection with work in connection with a Section 3 project; or (b) a subrecipient for work in connection with a Section 3 project. Subcontractor means any entity that has a contract with a Contractor to undertake a portion of the contractor's obligation to perform work in connection with a Section 3 project.
- e. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of regulations under 24 CFR Part 75.
- f. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, where not filled to circumvent the contractor's obligations under 24 CFR Part 75.
- g. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

13. Executive Order 11246 - Equal Opportunity Clause

During the performance of this Contract, the Contractor agrees as follows:

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provision of this nondiscrimination clause;
- (b) The Contractor will, in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex or national origin;
- (c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment;
- (d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor;
- (e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders;

- (f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965 or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law; and
- (g) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States (Section 202 Equal Opportunity Clause).

14. Executive Order 11246 - Notice Requirement for Affirmative Action

- (a) The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- (b) The Goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:
 - The female participation goal in each trade is 6.9 percent for every county in Washington State.
 - Refer to <https://www.dol.gov/sites/dolgov/files/ofccp/ParticipationGoals.pdf> for minority participation percentages.

These goals are applicable to all the Contractor's construction work (whether or not it is federal or federally assisted) performed in the covered area.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR Part 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- (c) As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county and city, if any).

15. Executive Order 11246 - Construction Contract Specifications

(a) As used in these specifications:

- (1) "Covered area" means the geographical area described in the solicitation from which this Contract resulted;
- (2) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- (3) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941; and
- (4) "Minority" includes:
 - Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia and Indian Subcontinent, or the Pacific Islands); and
 - American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(b) Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitation from which this Contract resulted.

(c) If the Contractor is participating (pursuant to 41 CFR Part 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the plan area (including goals and timetables) shall be in accordance with that plan for those trades which have unions participating in the plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered Contractor's or subcontractor's failure to take good faith efforts to achieve the plan goals and timetables.

(d) The Contractor shall implement the specific affirmative action standards provided in paragraphs 82 (g) (1) through (16) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified. Covered construction contractors performing contracts in geographical areas where they do not have a federal or federally-assisted construction contract shall apply the minority and female goals established for the geographic area where the Contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be

obtained from any Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

- (e) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- (f) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
- (g) The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - (1) Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such site or in such facilities;
 - (2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources, and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses;
 - (3) Maintain a current file of the names, addresses and telephone numbers of each minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken;
 - (4) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations;
 - (5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7b above;

- (6) Disseminate the Contractor's EEO Policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed;
- (7) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions, including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed and disposition of the subject matter;
- (8) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business;
- (9) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process;
- (10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force;
- (11) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3;
- (12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities;
- (13) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out;
- (14) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes;
- (15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business obligations; and

- (16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- (h) Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (g1 through g16). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar groups of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under (g1 through g16) of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's noncompliance.
- (i) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunities and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority of women is underutilized).
- (j) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
- (k) The Contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to Executive Order 11246.
- (l) The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- (m) The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations or these specifications, the Director shall proceed in accordance with 41 CFR Part 60-4.8.
- (n) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company's EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable

form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

- (o) Nothing herein provided shall be construed as a limitation upon the application of other laws, which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

16. Americans with Disabilities Act of 1990

Subject to the provisions of this title, no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs or activities of a public entity, or be subjected to discrimination by any such entity.

EXHIBIT A

CITY OF COLLEGE PLACE, WASHINGTON SIDEWALK IMPROVEMENTS DESIGN AND CONSTRUCTION ENGINEERING SERVICES

SCOPE OF WORK

TASK DESCRIPTION AND BACKGROUND

This project generally includes the tasks required to provide design and construction engineering services for the City of College Place's (Owner) Sidewalk Improvements project located on SW 6th Street between Davis Avenue and College Avenue and on SW 8th Street between Bade Avenue and College Avenue. This project generally includes new sidewalks, Americans with Disabilities Act (ADA) compliant features, possible retaining walls, and various other associated improvements. These improvements are generally based on the improvements described in the Owner's Washington State Community Development Block Grant (CDBG) Funding Application. Improvements in each area will be assessed as the design progresses and prioritized based on funding limitations. Specific project elements include topographical mapping and right-of-way determination, curb and gutter, sidewalks, ADA compliant features, quality assurance/quality control (QA/QC) review, bidding and award phase services, construction administration, construction observation, staking, project documentation, and project closeout.

In general, the design and construction engineering services will include the following key components and deliverables:

- Topographic Mapping and Right-of-Way Determination Compatible with AutoCAD Civil 3D 2022 or Later
- State Environment Policy Act (SEPA)/ National Environment Policy Act (NEPA) Documentation per CBDG Requirements
- Historical and Cultural Resources Review
- 30 Percent Design Submittal with Cost Estimate
- 75 Percent Design Submittal with Specifications and Cost Estimate
- 100 Percent Design Submittal with Specifications and Cost Estimate
- Final Plans, Specifications, and Estimate (PS&E)
- Bidding and Award Phase Services
- Construction Management and Administration
- Review and Approve Material Submittals
- Review Contractor Monthly Pay Estimates
- Schedule and Attend On-Site Construction Meetings
- Review Contractor Proposals for Alternate "Or Equal" Materials
- Periodic Part-Time On-Site Construction Observation (Based on 4 hours Per Day for 20 Working days)
- Daily Observation Reports
- Track Bid Item Quantities
- Limited Construction Staking

- Conduct Final Project Walk-Through
- Prepare Project Closeout Paperwork
- Prepare Construction Record Drawings
- Supplemental if Requested – Additional on-site construction observation, participation in public meetings, cultural resource monitoring (during construction), materials testing, or other services as requested.

DUTIES AND RESPONSIBILITIES OF ANDERSON PERRY & ASSOCIATES, INC. (CONSULTANT)

TASK 1 - PROJECT ADMINISTRATION

The Consultant will oversee project tasks and coordinate with Owner representatives to manage the project's scope, schedule, and budget.

1.1 Contract Administration, Invoicing, and Progress Reports

1. Prepare and submit monthly invoices. Each invoice will include the date period covered by the invoice, the number of hours worked during the billing period, with billing rates shown, expenses and associated markups, the total cost for labor and expenses, subconsultant fees including markups, and a total amount of summarizing labor, expense, and subconsultant fees.
2. Prepare a brief Project Status Report to accompany the monthly invoices. The Project Status Report will include the date period covered by the report, a brief summary of the work performed during the billing period, a notice to the Owner raising any issues or concerns that could require a contract amendment/supplement, a brief summary of completed and/or upcoming project milestones, and any Owner action items needed for project delivery. The Consultant will monitor the budget status and take actions to correct undesirable budget trends involving the Owner if the scope is impacted.
3. Project management. General coordination with the Owner, subconsultants, other consultants, and stakeholders as well as ongoing monitoring of tasks and resources.
4. Maintain all contract-required documentation. Provide copies of project files and records to the Owner for audits and public information requests. All final documents will be provided in electronic format as requested.

Deliverables

- ☐ Monthly Invoices and Project Status Reports
- ☐ Project Documentation

1.2 Meetings

Various meetings will likely require the Consultant to prepare information, participate, and document outcomes. Subconsultant team members shall attend meetings related to their specific tasks as requested by the Consultant. The anticipated meetings are as follows:

1. Project kickoff meeting with Owner staff.
2. Internal bi-weekly Consultant design team meetings.

3. Meetings with Owner staff to discuss review comments from each submittal package.
4. As needed project meetings with Owner staff to discuss and resolve issues as they arise. These meetings will likely be a combination of phone conference calls and in-person meetings depending on the agenda.

TASK 2 - PRELIMINARY DESIGN AND PERMITTING

2.1 Preliminary Design

The Consultant will prepare a preliminary layout of the sidewalks identified in the funding application. The Consultant will prepare a plan view layout for each sidewalk and a preliminary construction cost estimate and present them to the Owner. The Owner will provide clear direction to the Consultant prior to beginning the final design of the project.

Deliverables

- ☐ Layout for Each Sidewalk (electronic pdf file)
- ☐ Preliminary Project Cost Estimate for Each Sidewalk (electronic pdf file)

2.2 SEPA and/or NEPA Documentation

The Consultant will prepare a draft SEPA and/or NEPA documentation for Owner review. The Consultant will incorporate the Owner's comments and prepare a final SEPA/NEPA documentation for agency submittal. The Owner will pay all fees associated with processing permit applications. One electronic (pdf) file and one paper copy of both the draft and final documents will be provided.

Deliverables

- ☐ Draft SEPA/NEPA Documentation
- ☐ Final SEPA/NEPA Documentation

2.3 Historical and Cultural Resources Review

The Consultant will initiate the historical and cultural documentation process and coordinate these efforts with funding agency guidelines. The Consultant will prepare an EZ1 form for tribal consultation and prepare a Cultural Resources Report and an Inadvertent Discovery Plan for approval by the Washington State Department of Archaeology and Historic Preservation.

Deliverables

- ☐ EZ1 Form
- ☐ Cultural Resources Report
- ☐ Inadvertent Discovery Plan

TASK 3 - DATA COLLECTION

3.1 Topographic Mapping and Right-of-Way Determination

The Consultant will provide the data needed to fully map the project area. Design surveying services will include five primary elements: 1) Records research, 2) survey control, 3) topographic mapping, 4) rights-of-way retracement and monument locations, and 5) base mapping. Each element is generally described below.

1. **Records Research** – Right-of-way, plats, short plats, surveys, and ownership records will be researched at the Walla Walla County Courthouse and Surveyor's office.
2. **Survey Control** – Survey control will be placed throughout the project, and existing survey monumentation will be tied into the survey control. The field crew will bring the City's horizontal and vertical control onto the site utilizing RTK GPS surveying techniques, thus establishing primary control points along the route. A precise digital level loop will be run from a City benchmark and through all the primary control points. Once topographic mapping commences, it may be necessary to set secondary control points or "jump hubs" to gather additional information that the primary control is unable to see. A digital level will also be run to all jump hubs. The project will conform horizontally and vertically to City GPS control based on the Washington State Coordinate System, South Zone, NAD 83, and vertically to NAVD 1988.
3. **Topographic Mapping (Design Survey)** – All relevant roadway topographic and utility features will be identified to the right-of-way and, where needed, approximately 25 feet beyond the right-of-way (as long as landowner permission is granted). This survey will contain adequate data to prepare a topographic model for use in road and sidewalk design. The underground utility notification center will be contacted prior to the field crew arrival, and all paint marks will be located. All overhead utilities and the invert elevations on all visible catch basins and manholes will be shown on the survey. For all storm and sanitary lines, the next manhole will also be located.
4. **Rights-of-Way Retracement and Monument Locations** – All centerline monuments and property corners will be searched for and tied, if found. This scope assumes access will be granted by all landowners. In areas where right-of-way acquisition is required, exact parcel line locations will need to be determined and shown on the maps.
5. **Base Mapping** – The field data will be reduced and the design survey base map will be completed. A surface will be created and contours shown in the design survey. The right-of-way will be determined from existing records and found monumentation and will be shown on the design survey. A separate stand-alone design survey map will not be prepared.

The Consultant will conduct site visits and perform field and office verification of survey data represented in the project base map.

TASK 4 - DESIGN

4.1 Utility Coordination

The Consultant will research and identify existing utilities in the project area that may be affected. The Consultant will contact the utility companies, request verification of location data, and update utility information in the survey base map if necessary. The Owner will work with the utility providers to coordinate any required franchise utility installation or relocations in advance of the project and will provide the information to the Consultant for incorporation into the design drawings.

Assumptions

- The Owner will lead all efforts with utility providers to determine the required franchise utility relocations.

- The Owner will provide the Consultant with utility plans, GIS, and other supporting documents for the Owner's utilities potentially affected by this project.
- Additional utility design location fees, if any, are not included in the Consultant's costs and will be paid by the Owner if required.

4.2 Sidewalk and Street Improvements

The Consultant will design new sidewalk and curb and gutter along the designated project area. The Consultant will design the pedestrian features and street patching in accordance with the applicable requirements specified in the American Association of State Highway and Transportation Officials Policy on Geometric Design of Highways and Streets, the Manual on Uniform Traffic Control Devices, Owner Standard Plans, and ADA requirements.

Traffic Control and Staging – The Consultant will develop construction phasing sequences and traffic control plans to accommodate the project while minimizing impacts to residents and businesses. The Consultant will provide construction phasing, detour layout, and traffic control strategies and meet with the Owner to discuss options.

4.3 Construction Plans

The Consultant will prepare construction plan sheets for Owner review. The plans will evolve with each submittal. The following is the intended representation for the approximate design levels.

- The 30 percent plans will have limited detail information but will represent the project's intent. Once the 30 percent submittal is approved, significant changes in project scope or direction will require a contract amendment. One electronic (pdf) file and one 11x17 paper copy will be provided.
- The 75 percent submittal will include 75 percent design drawings, specifications (with current Washington State Department of Transportation (WSDOT) General Special Provisions (GSPs) and required Special Provisions), and a cost estimate. One electronic (pdf) file and one 11x17 paper copy will be provided.
- The 100 percent submittal will incorporate Owner comments from the 75 percent design and include detailed information with all potential work callouts. The intent of the 100 percent submittal is to present accurate and complete information. One electronic (pdf) file and one 11x17 paper copy will be provided.
- The final submittal will incorporate any remaining Owner comments and be a bid-ready document stamped and signed by the responsible engineer.

Deliverables

- ☐ Final Plan Set
- ☐ Cover with Vicinity Map, Index, and General Notes Sheets
- ☐ Horizontal and Vertical Control Plans
- ☐ Demolition Plans
- ☐ Sidewalk Plans and Details
- ☐ Retaining Wall Plans and Details (if required)
- ☐ Traffic Control and Staging Plans
- ☐ Miscellaneous Details
- ☐ Applicable Standard Plans

4.4 Specifications

The Consultant will develop the project specifications based on the latest approved WSDOT/American Public Works Association (APWA) Standard Specifications for Road, Bridge, and Municipal Construction along with GSPs. Owner specifications and project-specific requirements will be incorporated as Special Provisions. One electronic (pdf) file and one paper copy will be provided during each review submittal.

Deliverables

- ☐ 75 Percent Specifications
- ☐ 100 Percent Specifications
- ☐ Final Bid Ready Documents

4.5 Engineer's Opinion of Probable Cost

The Consultant will develop an initial Opinion of Probable Costs based on preliminary design quantities. Estimates will be compared to historic bid records of city projects and WSDOT records. The quantities and unit bid costs will be updated as necessary with each submittal. As the project details evolve, the need for contingency will be reduced.

Deliverables

- ☐ Preliminary Opinion of Probable Cost 30 Percent Submittal (25 Percent Contingency)
- ☐ Preliminary Opinion of Probable Cost 75 Percent Submittal (20 Percent Contingency)
- ☐ Preliminary Opinion of Probable Cost 100 Percent Submittal (15 Percent Contingency)
- ☐ Final Engineer's Estimate Based on Final Owner Review (10 Percent Contingency)

4.6 Quality Assurance

The Consultant will provide QA/QC for all design work in accordance with the Consultant's QA/QC standards. The Consultant will provide senior level design and construction personnel to review plan submittals and provide technical support.

4.7 Bid Documents

The Consultant will develop bid documents based on the latest approved WSDOT/APWA Standard Specifications for Road, Bridge, and Municipal Construction along with GSPs. Owner specifications and project-specific requirements will be incorporated as Special Provisions.

Deliverables

- ☐ Bidder's Packet
- ☐ Contract Documents
- ☐ Construction Plans

TASK 5 - BIDDING AND AWARD PHASE SERVICES

The Consultant will advertise the project and perform all construction administration services during the bidding and award phase. The Consultant will provide construction and design experts who worked on the project to be available to respond to Contractor questions during the bidding process. The Consultant will prepare and issue Addendums, attend one pre-bid meeting, and provide assistance during bid review as requested by the Owner.

TASK 6 - CONSTRUCTION ADMINISTRATION

6.1 Construction Management and Administration

The Consultant will provide complete construction management and administration services. The Consultant will act as the Owner's representative as provided in the Professional Services Agreement. Construction management and administration duties will include the following:

1. Attend the preconstruction conference and provide meeting minutes.
2. Coordinate and provide oversight for all on-site observation services.
3. Receive, review, maintain, and approve all material submittals. Copies of all submittal correspondence will be provided to the Owner.
4. Receive, review, and determine the acceptability of any and all schedules provided by the Contractor, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
5. Review and process Change Orders.
6. Review the Contractor's proposed Monthly Pay Estimates and provide the Monthly Pay Estimates to the Owner for review and approval.
7. Schedule and attend on-site construction meetings and provide meeting minutes.
8. The Consultant will provide construction staking for the project as defined in the Contract Documents. This effort shall generally include one initial set of curb stakes and finish grade stakes.

Deliverables

- ☐ Preconstruction Conference Meeting Minutes
- ☐ Copies of Approved Material Submittals
- ☐ Copies of all Contractor Schedules
- ☐ Construction Change Orders
- ☐ Monthly Pay Estimates
- ☐ On-Site Construction Meeting Minutes
- ☐ Copies of all Written Communications with the Contractor

6.2 Construction Observation

The Consultant will provide periodic part-time on-site construction observation services based on 4 hours per day for 20 working days. The Consultant's Construction Representative will be the Consultant's agent for the project and will act as directed by, and under the supervision of, the Consultant. The Construction Representative's dealings in matters pertaining to the Contractor's work in progress will in general be with the Consultant and Contractor, keeping the Owner advised as necessary. The Construction Representative's dealings with subcontractors will only be through, or with the full knowledge and approval of, the Contractor. The Construction Representative will generally communicate with the Owner with the knowledge of and under the direction of the Consultant. The Consultant's Construction Representative responsibilities will include the following:

1. Serve as the Consultant's liaison with the Contractor, working principally through the Contractor's superintendent. Assist the Consultant in serving as the Owner's liaison with the Contractor when the Contractor's operations affect the Owner's on-site operations.
2. Assist in obtaining additional details or information from the Owner when required for proper execution of the work.
3. Assist in providing information regarding the intent of the Contract Documents.
4. Report to the Consultant when clarifications and/or interpretations of the Contract Documents are needed. Transmit any clarifications and/or interpretations issued by the Consultant to the Contractor.
5. Consider and evaluate the Contractor's suggestions for modifying the Drawings or Specifications and report such suggestions, together with the on-site project representative's recommendations, to the Consultant. Transmit to the Contractor in writing decisions issued by the Consultant.
6. Conduct on-site project observation to ensure all work is completed in accordance with the Contract Documents. Advise the Consultant of any special conditions encountered.
7. Coordinate with the Consultant in advance of scheduled major inspections, tests, and system startups. Verify that appropriate Owner personnel are present and that adequate records are kept for necessary testing.
8. Prepare a daily report recording all pertinent information such as the Contractor's hours on site, weather conditions, data relative to potential Change Orders, Field Orders, or changed conditions, site visitors, daily activities, and decisions.
9. Immediately notify the Consultant of any site accidents, emergencies, acts of God endangering the work, or property damage.
10. Review the Contractor's pay estimates to ensure work being paid for is completed. Track and process materials-on-hand in accordance with the Contract Documents.
11. Track bid item quantities daily.

Deliverables

- ☐ Daily Observation Reports
- ☐ Bid Item Quantities Tracking

TASK 7 - PROJECT CLOSEOUT

1. The Consultant will conduct a pre-final walk-through, complete substantial completion paperwork, and prepare a project punch list.
2. The Consultant will conduct a final project walk-through and prepare project closeout paperwork.
3. The Consultant will prepare and submit construction Record Drawings from the red line drawings provided by the contractor.

Deliverables

- ☐ Substantial Completion Paperwork
- ☐ Project Punch List
- ☐ Project Closeout Paperwork
- ☐ Construction Record Drawings (one full size paper copy and one electronic pdf copy)

PROJECT ASSUMPTIONS

The following assumptions apply to this Scope of Work:

1. All preliminary and final plans will be produced on 11x17 sheets.
2. The Owner will handle all right-of-way acquisition efforts.
3. The project will be designed for construction under one PS&E bid contract.
4. The Owner will pay all permit and advertisement fees.
5. One set of final plans will be produced on 24x36 sheets for the contractor.
6. No community outreach or public involvement is included in this Scope of Work.
7. The Owner will identify a specific Owner representative for this project.

ADDITIONAL SERVICES

This section of the agreement is for additional services not identified in the Consultant's Scope of Work. Potential additional scope the Owner may consider includes right-of-way acquisition assistance, additional on-site construction observation, participation in public meetings, cultural resources monitoring during construction, materials testing, or other services as requested.

EXHIBIT B

**CITY OF COLLEGE PLACE, WASHINGTON
SIDEWALK IMPROVEMENTS
DESIGN AND CONSTRUCTION ENGINEERING SERVICES**

PAYMENT SCHEDULE

Task Description	Anderson Perry & Associates, Inc.									
	Principal	Senior Engineer (I-II)	Staff Engineer	QA/QC Reviewer	Archaeologist	Environmental Specialist	Surveyor	Survey Crew	CADD	AP Task Total Cost
	\$210	\$175	\$110	\$190	\$120	\$120	\$175	\$200	\$120	
TASK 1 - PROJECT ADMINISTRATION										
1.1 Contract Administration, Invoicing, and Progress Reports - Invoicing and Progress Reports - Overall Project Management - Maintain and Provide Project Documentation	6	20								
1.2 Meetings - Project Kickoff Meeting - Bi-Weekly Design Team Meetings - Owner Staff and Design Meetings	2	12	6							
TOTAL TASK 1	8	32	6	0	0	0	0	0	0	\$7,940
TASK 2 - PRELIMINARY DESIGN AND PERMITTING										
2.1 Preliminary Design - Preliminary Design Configurations - Preliminary Construction Cost Estimates	2	16							5	
2.2 SEPA and/or NEPA Documentation - SEPA and/or NEPA Documentation	2	6	2			30			5	
2.3 Historical and Cultural Resources Review - Historical and Cultural Resources Investigation and Report	2	6	2		30				5	
TOTAL TASK 2	6	28	4	0	30	30	0	0	15	\$15,600
TASK 3 - DATA COLLECTION										
3.1 Topographic Mapping and Right-of-Way Determination - Records Research - Survey Control - Topographic Mapping (Design Survey) - Rights-of-Way Retracement and Monument Locations - Base Mapping		4					8	17	8	
TOTAL TASK 3	0	4	0	0	0	0	8	17	8	\$6,460
TASK 4 - DESIGN										
4.1 Utility Coordination - Contact and Coordinate with Utility Companies to Verify Locations - Identify Conflicts and Determine Mitigation Measures		4					2			
4.2 Sidewalk and Street Improvements (See Tasks 4.3 - 4.5) - Sidewalks, Streets, ADA Ramps - Traffic Control and Staging										
4.3 Construction Plans - Prepare 30 Percent Design Plans - Prepare 75 Percent Design Plans - Prepare Final Design Plans	2	30	50						30	
4.4 Specifications - Prepare 75 Percent Specifications - Prepare Final Specifications		6	15	2						
4.5 Engineer's Opinion of Probable Cost - Prepare 30 Percent Construction Cost Estimate - Prepare 75 Percent Construction Cost Estimate - Prepare Final Construction Cost Estimate	2	4	6	2						
4.6 Quality Assurance - Conduct QA/QC Review at 75 Percent - Conduct QA/QC Review of Final Bid Documents		2		2						
4.7 Bid Documents - Prepare Bid Documents (See Direct Costs)		5	5						4	
TOTAL TASK 4	4	51	76	6	0	0	2	0	34	\$23,695
TASK 5 - BID AND AWARD PHASE SERVICES										
- Respond to Contractor Questions During Bid Process - Attend Pre-Bid Meeting - Review Bid Results and Make Recommendation	2	12		2						
TOTAL TASK 5	2	12	0	2	0	0	0	0	0	\$2,900
TASK 6 - CONSTRUCTION ADMINISTRATION										
6.1 Construction Management and Administration - Organize Preconstruction Conference - Oversee and Schedule Materials Testing Services - Review and Approve Material Submittals - Track and Issue Weekly Statements of Working Days - Review Contractor's Monthly Pay Estimates and Issue to Owner for Payment - Schedule and Attend On-Site Construction Meetings - Limited Construction Staking	5	40	10				4	6		
6.2 Construction Observation - Verify Contractor Adheres to Contract Documents - Provide Periodic Part-Time On-Site Construction Observation and Prepare Construction Observation Reports - Prepare Daily Bid Item Quantity Tracking - Coordinate/Communicate with Adjacent Property Owners/Residents - Utility Coordination	5	40	80							
TOTAL TASK 6	10	80	90	0	0	0	4	6	0	\$27,900

EXHIBIT B

CITY OF COLLEGE PLACE, WASHINGTON
SIDEWALK IMPROVEMENTS
DESIGN AND CONSTRUCTION ENGINEERING SERVICES

PAYMENT SCHEDULE

Task Description	Anderson Perry & Associates, Inc.									
	Principal	Senior Engineer (I-II)	Staff Engineer	QA/QC Reviewer	Archaeologist	Environmental Specialist	Surveyor	Survey Crew	CADD	AP Task Total Cost
	\$210	\$175	\$110	\$190	\$120	\$120	\$175	\$200	\$120	
TASK 7 - PROJECT CLOSEOUT	3	16							8	
- Conduct Pre-Final Walkthrough										
- Prepare Substantial Completion Paperwork										
- Prepare and Implement Project Punchlist										
- Conduct Final Project Walkthrough										
- Prepare Project Closeout Paperwork										
- Prepare and Submit Construction Record Drawings										
TOTAL TASK 7	3	16	0	0	0	0	0	0	8	\$4,390

Total Estimated AP Costs \$88,885

DIRECT COSTS

Mileage, Expenses, Etc. \$1,115Subtotal \$1,115TOTAL PROPOSED PROJECT BUDGET \$90,000

PROJECT: SIDEWALK IMPROVEMENTS

THIS AGREEMENT, made this 8th day of March 2022, by and between the City of College Place, Washington, hereinafter referred to as the Owner, and Anderson Perry & Associates, Inc., hereinafter referred to as the Consultant:

The Owner intends to construct sidewalk improvements in designated areas within the City to improve pedestrian safety. Anticipated project elements include new sidewalks, Americans with Disabilities Act (ADA) compliant features, possible retaining walls, and various other associated improvements.

The Consultant agrees to provide the following professional services requested by the Owner: Prepare a complete design of the selected improvements and provide construction administration services pursuant to the attached Scope of Work (Exhibit A).

WITNESSETH:

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

SECTION A - CONSULTANT SERVICES**Scope of Services**

1. The Consultant shall provide to the Owner the services outlined in Exhibit A of this Contract: Project administration, data collection, environmental documentation, design, and construction administration.
2. The Consultant shall provide the services set out above in accordance with the following schedule:
 - a. All deliverables to be provided to the Owner no later than December 31, 2023.
3. To assist the Consultant in carrying out these obligations, the Owner shall perform the following services:
 - a. Make all records on file and necessary to complete the work, available to the Consultant.

SECTION B - COMPENSATION FOR SERVICES

The Owner shall compensate the Consultant on an hourly fee basis, plus direct reimbursable expenses, for the services to be provided as the Owner and Consultant agree.

1. The Owner shall pay the Consultant for work performed under this Contract an amount not to exceed \$90,000 for all work identified in the Scope of Services and in accordance with Exhibit B of this Contract.
2. The Owner agrees to pay the Consultant for the services outlined in this section on a monthly basis for the actual services provided. The Consultant will render to the Owner an itemized bill at the end of each month, for compensation for such services performed under this agreement during such month, the same to be due and payable by the Owner to the Consultant. Past due amounts owed shall include a service fee charge of 12 percent annual interest beginning the 30th day after the date of billing. The Consultant may suspend work under this Agreement until the account is paid in full.

3. Direct reimbursable expenses shall include, but not be limited to, such direct job costs as the costs of travel, subsistence, lodging, document printing, outside consultants, recording costs, etc. Direct reimbursable expenses shall include a 10 percent additional fee to cover handling, overhead, insurance costs, etc. Mileage shall be charged at the current IRS rate. There shall be no charge for phone calls and postage.

SECTION C - RESPONSIBILITIES OF OWNER

1. The Owner shall provide the Consultant with all criteria and full information as to the Owner's requirements for specific work tasks, including objectives and constraints, performance requirements, and any budgetary limitations, including copies of all design and construction standards which the Owner will require to be included in Drawings and Specifications.
2. The Owner shall furnish to the Consultant all available information pertinent to a project including reports and data relative to previous designs, all existing maps, field survey data, lines of streets and boundaries or rights-of-way, and other surveys presently available. The Owner shall also provide all known information concerning the existing underground utilities, etc., that could impact proposed improvements.
3. The Owner shall provide for full, safe, and free access for the Consultant to enter upon all property required for the performance of the Consultant services under this Agreement.
4. The Owner shall give prompt written notice to the Consultant whenever the Owner observes or otherwise becomes aware of a Hazardous Environmental Condition or of any development that affects the scope or time of performance of the Consultant's services, or defect or nonconformance in the work of any Contractor.
5. The Owner shall pay for any agency plan review fees, advertisement for bids, building or other permits, licenses, etc., as may be required by local, state, or federal authorities. The Owner shall also secure necessary land easements, rights-of-way, and construction permits. The Consultant can assist the Owner with these tasks, if requested, as outlined in Exhibit B.
6. The Owner shall examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by the Consultant (including obtaining the advice of an attorney, insurance counselor, and other consultants as the Owner deems appropriate with respect to such examination) and render timely decisions pertaining thereto.
7. The Owner shall obtain, with guidance from the Consultant, reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all Phases of a project designed or specified by the Consultant, and such reviews, approvals, and consents from others as may be necessary for completion of each Phase of a project.
8. The Owner shall provide, as required for a project:
 - a. Accounting, bond, financial advisory, and insurance counseling services;
 - b. Legal services with regard to issues pertaining to a project as the Owner requires, the Contractor raises, or the Consultant reasonably requests; and
 - c. Such auditing services as the Owner requires to ascertain how or for what purpose the Contractor has used the monies paid.
9. The Owner shall advise the Consultant in a timely manner of the identity and scope of services of any independent consultants employed by the Owner to perform or furnish services in regard to a project.

10. The Owner shall attend a Pre-Bid Conferences, Bid Openings, Pre-Construction Conferences, construction progress meetings, warranty inspections, and other project-related meetings and shall review and act upon Change Orders, Applications for Payment, Certificates of Substantial Completion, and Final Acceptance Reports.

SECTION D - TERM OF AGREEMENT

1. This Contract shall be effective as of the date set forth above.
2. The Owner and the Consultant may, by mutual written agreement, terminate this Contract at any time.
3. The Owner may, on 30 days written notice to the Consultant, terminate this Contract for any reason deemed appropriate at its sole discretion.

SECTION E - GENERAL PROVISIONS

1. Approval of this Agreement by the Owner and the Consultant will serve as written authorization for the Consultant to proceed with the services called for in this Agreement.
2. This Agreement represents the entire and integrated agreement between the Owner and the Consultant. This Agreement may be amended only by written instrument signed by both the Owner and the Consultant.
3. Neither party shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.
4. In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
5. The Consultant intends to render his services under this Agreement in accordance with generally accepted professional practices and makes no warranty expressed or implied. The Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in his designs, drawings, specifications, reports, and other services.
6. Any opinion of construction costs prepared by the Consultant represents his judgment as a design professional and is supplied for the general guidance of the Owner. Since the Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, the Consultant does not guarantee the accuracy of such opinions as compared to contractor bids or actual costs to the Owner.
7. The Consultant shall acquire and maintain statutory Worker's Compensation insurance coverage, employer's liability, and comprehensive general liability insurance coverage.
8. This Agreement is to be binding on the heirs, successors, and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other.
9. There are no third-party beneficiaries of this Agreement between Owner and Consultant and no third party shall be entitled to rely upon any work performed or reports prepared by the Consultant hereunder.
10. Neither the Owner nor the Consultant shall delegate his duties under this Agreement without the written consent of the other.

11. This Agreement may be terminated by either party in the event of default under this contract by the other party. Either party may do so by giving written notice to the other of its intent to terminate this Agreement for substantial failure to perform according to this Agreement, which written notice shall specify the failure and demand correction or remedy thereof in 20 days. In the event of failure to remedy or correct in 20 days, this Agreement may be terminated in writing at the option of the party giving the prior notice. If this Agreement is terminated, the Consultant shall be paid for services based on actual manhours worked to the termination notice date, including reimbursable expenses due, less any amount in dispute.
12. Unless otherwise specified within this Agreement, this Agreement shall be governed by the laws of the State of Washington.
13. The Owner will require that any contractor or subcontractor performing construction work in connection with drawings and specifications produced under this Agreement to hold harmless, indemnify and defend, the Owner and the Consultant, their consultants, and each of their officers, agents, and employees from any and all liability claims, losses or damage arising out of or alleged to arise from the contractor's (or subcontractor's) negligence in the performance of the work described in the Construction Contract Documents, but not including liability that may be due to the sole negligence of the Owner, the Consultant, their consultants, or their officers, agents and employees.
14. The Owner and Consultant acknowledge that during construction projects, changes may be required as the result of possible omissions, ambiguities, or inconsistencies in the drawing and specifications or changes that are identified during construction which will result in an better overall project for the Owner, or changes which are necessary due to unusual field conditions, or construction circumstances beyond the control of the Owner, Consultant or Contractor.

As a consequence of the above, the Owner realizes that the construction contractors may be entitled to additional payment. The Owner agrees to set up a reserve in the project budget to be used as required to make additional payments to the construction contractors with respect to such changes. When additional payments are due the contractor they will be made in accordance with an approved change order. The Owner further agrees to make no claim by way of direct or third party action against the Consultant with respect to additional payments made to construction contractors or as a result of any claim made by construction contracts relating to such changes.

15. The Consultant shall comply with all applicable provisions of the Regulations of the U.S. Department of Commerce (Part 8 of Subtitle 15 of the Code of Federal Regulations) issued pursuant to the Civil Rights Act of 1964, in regard to nondiscrimination in employment because of race, religion, color, sex, or national origin. The Consultant shall comply with Executive Order 11246 (41 CFR 60-1. 4), Section 503 of the Rehabilitation Act of 1973 (41 CFR 60-741. 5(a)), Section 402 of the Vietnam Era Veterans Readjustment Act of 1974 (41 CFR 60-250. 5(a)), the Jobs for Veterans Act of 2003 (41 CFR 60-300. 5(a)), and, the organizing and collective bargaining Clauses of Executive Order 13496 (29 CFR 471). The Consultant shall comply with applicable federal, state, and local laws, rules, and regulations concerning Equal Employment Opportunity.
16. To the fullest extent permitted by law, the Owner and Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents, and representatives from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, and expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of the Owner and Consultant, they shall be borne by each party in proportion to its negligence.

SECTION F - CDBG CONDITIONS

See attached CDBG Conditions (Attachment 7-A). The Consultant shall comply with these conditions and the Owner and Agency will monitor compliance.

This Agreement is executed in duplicate the day and year written at the beginning of this Agreement.

Owner:

City of College Place, Washington

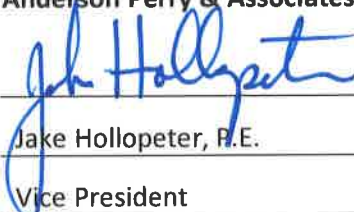
By _____

Type Name _____

Title _____

Consultant:

Anderson Perry & Associates, Inc.

By  _____

Type Name Jake Hollopeter, P.E.

Title Vice President

Washington State Department of Commerce
Community Development Block Grant Program

CDBG CONDITIONS

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1. Access to Records

The Contractor agrees to keep such records as the Owner may require. All such records shall be available to the Owner and duly authorized officials of the state for examination. All records pertinent to this project shall be retained by the Contractor for a period of three (3) years after the final audit.

2. Contract Security

For contracts in excess of \$100,000, the Contractor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the contract prices as security for the faithful performance of this contract and also a payment bond in an amount not less than one hundred percent (100%) of the contract price or in a penal sum not less than that prescribed by state, territorial or local law, as security for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law.

3. Lands and Rights-of-Way

Prior to the start of construction, the Owner shall obtain all lands and rights-of-way necessary for the carrying out and completion of work to be performed under this contract. Any property acquisition shall comply with Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies of 1970 (42 U.S.C. 4630).

4. Other Prohibited Interests

No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

5. Ineligible Subcontractors

The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without the Local Public Agency's or Public Body's prior written approval of the subcontractor. The Local Public Agency or Public Body will not approve any subcontractor for work covered by this contract who is at the time ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, U. S. Department of Labor or the Secretary of Housing and Urban Development, to receive such subcontract. Verifications of Subcontractors need to be obtained by the Contractor from www.sam.gov.

6. Federal Labor Standards Provisions**U.S. Department of Housing and Urban Development Office of Davis-Bacon and Labor Standard**

Form HUD-4010 (07/2021) – Ref. Handbook 1344.1 – Previous editions are obsolete

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

(1) MINIMUM WAGES

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment, computed at rates not less than those contained in the wage determination of the Secretary of Labor (which is attached hereto and made a part hereof), regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place, where it can be easily seen by the workers.

(ii) Additional Classifications.

- (A) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division ("Administrator"), Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)
- (D) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (1)(ii)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(2) **Withholding.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(3) **Payrolls and basic records.**

(i) **Maintaining Payroll Records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.

Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018.)

(ii) **Certified Payroll Reports.**

(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/forms> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social

security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)

- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract; and
 - (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (a)(3)(ii)(b).
 - (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under subparagraph (a)(3)(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the U.S. Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees.

- (i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate), to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program.

If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training,

Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed, unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) **Equal employment opportunity.** The utilization of apprentices, trainees, and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

- (5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.
- (6) **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs (1) through (11) in this paragraph (a) and such other clauses as HUD or its designee may, by appropriate instructions, require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.
- (7) **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.
- (9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.
- (10) **Certification of Eligibility.**
 - (i) By entering into this Contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
 - (ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.
 - (iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802).

(11) Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic, to whom the wage, salary, or other labor standards provisions of this Contract are applicable, shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The provisions of this paragraph (b) are applicable where the amount of the prime contract exceeds **\$100,000**. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

- (1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph B(1) of this paragraph, the contractor, and any subcontractor responsible therefor, shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph B(1) of this paragraph, in the sum of **\$27** for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the Department of Labor adjusts this civil monetary penalty for inflation no later than January 15 each year.
- (3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages, as provided in the clause set forth in subparagraph B(2) of this paragraph.
- (4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs B(1) through (4) of this paragraph.

C. HEALTH AND SAFETY

The provisions of this paragraph (c) are applicable where the amount of the prime contract exceeds **\$100,000**.

- (1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
- (2)** The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
- (3)** The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

End of Federal Labor Standards Provisions

7. Compliance with State Prevailing Wage Requirements (RCW 39.12)

Before any payment is made of any sums due under this Contract, the Local Government Body must receive from the Contractor and each subcontractor a copy of the "Statement of Intent to Pay Prevailing Wages" approved by the Washington State Department of Labor and Industries. Also following the acceptance of the project, the Local Government Body must receive from the Contractor and each subcontractor a copy of the "Affidavit of Wages Paid" approved by the State Department of Labor and Industries. Forms may be obtained from the Department of Labor and Industries. The Contractor and each subcontractor shall pay all fees associated with and make all applications directly to the Department of Labor and Industries. These affidavits will be required before any funds retained, according to the provisions of RCW 60.28.010, are released to the Contractor. Payment by the Contractor or subcontractor of any fees shall be considered incidental to the construction and all costs shall be included in other pay items of the project.

8. Title VI of the Civil Rights Act of 1964

No person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (Public Law 88-352, Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et. seq.)

9. Section 109 of the Housing and Community Development Act of 1974, as Amended

No person in the United States shall on the grounds of race, color, national origin, sex or religion be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

10. Age Discrimination Act of 1975, as Amended

No person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance. (42 U.S.C. 610 et. seq.)

11. Section 504 of the Rehabilitation Act of 1973, as Amended

No otherwise qualified individual shall, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal funds. (29 U.S.C. 794)

12. Section 3 Clause of the Housing and Community Development Act of 1968

- a. This is a Section 3 covered project. Section 3 projects means housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000. The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing.
- b. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by the U.S. Department of Housing and Urban Development (HUD) assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons.
- c. The parties to this contract will comply with HUD's regulations as set forth in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

- d. The Section 3 requirements apply to all contractors and subcontractors performing work in connection with a Section 3 covered project. Contractor means any entity entering into a contract with (a) a recipient to perform work in connection with work in connection with a Section 3 project; or (b) a subrecipient for work in connection with a Section 3 project. Subcontractor means any entity that has a contract with a Contractor to undertake a portion of the contractor's obligation to perform work in connection with a Section 3 project.
- e. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of regulations under 24 CFR Part 75.
- f. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, where not filled to circumvent the contractor's obligations under 24 CFR Part 75.
- g. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

13. Executive Order 11246 - Equal Opportunity Clause

During the performance of this Contract, the Contractor agrees as follows:

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provision of this nondiscrimination clause;
- (b) The Contractor will, in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex or national origin;
- (c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment;
- (d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor;
- (e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders;

- (f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965 or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law; and
- (g) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States (Section 202 Equal Opportunity Clause).

14. Executive Order 11246 - Notice Requirement for Affirmative Action

- (a) The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- (b) The Goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:
 - The female participation goal in each trade is 6.9 percent for every county in Washington State.
 - Refer to <https://www.dol.gov/sites/dolgov/files/ofccp/ParticipationGoals.pdf> for minority participation percentages.

These goals are applicable to all the Contractor's construction work (whether or not it is federal or federally assisted) performed in the covered area.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR Part 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- (c) As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county and city, if any).

15. Executive Order 11246 - Construction Contract Specifications

(a) As used in these specifications:

- (1) "Covered area" means the geographical area described in the solicitation from which this Contract resulted;
- (2) "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- (3) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941; and
- (4) "Minority" includes:
 - Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia and Indian Subcontinent, or the Pacific Islands); and
 - American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(b) Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitation from which this Contract resulted.

(c) If the Contractor is participating (pursuant to 41 CFR Part 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the plan area (including goals and timetables) shall be in accordance with that plan for those trades which have unions participating in the plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered Contractor's or subcontractor's failure to take good faith efforts to achieve the plan goals and timetables.

(d) The Contractor shall implement the specific affirmative action standards provided in paragraphs 82 (g) (1) through (16) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified. Covered construction contractors performing contracts in geographical areas where they do not have a federal or federally-assisted construction contract shall apply the minority and female goals established for the geographic area where the Contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be

obtained from any Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

- (e) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- (f) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
- (g) The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - (1) Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such site or in such facilities;
 - (2) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources, and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses;
 - (3) Maintain a current file of the names, addresses and telephone numbers of each minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken;
 - (4) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations;
 - (5) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7b above;

- (6) Disseminate the Contractor's EEO Policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed;
- (7) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions, including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed and disposition of the subject matter;
- (8) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business;
- (9) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process;
- (10) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force;
- (11) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3;
- (12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities;
- (13) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out;
- (14) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes;
- (15) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business obligations; and

- (16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- (h) Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (g1 through g16). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar groups of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under (g1 through g16) of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's noncompliance.
- (i) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunities and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority of women is underutilized).
- (j) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
- (k) The Contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to Executive Order 11246.
- (l) The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- (m) The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations or these specifications, the Director shall proceed in accordance with 41 CFR Part 60-4.8.
- (n) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company's EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable

form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

- (o) Nothing herein provided shall be construed as a limitation upon the application of other laws, which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

16. Americans with Disabilities Act of 1990

Subject to the provisions of this title, no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs or activities of a public entity, or be subjected to discrimination by any such entity.

EXHIBIT A

CITY OF COLLEGE PLACE, WASHINGTON SIDEWALK IMPROVEMENTS DESIGN AND CONSTRUCTION ENGINEERING SERVICES

SCOPE OF WORK

TASK DESCRIPTION AND BACKGROUND

This project generally includes the tasks required to provide design and construction engineering services for the City of College Place's (Owner) Sidewalk Improvements project located on SW 6th Street between Davis Avenue and College Avenue and on SW 8th Street between Bade Avenue and College Avenue. This project generally includes new sidewalks, Americans with Disabilities Act (ADA) compliant features, possible retaining walls, and various other associated improvements. These improvements are generally based on the improvements described in the Owner's Washington State Community Development Block Grant (CDBG) Funding Application. Improvements in each area will be assessed as the design progresses and prioritized based on funding limitations. Specific project elements include topographical mapping and right-of-way determination, curb and gutter, sidewalks, ADA compliant features, quality assurance/quality control (QA/QC) review, bidding and award phase services, construction administration, construction observation, staking, project documentation, and project closeout.

In general, the design and construction engineering services will include the following key components and deliverables:

- Topographic Mapping and Right-of-Way Determination Compatible with AutoCAD Civil 3D 2022 or Later
- State Environment Policy Act (SEPA)/ National Environment Policy Act (NEPA) Documentation per CBDG Requirements
- Historical and Cultural Resources Review
- 30 Percent Design Submittal with Cost Estimate
- 75 Percent Design Submittal with Specifications and Cost Estimate
- 100 Percent Design Submittal with Specifications and Cost Estimate
- Final Plans, Specifications, and Estimate (PS&E)
- Bidding and Award Phase Services
- Construction Management and Administration
- Review and Approve Material Submittals
- Review Contractor Monthly Pay Estimates
- Schedule and Attend On-Site Construction Meetings
- Review Contractor Proposals for Alternate "Or Equal" Materials
- Periodic Part-Time On-Site Construction Observation (Based on 4 hours Per Day for 20 Working days)
- Daily Observation Reports
- Track Bid Item Quantities
- Limited Construction Staking

- Conduct Final Project Walk-Through
- Prepare Project Closeout Paperwork
- Prepare Construction Record Drawings
- Supplemental if Requested – Additional on-site construction observation, participation in public meetings, cultural resource monitoring (during construction), materials testing, or other services as requested.

DUTIES AND RESPONSIBILITIES OF ANDERSON PERRY & ASSOCIATES, INC. (CONSULTANT)

TASK 1 - PROJECT ADMINISTRATION

The Consultant will oversee project tasks and coordinate with Owner representatives to manage the project's scope, schedule, and budget.

1.1 Contract Administration, Invoicing, and Progress Reports

1. Prepare and submit monthly invoices. Each invoice will include the date period covered by the invoice, the number of hours worked during the billing period, with billing rates shown, expenses and associated markups, the total cost for labor and expenses, subconsultant fees including markups, and a total amount of summarizing labor, expense, and subconsultant fees.
2. Prepare a brief Project Status Report to accompany the monthly invoices. The Project Status Report will include the date period covered by the report, a brief summary of the work performed during the billing period, a notice to the Owner raising any issues or concerns that could require a contract amendment/supplement, a brief summary of completed and/or upcoming project milestones, and any Owner action items needed for project delivery. The Consultant will monitor the budget status and take actions to correct undesirable budget trends involving the Owner if the scope is impacted.
3. Project management. General coordination with the Owner, subconsultants, other consultants, and stakeholders as well as ongoing monitoring of tasks and resources.
4. Maintain all contract-required documentation. Provide copies of project files and records to the Owner for audits and public information requests. All final documents will be provided in electronic format as requested.

Deliverables

- ☐ Monthly Invoices and Project Status Reports
- ☐ Project Documentation

1.2 Meetings

Various meetings will likely require the Consultant to prepare information, participate, and document outcomes. Subconsultant team members shall attend meetings related to their specific tasks as requested by the Consultant. The anticipated meetings are as follows:

1. Project kickoff meeting with Owner staff.
2. Internal bi-weekly Consultant design team meetings.

3. Meetings with Owner staff to discuss review comments from each submittal package.
4. As needed project meetings with Owner staff to discuss and resolve issues as they arise. These meetings will likely be a combination of phone conference calls and in-person meetings depending on the agenda.

TASK 2 - PRELIMINARY DESIGN AND PERMITTING

2.1 Preliminary Design

The Consultant will prepare a preliminary layout of the sidewalks identified in the funding application. The Consultant will prepare a plan view layout for each sidewalk and a preliminary construction cost estimate and present them to the Owner. The Owner will provide clear direction to the Consultant prior to beginning the final design of the project.

Deliverables

- ☐ Layout for Each Sidewalk (electronic pdf file)
- ☐ Preliminary Project Cost Estimate for Each Sidewalk (electronic pdf file)

2.2 SEPA and/or NEPA Documentation

The Consultant will prepare a draft SEPA and/or NEPA documentation for Owner review. The Consultant will incorporate the Owner's comments and prepare a final SEPA/NEPA documentation for agency submittal. The Owner will pay all fees associated with processing permit applications. One electronic (pdf) file and one paper copy of both the draft and final documents will be provided.

Deliverables

- ☐ Draft SEPA/NEPA Documentation
- ☐ Final SEPA/NEPA Documentation

2.3 Historical and Cultural Resources Review

The Consultant will initiate the historical and cultural documentation process and coordinate these efforts with funding agency guidelines. The Consultant will prepare an EZ1 form for tribal consultation and prepare a Cultural Resources Report and an Inadvertent Discovery Plan for approval by the Washington State Department of Archaeology and Historic Preservation.

Deliverables

- ☐ EZ1 Form
- ☐ Cultural Resources Report
- ☐ Inadvertent Discovery Plan

TASK 3 - DATA COLLECTION

3.1 Topographic Mapping and Right-of-Way Determination

The Consultant will provide the data needed to fully map the project area. Design surveying services will include five primary elements: 1) Records research, 2) survey control, 3) topographic mapping, 4) rights-of-way retracement and monument locations, and 5) base mapping. Each element is generally described below.

1. **Records Research** – Right-of-way, plats, short plats, surveys, and ownership records will be researched at the Walla Walla County Courthouse and Surveyor's office.
2. **Survey Control** – Survey control will be placed throughout the project, and existing survey monumentation will be tied into the survey control. The field crew will bring the City's horizontal and vertical control onto the site utilizing RTK GPS surveying techniques, thus establishing primary control points along the route. A precise digital level loop will be run from a City benchmark and through all the primary control points. Once topographic mapping commences, it may be necessary to set secondary control points or "jump hubs" to gather additional information that the primary control is unable to see. A digital level will also be run to all jump hubs. The project will conform horizontally and vertically to City GPS control based on the Washington State Coordinate System, South Zone, NAD 83, and vertically to NAVD 1988.
3. **Topographic Mapping (Design Survey)** – All relevant roadway topographic and utility features will be identified to the right-of-way and, where needed, approximately 25 feet beyond the right-of-way (as long as landowner permission is granted). This survey will contain adequate data to prepare a topographic model for use in road and sidewalk design. The underground utility notification center will be contacted prior to the field crew arrival, and all paint marks will be located. All overhead utilities and the invert elevations on all visible catch basins and manholes will be shown on the survey. For all storm and sanitary lines, the next manhole will also be located.
4. **Rights-of-Way Retracement and Monument Locations** – All centerline monuments and property corners will be searched for and tied, if found. This scope assumes access will be granted by all landowners. In areas where right-of-way acquisition is required, exact parcel line locations will need to be determined and shown on the maps.
5. **Base Mapping** – The field data will be reduced and the design survey base map will be completed. A surface will be created and contours shown in the design survey. The right-of-way will be determined from existing records and found monumentation and will be shown on the design survey. A separate stand-alone design survey map will not be prepared.

The Consultant will conduct site visits and perform field and office verification of survey data represented in the project base map.

TASK 4 - DESIGN

4.1 Utility Coordination

The Consultant will research and identify existing utilities in the project area that may be affected. The Consultant will contact the utility companies, request verification of location data, and update utility information in the survey base map if necessary. The Owner will work with the utility providers to coordinate any required franchise utility installation or relocations in advance of the project and will provide the information to the Consultant for incorporation into the design drawings.

Assumptions

- The Owner will lead all efforts with utility providers to determine the required franchise utility relocations.

- The Owner will provide the Consultant with utility plans, GIS, and other supporting documents for the Owner's utilities potentially affected by this project.
- Additional utility design location fees, if any, are not included in the Consultant's costs and will be paid by the Owner if required.

4.2 Sidewalk and Street Improvements

The Consultant will design new sidewalk and curb and gutter along the designated project area. The Consultant will design the pedestrian features and street patching in accordance with the applicable requirements specified in the American Association of State Highway and Transportation Officials Policy on Geometric Design of Highways and Streets, the Manual on Uniform Traffic Control Devices, Owner Standard Plans, and ADA requirements.

Traffic Control and Staging – The Consultant will develop construction phasing sequences and traffic control plans to accommodate the project while minimizing impacts to residents and businesses. The Consultant will provide construction phasing, detour layout, and traffic control strategies and meet with the Owner to discuss options.

4.3 Construction Plans

The Consultant will prepare construction plan sheets for Owner review. The plans will evolve with each submittal. The following is the intended representation for the approximate design levels.

- The 30 percent plans will have limited detail information but will represent the project's intent. Once the 30 percent submittal is approved, significant changes in project scope or direction will require a contract amendment. One electronic (pdf) file and one 11x17 paper copy will be provided.
- The 75 percent submittal will include 75 percent design drawings, specifications (with current Washington State Department of Transportation (WSDOT) General Special Provisions (GSPs) and required Special Provisions), and a cost estimate. One electronic (pdf) file and one 11x17 paper copy will be provided.
- The 100 percent submittal will incorporate Owner comments from the 75 percent design and include detailed information with all potential work callouts. The intent of the 100 percent submittal is to present accurate and complete information. One electronic (pdf) file and one 11x17 paper copy will be provided.
- The final submittal will incorporate any remaining Owner comments and be a bid-ready document stamped and signed by the responsible engineer.

Deliverables

- ☐ Final Plan Set
- ☐ Cover with Vicinity Map, Index, and General Notes Sheets
- ☐ Horizontal and Vertical Control Plans
- ☐ Demolition Plans
- ☐ Sidewalk Plans and Details
- ☐ Retaining Wall Plans and Details (if required)
- ☐ Traffic Control and Staging Plans
- ☐ Miscellaneous Details
- ☐ Applicable Standard Plans

4.4 Specifications

The Consultant will develop the project specifications based on the latest approved WSDOT/American Public Works Association (APWA) Standard Specifications for Road, Bridge, and Municipal Construction along with GSPs. Owner specifications and project-specific requirements will be incorporated as Special Provisions. One electronic (pdf) file and one paper copy will be provided during each review submittal.

Deliverables

- ☐ 75 Percent Specifications
- ☐ 100 Percent Specifications
- ☐ Final Bid Ready Documents

4.5 Engineer's Opinion of Probable Cost

The Consultant will develop an initial Opinion of Probable Costs based on preliminary design quantities. Estimates will be compared to historic bid records of city projects and WSDOT records. The quantities and unit bid costs will be updated as necessary with each submittal. As the project details evolve, the need for contingency will be reduced.

Deliverables

- ☐ Preliminary Opinion of Probable Cost 30 Percent Submittal (25 Percent Contingency)
- ☐ Preliminary Opinion of Probable Cost 75 Percent Submittal (20 Percent Contingency)
- ☐ Preliminary Opinion of Probable Cost 100 Percent Submittal (15 Percent Contingency)
- ☐ Final Engineer's Estimate Based on Final Owner Review (10 Percent Contingency)

4.6 Quality Assurance

The Consultant will provide QA/QC for all design work in accordance with the Consultant's QA/QC standards. The Consultant will provide senior level design and construction personnel to review plan submittals and provide technical support.

4.7 Bid Documents

The Consultant will develop bid documents based on the latest approved WSDOT/APWA Standard Specifications for Road, Bridge, and Municipal Construction along with GSPs. Owner specifications and project-specific requirements will be incorporated as Special Provisions.

Deliverables

- ☐ Bidder's Packet
- ☐ Contract Documents
- ☐ Construction Plans

TASK 5 - BIDDING AND AWARD PHASE SERVICES

The Consultant will advertise the project and perform all construction administration services during the bidding and award phase. The Consultant will provide construction and design experts who worked on the project to be available to respond to Contractor questions during the bidding process. The Consultant will prepare and issue Addendums, attend one pre-bid meeting, and provide assistance during bid review as requested by the Owner.

TASK 6 - CONSTRUCTION ADMINISTRATION

6.1 Construction Management and Administration

The Consultant will provide complete construction management and administration services. The Consultant will act as the Owner's representative as provided in the Professional Services Agreement. Construction management and administration duties will include the following:

1. Attend the preconstruction conference and provide meeting minutes.
2. Coordinate and provide oversight for all on-site observation services.
3. Receive, review, maintain, and approve all material submittals. Copies of all submittal correspondence will be provided to the Owner.
4. Receive, review, and determine the acceptability of any and all schedules provided by the Contractor, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
5. Review and process Change Orders.
6. Review the Contractor's proposed Monthly Pay Estimates and provide the Monthly Pay Estimates to the Owner for review and approval.
7. Schedule and attend on-site construction meetings and provide meeting minutes.
8. The Consultant will provide construction staking for the project as defined in the Contract Documents. This effort shall generally include one initial set of curb stakes and finish grade stakes.

Deliverables

- ☐ Preconstruction Conference Meeting Minutes
- ☐ Copies of Approved Material Submittals
- ☐ Copies of all Contractor Schedules
- ☐ Construction Change Orders
- ☐ Monthly Pay Estimates
- ☐ On-Site Construction Meeting Minutes
- ☐ Copies of all Written Communications with the Contractor

6.2 Construction Observation

The Consultant will provide periodic part-time on-site construction observation services based on 4 hours per day for 20 working days. The Consultant's Construction Representative will be the Consultant's agent for the project and will act as directed by, and under the supervision of, the Consultant. The Construction Representative's dealings in matters pertaining to the Contractor's work in progress will in general be with the Consultant and Contractor, keeping the Owner advised as necessary. The Construction Representative's dealings with subcontractors will only be through, or with the full knowledge and approval of, the Contractor. The Construction Representative will generally communicate with the Owner with the knowledge of and under the direction of the Consultant. The Consultant's Construction Representative responsibilities will include the following:

1. Serve as the Consultant's liaison with the Contractor, working principally through the Contractor's superintendent. Assist the Consultant in serving as the Owner's liaison with the Contractor when the Contractor's operations affect the Owner's on-site operations.
2. Assist in obtaining additional details or information from the Owner when required for proper execution of the work.
3. Assist in providing information regarding the intent of the Contract Documents.
4. Report to the Consultant when clarifications and/or interpretations of the Contract Documents are needed. Transmit any clarifications and/or interpretations issued by the Consultant to the Contractor.
5. Consider and evaluate the Contractor's suggestions for modifying the Drawings or Specifications and report such suggestions, together with the on-site project representative's recommendations, to the Consultant. Transmit to the Contractor in writing decisions issued by the Consultant.
6. Conduct on-site project observation to ensure all work is completed in accordance with the Contract Documents. Advise the Consultant of any special conditions encountered.
7. Coordinate with the Consultant in advance of scheduled major inspections, tests, and system startups. Verify that appropriate Owner personnel are present and that adequate records are kept for necessary testing.
8. Prepare a daily report recording all pertinent information such as the Contractor's hours on site, weather conditions, data relative to potential Change Orders, Field Orders, or changed conditions, site visitors, daily activities, and decisions.
9. Immediately notify the Consultant of any site accidents, emergencies, acts of God endangering the work, or property damage.
10. Review the Contractor's pay estimates to ensure work being paid for is completed. Track and process materials-on-hand in accordance with the Contract Documents.
11. Track bid item quantities daily.

Deliverables

- ☐ Daily Observation Reports
- ☐ Bid Item Quantities Tracking

TASK 7 - PROJECT CLOSEOUT

1. The Consultant will conduct a pre-final walk-through, complete substantial completion paperwork, and prepare a project punch list.
2. The Consultant will conduct a final project walk-through and prepare project closeout paperwork.
3. The Consultant will prepare and submit construction Record Drawings from the red line drawings provided by the contractor.

Deliverables

- ☐ Substantial Completion Paperwork
- ☐ Project Punch List
- ☐ Project Closeout Paperwork
- ☐ Construction Record Drawings (one full size paper copy and one electronic pdf copy)

PROJECT ASSUMPTIONS

The following assumptions apply to this Scope of Work:

1. All preliminary and final plans will be produced on 11x17 sheets.
2. The Owner will handle all right-of-way acquisition efforts.
3. The project will be designed for construction under one PS&E bid contract.
4. The Owner will pay all permit and advertisement fees.
5. One set of final plans will be produced on 24x36 sheets for the contractor.
6. No community outreach or public involvement is included in this Scope of Work.
7. The Owner will identify a specific Owner representative for this project.

ADDITIONAL SERVICES

This section of the agreement is for additional services not identified in the Consultant's Scope of Work. Potential additional scope the Owner may consider includes right-of-way acquisition assistance, additional on-site construction observation, participation in public meetings, cultural resources monitoring during construction, materials testing, or other services as requested.

EXHIBIT B

**CITY OF COLLEGE PLACE, WASHINGTON
SIDEWALK IMPROVEMENTS
DESIGN AND CONSTRUCTION ENGINEERING SERVICES**

PAYMENT SCHEDULE

Task Description	Anderson Perry & Associates, Inc.									
	Principal	Senior Engineer (I-II)	Staff Engineer	QA/QC Reviewer	Archaeologist	Environmental Specialist	Surveyor	Survey Crew	CADD	AP Task Total Cost
	\$210	\$175	\$110	\$190	\$120	\$120	\$175	\$200	\$120	
TASK 1 - PROJECT ADMINISTRATION										
1.1 Contract Administration, Invoicing, and Progress Reports - Invoicing and Progress Reports - Overall Project Management - Maintain and Provide Project Documentation	6	20								
1.2 Meetings - Project Kickoff Meeting - Bi-Weekly Design Team Meetings - Owner Staff and Design Meetings	2	12	6							
TOTAL TASK 1	8	32	6	0	0	0	0	0	0	\$7,940
TASK 2 - PRELIMINARY DESIGN AND PERMITTING										
2.1 Preliminary Design - Preliminary Design Configurations - Preliminary Construction Cost Estimates	2	16							5	
2.2 SEPA and/or NEPA Documentation - SEPA and/or NEPA Documentation	2	6	2			30			5	
2.3 Historical and Cultural Resources Review - Historical and Cultural Resources Investigation and Report	2	6	2		30				5	
TOTAL TASK 2	6	28	4	0	30	30	0	0	15	\$15,600
TASK 3 - DATA COLLECTION										
3.1 Topographic Mapping and Right-of-Way Determination - Records Research - Survey Control - Topographic Mapping (Design Survey) - Rights-of-Way Retracement and Monument Locations - Base Mapping		4					8	17	8	
TOTAL TASK 3	0	4	0	0	0	0	8	17	8	\$6,460
TASK 4 - DESIGN										
4.1 Utility Coordination - Contact and Coordinate with Utility Companies to Verify Locations - Identify Conflicts and Determine Mitigation Measures		4					2			
4.2 Sidewalk and Street Improvements (See Tasks 4.3 - 4.5) - Sidewalks, Streets, ADA Ramps - Traffic Control and Staging										
4.3 Construction Plans - Prepare 30 Percent Design Plans - Prepare 75 Percent Design Plans - Prepare Final Design Plans	2	30	50						30	
4.4 Specifications - Prepare 75 Percent Specifications - Prepare Final Specifications		6	15	2						
4.5 Engineer's Opinion of Probable Cost - Prepare 30 Percent Construction Cost Estimate - Prepare 75 Percent Construction Cost Estimate - Prepare Final Construction Cost Estimate	2	4	6	2						
4.6 Quality Assurance - Conduct QA/QC Review at 75 Percent - Conduct QA/QC Review of Final Bid Documents		2		2						
4.7 Bid Documents - Prepare Bid Documents (See Direct Costs)		5	5						4	
TOTAL TASK 4	4	51	76	6	0	0	2	0	34	\$23,695
TASK 5 - BID AND AWARD PHASE SERVICES										
- Respond to Contractor Questions During Bid Process - Attend Pre-Bid Meeting - Review Bid Results and Make Recommendation	2	12		2						
TOTAL TASK 5	2	12	0	2	0	0	0	0	0	\$2,900
TASK 6 - CONSTRUCTION ADMINISTRATION										
6.1 Construction Management and Administration - Organize Preconstruction Conference - Oversee and Schedule Materials Testing Services - Review and Approve Material Submittals - Track and Issue Weekly Statements of Working Days - Review Contractor's Monthly Pay Estimates and Issue to Owner for Payment - Schedule and Attend On-Site Construction Meetings - Limited Construction Staking	5	40	10				4	6		
6.2 Construction Observation - Verify Contractor Adheres to Contract Documents - Provide Periodic Part-Time On-Site Construction Observation and Prepare Construction Observation Reports - Prepare Daily Bid Item Quantity Tracking - Coordinate/Communicate with Adjacent Property Owners/Residents - Utility Coordination	5	40	80							
TOTAL TASK 6	10	80	90	0	0	0	4	6	0	\$27,900

EXHIBIT B

CITY OF COLLEGE PLACE, WASHINGTON
SIDEWALK IMPROVEMENTS
DESIGN AND CONSTRUCTION ENGINEERING SERVICES

PAYMENT SCHEDULE

Task Description	Anderson Perry & Associates, Inc.									
	Principal	Senior Engineer (I-II)	Staff Engineer	QA/QC Reviewer	Archaeologist	Environmental Specialist	Surveyor	Survey Crew	CADD	AP Task Total Cost
	\$210	\$175	\$110	\$190	\$120	\$120	\$175	\$200	\$120	
TASK 7 - PROJECT CLOSEOUT	3	16							8	
- Conduct Pre-Final Walkthrough										
- Prepare Substantial Completion Paperwork										
- Prepare and Implement Project Punchlist										
- Conduct Final Project Walkthrough										
- Prepare Project Closeout Paperwork										
- Prepare and Submit Construction Record Drawings										
TOTAL TASK 7	3	16	0	0	0	0	0	0	8	\$4,390

Total Estimated AP Costs \$88,885

DIRECT COSTS

Mileage, Expenses, Etc. \$1,115Subtotal \$1,115TOTAL PROPOSED PROJECT BUDGET \$90,000

CITY OF COLLEGE PLACE, WA

2022 Sidewalk Design Project

Statement of Qualifications

Submitted January 28, 2022



Contact:

Jake Hollopeter, P.E., Vice President
214 E. Birch Street
Walla Walla, Washington 99362
Phone: (509) 529-9260 | Fax: (509) 529-8102
jhollopeter@andersonperry.com

ap anderson
perry
& associates, inc.



214 E. Birch Street, P.O. Box 1687
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www.andersonperry.com

engineering • surveying • natural resources

January 28, 2022

City of College Place
625 South College Avenue
College Place, Washington 99324

ATTN: Michael Rizzitiello, City Administrator

RE: **2022 Sidewalk Design Project**

Dear Michael and Selection Committee:

Enclosed for your consideration is our Statement of Qualifications to provide design services for the City of College Place's 2022 Sidewalk Design Project.

Our previous work on several similar College Place sidewalk projects, including the recent 2020 Sidewalk project that was also funded by the Washington State Community Development Block Grant (CDBG) program, brings unmatched knowledge and expertise to this project. We already understand the likely challenges facing this project and how best to resolve them.

We have assembled an experienced team that can address all expected project needs in-house, including preparation of an inadvertent discovery plan, Endangered Species Act consultation with NOAA Fisheries, and all other CDBG environmental/permitting requirements. Our team has worked together on other similar successful projects, and we are confident we can deliver a sound, sensible, and cost-effective design package for the City.

Please let us know if you have any questions about our qualifications. We sincerely look forward to performing well in the interests of the City of College Place. Thank you for considering Anderson Perry & Associates, Inc.

Sincerely,

ANDERSON PERRY & ASSOCIATES, INC.

By

A handwritten signature in blue ink, appearing to read 'Jake Hollopeter', is written over a horizontal line. Below the line, the name 'Jake Hollopeter, P.E.' and the title 'Vice President' are printed in a black, sans-serif font.

Jake Hollopeter, P.E.
Vice President

JH/ct

Enclosure

S:\Proposal\College Place\2022 CDBG Sidewalk Engineering\Cover Ltr.docx



Who We Are

Our mission is to provide solid engineering and sound solutions accompanied by exceptional relationship-oriented service, which has given our firm a reputation for establishing steadfast partnerships.

Anderson Perry & Associates, Inc. (AP) is a full-service civil engineering, surveying, and natural resources firm with over 90 employees and offices in Walla Walla, Washington, and La Grande, Redmond, and Hermiston, Oregon. AP is a trusted local resource that many public entities depend on for reliable, cost-effective answers to their everyday engineering questions.

Founded in 1975, we specialize in assisting eastern Washington and eastern Oregon communities with planning, funding, surveying, engineering design, environmental permitting, construction administration, and construction engineering on a variety of public works projects.

AP Walla Walla Office Contact Information

214 East Birch Street
P.O. Box 1687
Walla Walla, WA 99362
Phone: (509) 529-9260
Fax: (509) 529-8102
www.andersonperry.com





AP-Designed Sidewalks and Pedestrian Island - Isaacs Avenue, City of Walla Walla, WA

Firm Qualifications and Expertise

Transportation Engineering Experience

AP has provided design and construction administration services for transportation projects since 1976 and has had the privilege to work with the City of College Place on several projects over recent years that include new sidewalks, including the 4th Street/Academy Way project, Lamperti/Meadowbrook Street Overlay and Sidewalk Project, 2020 Sidewalks project, 4Bikes project, and various other sidewalk projects.

Our transportation design experience includes many miles of city streets and sidewalks. Our experience covers all project aspects, including studies and planning efforts, environmental review and permitting, and design and construction engineering for new roadways and sidewalks, rehabilitation or repair of existing roadways and sidewalks, stormwater, and other related improvements.

Our understanding of appropriate design standards and local agency needs, combined with our knowledge of Community Development Block Grant (CDBG) requirements, will enable us to successfully complete this project.

AP's Approach to Customer Service

AP's approach to customer service is centered on the concept of being easy to do business with. Unlike many consultants, we do not "nickel and dime" our clients with postage, copying, clerical, or accounting time. AP's contracts and agreements are concise and developed to be straightforward and fair for both parties. We do not have a rigid corporate structure or volumes of policies and procedure manuals that dictate how we interact with our clients. We have developed a culture within our organization that allows us to quickly make and act on decisions that allow us to better serve our clients.

While the engineering products we produce are high quality, it is our personalized, flexible, dependable, and responsive service that sets AP apart.

AP's Management Approach

AP's management approach is founded on the following key principles. These principles have been refined and developed over our firm's 47-year history and provide the framework for a successful project management approach to delivering projects efficiently and in a cost-effective manner.

Our management philosophy is to help make the project delivery process as smooth and efficient as possible for our clients.

Establish Communication

AP's management plan is centered on our core philosophy of striving to achieve ultimate client satisfaction. We believe this effort begins and ends with communication. To this end, not only are our team leaders qualified to perform the work, they are also excellent communicators. AP has a track record of effectively communicating with highly technical people as well as those who are less interested in the technical details.

Develop Trust

Our project management philosophy includes involving City staff in positive and engaging conversations to develop a level of trust that allows varying perspectives to be heard and considered. When trust is developed in this way, the best alternatives are promoted and brought to the table, projects are completed faster, and a sense of teamwork is created that paves the way for future successful projects.

Be Flexible

We understand that plans are not set in stone. Unforeseen issues can arise that can impact project schedules, budgets, and scopes of work. Our management philosophy involves being flexible and committed to adjusting our approach as needed to meet the goals and desires of our clients.

Limit Surprises

While some projects may involve unforeseen issues, our Project Manager will work to reduce the number of surprises you have to deal with. By holding regular meetings with the project team, our Project Manager will be able to help the project remain on schedule, on budget, and in line with your expectations. Any major or potential deviations will be addressed, mitigated, and communicated to the City in a timely manner.

"Two aspects I really appreciate in AP is their integrity and customer service. It is rare that a project is completed without challenges in design, construction, or interaction with businesses and the general public. When these complications arise, AP teams to resolve them collaboratively with the City. I'm comfortable that AP understands and will hold true to the City's mission, vision and values in their design, and in their interactions with the general public and the contractor. I trust them as ambassadors for the City."

*-Monte Puymon, P.E.
Transportation Engineer
City of Walla Walla, WA*

Ability to Meet Schedules

AP has a long history of meeting or exceeding performance schedules with public and private entities. We utilize modern project reporting tools to ensure work schedules are met. Our quality control procedures require each task to begin with a clear and concise scope that includes a deliverables schedule. Our delivery schedule is then tied to individual tasks and our accounting system to produce real-time reports that show task order progress as compared to our delivery schedule. Project managers are able to quickly make any adjustments necessary to ensure the project is delivered as promised.

Cost Control Experience

We understand the priorities and perspectives of rural Washington's cities and organizations. With our staff's background in and ties to rural communities, AP maintains a high degree of cost sensitivity and knows how to strategize with clients to provide cost-effective and efficient services.

Engineering Budget Control

We understand that we need to meet design budget and quality expectations for the City. It is up to our team to live up to contracted expectations. We believe we do meet and exceed client budget expectations as evidenced by a high rate of repeat business.

AP works closely with clients to establish reasonable engineering budgets. When we commit to a budget and a scope of work in an agreement, we hold to that commitment. The City will see that commitment from our team throughout this contract.

Naturally, if a project scope changes due to unanticipated site circumstances or owner preferences, the original engineering budget may need to be adjusted. We have a relationship with many clients where we know we can offer up appropriate amendments for consideration rather than cutting back on the engineering quality.

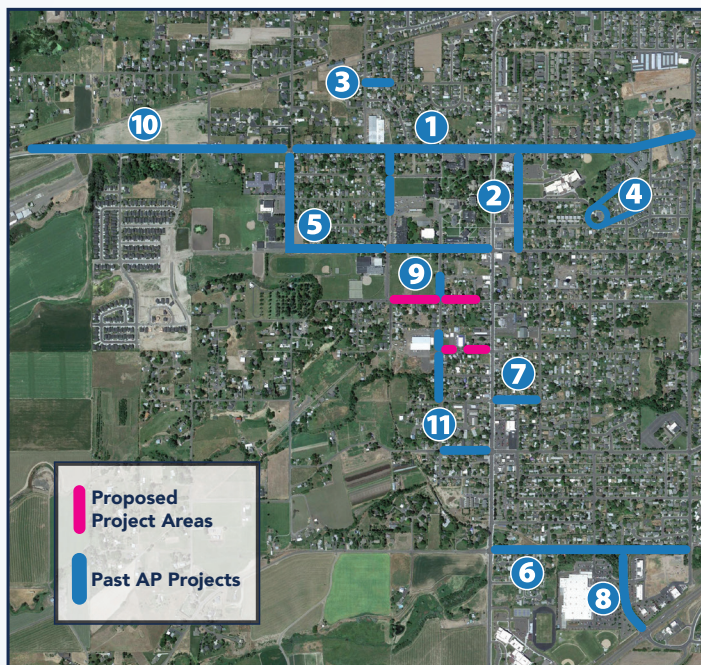
Quality of Work

AP's long list of repeat clients and successful projects completed for eastern Washington communities reflects our successful commitment to delivering quality products. This commitment is a core operating principle of AP and provides the foundation for our quality control plan.

AP has a quality control process that each of our project managers and staff is trained and required to follow. Our management philosophy always includes an assignment of a key staff member not directly involved in the project to complete reviews to ensure you receive a high quality product. Among other things, our quality control plan involves crosschecks and reviews of projects drawings, specifications, and reports. Any questions are noted and resolved before being delivered to clients or agencies.

Local Experience

Over the years AP has worked on a variety of projects within the City of College Place, many involving sidewalks. The map below illustrates a selection of similar projects that AP has completed in the vicinity of the proposed project area.



Adjacent City of College Place AP Projects:

- 1 Whitman Central Corridor
- 2 Ash Avenue Sidewalk
- 3 B Street Reconstruction
- 4 Kiwanis Park
- 5 4th Street/Academy Way
- 6 Lamperti Street Overlay and Sidewalk
- 7 10th Street Improvements
- 8 Meadowbrook Boulevard Overlay and Sidewalk
- 9 4Bikes Project
- 10 Whitman Drive West (WW County)
- 11 2020 CDBG Sidewalk Project

Proposed Consultant Team

Team Organization

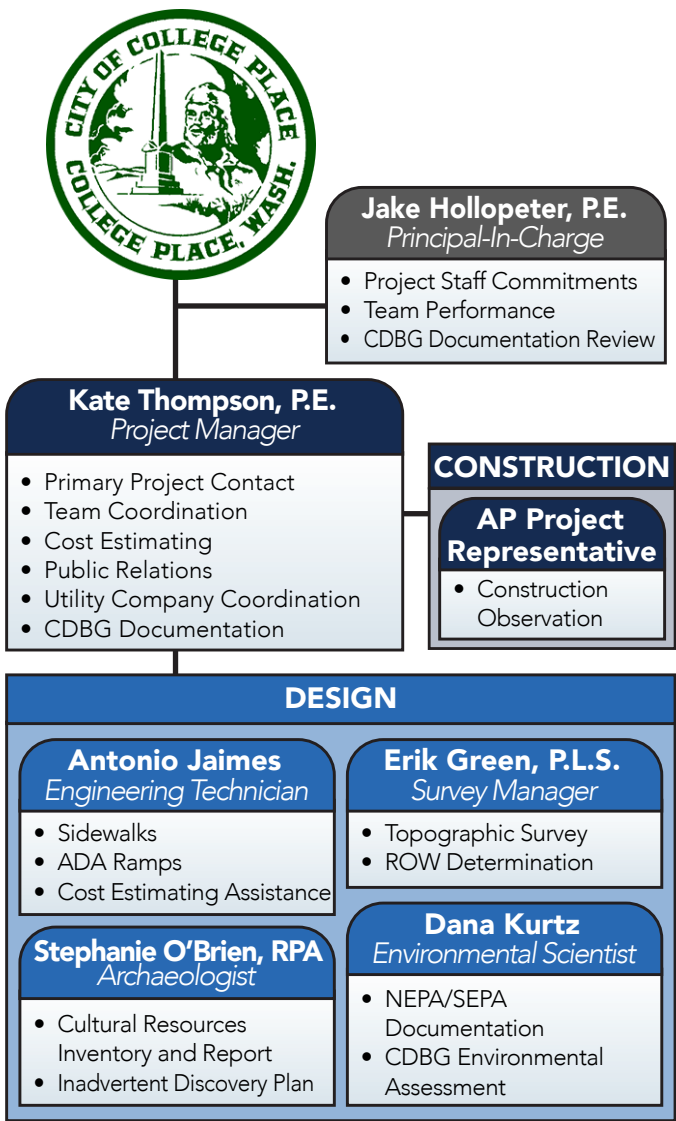
AP offers the City of College Place an experienced and qualified consultant team who have worked with the City on a variety of successful projects in the past. The proposed team members shown are the people who will actually work on your project. Our team has a proven history of working together to successfully deliver projects on time and within budget.

AP has extensive experience designing similar projects and will work hand-in-hand with City staff to complete this project.

Our Team

AP’s design team includes staff for surveying, design, public outreach, environmental permitting functions, cultural resource assessments, and funding agency documentation. Our team is more than qualified to carry out this important infrastructure improvement project for the City. An organizational chart, followed by team member assignments, is presented below. Resumes for key team members are included at the end of this Statement of Qualifications.

Organizational Chart



Additional Staff Resources

Discipline	Staff
Civil Engineers	24
Surveyors	9
Environmental Professionals	3
Engineering Technicians	8
Drafting Technicians	7
Project Representatives	10
GIS Technicians	3
Archaeologists	4
Administration	22
Total	90

As the table above illustrates, AP has a staff of 90 professionals, which includes civil engineers, environmental specialists, land surveyors, engineering technicians, drafting technicians, and other support staff. The firm's strength rests with our experienced senior engineering and surveying staff who are capable of handling complex projects. These senior staff members are supported by a technically qualified staff of engineers, technicians, and surveyors.

Key Team Member Assignments

As the organization chart on the previous page illustrates, Kate Thompson, P.E. will serve as Project Manager for this effort. In selecting a Project Manager, it is important to select an individual who can work well with the City and who is familiar with the type of effort needed for the project. The information below outlines the general experience of Kate and other key staff members who will be assigned to the City's project.

Kate Thompson, P.E. will serve as the Project Manager. Kate will lead the funding agency documentation efforts, coordinate all design activities with project staff, and be the City's principal point of contact with the design team. Kate has 14 years of sidewalk and roadway design experience and is very experienced with Washington State Department of Transportation (WSDOT) design formats.

Jake Hollopeter, P.E. will be the Principal-In-Charge. Jake will manage project staffing commitments and be available to discuss any concerns or sensitive issues with City staff should the need arise. Jake has extensive CDBG program experience and will provide assistance with the CDBG documentation process.

Throughout the process of completing various projects, the staff at Anderson Perry & Associates has always demonstrated a high level of integrity and professionalism. Their project management style distinguishes them as a resource that can be trusted and depended upon with the City of Waitsburg's best interest always foremost.

*-Randy Hinchliffe.
City Administrator
City of Waitsburg, WA*



New Sidewalk on Meadowbrook Blvd, City of College Place, WA; Kate Thompson also served as the Project Manager for this project, as well as the Lamperti Street project located nearby.

Antonio Jaimes will serve as the Engineering Technician, working with Kate to accomplish various design tasks and ensure sufficient project team capacity to complete all project elements. In this role, Antonio will be responsible for designing the sidewalks, ADA ramps, and preparing the specifications and bidding documents.

Stephanie O'Brien, RPA and other archaeological staff will lead all cultural resource investigation efforts. Their efforts will include reviewing available records, evaluating areas of potential effect, consulting with the Washington State Department of Archaeology and Historic Preservation and Tribal interests, and preparing a cultural resource report and Inadvertent Discovery Plan.

Erik Green, P.L.S. will lead topographic survey and mapping efforts needed to collect the remaining survey data. Erik has over 20 years of field and office surveying experience and has completed multiple topographic and feature surveys for the City of College Place.

Dana Kurtz, with the other members of AP's natural resources staff, will complete the necessary National Environmental Policy Act (NEPA)/State Environmental Policy Act (SEPA) documentation, the CDBG Environmental Assessment, and any other environmental functions that may be required. AP's environmental specialists have completed similar environmental review and mitigation activities for several other projects.

Scope of Work and Schedule

Project Understanding

We understand the City of College Place is seeking qualified engineers to prepare plans and specifications for 1,600 linear feet of new 5-foot concrete sidewalk. The City is planning pedestrian improvements to SW 8th Street from Bade Avenue to College Avenue and SW 6th Street between Davis Street and College Avenue, and has received a grant from the CDBG program to complete these improvements. Given our ongoing work with the City of College Place and our understanding of the CDBG funding program, AP is a natural choice to perform this scope of work.

The proposed sidewalk locations fill gaps in the City's existing sidewalk system and will improve pedestrian access to Walla Walla University and College Avenue. AP understands the City wishes to construct the sidewalk within the existing City right-of-way. The design survey will confirm the right-of-way location so that the new sidewalk can be constructed within its limits.

There are also existing franchise utilities within the proposed sidewalk limits. The majority of these utility conflicts are existing power poles located behind the curb and gutter. In most locations it appears that the sidewalk can be wrapped behind the existing



SW 6th Street, Facing East Toward College Avenue, City of College Place, WA

power poles without the need to relocate them. However, there are a few locations where the City may require the relocation of power poles. A key location that will require the relocation of a power pole is the corner of Bade Avenue and 6th Street. AP will work any other potential pole relocations early in the design and coordinate with City staff and local utility companies to develop an acceptable solution. This will allow for any necessary utility relocations to occur before the start of construction.

There are several properties on 6th and 8th Streets that have landscaping and fencing that will be impacted by the new sidewalks. AP will identify these existing items that are in conflict with the new sidewalk. Then AP will determine the best way to remediate these conflicts through relocation and replacement.

Project Approach

AP has designed many CDBG-funded projects, and we are very familiar with the environmental permitting requirements. AP will work with City staff to ensure all documentation required to complete the CDBG Environmental Assessment is completed in a timely manner. Depending on the elements required, this is a critical item for the overall project schedule.



Corner of SW Bade Avenue and SW 8th Street, Facing West, City of College Place, WA

Pre-construction services are anticipated to include surveying, design, coordinating utility relocation, and completion of the CDBG required environmental and archaeological documentation.

If selected, AP will begin preliminary activities as soon as possible. Initial efforts will focus on completing the design survey and confirming the right-of-way locations. The next steps would involve ensuring that the environmental assessment is moving ahead. These items are critical to meet the proposed project schedule. AP recommends scheduling the tasks so that the design is complete and the project is ready to advertise in December 2022 for early spring 2023 construction. This would allow sufficient time to complete the required environmental documentation and enable the project to bid at a time when lower construction costs are anticipated. Following the proposed preliminary schedule would meet this timeframe.

If selected, we will work with City staff during each key decision point during the design to ensure that we develop a project you are satisfied with.

AP staff is available to assist with funding agency paperwork throughout the project and to provide oversight during the construction of the designed improvements. Our objective is to work with you every step of the way to ensure a successful project for the City.



Conflicting Power Pole on the Corner of SW 6th Street and Bade Avenue, City of College Place, WA

Preliminary Project Schedule

	2022												2023			
Project Tasks	Feb	Mar	Apr	May	Jun	July	Aug	Sep	Oct	Nov	Dec	Jan	Award of Construction Contract: February 2023	Construction: April 2023 to August 2023		
Engineer Selection																
Agreement Approval by Council																
Site Survey																
30 Percent Design and Define Right-of-Way and Easement Needs																
Prepare and Submit Environmental Documentation																
Dry Utility Relocation Coordination																
95 Percent Design																
95 Percent Design Review																
100 Percent Design																
Authorize/Advertise for Bids																
Open Bids																



AP-Designed Sidewalk and Cycle Track - 4th Street and Academy Way, City of College Place, WA

Relevant Experience

Similar Projects

A key factor in evaluating an engineering firm's ability to provide services in an efficient manner is to look at the firm's past performance on similar work. AP has performed several similar projects that include sidewalk improvements, and the following project examples demonstrate AP's expertise with this type of work.

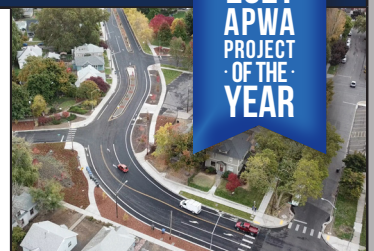
South 3rd Street Sidewalk | City of Dayton, WA

The City of Dayton hired AP to provide design, environmental, and surveying services for the construction of new sidewalk on South 3rd Street from Clay Street to School Bus Street. The sidewalk improvements included the installation of new curb and gutter as well as Americans with Disabilities Act (ADA) ramps. AP provided the City with plans and specifications for the design, an engineer's estimate, and complete bid documents for the project; prepared a SEPA checklist; and provided construction administration services to meet Federal Highway Administration requirements.



Isaacs Avenue Reconstruction | City of Walla Walla, WA

The Isaacs Avenue corridor had significant safety issues with numerous commercial driveways, narrow sidewalks, and lack of bicycle lanes. AP designed improvements to modify the existing four-lane cross section to two travel lanes with a center turn lane and bicycle lanes. The project also reconstructed sidewalks to be 6 feet wide where needed, updated all pedestrian facilities (sidewalks, driveways, and ramps) to meet ADA requirements, relocated sidewalk obstructions where possible, and installed enhanced pedestrian crossings at multiple intersections.



**WSDOT and TIB
Funding**

Main Street Sidewalk Replacement | Town of Mansfield, WA

AP assisted the Town of Mansfield in securing Washington State Transportation Improvement Board (TIB) funding to design sidewalk improvements on Main Street between Railroad Avenue and 3rd Avenue and along State Route 172 in front of Mansfield School. Improvements include ADA compliant sidewalks, curb ramps, and driveways along with new flashing school zone beacons, new crosswalk striping, and repair of street lighting conduits between 2nd Avenue and 3rd Avenue. AP provided surveying, design, bidding assistance, and coordination with WSDOT.



TIB Funding

4th Street/Academy Way | City of College Place, WA

Southwest 4th Street was in poor condition and lacked pedestrian facilities from Academy Way to Davis Avenue. The south side of the roadway borders the athletic facilities for Walla Walla University. Academy Way, which borders Rogers Adventist School and Walla Walla Valley Academy, was also in need of repairs and was missing portions of sidewalk. Heavily attended athletic and educational events placed pedestrians next to vehicular traffic. New ADA compliant curb, gutter, and sidewalk were constructed, along with the Walla Walla Valley's first cycle track, augmenting current bicycle route connectivity.

**TIB Funding****Whitman Drive West | Walla Walla County, WA**

Walla Walla County received funding from the WSDOT Local Programs Pedestrian and Bicycle Safety Program to construct 2.13 miles of dedicated bicycle lanes along Whitman Drive between the City of College Place city limits and the Whitman Mission. The project consisted of constructing a 12-foot wide separated concrete pathway that parallels Whitman Drive, along with widening and an overlay of Whitman Drive along the full length. The County teamed with AP to design the improvements, complete a cultural resource inventory, obtain necessary right-of-way, and assist with the construction engineering.

**WSDOT Funding****East Birch Street Reconstruction | City of Connell, WA**

The City of Connell hired AP to provide surveying, design, and construction administration services for the reconstruction of East Birch Street. The pavement was reconstructed with cement-treated base to address numerous surface failures and correct drainage issues within the existing roadway profile. New curb and gutter, sidewalk, and storm drainage were installed. These improvements addressed safety and accessibility concerns caused by the existing sidewalks, which were narrow, intermittent, and at street grade in many locations. The new sidewalks also included ADA compliant ramps and filled gaps in the existing sidewalk.

**TIB Funding****Main Street Sidewalks | Town of Washtucna, WA**

This project included the reconstruction of sidewalks, driveways, curbs and gutters, ADA ramps, and other pedestrian features on Main Street in downtown Washtucna. The sidewalks in this area were not ADA compliant and were in extremely poor condition. The sidewalks had been further compromised by a recent water service replacement project creating numerous tripping hazards. AP provided design engineering, surveying, permitting, and construction administration services for this project. All improvements were designed to WSDOT Local Agency Guidelines.

**TIB Funding**

Other In-House Services



Spokane Street Bridge Replacement, City of Walla Walla, WA

Construction Management/ Administration

A high quality, clear, and concise design does not guarantee that a project will be built correctly. The reality of infrastructure projects is that competent construction administration is the key to ensuring that an excellent design becomes an excellently constructed product.

AP's staff is regularly involved in construction inspection and administration, including on-site construction observation and documentation. Engineers, construction administration technicians, and on-site project representatives have an established knowledge of construction phase procedures, environmental and permit requirements, and construction documentation requirements.

Our construction administration services include:

- Project advertisement, bidding, award, contract development, and management
- Contractor qualification review
- Budget, schedule, and pay request tracking
- Construction management and observation
- Project punch list, closeout, and final acceptance

Cultural Resources Management & Compliance

- Archaeological inventory surveys and testing
- Assessments and evaluations for National Register eligibility
- Archaeological monitoring of construction activities
- Laboratory processing, data analysis, and curation
- Mitigation plans (data recovery, inadvertent discovery plan, monitoring, preservation)
- Archival and historical research, literature reviews
- Section 106 compliance studies
- Washington SEPA Environmental Checklist (Question 13)
- GIS mapping
- Tribal consultation



AP Cultural Resources Staff in the Field





Funding Experience

CDBG Funding Program Experience

The ability of your engineering consultant to assist in administering federal and state funding for planning, design, and construction is critical. AP offers a staff of engineers and technicians who have assisted cities in securing and utilizing millions of dollars in funding over the last 10 years.

During the 47 years that AP has served the communities of eastern Washington, we have worked on hundreds of infrastructure system planning, design, and construction projects, many of which have been funded in whole or in part by the CDBG program.

The CDBG funding program has several requirements as a condition of receipt and use of funding. Potential missteps with the use of CDBG funds can result in additional expenses or, in extreme cases, the City losing its funding.

The AP team is very familiar with CDBG and other funding agency standards. The City can be confident in AP's abilities to help them navigate these requirements.

Our funding assistance services include:

- Funding source identification and development
- Grant/loan applications and environmental reports
- Utility rate studies
- Established relationships with funding and regulatory agencies
- Public meetings

AP regularly works closely with funding agencies, helping clients through the funding process from application to award and use of funds. Our relationship with these agencies gives our clients an inside track to multiple avenues of funding.

AP is familiar with many funding programs for city projects, including:

- USDA **Rural Development** Grant/Loan Program
- Washington State Department of Commerce **Public Works Trust Fund**
- Washington State Department of Health (DOH) **Drinking Water State Revolving Fund**
- Washington State Department of Ecology (Ecology) **State Revolving Fund**
- Washington State Department of Commerce **Community Development Block Grant (CDBG)**
- Washington State **Transportation Improvement Board (TIB)**
- Washington State Department of Transportation's **Highway Safety Improvement Program, Safe Routes to School, Bicycle and Pedestrian Improvements, etc.**





Road Construction for the Port of Walla Walla Near Burbank, WA

Additional Client References

The following are client references who can attest to the quality of AP's work, dedication to long-term relationships, and history of keeping commitments. We encourage you to contact these people to verify the information included in this proposal.

Hallie Tuck

Public Works Director
City of Connell, WA
P.O. Box 1200
Connell, WA 99326
(509) 234-6431
htuck@connellwa.org

Pat Munyan

Public Works Director/City Administrator
City of White Salmon, WA
P.O. Box 2139
White Salmon, WA 98672
(509) 493-1133
PatM@ci.white-salmon.wa.us

Zac Weatherford

Mayor
City of Dayton, WA
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Monte Puymon, P.E.

Transportation Engineer
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Randy Hinchliffe

City Administrator
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Waitsburg, WA 99361
(509) 337-6371
administrator@cityofwaitsburg.com

Pat Reay

Executive Director
Port of Walla Walla, WA
310 'A' Street
Walla Walla, WA 99362
(509) 525-3100
pr@portwallawalla.com

"Anderson Perry & Associates, Inc. have done nothing but outstanding engineering work and services for the City of Dayton for well over 20 years. I have been involved with city government as either a council member or the Mayor for the past four years and their customer service and attention to detail has been outstanding. You know you will always receive an excellent product from AP regardless of which service you contract for. I highly recommend AP for any and all engineering services that you may need."

*–Zac Weatherford,
Mayor, City of Dayton, WA*



Appendix A: Resumes

Kate Thompson, P.E.

Kate is a Project Engineer in Anderson Perry & Associates, Inc.'s Walla Walla office. She has served as a Design Engineer and Project Manager on a variety of projects, including full roadway reconstruction, roadway overlays, pedestrian improvements, water line extensions, sewer main extensions, and storm drainage facility design. Kate is also involved in construction administration.

PROJECT EXPERIENCE

2020 Sidewalks - City of College Place, WA

As Project Manager, provided design and construction engineering services for new sidewalks, retaining walls, curb and gutter, ADA compliant features, and associated improvements. Also provided quality assurance/quality control (QA/QC) review, bidding and award phase services, construction administration and observation, and project documentation.

4Bikes Project - City of College Place, WA

As Project Manager, provided design and ongoing construction engineering services for the construction of new curb and gutter, sidewalk, pedestrian lights, and travel lane reconfiguration to accommodate a new cycle track. The project is intended augment existing multi-modal transportation options by extending the existing cycle track on 4th Street to College Avenue.

Lamperti Street Overlay and Sidewalk Project - City of College Place, WA

As Project Manager, provided engineering design services for roadway and pedestrian improvements on Lamperti Street from College Avenue to Larch Street in College Place, WA. Efforts included design of roadway improvements, including spot repairs and a complete overlay, along with sidewalk and ramp improvements to meet ADA requirements. All improvements were designed to the standards of TIB and WSDOT Local Agency Guidelines.

Meadowbrook Boulevard Overlay & Sidewalk Project - City of College Place, WA

As Project Manager, designed and provided construction administration and bidding assistance for roadway and sidewalk improvements on Meadowbrook Boulevard between Lamperti Street and State Route 125. The project included design of roadway improvements, including spot repairs and a complete overlay, along with sidewalk and ramp improvements to meet ADA requirements.

4th Street/Academy Way (West Side School District Bicycle and Sidewalk Improvements) - City of College Place, WA

Kate completed the pavement striping design for the new cycle track. She then was the lead Construction Administrator during construction, completing all submittal reviews, pay estimates, and completing all necessary project documentation.



EDUCATION

M.S., Engineering and Technology Management, Washington State University, 2013

Project Management Certificate, Washington State University, 2013

B.S., Civil Engineering, University of Wyoming, 2008

PROFESSIONAL REGISTRATION

Professional Engineer – Washington, Oregon

AFFILIATIONS

American Society of Civil Engineers



Jake Hollopeter, P.E.

Jake Hollopeter is a Senior Project Manager and Vice President at Anderson Perry & Associates, Inc., where he primarily provides senior level management and oversight and performs quality control reviews of projects. Jake has over 25 years of experience obtaining funding, coordinating with regulatory agencies, and providing planning, design, and construction engineering in support of municipal water and wastewater projects.

PROJECT EXPERIENCE

Isaacs Avenue Reconstruction (Rose Street to Wilbur Avenue) - City of Walla Walla, WA

Designed improvements to this primary arterial roadway to modify the existing four-lane cross section to two travel lanes with a center turn lane and bike lanes. Jake served as Principal-In-Charge for this \$15 million project that included replacing water and sewer utilities, reconstructing roadways, upgrading storm drainage, and making intersections ADA compliant. Additionally, the project includes signal upgrades at the Clinton Street, Roosevelt Street, and Wilbur Avenue intersections.

Main Street Sidewalk Replacement - Town of Mansfield, WA

As Project Manager, provided funding assistance, design engineering services, complete bid documents, and bidding assistance for improvements to pedestrian facilities. Improvements include ADA compliant sidewalks, curb ramps, and driveways along with new flashing school zone beacons, new crosswalk striping, repair of street lighting conduits, and other related facilities.

Camelia Street Reconstruction - Royal City, WA

Served as Principal-In-Charge for this project that designed street improvements to Royal City's primary downtown corridor, including replacing curb and gutter, reducing the roadway width, overlaying existing asphalt, and installing new sidewalks and streetlight foundations.

4th Street/Academy Way - City of College Place, WA

Served as Principal-In-Charge for this project that designed improvements to reconstruct Academy Way and Southwest 4th Street. The project included new curb and gutter, sidewalk, and ADA ramps, bicycle lanes, and stormwater facilities.

Alder Street IRRP Project - City of Walla Walla, WA

Provided design services to restore the pavement surface with a complete reconstruction of the travel lanes, bicycle lanes, and parking areas. Aging utilities were replaced, and stormwater facilities were updated. Each intersection was reconstructed with new curb, gutter, sidewalk, sidewalk ramps, and bulb outs at key locations.



EDUCATION

M.S., Civil Engineering,
Iowa State University, 1993

B.S., Civil Engineering,
Seattle University, 1991

PROFESSIONAL REGISTRATION

Professional Engineer -
Washington, Oregon,
Idaho

AFFILIATIONS

American Society of Civil
Engineers

Water Environment
Federation

Exchange Club



Antonio Jaimes

Antonio began work at AP as an engineering technician in 2020. Antonio attended the Oregon Institute of Technology where he received a B.S. in Civil Engineering. His experience includes surveying, utility/site design, and on-site construction inspection. At AP, Antonio is currently assisting project engineers with on-site field representation and inspection work.

PROJECT EXPERIENCE

Road 68 Widening (South of I-182) - City of Pasco, WA

Antonio provided construction inspection, completing all necessary wage rate interviews, tracking quantities, and providing quality assurance.

Isaacs Avenue Reconstruction (Rose Street to Wilbur Avenue) - City of Walla Walla, WA

Assisted with construction inspection for this \$15 million roadway reconstruction project, which included replacing water and sewer utilities, reconstructing roadways, upgrading storm drainage, and making intersections ADA compliant.

Main Street Sidewalk Replacement - Town of Mansfield, WA

Provided on site construction administration, project observation, and other related services during the construction of sidewalk improvements. Efforts include meeting with contractors, general engineering reviews of the contractor's work, and coordination with other agencies throughout the project.

Lamperti Street Overlay and Sidewalk Project - City of College Place, WA

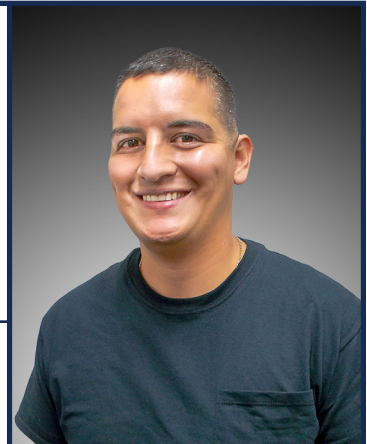
Provided engineering design services for roadway and pedestrian improvements on Lamperti Street from College Avenue to Larch Street in College Place, WA. Efforts included design of roadway improvements, including spot repairs and a complete overlay, along with sidewalk and ramp improvements to meet ADA requirements. All improvements were designed to the standards of TIB and WSDOT Local Agency Guidelines.

HB2017 Street Improvements Project - City of Milton-Freewater, OR

Provided on-site construction engineering services, including project management and coordination, submittal review, on-site construction observation, and project closeout paperwork.

2020 Sidewalks - City of College Place, WA

Provided design and construction engineering services for new sidewalks, retaining walls, curb and gutter, ADA compliant features, and associated improvements. Also provided QA/QC review, bidding and award phase services, construction administration and observation, and project documentation.



EDUCATION

B.S., Civil Engineering,
Oregon Institute of
Technology, 2013



Erik Green, P.L.S.

Erik Green is a Professional Land Surveyor with AP. He is the Survey Manager in our Walla Walla office. Erik oversees survey crews and coordinates work schedules with engineering personnel. Erik has over two decades of field and office surveying experience.

PROJECT EXPERIENCE

Road 68 Widening (South of I-182) - City of Pasco, WA

As Survey Manager, oversaw topographic surveying for the City of Pasco, including records research, placement of survey control, rights-of-way retracement, and production of a design survey base map containing adequate data to prepare a topographic model for use in road and utility design.

Citywide Pedestrian Safety Treatments - HW Lochner

As Survey Manager, oversaw surveying services for the City of Walla Walla's Citywide Pedestrian Safety improvements, including performing topographic surveying at each of the seven intersections involved, researching City of Walla Walla Control Points, establishing topographic control points and ties to property corners, researching property ownership in the project area, and preparing notification letters to property owners/securing rights-of-way as needed.

HB2017 Street Improvements Project - City of Milton-Freewater, OR

As Survey Manager, oversaw topographic surveying for pedestrian and roadway improvements to four project sites in Milton-Freewater, Oregon, including collecting topographic data for manmade and natural features within the project site using total station methods and global positioning system (GPS) methods.

Alder Street Traffic Signal Replacement and Alder Street Improvements - City of Walla Walla, WA

Provided full topographic design survey needed to develop plans to reconstruct the intersections at Alder Street and Colville Street, as well as Alder Street and 1st Avenue in the City of Walla Walla and replace the existing traffic signals. Erik and his crew also performed construction staking for the construction contractor.

Bridge Street Safe Route to School - City of Walla Walla, WA

Design survey for sidewalk improvements along Bridge Street from Pleasant Street to two local schools. Erik worked directly with City of Walla Walla design staff to complete pre-design survey requirements. Erik and his crew also performed construction staking for the construction contractor.



EDUCATION

A.A.S., Surveying
Engineering Technology,
State University of
New York at Alfred, 1993

PROFESSIONAL REGISTRATION

Professional Land
Surveyor – Washington,
Oregon, Montana,
Idaho, Arizona,
South Dakota

AFFILIATIONS

Land Surveyors'
Association of Washington
National Society of
Professional Land
Surveyors



Stephanie O'Brien, RPA

Stephanie O'Brien is a principal investigator for archaeological survey, testing, excavation, and monitoring projects in compliance with National Environmental Policy Act and National Historic Preservation Act (Section 106) standards. She coordinates with federal and state agencies to conduct public scoping and execution of archaeological projects. Stephanie has 14 years of experience in the field of archaeology including fieldwork, cultural resources technical report writing, project management, lab management, artifact analysis and curation, and museum archive and museum education work. Stephanie has worked for the federal government (both as an archaeological technician and as an independent contractor), private cultural resources management companies, and a federally recognized Native American tribe. Stephanie specializes in historic archaeology and has substantial experience recording a variety of historic sites, determining NRHP eligibility, and analyzing historic artifacts.

PROJECT EXPERIENCE

2020 Sidewalks - City of College Place, WA

To help comply with CDBG funding requirements, AP archaeologists prepared an EZ1 form for tribal consultation, assisted with SEPA and NEPA documentation, and prepared a Cultural Resources Report and Inadvertent Discovery Plan for approval by the Washington State Department of Archaeology and Historic Preservation (DAHP). AP also conducted a cultural resource survey at the request of the Confederated Tribes of the Umatilla Indian Reservation (CTUIR), and coordinated efforts throughout the project with CTUIR staff.

Walla Walla Community College New Science and Technology Building - ALSC Architects

Gathered and reviewed available site and survey archaeological and historic data, executed an intensive pedestrian survey of the project area, excavated shovel test probes, and prepared a Cultural Resource Inventory Report to meet DAHP standards.

East Birch Street Reconstruction - City of Connell, WA

Completed a cultural resource investigation to comply with state funding requirements, including Governor's Executive Order 21-02 (GEO 21-02). Efforts include performing subsurface testing through the use of shovel test probes and preparation of an Inadvertent Discovery Plan.

Isaacs Avenue Reconstruction - City of Walla Walla, WA

Conducted consultation with tribes and state agencies to draft research design to address sensitive cultural resources in the project area. Completed a cultural resources survey, testing, and report to comply with GEO 21-02 (formerly GEO 05-05) requirements.



EDUCATION

M.A., Social Sciences, Emphasis in Archaeology/Anthropology, University of Chicago

B.A., Anthropology and Literature, University of California Santa Cruz

PROFESSIONAL REGISTRATION

Registered Professional Archaeologist

WASHINGTON STATE EXPERIENCE

- Acted as principal investigator on numerous civil engineering and engineering projects in eastern Washington
- Worked with the Confederated Tribes of the Colville Reservation, the Confederated Tribes and Bands of the Yakama Nation, the CTUIR, the Nez Perce Tribe, the Spokane Tribe of Indians, and the Confederated Tribes of the Warm Springs, to address cultural resource concerns on Governor's Executive Order 21-02 and Section 106 projects in Washington

Dana Kurtz

Dana Kurtz is an Environmental Scientist with over 8 years of experience in environmental consulting and research. Dana helps see projects through local, state, and federal permitting requirements including the National and State Environmental Policy Acts (NEPA/SEPA). Dana's environmental compliance experience includes NEPA/SEPA; Endangered Species Act Section 7 consultation; Clean Water Act Section 10 and 404 permitting; Hydraulic Project Approvals (HPA), Joint Aquatic Resource Permit Applications (JARPA), shoreline permits, public meeting facilitation; National Historic Preservation Act Section 106 consultation; and state and federal environmental reviews.

Dana's experience managing and implementing environmental studies includes remedial investigation and 404 permit required sediment sampling; noise evaluations; wind directional analysis; ambient air sampling; surface and groundwater sampling and monitoring; vegetation and habitat surveys; wetland and stream delineations; benthic macroinvertebrate collection; fish surveys and salvage; environmental compliance monitoring, and Phase 1 Environmental Site Assessments. Dana also assists with Biological Assessments, wetland delineations, and fish salvage projects.

PROJECT EXPERIENCE

Isaacs Avenue Reconstruction (Rose Street to Wilbur Avenue) - City of Walla Walla, WA

Conducted a site visit and performed a WSDOT Hazardous Materials Corridor Assessment review to identify potential sources of contamination and other environmental concerns within the limits of the roadway improvements.

20th Street Reconstruction - City of La Grande, OR

Conducted a site visit and performed an Oregon Department of Transportation (ODOT) Level 1 Hazardous Materials Corridor Assessment review to identify potential sources of contamination and other environmental concerns within the limits of the roadway improvements.

Spring Creek to Riverside Park Bicycle/Pedestrian Plan - ODOT - Region 5

Drafted a Cursory Environmental Assessment Memo to identify the existing environmental and cultural resource conditions and evaluate the possible constraints associated with the potential alignments for a 12-mile bicycle and pedestrian path starting at Riverside Park in La Grande, Oregon, and extending west to Hilgard and then to Spring Creek. Included a hazardous materials analysis of the proposed project pathway.



EDUCATION

B.A., Cum Laude,
Environmental Studies,
University of Washington,
2009

Masters of Business
Administration, Eastern
Oregon University, 2015

CERTIFICATIONS

Hazardous Material
Response-Awareness
Level, 2012

NAUI and AAUS scientific
diver (100-hour course),
2010

Divers Alert Network
Oxygen Administration,
2010

TRAINING

Collaborative Training,
Portland State University,
National Policy Consensus
Center, 2016

Northeast Oregon
Planners Meeting (National
Flood Insurance Program
Training and Planning
Commissioner Training),
2015

An Introduction to the
Section 106 Process,
Society of American
Archaeology, 2015

U.S. Army Corps of
Engineers Wetland
Delineation/Regional
Supplement Training
(38-hour course), 2012

PROFESSIONAL SERVICES SOLICITATION

Request for Statement of Qualification (RSQ)

First Publication

City of College Place, Washington

Request for Qualification Data to

Furnish Final Engineering Services for 1,600 linear foot of five-foot new concrete sidewalk.

The city of College Place, Washington is requesting qualified engineers to submit statements of qualification to perform a scope of work that includes final engineering plans on 1,600 linear feet of five-foot wide new concrete sidewalk on city-owned right-of-way in the central core of the community (project site maps are available at City Hall (625 S. College Avenue, College Place, 99324 or upon request from Mike Rizzitiello – City Administrator via Email at: mrizzitiello@cpwa.us). Scope of work also needs to include preparation of an inadvertent discovery plan for archaeological finds and prepare construction crews for the possibility of encountering prehistoric and/or historic archaeological materials during ground disturbing activities. Also, conduct a consultation with NOAA Fisheries to address ESA. The project budget, including construction, is approximately \$341,184 with plans and specifications must be complete by Friday, January 28th, 2022, at 4PM PST. For more information about the project, contact: Mr. Michael Rizzitiello, City Administrator, Phone (509)-394-8506/Email: mrizzitiello@cpwa.us.

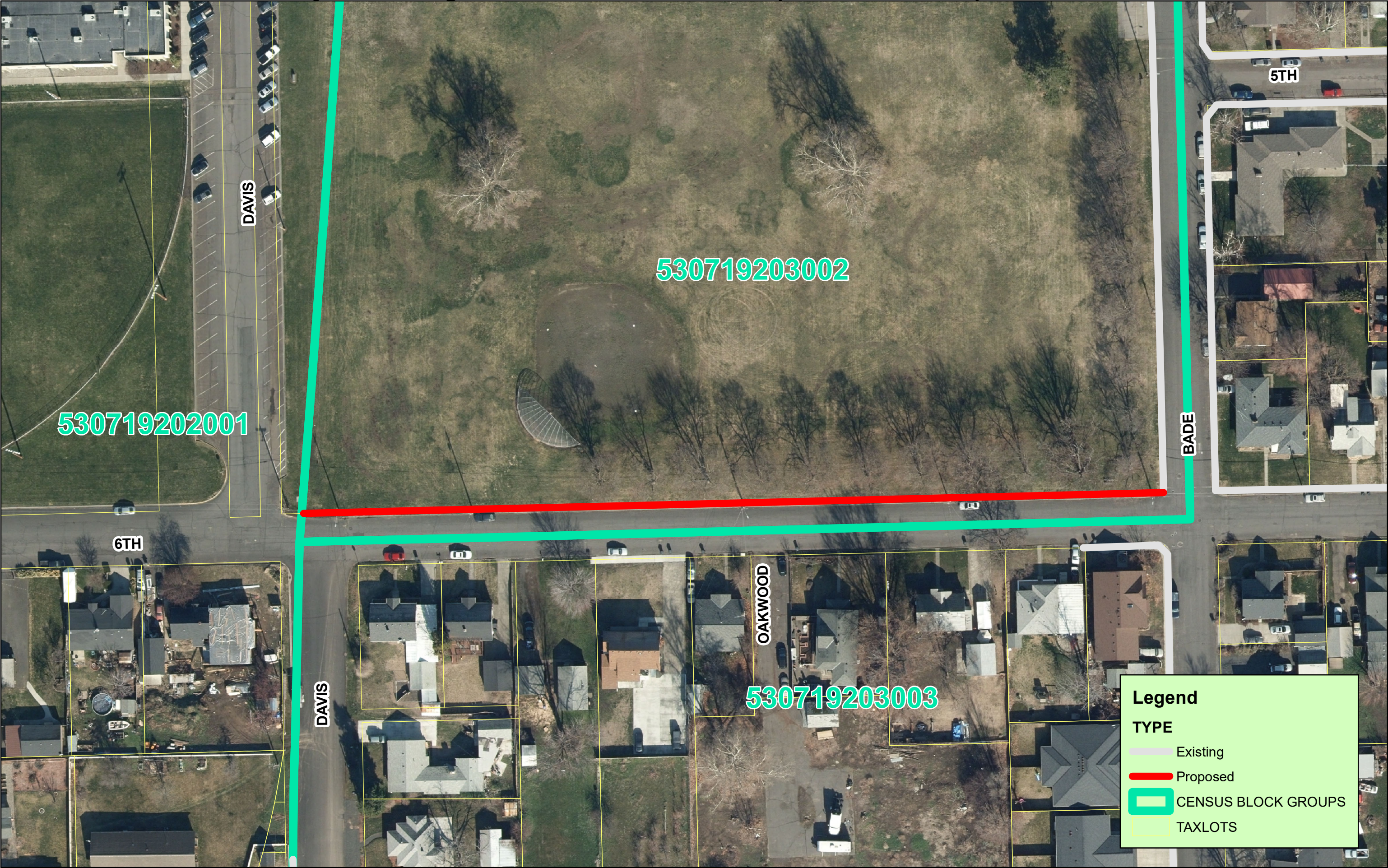
One or more firms will be selected for an interview based upon the following criteria categories, weighted as indicated: Amount of specialized experience in type of work required (15); Availability and capacity of the firm to accomplish the work in the required time frame (15); Qualifications of personnel that will actually be working on the project (15); Firm's past experience with federally funded projects, especially CDBG projects (20); Geographical proximity of the firm to the project location (15); Professional reputation and references (20).

Firms desiring consideration shall submit a complete qualification package and any other pertinent data to further assist the selection committee in evaluating the firm's qualification to: Mr. Michael Rizzitiello, City Administrator, Phone (509)-394-8506/Email: mrizzitiello@cpwa.us. Qualification packages should be submitted to arrive no later than **4:00 PM on Friday, January 28th, 2022**. The most highly rated firm will be selected for an interview and negotiation of the professional service contract.

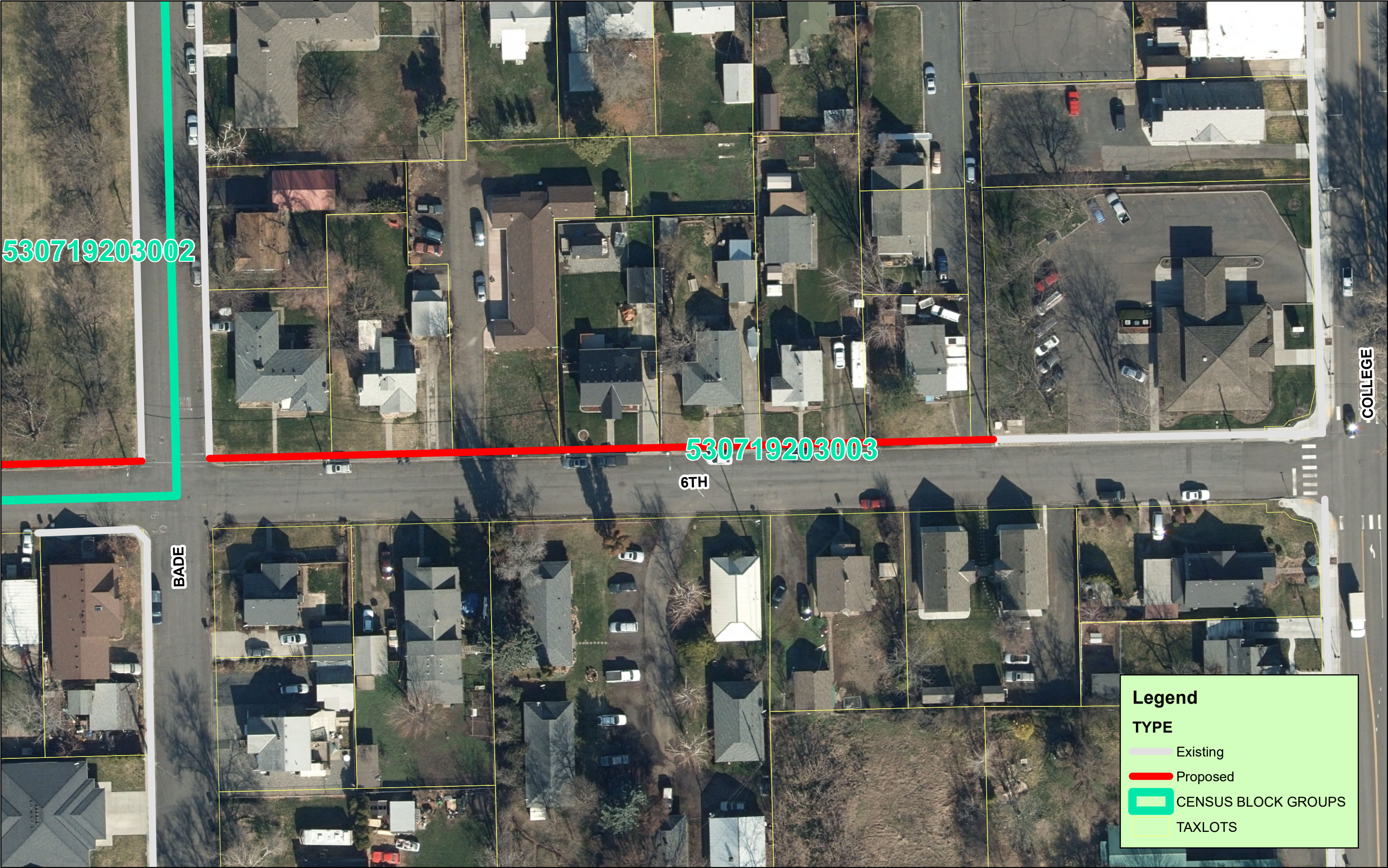
The project is funded through the Washington State Community Development Block Grant program with federal funds provided by the U.S. Department of Housing and Urban Development. As a result, cost plus percentage of construction cost contracts will not be allowed and a number of state and federal equal opportunity and affirmative action requirements will apply to the selection process and conduct of the project.

The city of College Place is an equal opportunity and affirmative action employer. Minority- and women-owned firms are encouraged to submit proposals.

City of College Place: SW 6th Street (Bade to Davis)



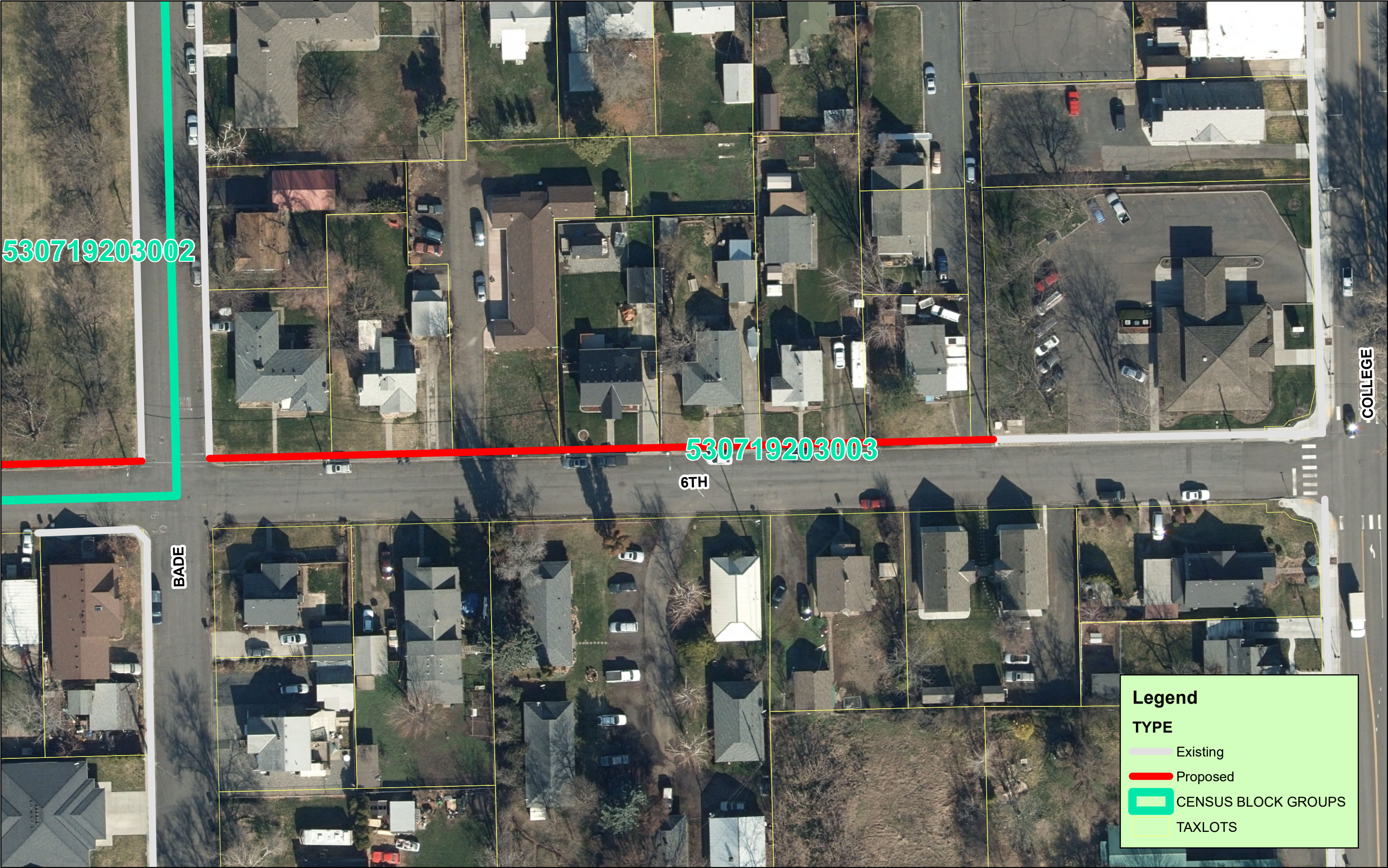
City of College Place: SW 6th Street (Bade to College Ave)



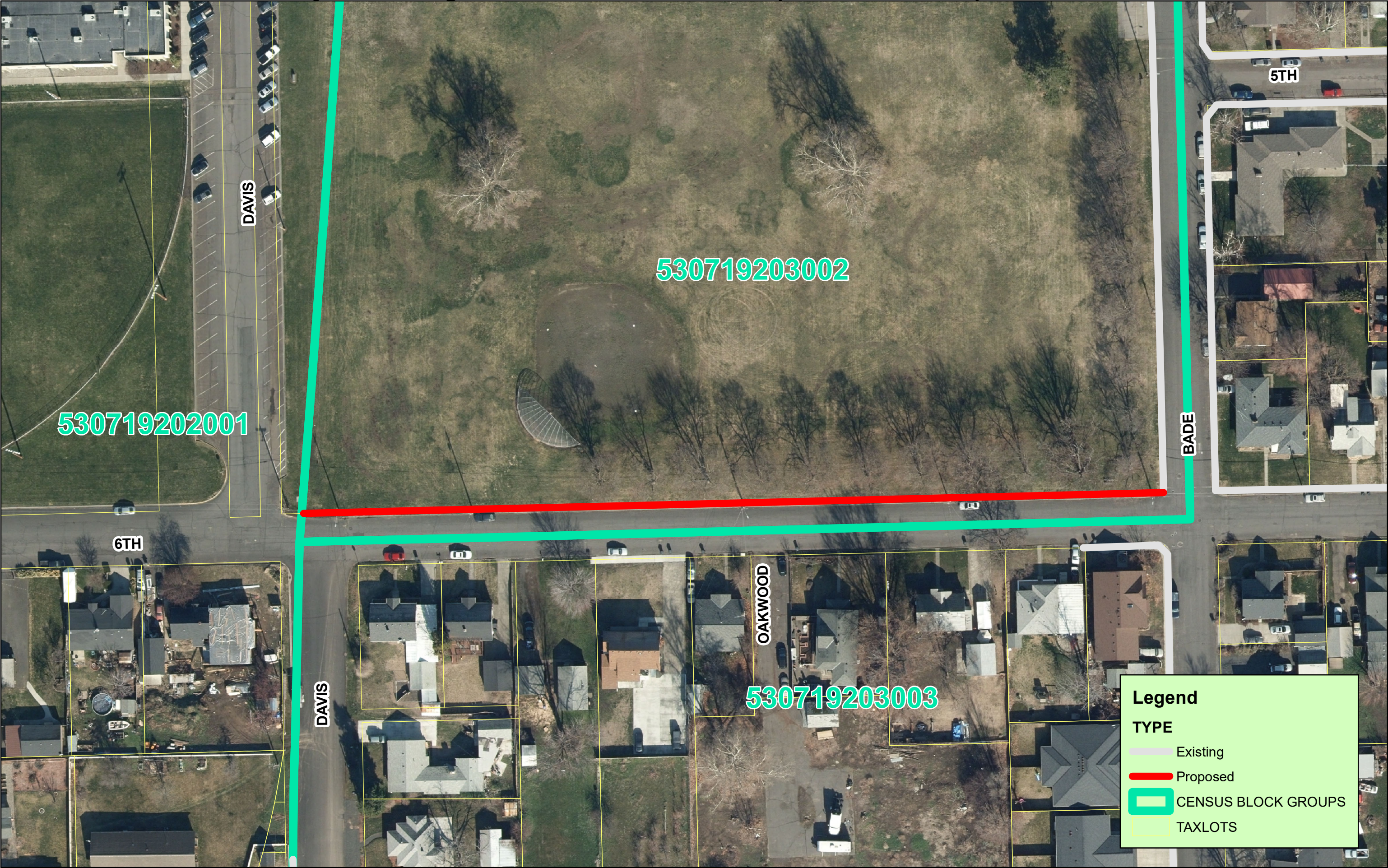
City of College Place: SW 8th Street (Bade to College Ave)



City of College Place: SW 6th Street (Bade to College Ave)



City of College Place: SW 6th Street (Bade to Davis)



City of College Place: SW 8th Street (Bade to College Ave)



530719203003

8TH

BADE

COLLEGE

Legend

TYPE

- Existing
- Proposed
- CENSUS BLOCK GROUPS
- TAXLOTS

City of College Place, Washington
RESOLUTION NO. 22-021

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE, WASHINGTON REGARDING AUTHORIZING CITY ADMINISTRATOR TO WORK WITH ARTWALLA & PARTNERS ON FORMATION OF THE WALLA WALLA VALLEY CREATIVE DISTRICT.

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

Whereas, RCW 43.46.105 authorizes local governments to designate a Creative District within its territorial boundaries, subject to certification by the Washington State Arts Commission; and

Whereas, a Creative District is geographically defined area where art, culture, social, and economic activity takes place and where cultural facilities, creative industries, and arts-related businesses are a vibrant hub for the community; and

Whereas, the benefits of a state-certified Creative District include; promoting the City and Greater Walla Walla Valley's unique identity and values; increasing tourism; growing creative industry jobs and career opportunities; being able to pursue grant opportunities related to the creative industry; preserving and improving historic community assets; and enhancing the City's livability; and

Whereas, the City's Cultural & Business District, Downtown Walla Walla, and surrounding areas contain a strong concentration of the Walla Walla Valley's cultural assets, businesses and activities; and

Whereas, the Washington State Certified Creative District Program aligns with the goals of the City's Economic Development Element of the Comprehensive Plan;

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

Section 1. Creative District Boundaries. That the area shown on the attached Exhibit A, which encompasses the City of College Place & City of Walla Walla's Cultural and Business District and surrounding areas, is hereby designated as the Walla Walla Valley Creative District, subject to the certification by the Washington State Arts Commission.

Section 2. Creative District Application. That the Administration is authorized to partner with the City of Walla Walla, Downtown Walla Walla Foundation, ArtWalla, and other partners

to petition the Washington State Arts Commission for certification of the Creative District and to execute on behalf of the City of College Place any documents necessary for state certification of the Creative District.

Section 3. Creative District Promotion. That the Creative District shall promote the exploration of and participation in the creative economy and arts and cultural experiences unique to the Walla Walla Valley (comprising College Place & Walla Walla) community and that business and property owners within the Creative District are encouraged to involve themselves and participate in the full development of the Creative District.

Section 4. Creative District Participation. That administration is authorized to direct staff to actively support and cooperate with the Creative District Steering Committee to develop, maintain, and encourage the economic and arts and culture activities in the Creative District.

Section 5. Clerical Corrections. The City Clerk is authorized to make necessary clerical corrections to this resolution including, but not limited to, the correction of scrivener's/clerical errors, references, resolution numbering, section/subsection numbers and any references thereto.

Section 6. Effective Date. This resolution shall take effect and be in full force upon its passage as provided by law.

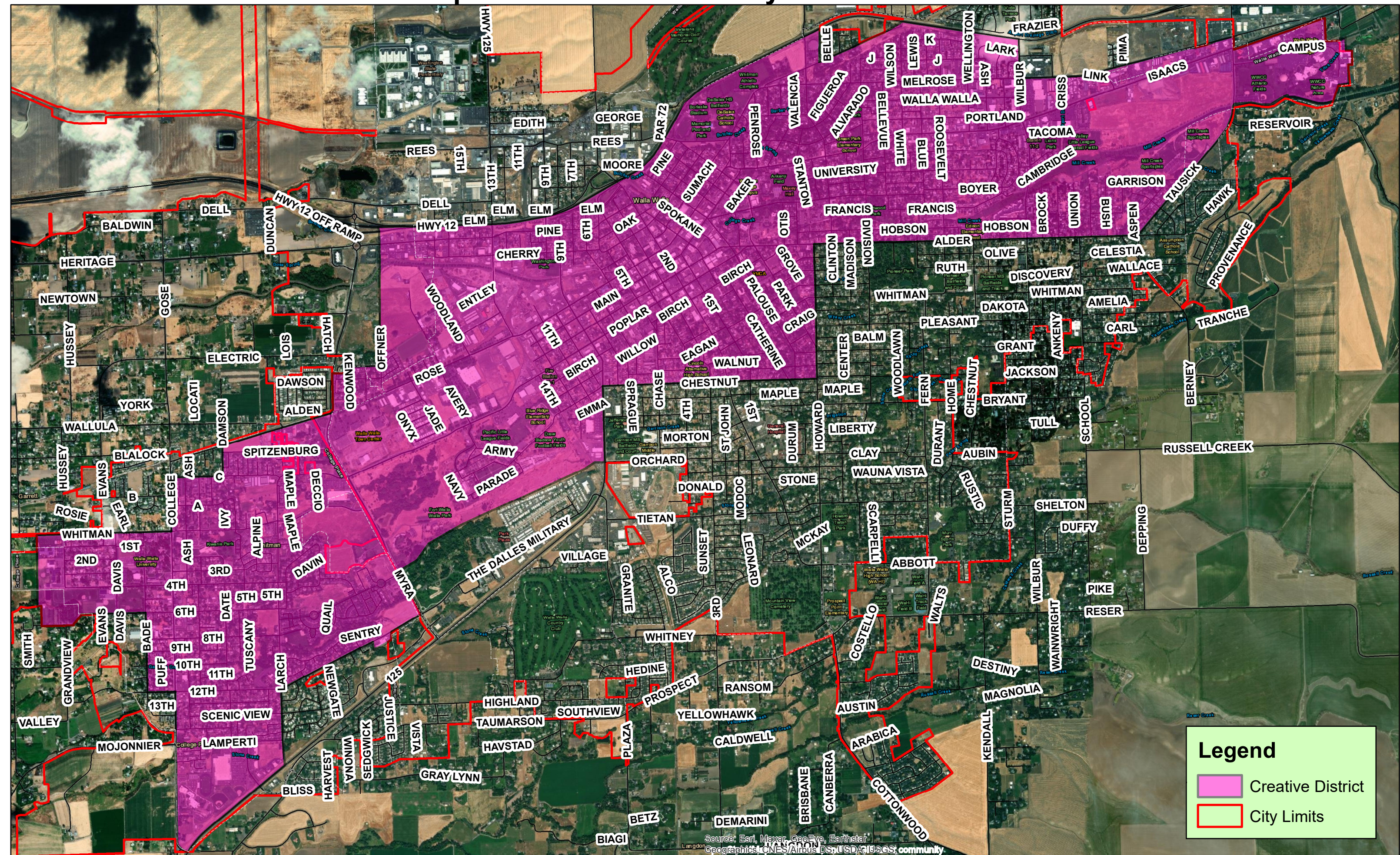
PASSED by the City Council of the City of College Place, Washington, this 8th day of March 2022.

Attest:

Norma L. Hernández, Mayor

Lisa R. Neissl, CMC
City Clerk

Proposed Walla Walla Valley Creative District



Source: Esri, Maxar, GeoEye, Earthstar
Geographics, CNES/Airbus DS, USDA, USGS, community



Washington State Arts Commission Creative District Certification Application Guidelines (FY 2018 – 2019)

About ArtsWA

Established in 1961, the Washington State Arts Commission (ArtsWA) and staff work together to support communities, organizations and individuals in bringing art and creativity into the lives of all those who live in Washington State. ArtsWA administers a number of programs in support of our mission to be a catalyst for the arts, advancing the role of the arts in the lives of individuals and communities throughout the state.

Washington Creative Districts Certification Program

The mission of the Washington Creative Districts Certification Program is to help communities throughout the state thrive by bolstering their creative economy, enhancing their vitality, and raising their standard of livability. The program will support a town or area's ability to grow jobs, and increase economic, educational, and cultural opportunities for residents and visitors.

In 2017, the Washington State legislature passed a bill to fund the Creative Districts program. Sponsored by Rep. Joan McBride (D-Kirkland) and Senator Hans Zeiger (R-Puyallup), in companion bills, the legislation tasked ArtsWA with the creation of a new program to promote and support economic development and placemaking opportunities in communities dedicated to growing their arts-related economic sectors.

The Creative Districts program is designed to help communities to:

- Attract visitors, creative entrepreneurs and artists
- Infuse new energy and innovation, and enhancing economic and civic capital
- Create hubs of economic, artistic, social and entrepreneurial activity
- Enhance the designated district area so that it is an appealing place to live, visit, and conduct business
- Grow jobs and economic opportunities for all citizens
- Set the stage to improve or redevelop historic assets
- Celebrate and strengthening a community's unique identity
- Find opportunities around all income housing, live/work, and maker space
- Empower designated districts to evolve and strengthen their economic presence in Washington State through investments in staff, community partnerships and strategic planning.
- Proactively and sustainably develop their long-term future

Creative Districts Defined

Districts will go through a rigorous and fair application and certification process in order to become a Certified Washington Creative District. They must meet a number of criteria, including:

- Comprise a contiguous, geographic area
 - Be the site of a concentration of artistic, cultural or creative economy activities, with 1 -2 identified primary arts or creative-economy industries
 - Possess a clearly defined, unique arts, culture or creative economy identity and/or brand
 - Be walkable and/or accessible, and attractive to locals and visitors alike
 - Active promotion of local arts, culture, creative economy and tourist activities
-



Washington State Arts Commission Creative District Certification Application Guidelines (FY 2018 – 2019)

- Be distinguished by unique resources that clearly contribute to the quality of life of the community, including its cultural, economic and workforce development
- Consider all income / affordable housing / maker space for creatives and artists working in, and inhabiting the district as needed to ensure their creative presence
- A strategic plan / business plan to guide the district forward once certified

Program Benefits and Opportunities

In addition to providing designation and official recognition by the State of Washington, the program provides support for Certified Creative districts. Benefits and opportunities include (but are not limited to):

Funding:

- Newly Certified Districts will receive a cash grant of \$5,000 (one-to-one cash match required, match can include in-kind donation up to \$2500)

Marketing

- Promotion of Creative Districts as appropriate – sharing stories and successes with our audiences, both regionally and nationally
- In partnership with Washington State Department of Transportation (WSDOT), wayfinding/place making signs will be placed on state highways in and/or near certified Creative Districts to complement a district's own signage efforts. (All signage must recognize the State Arts Commission's supportive role with agreed-upon language and / or logo).

Data and Impact Analysis

- Districts will compile and collect data that will enable ArtsWA to demonstrate the economic and quality of life impacts of creative districts. This will be used to help leverage more investment in Creative Districts, and will support districts locally in their efforts to obtain public sector, corporate, grant and foundation monies
- ArtsWA will contract with the Western States Arts Federation (WESTAF) to provide access to the Creative Vitality suite, an online platform for comprehensive creative economy data. ArtsWA will support districts in leveraging data to demonstrate impact and track progress
- ArtsWA will report annually on the collective impact of certified Creative Districts
- Individual districts will be required to file interim and year-end annual reports with ArtsWA

Funding to Support Economic Growth

- ArtsWA will provide a flexible, technical and professional assistance fund available to districts that have been certified for one or more years. These funds will be awarded for projects and activities that advance strategic goals, and will require a local match from the community.

All income /Affordable Housing for Creatives / Maker Space

- ArtsWA is researching the tools of real estate development around possibilities for the creation of affordable, appropriate places for artists and creatives to live and work in and around the districts. In
-



Washington State Arts Commission Creative District Certification Application Guidelines (FY 2018 – 2019)

partnership with ArtSpace™, districts and communities will be assisted in ways to support more stable, healthy communities anchored in existing assets.

Networking, Collaboration and Ongoing Technical Assistance

- ArtsWA will facilitate access to technical assistance for Districts as needed, and facilitate a learning and supportive community among Districts

Applicant Eligibility

Applicants for Washington Creative District Certification must be:

- A structured entity representing a community located in Washington, such as a municipal, county or tribal government, a designated downtown authority or economic development agency, a 501(c)3 or 501(c)6 or;
 - A structured entity representing an area formally recognized as a creative, arts or cultural district
- AND
- An organization with a minimum \$20,000 cash annual operating budget or that can demonstrate the ability to effectively manage a district, handle grants and oversee other fiduciary responsibilities
 - If not a municipal entity, an organization operating in partnership with the local government or tribal authority

Application Process

Step 1: Review the Community Readiness Workbook and Pre-Application checklist to ensure community meets minimum requirements. If community meets these requirements, move to step 2.

Step 2: Submit a Letter of Interest (LOI) to the Washington Creative Districts Certification Program. A site visit of the potential district by Creative District program staff must be scheduled before Letter of Interest is submitted.

Step 3: If Letter of Interest is approved, submit full application within 60 days of approval. Site visit must take place before full application is submitted.

Online Application submission

All applications must be submitted via ArtsWA's [online application form](#), with all attending documents uploaded via this system. Applications will not be accepted in any other format, including via email or hard copy.

Step 1: Creative District Certification Pre-application Checklist

Communities interested in submitting a letter of interest for Washington Certified Creative District Certification should meet the following minimum requirements:

- ☐ Designated, contiguous geographic area recognized by local municipal entity
- ☐ Area is walkable and/or easily navigable
- ☐ Clearly defined concentration of artistic and/or cultural activities and/or minimum of 1-2 primary arts-related industries occurring in region
- ☐ Clearly defined arts and culture identity, and brand



Washington State Arts Commission Creative District Certification Application Guidelines (FY 2018 – 2019)

- ☐ Structured entity formally recognized by local government designated as district administrator, with assigned staff role to carry out Creative District activities
- ☐ Administrative entity has a minimum \$20,000 total annual operating budget
- ☐ Demonstrated broad community buy-in for designation as Creative District
- ☐ Partnership agreement amongst entities, to help guide activities in district
- ☐ Creative District strategic / business plan (covering 3 - 5 years of activity)
- ☐ Site visit to proposed district by Creative District program staff has been scheduled or completed

Step 2: Letter of Interest

If your community meets the criteria listed in Step 1, you may submit a Letter of Interest. The letter, which should be no longer than 2 pages, should address the following:

- A brief overview of the proposed district: its general geographical area, and key highlights of activities that take place in it
- The district administrator role and their intended work plan duties
- Describe partnerships, and/or members of the community who support or participated in the planning process
- Briefly describe the vision of the proposed Creative District and how it will benefit your community
- Include full contact information for key individuals / personnel who will lead the process towards certification

Step 3 Creative District Certification Application

The following criteria and weights will be used by the review panel to evaluate proposals

- Creative District Information (30%)
- District Characteristics (40%)
- Community Partnerships and Buy-In (30%)

The bulleted items below will help guide you to complete the online application, where you will answer the narrative questions and provide support documents required for Certification.

CREATIVE DISTRICT INFORMATION

- What is the name of the Creative District?
 - Upload a map (or provide a link to a map) of the Creative District
 - Please describe the Creative District's organizational and/or governance structure (501(c)3, 501(c)6, local government, Business Improvement District, Main Street organization, other?)
 - Is there a governing board that provides oversight of the Creative District? If so, please provide a list of names and the affiliations of those involved
 - Describe the designated staff liaison role for the Creative District. How will this role incorporate Creative District activities into its annual work plan? How much approximate time will be spent per month by this person on Creative District activity?
 - Describe additional paid, and or volunteer staffing and support of the district.
-



Washington State Arts Commission Creative District Certification Application Guidelines (FY 2018 – 2019)

- How is the District funded, and what is the source of funds? What is the Creative District's annual budget? Do you have a plan for financial sustainability?
- Upload a budget showing cash and in-kind line items separately. Budget does not need to adhere to a specific format.
- Does the District have a membership structure? If so, how many members are in, or projected to be in the district, and what is the membership dues structure?
- Upload the Creative District strategic program / business plan document.
- Please provide the top three (3) short-term and top three (3) long term goals you have for your Creative District.
- What do you see as your district's biggest challenges, and how do you anticipate overcoming them?
- How do you see certification as a Creative District advancing your district and community?
- Upload a completed W-9 for the managing entity that will receive district funds.

DISTRICT CHARACTERISTICS

- Please describe your Creative District's unique competitive advantage – the (one) thing(s) that sets your District apart from the others. What is your unique niche, and key differentiators?
 - Describe the unique cultural or historical heritage of your district. How does this story relate to the current activities and future plan of your District?
 - Describe the accessibility of your creative district. Is it walkable or otherwise easy to navigate? Is it accessible to those who use alternative transportation, such as bike or walking paths, public transit (if available in the region)
 - Describe how your district engages with the community. Does your district have any signature events or activities? Do these events appeal to a broad cross-section of the population?
 - Describe how your district has established a unique physical sense of place. Do you have wayfinding or signage? Distinguishable streetscape? Public art?
 - Describe the mix of uses within your district (is it primarily retail/commercial, residential, industrial, mixed use). What other types of businesses or activities exist in the District than can support or bolster District activity?
 - Please provide the following information related to the creative industries within your district. Please describe the data source and collection method for each data set:
 - Number of creative establishments within the District currently. Please include the definition(s) of the types of establishments counted
 - Number of creative-sector jobs in the District. Please include definition(s) of jobs counted.
 - Estimated number of annual visitors to your Creative District, and the reason(s) for these visits (are they event driven, venue driven, other)
 - Estimated number of children and youth directly benefitting through Creative District activities. Please describe activities.
 - Describe any existing or proposed all income / affordable, live-work, creative maker space in the proposed district
 - Please provide any other meaningful data that you have collected for your Creative District (property value trends, sales tax revenue data, occupancy rates, etc.)
-



Washington State Arts Commission Creative District Certification Application Guidelines (FY 2018 – 2019)

COMMUNITY BUY-IN

- Please upload a local government ordinance and/or planning documents that provide evidence of local government endorsement of the Creative District
- Upload letters of recommendation that support efforts to apply for Creative District certification from the following sources. You may upload as many as you feel appropriate, but no more than 30 letters total. All letters must be consolidated into one PDF file. Letters of support are required from the following entities:
 - ☐ Mayor or county representative, city administrator or director of planning; or tribal executive or council member (if District is to be situated on tribal lands)
 - ☐ Community or economic development agency or workforce development agency
 - ☐ Local downtown development authority, business district association or chamber of commerce
 - ☐ Local tourism association or board
 - ☐ Local arts commission (municipal or non-profit) or cultural affairs liaison
 - ☐ At least one local community agency that focuses on underserved populations
 - ☐ At least two creative entrepreneurs, such as an artist or business owner that lives or works in the District
 - ☐ At least one business owner from a non-creative-sector company that endorses the District

Additional letters of recommendation from community stakeholders that support Creative District certification are strongly encouraged.

- Please describe outreach activities to promote or elicit feedback about the Creative District certification that were inclusive to the community at large. How did you reach out to the various groups within your District?
- Please describe how the Creative District will interface with economic development and/or workforce development plans that may currently exist in the community. Do these plans reflect the activities of the Creative District? Does the Creative District plan include a path toward creation of jobs or investment in business growth or entrepreneurialism the region?

REPORTING REQUIREMENTS

Certified Creative Districts will be required to submit interim and year-end annual reports to ArtsWA. Failure to do so will make the District ineligible for further support and may jeopardize a District's certified status.

ArtsWA has the right to withhold, reduce or cancel funding and/or Certification status if an applicant fails to do the following:

- Adhere to deadlines for reporting
 - Notify ArtsWA of changes in project collaborators or other significant management changes
 - Comply with terms of any awards
 - Demonstrate adequate financial management and oversight
 - Properly credit ArtsWA's support
-



Washington State Arts Commission Creative District Certification Application Guidelines (FY 2018 – 2019)

APPEAL PROCESS

Applicants whose certification application is denied may appeal the Commission's decision under the ***Appeal procedure*** – [***Request for review of denied applications***](#), per our rules ([WAC 30-12-036](#)).

STAFF CONTACT

Prior to submitting an application, applicants should read the guidelines thoroughly and review all Community Readiness tools on the website.

Annette Roth, Creative Districts Program Manager
Washington State Arts Commission (ArtsWA)
711 Capitol Way S, Suite 600 | Olympia, WA 98504
360-753-3860

Direct: 360-586-8098

annette.roth@arts.wa.gov

www.arts.wa.gov



WASHINGTON STATE ARTS COMMISSION

Creative Districts Program Overview



Buskers in the Burg Festival Arts Parade, Ellensburg WA. Photo courtesy of Ellensburg Downtown Association.

Overview

The Certified Creative Districts program works to help communities in Washington thrive. Its purpose is to help communities strengthen their creative sector, diversify their economy, and enhance their quality of life.

What is a Certified Creative District?

A Creative District is an exciting place to live, work, and visit. It's a focal point - a geographically defined area of cultural and economic activity. It's the heart of a community - for people to gather and enjoy the arts and culture a community has to offer.

It can include cultural facilities, arts-related organizations, and creative and other businesses that support or complement these activities. It's a way for a community to grow jobs and create economic opportunities for all people through the arts. And it's a place where innovation and creativity can thrive, helping a community move enthusiastically into the future.

About ArtsWA

Established in 1961, the Washington State Arts Commission (ArtsWA) works to support communities to bring art into the lives of all those who live in Washington State. Our mission is to be a catalyst for the arts, advancing the role of the arts in the lives of individuals and communities throughout the state.

2017 Creative Economy in WA

BY THE NUMBERS



303,839
CREATIVE INDUSTRY JOBS



\$28.9B
TOTAL INDUSTRY
EARNINGS

\$45,138
AVERAGE EARNINGS

OCCUPATIONS WITH GREATEST
NUMBER OF JOBS STATEWIDE

SOFTWARE DEVELOPERS

PHOTOGRAPHERS

COMPUTER PROGRAMMERS

MUSICIANS & SINGERS

WRITERS & AUTHORS



Help Your Community Thrive with Creative District Certification

By developing the creative economy, communities are investing in their future. They can grow jobs; increase economic, educational, tourism and cultural opportunities; and boost livability for residents and visitors.

How will Creative District certification benefit my community?

- State endorsement of community activities
- Grow jobs and economic opportunities for all citizens
- Attract artists & creative businesses
- Promote your community's creative identity
- Increase tourism and bring new visitors
- Attract new investment, redevelop historic assets
- Opportunities for affordable housing, live/work, and maker space
- Proactively develop your community's long-term future

How does the certification process work?



Mural painted by artist Patrick Siler on the wall of Thomas Hammer Coffee Roasters, Pullman, WA. Photo by Terry Richard, The Oregonian.

How does ArtsWA support my community?

We guide and support communities and their Creative Districts through the process as they seek District certification and implement their programs. We also:

- Offer specialized resources during the pre-certification phase.
- Provide grant funding opportunities.
- Track the progress of a community's creative economy after certification.
- Provide technical assistance, training and networking opportunities.

To get started, please contact: Annette Roth, Creative Districts Program Manager
ArtsWA | PO Box 42675 | Olympia WA 98504-2675 | www.arts.wa.gov
360-586-8098 direct | 360-753-3860 agency | annette.roth@arts.wa.gov



arts.wa.gov

Certified Creative Districts

Supporting the creative economy in Washington

What is a Certified Creative District?

- Focal point for people to enjoy the arts
- Includes cultural facilities and creative industries and businesses
- An exciting place to live, work in & visit
- A vehicle to grow jobs & economic opportunities



DICK & JANE'S SPOT

Art site & home of Dick Elliott and Jane Orleman, Ellensburg WA



Why was this program created?

- Based on Colorado Creative Industries model
- Communities can capitalize on & grow their creative economies
- Signifies a community is serious about growing this sector

In Colorado, designated Creative Districts have seen a 5% annual increase in employment and a 6% increase in revenue.



Artist Jean Whitesavage at Cascade Middle School, Sedro-Wooley.
Photo by Nick Lyle.



Program timeline through 2018



Who/What is Creative?

- Artists
- Entertainers
- Restaurateurs
- Inventors
- Bakers
- Museums
- Writers
- Historic & cultural assets
- Food & product manufacturers/makers



SHACK ART CENTER, Everett, WA.

The number of creative jobs in Washington has grown an average of 3% annually since 2011, making it one of the fastest growing sectors in the state.

WESTAF, Creative Vitality Suite,
November 2017



Creative industries drive the economy

In 2016, 177,000 people in WA were employed in creative industries, with combined wages of approximately \$21.9B.



HEATH SATOW, YES
Bates Technical College, Tacoma



Creative Vitality Index



1.02

CVI Value

United States CVI = 1.0

This regional snapshot report gives the big picture of a region's creative landscape. It provides an overview of creative jobs, industry earnings, FDR grants, and Nonprofit revenues.

Total Population

7,288,007

Past 5 years of CVI Performance



GAIN

▲ 4%
since 2015

2016 Creative Jobs

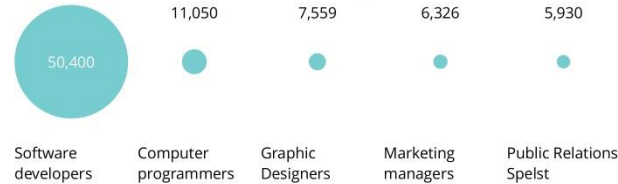


177,648

Total Creative Jobs

There are 7 thousand more creative jobs in the region since 2015

Occupations with greatest number of jobs



GAIN

▲ 10%
since 2015

2016 Creative Industries



\$21.9B

Total Industry Earnings

There is a gain of \$2.1 billion in creative industry earnings in the region since 2015

Industries with greatest earnings



LOSS

▼ 3%
since 2015

2016 Cultural Nonprofit



\$843.1M

Nonprofit Revenues

There are \$22.6 million less in revenues in the region since 2015

Data not available for this state in the selected year

DATA SOURCES: Economic Modeling Specialists International, National Assembly of State Arts Agencies, National Center for Charitable Statistics
CREATIVE VITALITY SUITE: The Creative Vitality Index compares the per capita concentration of creative activity in two regions. Data on creative industries, occupations, and cultural nonprofit revenues are indexed using a population-based calculation. The resulting CVI Value shows a region's creative vitality compared to another region. For more information on data sources visit: learn.cvsuite.org

Case Study

Trinidad CO

- Former coal town
- Lost 1300 jobs in 5 years
- 2014 Creative District designation
- 150 startups in the creative industry

Trinidad is the first Space to Create location in CO, the first state-led initiative in the US to provide affordable housing to artists and creatives.



2015 ArtoCade Festival
Trinidad CO

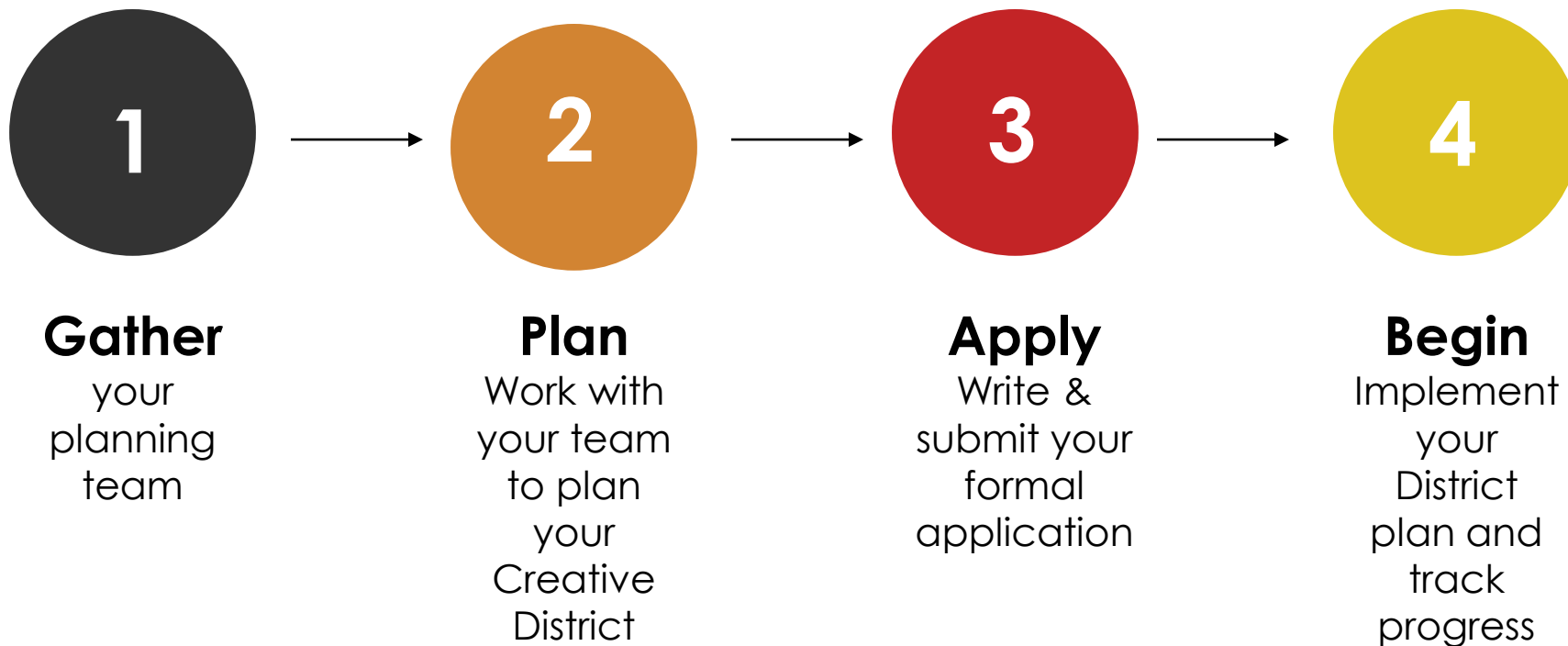


Benefits to the Community

- Long-term job creation
- New business & industries brought to community
- Redevelopment of community assets
- Increased tourism
- Increased community livability



How does the process work?



How ArtsWA supports your community

- Resources & guidance during planning phase
- Rigorous & fair application process
- Networking opportunities
- Ongoing technical assistance
- Advocacy & support

In Colorado, designated Creative Districts have seen a 5% annual increase in employment and a 6% increase in revenue.



STEVE GARDNER, *Where Will You Go?*
2010.
Pasco High School.
PHOTO BY THE ARTIST.





Questions?

Annette Roth, Creative Districts Program Manager

360-586-8098 direct | 360-753-3860 agency

annette.roth@arts.wa.gov | www.arts.wa.gov



HB 1183 - 2017-18

Authorizing specified local governments, including municipalities and federally recognized Indian tribes, that typically have limited access to economic development resources, to designate a portion of their territory as a creative district subject to certification by the Washington state arts commission.

Sponsors: McBride, **Chapman**, Haler, **Ryu, Robinson**, McDonald, Stambaugh, **Frame, Senn, Riccelli, Dolan**, Hudgins

Companion Bill: **SB 5300**

Bill History

2017 REGULAR SESSION

- Jan 13 First reading, referred to Community Development, Housing & Tribal Affairs (Not Officially read and referred until adoption of Introduction report).
- Jan 25 Public hearing in the House Committee on Community Development, Housing & Tribal Affairs at 8:00 AM.
- Jan 26 Executive action taken in the House Committee on Community Development, Housing & Tribal Affairs at 1:30 PM.
CDHT - Majority; do pass.
- Jan 31 Referred to Appropriations.
- Feb 13 Public hearing in the House Committee on Appropriations at 3:30 PM.
- Feb 21 Executive action taken in the House Committee on Appropriations at 1:30 PM.
APP - Majority; 1st substitute bill be substituted, do pass.
Minority; do not pass.
- Feb 24 Referred to Rules 2 Review.
- Feb 28 Placed on second reading by Rules Committee.
- Mar 7 **1st substitute bill substituted (APP 17).**
Rules suspended. Placed on Third Reading.
Third reading, passed; yeas, 85; nays, 12; absent, 0; excused, 1.

IN THE SENATE

- Mar 9 First reading, referred to Agriculture, Water, Trade & Economic Development.
- Mar 21 Public hearing in the Senate Committee on Agriculture, Water, Trade & Economic Development at 8:00 AM.
- Mar 23 Executive action taken in the Senate Committee on Agriculture, Water, Trade & Economic Development at 8:00 AM.
AWTE - Majority; do pass with amendment(s).
And refer to Ways & Means.
- Mar 27 Referred to Ways & Means.
- Mar 29 Executive action taken in the Senate Committee on Ways & Means at 3:30 PM.
WM - Majority; do pass with amendment(s) by Agriculture, Water, Trade & Economic Development.

- Mar 31 Passed to Rules Committee for second reading.
Apr 7 Placed on second reading by Rules Committee.
Apr 11 Committee amendment(s) adopted with no other amendments.
Rules suspended. Placed on Third Reading.
Third reading, passed; yeas, 43; nays, 6; absent, 0; excused, 0.

IN THE HOUSE

- Apr 17 House concurred in Senate amendments.
Passed final passage; yeas, 82; nays, 13; absent, 0; excused, 3.
Apr 19 Speaker signed.

IN THE SENATE

- Apr 20 President signed.

OTHER THAN LEGISLATIVE ACTION

- Apr 21 Delivered to Governor.
May 8 Governor signed.
Chapter 240, 2017 Laws.
Effective date 7/23/2017.



CERTIFIED CREATIVE DISTRICTS PROGRAM COMMUNITY READINESS WORKBOOK

2021 EDITION



WASHINGTON STATE
ARTS COMMISSION

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INTRODUCTION

Since Richard Florida published his book *The Rise of the Creative Class* in 2003, communities around the world have spent more time focusing on their creative economy. Creative industries are major economic drivers and among the most rapidly growing sectors worldwide. According to a joint report published by CISAC and UNESCO in 2015, cultural and creative industries make up approximately 3% of the world's gross domestic product (GDP).^[1] They employ 29.5 million people around the world, more than the auto industry in Europe, Japan, and the US combined (29.5M vs. 25M workers).^[2]

Governors across the US recognize how important the creative sector is to their state's economy. According to the National Governors Association report, *Arts and the Economy*,^[3] there are a number of reasons to include art in community-based planning activities.

- creative industries are growing and play a major role in a community's ability to compete economically
- companies decide to locate in communities that have a readily available creative workforce
- arts and culture create new jobs
- arts and culture foster a quality of life that attracts talented workers

In Washington State, 303,839 people were employed in the creative industries in 2017. This is a 2% increase from 2016.^[4] In fact, the number of creative jobs in Washington has increased between 2 – 4% annually since 2011, making it one of the fastest-growing sectors in the state.^[5]

ABOUT ARTSWA

The Washington State Arts Commission (ArtsWA) was established in 1961. Its purpose is to promote, conserve and develop the state's artistic resources. The agency manages statewide activities and programs that grow and develop the arts and culture. This contributes to a high quality of life for all Washingtonians.

OVERVIEW OF THE CREATIVE DISTRICTS PROGRAM

The state legislature passed a bill in 2017 to fund the Certified Creative Districts program. The bill was signed into law by Governor Inslee in May 2017. This bill gave ArtsWA the authority to create and manage this program. The focus of the program is two-fold:

- to help communities create long-term economic opportunities in their region, and
- to support the long-term growth of Washington's arts, culture and creative sector.

Creative Districts are geographically defined areas where a concentration of artistic, cultural, and economic activity takes place. ArtsWA provides a five-year state-certification to communities based on specific criteria. It is an endorsement of the activities that may already exist in a community. It recognizes growth potential for the future. The criteria requires that a broad coalition of stakeholders come together for this process. They work together to plan a District and create a vision for the long-term economic health of their region.

The Creative District program provides a platform for artists and creatives to help develop their local economy. It fosters innovation, entrepreneurship and community values. This combination creates a holistic, sustainable and diverse economy, so that communities and their future generations can thrive.

HOW WE SUPPORT YOUR COMMUNITY'S SUCCESS

Our goal is to see arts and creative industries thrive, and be renowned throughout the state. The Creative Districts program creates a support system for communities to achieve long-term goals. We will:

- provide resources to help you plan your program
- offer guidance throughout the planning process
- administer a rigorous and fair application process

If your community becomes a Certified Creative District, ArtsWA will:

- provide ongoing support and advocacy
- offer access to training programs
- provide ongoing technical assistance
- host and encourage networking activities amongst Creative District communities
- support your community in finding grants and other funding opportunities
- promote success stories to the public, elected officials, and other stakeholders

YOUR FOUNDATION FOR SUCCESS

This toolkit provides a framework to help your community organize a Creative Districts Program. The exercises in this handbook are simple to use. They were created for you to orient your thinking about how to establish a successful district. Based on economic development best practices, they're designed to help you promote dialogue in your community about its vision of the future.

CONSIDERATIONS WHEN PLANNING YOUR DISTRICT

You should think of this toolkit as a road map for your community. Understanding your community's strengths and weaknesses will help you choose the direction and focus of your Creative District. Doing the exercises is a critical part of the certification process. This will strengthen your community's bid for Creative District designation.

We recommend you read through the entire workbook first before you start to answer the questions. This will give you a holistic idea of what your district can be at the end of the process.

INSTRUCTIONS

1. Please complete all sections. Try to answer as many of the questions as possible. You may not be able to answer every question in this toolkit at the beginning. Please don't let that discourage you. The purpose of this workbook is for you to think about your community's identity and how it is unique compared to other places.
2. Work on the exercises in this toolkit with other members of your community. The Toolkit con-

tains three distinct focus areas, with 13 major criteria. It is unlikely you will have all the answers by yourself. Getting input from lots of community members will be key in creating a holistic plan.

3. Work on the workbook sections in order. The sections build on one another, laying the foundation for your community to apply for and seek district certification.

If your group has questions or concerns about a particular focus area or criteria, please contact the Creative District Program Manager.

1 CISAC and EY, Cultural Times: The first global map of cultural and creative industries (www.worldcreative.org, December 2015).

2 CISAC, Cultural Times: The first global map of cultural and creative industries.

3 Arts and the Economy: Using Arts and Culture to Stimulate Economic Development, NGA Center for Best Practices 2009

4 WESTAF, Creative Vitality Suite (www.cvsuite.org, November 18, 2017).

5 WESTAF, Creative Vitality Suite.



SECTION 1: SETTING THE GROUNDWORK

In this section, you will focus on the basic characteristics of your proposed Creative District:

- What are the Creative District's mission, vision and values?
- Where will the district be located?
- What types of arts and creative industries exist in the area?
- What is the demographic makeup of your community?
- What is the community's unique identity as compared to other communities?
- Who will be part of your district planning team?
- Who are the partners involved in planning the Creative District? Are agreements in place that cover how partners will work together?
- Is there an organization or group that will be the District Administrator?

Answering these questions is the foundation of your Creative District. These elements are required in the final application for Certified Creative District designation. This section should be completed first and in its entirety before you move to the next section.

VISION, MISSION, VALUES

WHAT IS THE VISION FOR THE CREATIVE DISTRICT? *A statement that describes your ideal future. This short statement should describe how your District will change your community.*

WHAT IS THE MISSION OF THE CREATIVE DISTRICT? *A phrase that describes how you will work toward achieving your vision. In other words, it's what you'll do and how you'll do it.*

WHAT ARE THE COMMUNITY/CREATIVE DISTRICT'S VALUES? *Use short words or phrases to describe the core beliefs or guiding principles your community holds dear.*

Is the proposed Creative District a contiguous, well-defined, appropriately sized area?

If the locale is urban, is the proposed district walkable?

If the locale is rural, are there geophysical barriers that prevent district from being well-defined and functional?

Are there any barriers that prevent the movement from one place to another in the District? (e.g., impassable river, freeway, railroad crossing, etc.)?

[illegible]

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

Case No.	Case Name	Case Address	Case City	Case State	Case Zip	Case Phone	Case Email	Case Date	Case Time	Case Status	Case Notes
1	John Doe	123 Main St	New York	NY	10001	212-555-1234	john.doe@example.com	2023-10-27	14:30	Completed	Initial assessment and data collection.
2	Jane Smith	456 Elm St	Los Angeles	CA	90001	310-555-5678	jane.smith@example.com	2023-10-28	10:00	In Progress	Interview with subject and review of records.
3	Robert Johnson	789 Oak St	Chicago	IL	60601	312-555-9012	robert.johnson@example.com	2023-10-29	09:00	Pending	Awaiting approval for field visit.
4	Maria Garcia	101 Pine St	San Francisco	CA	94101	415-555-3456	maria.garcia@example.com	2023-10-30	11:00	Completed	Final report and analysis completed.
5	David Lee	202 Birch St	Seattle	WA	98101	206-555-7890	david.lee@example.com	2023-10-31	13:00	In Progress	Conducting follow-up interviews.
6	Emily White	303 Cedar St	Portland	OR	97201	503-555-2345	emily.white@example.com	2023-11-01	15:00	Pending	Waiting for data from other sources.
7	Michael Brown	404 Maple St	Denver	CO	80201	303-555-6789	michael.brown@example.com	2023-11-02	10:30	Completed	Interview and data collection complete.
8	Sarah Davis	505 Spruce St	Phoenix	AZ	85001	602-555-0123	sarah.davis@example.com	2023-11-03	12:00	In Progress	Reviewing collected data and reports.
9	James Wilson	606 Ash St	San Diego	CA	92101	619-555-4567	james.wilson@example.com	2023-11-04	14:00	Pending	Awaiting final review and approval.
10	Lisa Anderson	707 Hickory St	San Jose	CA	95101	408-555-8901	lisa.anderson@example.com	2023-11-05	11:30	Completed	Final report and analysis completed.

Please describe the types of **artistic or cultural activities** that take place in the region. *Examples: a community center/theatre, business district, training/educational facility, production facility, annual festival, recurring arts-related activity (e.g., Arts Walk), etc.*

[illegible]

PLACE-MAKING/ARTS ANCHOR

Are there **place-making** and/or arts-related anchor attractions that exist in the community? *Examples include an entertainment complex, museum, waterfront access, etc.*

- ☐ Yes
☐ No
☐ Don't Know

If so, please list them below:

CREATIVE ECONOMY INDUSTRIES

What other activities take place in the proposed creative district? What other businesses and attractions exist that would appeal to residents and visitors?

Examples include: breweries, food production, publishing, video production/broadcasting, design services, performing arts companies, photography, museums, boat building, etc.

- ☐ Yes ☐ No ☐ Don't Know

If YES, what are they?

What is missing from these lists? What would you like to see come into your community?

ITEM 3: COMMUNITY DEMOGRAPHICS AND IDENTITY

DEMOGRAPHICS AND CULTURAL HERITAGE

Please describe the demographics of your community: gender, ethnicity, age, disability, etc. You can find this information from the [US Census Bureau](#) and [Washington State's Office of Financial Management](#).

Please describe your community's cultural or historical heritage. Include information about: indigenous people, pioneers or settlers, the origins of the local economy (consider and include immigrant and migrant populations), etc.

COMMUNITY IDENTITY

Please describe what your community's unique identity is. What sets it apart from other places? Why do you or people you know love your community?

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

Please describe the district's unique arts and culture niche. What kinds of arts, heritage or cultural activities will people find in your District that they can't find anywhere else?

[illegible]

COMMUNITY IDENTITY

What are some adjectives that describe the personality or vibe of your future Creative District? How do you want visitors and residents to feel when they are in your District?

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Describe how the Creative District will reflect the values of the community:

[illegible]

ITEM 4: PARTNERSHIPS

Partnership amongst community members and organizations is key to the district's success. A broad agreement of community leaders is a good sign that a district will be successful long-term. Partnership(s) must include local government(s) (or similar entity), and shall include arts organizations, artists and other creatives, local chamber or downtown association, economic development agencies, businesses engaged in arts activities, local tourism bureau, local colleges and/or school districts, local arts agencies, other public agencies such as local port authority or regional transit, regional planning agencies, local tribal governments or agencies, businesses engaged in complimentary industries, etc.

WHO ARE OUR KEY PARTNERS?

Which groups, people, and organizations do we already have on board to ensure our Creative District is successful?

WHO IS MISSING FROM THIS LIST?

Will the partners you've identified write letters of support for your district application?

Will there be a partnership agreement/**memorandum of understanding** (MOU) between the main partners to help guide activities in district?

☐ Yes ☐ No ☐ Don't Know

ITEM 5: DISTRICT ADMINISTRATION

Proposed Districts must designate a structured business entity to act as the **district administrator**. *Types of allowed entities include: local government (municipal or tribal), 501(c)(3) or 501 (c)(6) (such as registered neighborhood organization, downtown development authority, associate development organization).*

Is the total annual operating budget of the administrative organization at least \$20,000 (does not refer to Creative District budget)?

- ☐ Yes
- ☐ No
- ☐ Don't Know

Does the administrative entity agree to include district activities as part of the annual work plan of staff liaison, in compliance with ArtsWA requirements?

- ☐ Yes
- ☐ No

If the entity is not a local government, does it have the cooperation of the municipal entity that governs the geographical location of the proposed district?

- ☐ Yes
- ☐ No
- ☐ Don't Know

Please identify administrative entity and its operating structure.

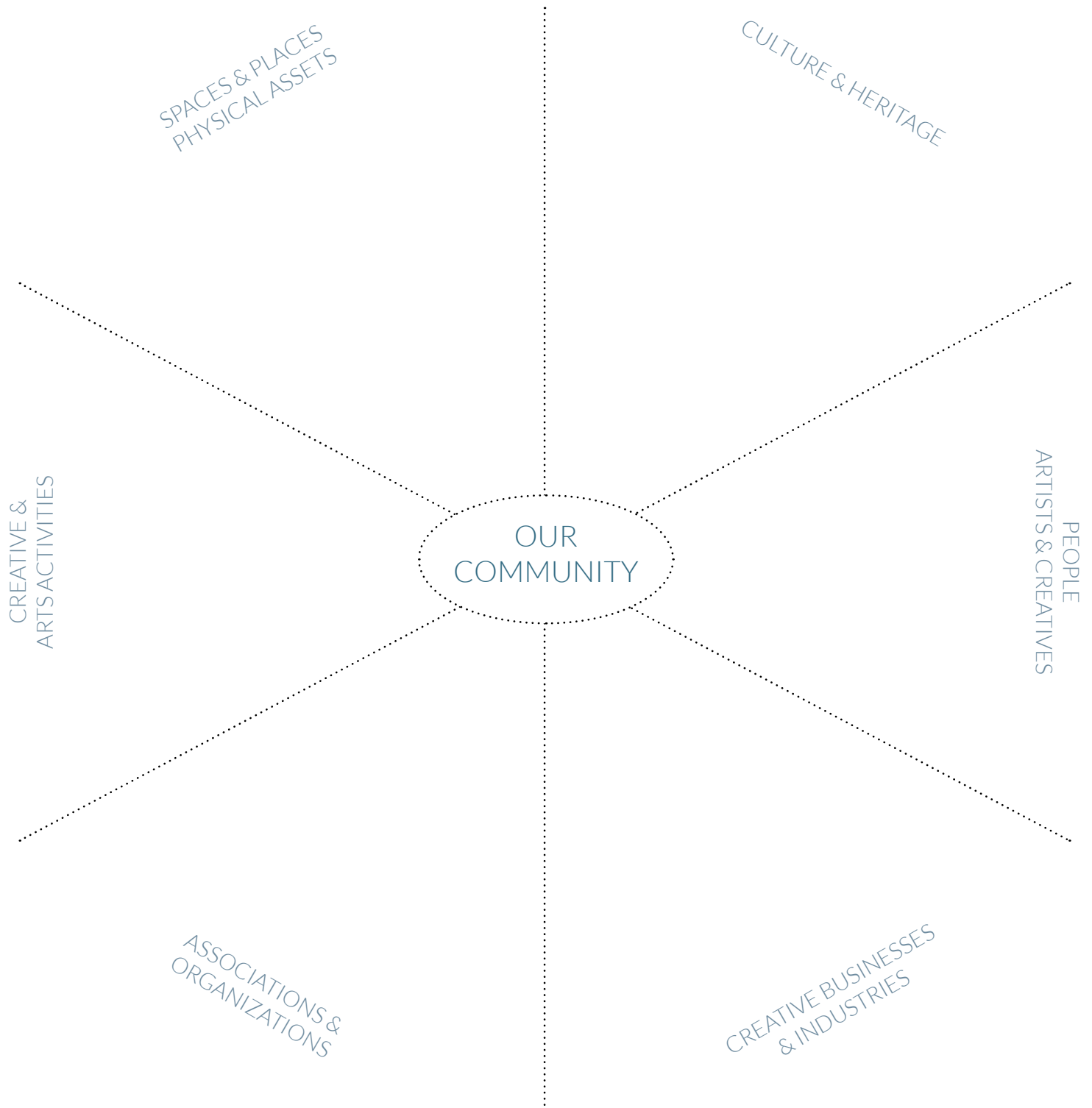
Is there a designated staff position assigned to oversee district activities?

- ☐ Yes
- ☐ No
- ☐ Don't Know

If YES, please describe staff role.

ASSET MAP TEMPLATE

On this page you will make a list (or '**ASSET MAP**') of all the resources in your community within the following areas. The purpose is to identify the resources in your area, and to understand how these resources are connected. This exercise can also be used in a larger community engagement meeting to get a full picture of the assets your community has.





SECTION 2: DISTRICT DEVELOPMENT AND PROMOTION

The focus of this section will be a deeper dive into the Creative District planning process. You will work on:

- understanding and developing community assets
- reaching underserved communities and incorporating them into the planning process
- knowing your community's strengths and weaknesses
- branding and promoting your Creative District, and
- preparing your community to focus on creative economy activities.

Units in this section include:

- community buy-in
- branding and promotion
- economic development
- education and workforce development, and
- development, land use, and housing.

Please note: Some of the elements in this section are not *required* for your district application, but planning for them will help your Creative District be more successful over time.

ITEM 6: COMMUNITY BUY-IN & CONNECTION

Has this idea been presented to the elected officials in proposed district?

☐ Yes ☐ No ☐ Don't Know

If so, will they officially endorse the Creative District as an approved activity?

☐ Yes ☐ No ☐ Don't Know

If YES, what type of endorsement will they provide?

Are there citizens who can act as advocates or cheerleaders on behalf of the Creative District?

☐ Yes ☐ No ☐ Don't Know

If so, who are they?

Is there broad community buy-in for the proposed Creative District?

☐ Yes ☐ No ☐ Don't Know

Have you made concerted outreach efforts to artists and other creatives? Do you have artists and creatives actively working on your planning committee?

☐ Yes ☐ No ☐ Don't Know

Please describe community outreach activities that your group has done:

Has your outreach been inclusive of underrepresented groups in your community? How are their voices being added to your Creative District planning or activities?

What challenges have you had in your outreach efforts?

How are you ensuring your Creative District activities reflect the diversity of your community?

ITEM 7: BRANDING AND PROMOTION

Based on the arts and creative activities you identified in Section 1, list 3 - 4 target markets for the district. Why would they want to come to this District?

TARGET MARKET 1:

Why will they come to the District?

TARGET MARKET 2:

Why will they come to the District?

TARGET MARKET 3:

Why will they come to the District?

TARGET MARKET 4:

Why will they come to the District?

Will there be a marketing and promotional budget assigned to the promotion of the District?

☐ Yes ☐ No ☐ Don't Know

How does the District intend to promote its arts and tourist activities to these target markets? What types of marketing will you do throughout your first five years of District designation?

What type of marketing or promotional materials or collateral do you think you will need to create in order to successfully market your District?

ITEM 8: ECONOMIC DEVELOPMENT ACTIVITIES

What is the organization(s) that does economic development work on behalf of the local community?

Is there a designated economic development plan that includes the arts as a driver of economic activity?

- ☐ Yes
☐ No
☐ Don't Know

If yes, please describe key aspects of the plan:

[illegible]

Please describe activities that community and this organization does or will do to support **creative-sector** economic development.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

☐ Yes ☐ No ☐ Don't Know

ITEM 9: EDUCATION, WORKFORCE AND JOB CREATION

ARTS EDUCATION & TRAINING

Does the community support and foster arts educational opportunities for K-12 students?

- ☐ Yes
☐ No
☐ Don't Know

What are some of the organizations that do this work? What services do they provide?

Does the local community college/school district offer arts-based job training curriculum?

- ☐ Yes ☐ No ☐ Don't Know

If YES, list the curricula:

WORKFORCE DEVELOPMENT

Does the local workforce development agency have a plan to create **workforce development** opportunities in creative economy jobs in region?

- ☐ Yes ☐ No ☐ Don't Know

Do these plans include disadvantaged demographic groups (such as veterans, low-income, persons with disabilities, etc.)?

- ☐ Yes ☐ No ☐ Don't Know

If YES (to either question), please describe some of the plans that assist with developing the local workforce. *Please note, answering this question may require you to forge a partnership with an organization outside the Creative District region.*

ITEM 10: DEVELOPMENT, LAND USE & HOUSING

LAND USE AND ZONING

Is this area appropriately zoned for intended uses or activities?

☐ Yes ☐ No ☐ Don't Know

Are there restrictions that could hinder potential development of this area (such as restricted-use zones, environmental mitigation, etc.)?

☐ Yes ☐ No ☐ Don't Know

Please list the types of land use zone categories in the area:

Are there infrastructure projects (e.g., traffic mitigation, improved lighting) that may need to take place to make the area more accessible or user-friendly?

☐ Yes ☐ No ☐ Don't Know

Please list any infrastructure upgrades, etc.

RE/DEVELOPMENT OPPORTUNITIES

Are there designated assets that people would like to see redeveloped? *Examples include: historic buildings, transit centers, community plazas, etc..*

☐ Yes ☐ No ☐ Don't Know

Please describe the identified assets.

HOUSING/ARTIST WORKSPACE

Is there a local need for affordable housing and/or workspace for artists?

☐ Yes ☐ No ☐ Don't Know

Please describe the greatest need, and if the Creative District would like to pursue opportunities in this arena:

EVALUATING COMMUNITY ASSETS

A **SWOT analysis** is a powerful tool to help you develop your Creative District. A SWOT helps you organize your top strengths, weaknesses, opportunities and threat into a simple organized list.



SECTION 3: CRAFTING YOUR DISTRICT PLAN

You should have a good understanding of what makes your community unique. You should also know how your community can support a cohesive, sustainable, creative and cultural economy. Now it's time to start crafting your Creative District [program plan](#).

In your plan, you should identify goals for your District, and how you plan to achieve those goals. You should measure your creative economy progress in the form of data tracking. ArtsWA will require specific types of data to be tracked in each Creative District. However, we encourage you to think about what other types of data will help you to measure progress that reflects your community values and standards.

ITEM 11: SETTING GOALS AND MILESTONES

SETTING CREATIVE DISTRICT PROGRAM GOALS

Please describe 3 – 5 **goals** your District would like to achieve over the next 3 – 5 years:

GOAL 1:

How will this goal advance your Creative District?

GOAL 2:

How will this goal advance your Creative District?

GOAL 3:

How will this goal advance your Creative District?

GOAL 4:

How will this goal advance your Creative District?

GOAL 5:

How will this goal advance your Creative District?

SETTING PROGRAM MILESTONES

Please describe program milestones for Program Years 1, 2, 3 and 5:

YEAR 1 MILESTONES:

YEAR 2 MILESTONES:

YEAR 3 MILESTONES:

YEAR 5 MILESTONES:

ITEM 12: MEASURING PROGRESS

TRACKING ECONOMIC DEVELOPMENT DATA

Does the proposed district have economic data to demonstrate current or projected growth of sector(s) in region*? Examples of data to track include:

Data Points	Current Data	5 Year Projection (goal)
Number of creative industry jobs within Creative District boundaries		
Number of creative businesses within Creative District boundaries		
Number of total businesses within Creative district boundaries		
Retail sales tax revenue within Creative district boundaries		
Lodging tax revenue (if applicable)		
Number of visitors/tourists to activities/venues within Creative District boundaries		
Estimated number of children/youth that directly benefit through Creative District activities (include students, participants)		
Artist live/work spaces or affordable housing units		
Number of new business starts within the District boundary annually		

**ArtsWA has a subscription to Creative Vitality Suite, an online tool that tracks economic data in the creative sector throughout the United States. We can help you create a benchmark for data analysis if needed.*

Are there additional categories of data, based on stated community values or standards, that the district would like to track that demonstrate creative economy vitality in the region? Examples include: property value trends, occupancy rates, crime statistics, income levels, relative percentage increase in creative businesses/activities in

ITEM 13: PROGRAM SUSTAINABILITY

The Creative District certification comes with a small one-time seed grant from ArtsWA (subject to availability). Does the proposed district administrator have the ability to provide matching operating funds to begin program?

- ☐ Yes
☐ No
☐ Don't Know

Please describe where these match funds will come from:

[illegible]

Creative District certification lasts for five (5) years. Has the administrative entity thought about how District program activities will be funded during this time?

- ☐ Yes ☐ No ☐ Don't Know

Please describe funding mechanisms. Please provide 5-year funding projections for Creative District:

[illegible]

GLOSSARY

Artistic or cultural activities: arts or culture-related actions by individuals or companies that generate income or develop job or business opportunities.

Arts and culture niche: arts and cultural products, services or activities that appeal to a specific group of people

Asset mapping: a process to make an inventory or 'map' of resources, skills and talents of people and organizations to find out and connect the links between different parts of a community.

Community assets: a resource that can be used to improve the quality of community life. Examples include: the capacities and abilities of community members; a building or place; a business that provides jobs; or local private, public, and nonprofit institutions or organizations

Community development strategy: an action plan created to promote economic and social progress for a community

Competitive advantage: something that a company or community does better than its competitors due to its services or its brand position.

Creative industries: a group of businesses with highly similar, creative activities at their heart. Examples include: design, music, publishing, architecture, film and video, crafts, visual arts, fashion, TV and radio, advertising, culinary arts, and the performing arts.

Creative sector: a general segment within the economy that describes a general economic activity, in this case, arts, culture and creativity.

District administrator: an appointed staff person or organization responsible for overseeing the work plan and activities of the Creative District

Economic development: a sustained community effort to improve the local economy and quality of life by building capacity to adapt to economic change.

Goals: an observable and measurable end result to be completed within a specific time frame.

Identity: the qualities of a person or group that make them different from others; who or what a person or group is,

Memorandum of understanding (MOU): a document that describes a common agreement on an issue between two or more parties. Generally recognized as binding, even if no legal claim could be based on the rights and obligations laid down in them.

Milestone: a task, objective or stage into which a project is divided. Milestones serve as progress markers for monitoring and measuring achievements.

Partnership: a relationship in which two or more people or organizations work together to achieve a common goal.

Program plan: a written plan for a program that defines goals and describes a plan to reach those goals.

Stakeholder: a person and/or organization who has an interest in or investment in an activity, and who is impacted by, and cares about how it turns out

SWOT Analysis: a study taken on by an organization to identify its internal strengths and weaknesses, as well as its external opportunities and threats.

Workforce development: an approach to economic development that works to enhance a region's economic stability by focusing on the overall employment needs of a region.

RESOURCES

[Governing Statute SHB 1183 \(website\)](#)

[List of Approved Creative Industry Job Categories \(NAICS codes\) \(PDF document\)](#)

[List of Occupations by Standard Occupational Classification \(SOC\) Code \(PDF document\)](#)

[Creative Vitality Suite \(website\)](#)

[Labor Market Information - Washington State \(website\)](#)

[How to conduct a SWOT analysis](#)

PROMOTIONAL AND PRESENTATION MATERIALS

[Creative Districts Program Handout \(PDF document\)](#)

[Creative Districts Overview Presentation \(PDF document\)](#)

[Sample Declaration For A City Council or Municipal Government \(PDF document\)](#)

[Sample Press Release for Creative Districts Community Meeting \(PDF document\)](#)

ECONOMIC DEVELOPMENT BEST PRACTICES

[Strengthening Rural Economies Through the Arts: NGA Best Practices August 31, 2005 \(online article\)](#)

[Arts and the Economy: Using Arts and Culture to Stimulate Economic Development \(online article\)](#)

[New Engines of Growth: Five Roles for Arts, Culture and Design \(online article\)](#)

[Promoting Film and Media to Enhance State Economic Development \(online article\)](#)

[Community as Canvas: The Power of Culture in the Emergence of Intelligent Communities \(PDF document\)](#)

[How to Do Creative Placemaking, National Endowment of the Arts \(PDF document\)](#)

[Rural Prosperity through the Arts & Creative Sector, National Governors Association \(PDF document\)](#)

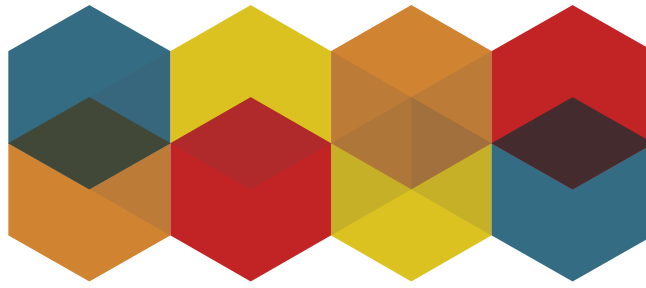
CREATIVE DISTRICT PRE-APPLICATION CHECKLIST

MINIMUM REQUIREMENTS TO APPLY

- ☐ Designated, contiguous geographic area recognized by local municipal entity
- ☐ Area is walkable and/or easily navigable
- ☐ Concentration of artistic or cultural activities and/or minimum of 1 - 2 primary arts-related industries occurring in region
- ☐ Clearly defined arts and culture identity, and brand
- ☐ Structured entity formally recognized by local government designated as district administrator, with assigned staff role to carry out Creative District activities
- ☐ Administrative entity has a minimum \$20,000 total annual operating budget (includes entire budget, not just Creative District funds)
- ☐ Broad community buy-in for community designation as Creative District
- ☐ Partnership agreement amongst entities, to help guide activities in district
- ☐ Program strategic plan (covering 3 - 5 years of activity)
- ☐ Site visit to proposed district by Creative District program staff has been scheduled or completed

ADDITIONAL CONSIDERATIONS FOR A SUCCESSFUL DISTRICT

- ☐ Actively promoting local arts, culture and tourist activities
- ☐ Appropriately zoned for activities/intended uses
- ☐ Engaged in preservation or promotion of cultural or historical heritage
- ☐ Exploring opportunities around maker space and/or affordable housing for artists and creatives
- ☐ Active engagement and participation in District by artist and creatives
- ☐ Active engagement and participation in District by a diverse coalition of community members, including underrepresented groups
- ☐ Economic and workforce development plans to bolster creative economy for region
- ☐ Economic development data to demonstrate current or projected growth of sector(s) in region
- ☐ Engaged in attracting creative entrepreneurs, investment and/or other related economic development activities to community

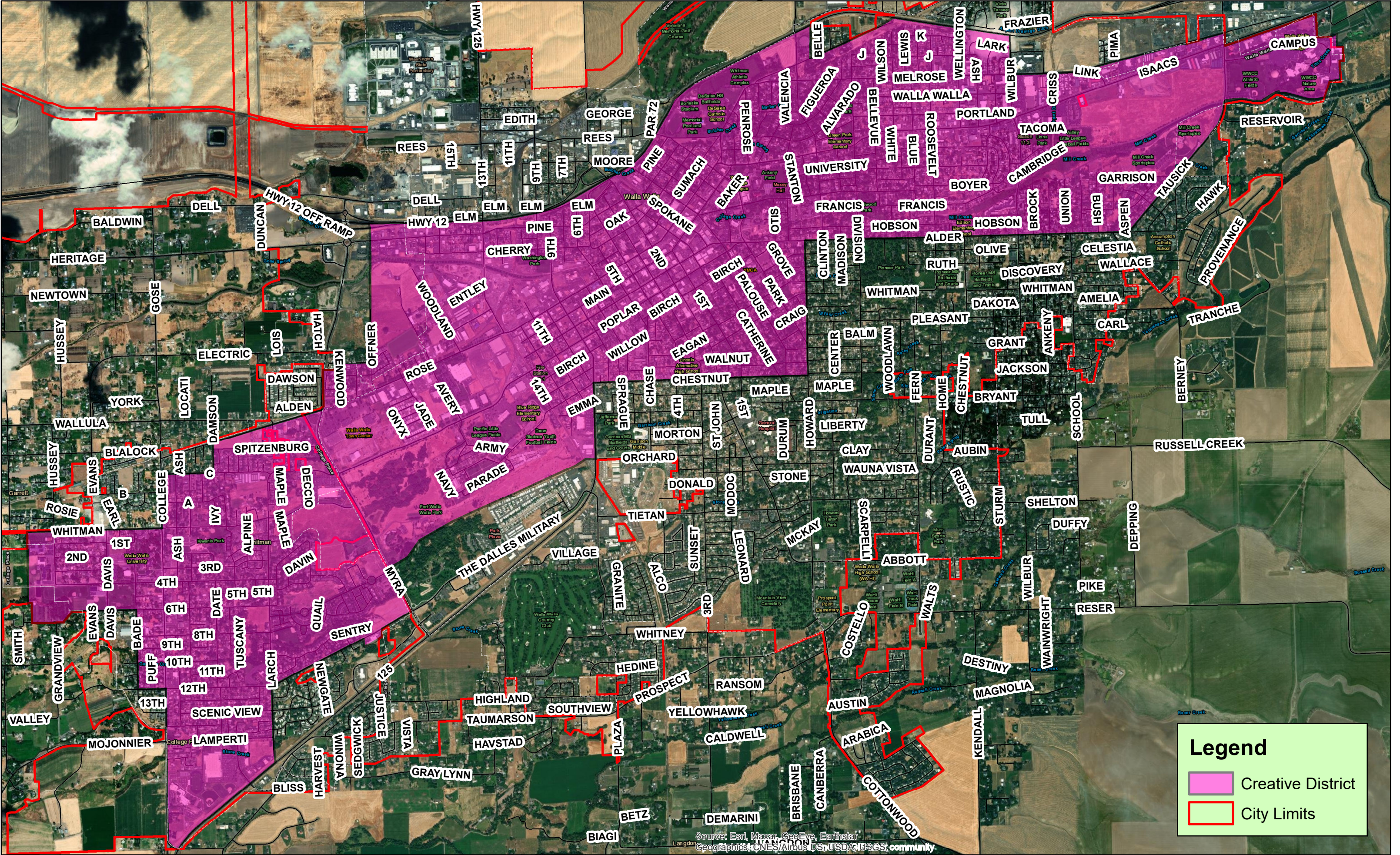


WASHINGTON CERTIFIED
CREATIVE DISTRICTS PROGRAM



Annette Roth, Creative Districts Program Manager
Washington State Arts Commission | PO Box 42675 | Olympia WA 98504-2675 | www.arts.wa.gov
360-252-9982 direct | 360-753-3860 agency | annette.roth@arts.wa.gov

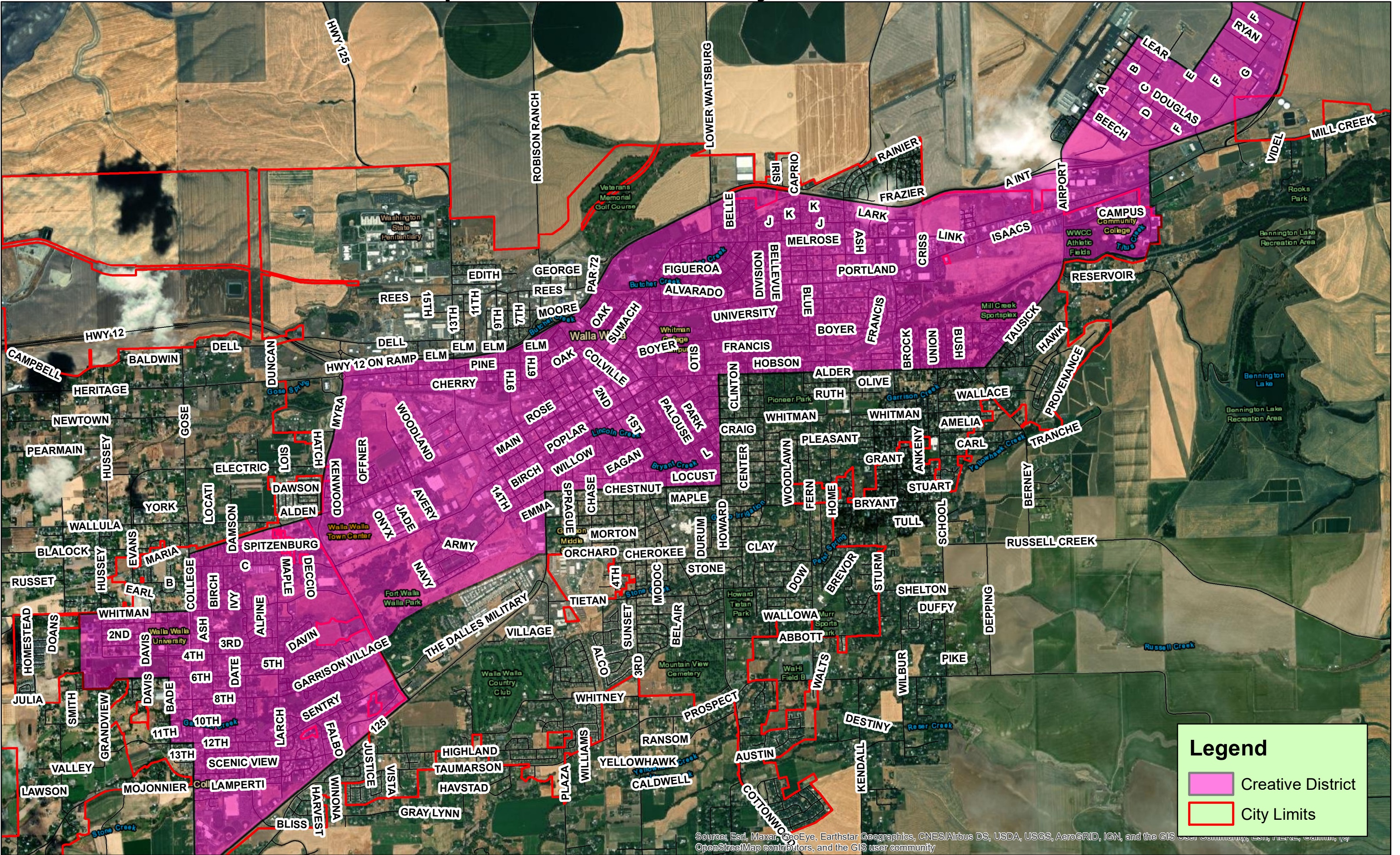
Proposed Walla Walla Valley Creative District



Legend

-  Creative District
-  City Limits

Proposed Walla Walla Valley Creative District



Legend

- Creative District
- City Limits

Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS user community, Esri, HERE, DeLorme, Mapbox, OpenStreetMap contributors, and the GIS user community

City of College Place, Washington
RESOLUTION NO. 22-022

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE, WASHINGTON REGARDING AUTHORIZING CITY ADMINISTRATOR TO SIGN SEEK GRANT SUBCONTRACTOR AGREEMENTS WITH COLLEGE PLACE PUBLIC SCHOOLS, WALLA WALLA CAMPFIRE, AND SONBRIDGE CENTER FOR BETTER LIVING TOTALING \$216,375.

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

Whereas, the City worked with its recreation partners to turn in a competitive proposal to the Association of Washington Cities, Washington Park & Recreation Association, and the State to scale up youth recreation programming in Summer 2022; and

Whereas, the City received correspondence that all three program submittals will receive full grant funding and the City will need to write subcontract agreements with the partner agencies; and

Whereas, the College Place City Council authorized the City Administrator to sign a SEEK Grant Agreement with Association of Washington Cities as part of Resolution #22-014 adopted on February 22nd, 2022.

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

1. Authorize the City Administrator to sign a subcontractor agreement with College Place Public Schools for summer youth programming in the amount of \$134,000.
2. Authorize the City Administrator to sign a subcontractor agreement with Sonbridge Center for Better Living for summer youth programming in the amount of \$32,375.
3. Authorize the City Administrator to sign a subcontractor agreement with Walla Walla Campfire for summer youth programming in the amount of \$50,000.

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 8th day of March, 2022.

Attest:

Norma L. Hernández, Mayor

Lisa R. Neissl, CMC
City Clerk

Subcontractor Grant Agreement between the City of College Place, a municipal corporation, & College Place Public Schools, a public school district, for Summer 2022 Youth Recreation Program/Project Funding through the Summer Experiences & Enrichment for Kids Fund (SEEK Fund)

WHEREAS, the City of College Place, Washington; hereinafter referred to as “CITY” is a non-charter code city entitled to the privileges defined in RCW Title 35A; and

WHEREAS, the College Place School District #250; hereinafter referred to as “SCHOOL” is a K thru 12 public school district in the State of Washington; and

WHEREAS, the term “PARTIES” denotes CITY and SCHOOL; and

WHEREAS, the Association of Washington Cities, Washington Park & Recreation Association, and the State of Washington developed the Summer Experiences & Enrichment Program (SEEK) grant fund to cover the costs to expand youth recreation programming throughout Fiscal Year 2022; and

WHEREAS, the CITY partnered with SCHOOL to submit for \$134,000 in grant funds to cover the costs to establish an intramural summer sports program; and

WHEREAS, the College Place City Council accepted a grant agreement through Association of Washington Cities via adoption of Resolution #22-014 during the February 22nd, 2022 City Council meeting; and

WHEREAS, the CITY per the grant agreement needs to have a subcontractor agreement in place with the SCHOOL before program implementation;

NOW THEREFORE, it is hereby resolved between the PARTIES as follows:

1. The PARTIES must abide by the conditions in the SEEK Funding Opportunity Subcontractor Funding Agreement signed between the CITY and Association of Washington Cities via Resolution #22-014 which is attached to this Agreement via Appendix A.
2. The SCHOOL must manage the program budget in accordance with the costs outlined in the Project Costs Worksheet identified via Appendix B. Reimbursement sheets can be turned into the CITY on a monthly basis and the CITY will submit documents to Association of Washington Cities for reimbursement as outlined in Subcontractor Funding Agreement in Appendix A.
3. The SCHOOL must provide a youth recreation program as outlined in the narrative written by the SCHOOL and submitted to Association of Washington Cities by the City. The narrative is attached to this Agreement as Appendix C.

Adopted by the City Council of the City of College Place, Washington, this ____ day of _____, 2022

ATTEST:

Mike Rizzitiello, City Administrator

Lisa R. Neissl, CMC
City Clerk

Adopted by the School Board of College Place School District #250 this ____ day of _____, 2022

ATTEST:

,Board President

, Board Clerk

City of College Place, Washington
RESOLUTION NO. 22-014

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE, WASHINGTON REGARDING AUTHORIZING ACCEPTANCE OF FY 2022 SEEK GRANT TOTALING \$216,375 AND PERMITTING THE CITY ADMINISTRATOR TO SIGN THE GRANT AGREEMENT.

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

Whereas, the City worked with its recreation partners to turn in a competitive proposal to the Association of Washington Cities, Washington Park & Recreation Association, and the State to scale up youth recreation programming in Summer 2022; and

Whereas, the City received correspondence that all three program submittals will receive full grant funding and the City will need to write subcontract agreements with the partner agencies; and

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

- 1. Accept FY 2022 SEEK Grant for three grant applications for College Place Public Schools, Campfire, and Sonbridge totaling \$216,375 and authorizing the City Administrator to sign associated grant documents.**

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 22nd day of February, 2022.

DocuSigned by:
Norma L. Hernandez

Norma L. Hernandez, Mayor

Attest:

DocuSigned by:
Lisa R. Neissl

Lisa R. Neissl, CMC
City Clerk

SEEK Funding Opportunity Subcontractor Funding Agreement

Association of Washington Cities
Service Subcontract (“Subcontract”) with

City of College Place
through

Summer Experiences & Enrichment for Kids Fund (SEEK Fund)
A program of the Washington Office of Superintendent of Public Instruction
(OSPI)

For

Jurisdiction Name	City of College Place
Program Description	1. City of College Place & Sonbridge Center for Better Living: Valley Adventure Camps & Hispanic Youth Leadership 2. City of College Place & College Place Public Schools: Youth Intramural Recreation Programming 3. City of College Place, WA & Campfire Walla Walla Summer Camp Program

Start date: April 15, 2022

End date: November 15, 2022

FACE SHEET**Subcontract Number: 22-19****Association of Washington Cities (AWC)****Summer Experiences & Enrichment for Kids (SEEK) Fund**

The Association of Washington Cities (AWC) is working in collaboration with and generally under the direction from OSPI to provide evidence-based, outdoor, summer enrichment programs to youth in K-12 (ages 4-21). Funds for this subcontract are intended to prevent, prepare for, or respond to the COVID-19 pandemic, including its impact on the social, emotional, mental health, and academic needs of students.

1. Subcontractor Agency Name Mailing Address Physical Address Phone Number		2. Subcontractor Doing Business As (optional) DBA Name DBA Mailing Address DBA Physical Address	
3. Subcontractor Representative Michael Rizzitiello mrizzitiello@cpwa.us		4. AWC Representative Jacob Ewing Legislative Policy Analyst (360) 753-4137 jacob@awcnet.org 1076 Franklin Street SE Olympia, WA 98501	
5. Subcontract Amount \$216375	6. Start Date April 15, 2022	7. End Date November 15, 2022	8. Tax ID # Insert Tax ID
9. Subcontract Purpose Carry out summer activities under the OSPI SEEK program as described in Attachment A.			
AWC and the Subcontractor, as defined above, acknowledge and accept the terms of this Subcontract and attachments and have executed this Subcontract on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Subcontract are governed by this Subcontract and the following other documents incorporated by reference: Subcontractor General Terms and Conditions including Attachment "A" – SEEK Application/Scope of Work; Attachment "B" – Project Costs Worksheet; Attachment "C" – Subcontractor Data Collection; Attachment (D) – Subcontractor Agent(s); Attachment E - Proclamation 21-14 COVID-19 Vaccination Certification.			
FOR SUBCONTRACTOR _____ _____ Date		FOR Association of Washington Cities _____ _____ Date	

Last revision 11/23/2021

SEEK Funding Opportunity Subcontractor Funding Agreement

1. **SUBCONTRACT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the Subcontract contact person for all communications and billings regarding the performance of this Subcontract.

The Representative for AWC and their contact information are identified on the Face Sheet of this Subcontract.

The Representative for the Subcontractor and their contact information are identified on the Face Sheet of this Subcontract.

2. **PAYMENT**

AWC shall pay an amount not to exceed **\$216375** for the performance of all things necessary for or incidental to the performance of work as set forth in the SEEK Application and described in Attachment A. Subcontractor's compensation for services rendered shall be based on the completion of duties as outlined in the SEEK application, in Attachment A, in accordance with the following sections.

3. **BILLING PROCEDURES AND PAYMENT**

AWC will reimburse Subcontractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for AWC not more often than monthly. Subcontractor will use the invoice form provided by AWC to request reimbursement.

The invoices shall describe and document, to AWC's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the **Subcontract Number 22-19**. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

If errors are found in the submitted invoice or supporting documents, AWC will notify the Subcontractor to make corrections in a timely manner, resubmit the invoice and/or supporting documentation as requested, and notify AWC.

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

AWC may, in its sole discretion, terminate the Subcontract or withhold payments claimed by the Subcontractor for services rendered if the Subcontractor fails to satisfactorily comply with any term or condition of this Subcontract.

No payments in advance or in anticipation of services or supplies to be provided under this Subcontract shall be made by AWC.

Duplication of Billed Costs

The Subcontractor shall not bill AWC for services performed under this Subcontract, and AWC shall not pay the Subcontractor, if the Subcontractor is entitled to payment or has been or will be paid by any other source, including grants, for that service. This does not include fees charged for summer recreation programs.

Disallowed Costs

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

SEEK Funding Opportunity Subcontractor Funding Agreement

Final Reimbursement and Reporting Deadline

When the project is completed the Subcontractor must submit a final invoice, final report, and supporting documents needed to close out the project no later than **October 1, 2022**.

AWC shall withhold 10 percent (10%) from each payment until acceptance by AWC of the final reporting from the Subcontractor has been submitted and verified.

4. SUBCONTRACTOR DATA COLLECTION/REPORTING REQUIREMENTS

Subcontractor will submit reports, in a form and format to be provided by AWC (See Attachment C). Data must be provided to AWC along with final billing.

5. AGENT(S)

Agent(s) in this contract refers to any third-party entity and its employees that the Subcontractor has subcontracted with to provide services funded through this agreement. The Subcontractor is responsible for ensuring that any agent complies with the provision herein.

Any of the Subcontractor's agent(s) that will provide director supervision of youth through programs funded by this contract must be listed in Attachment D – Subcontractor Agent(s) and must provide proof of insurance per Section 6 of this document.

6. INSURANCE

a. Workers' Compensation Coverage. The Subcontractor shall at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the fullest extent applicable. This requirement includes the purchase of industrial insurance coverage for the Subcontractor's employees, as may now hereafter be required of an "employer" as defined in Title 51 RCW. Such workers' compensation and occupational disease requirements shall include coverage for all employees of the Subcontractor, and for all employees of any subcontract retained by the Subcontractor, suffering bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Subcontract. Satisfaction of these requirements shall include, but shall not be limited to:

- i. Full participation in any required governmental occupational injury and/or disease insurance program, to the extent participation in such a program is mandatory in any jurisdiction;
- ii. Purchase workers' compensation and occupational disease insurance benefits to employees in full compliance with all applicable laws, statutes, and regulations, but only to the extent such coverage is not provided under mandatory governmental program in "a" above, and/or;
- iii. Maintenance of a legally permitted and governmentally approved program of self-insurance for workers' compensation and occupational disease.

Except to the extent prohibited by law, the program of the Subcontractor's compliance with workers' compensation and occupational disease laws, statutes, and regulations in 1), 2), and 3) above shall provide for a full waiver of rights of subrogation against AWC, its directors, officers, and employees.

SEEK Funding Opportunity Subcontractor Funding Agreement

If the Subcontractor, or any agent retained by the Subcontractor, fails to effect and maintain a program of compliance with applicable workers’ compensation and occupational disease laws, statutes, and regulations and AWC incurs fines or is required by law to provide benefits to such employees, to obtain coverage for such employees, the Contractor will indemnify AWC for such fines, payment of benefits to Subcontractor or Subcontractor employees or their heirs or legal representatives, and/or the cost of effecting coverage on behalf of such employees. Any amount owed AWC by the Subcontractor pursuant to the indemnity may be deducted from any payments owed by AWC to the Subcontractor for the performance of this Subcontract.

b. Automobile Insurance. In the event that services delivered pursuant to this Subcontract involve the use of vehicles, owned or operated by the Subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is:

\$1,000,000 per accident, using a Combined Single Limit for bodily injury and property damage.

c. Business Automobile Insurance. In the event that services performed under this Subcontract involve the use of vehicles or the transportation of clients, automobile liability insurance shall be required. If Subcontractor-owned personal vehicles are used, a Business Automobile policy covering a minimum Code 2 “owned autos only” must be secured. If the Subcontractor’s employees’ vehicles are used, the Subcontractor must also include under the Business Automobile policy Code 9, coverage for “non-owned autos.” The minimum limits for automobile liability is:

\$1,000,000 per accident, using a Combined Single Limit for bodily injury and property damage.

d. Public Liability Insurance (General Liability). The Subcontractor shall at all times during the term of this Subcontract, at its cost and expense, carry and maintain general public liability insurance, including contractual liability, against claims for bodily injury, personal injury, death, or property damage occurring or arising out of services provided under this Subcontract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Subcontractor or its officers, agents, representatives, assigns or servants. The limits of liability insurance, which may be increased from time to time as deemed necessary by AWC, with the approval of the Subcontractor (which shall not be unreasonably withheld), shall not be less than as follows:

Each Occurrence	\$1,000,000
Products-Completed Operations Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$ 50,000

e. Local Governments that Participate in a Self-Insurance Program.

Alternatively, Subcontractors may maintain a program of self-insurance or participate in a property/liability pool with adequate limits to comply with the Subcontract insurance requirements or as is customary to the contractor or subcontractor’s business, operations/industry, and the performance of its respective obligations under this Subcontract.

SEEK Funding Opportunity Subcontractor Funding Agreement

- f. Additional Insured.** The Office of Superintendent of Public Instruction, and the Association of Washington Cities, shall be specifically named as an additional insured on all policies, including Public Liability and Business Automobile, except for liability insurance on privately-owned vehicles, and all policies shall be primary to any other valid and collectible insurance.

AWC and OSPI may waive the requirement to be specially named as an additional insured on policies, including Public Liability and Business Automobile, provided that the Subcontractor provides: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pools must comply with RCW 48.62, the requirements of the Office of Risk Management and Local Government Self Insurance Program, the Washington State Auditor's reporting requirements and all related federal and state regulations.

Subcontractors participating in a joint risk pool shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The AWC and OPSI, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

- g. Proof of Insurance.** Certificates and or evidence satisfactory to the AWC confirming the existence, terms and conditions of all insurance required above shall be delivered to AWC within five (5) days of the Subcontractor's receipt of Authorization to Proceed.

- h. General Insurance Requirements.** Subcontractor shall, at all times during the term of the Subcontract and at its cost and expense, buy and maintain insurance of the types and amounts listed above. Failure to buy and maintain the required insurance may result in the termination of the Subcontract at AWC's option. By requiring insurance herein, AWC does not represent that coverage and limits will be adequate to protect Subcontractor and such coverage and limits shall not limit Subcontractor's liability under the indemnities and reimbursements granted to AWC in this Subcontract.

Subcontractor shall include all agents of the Subcontractor as insureds under all required insurance policies, or shall furnish proof of insurance and endorsements for each agent. Agent(s) must comply fully with all insurance requirements stated herein. Failure of agent(s) to comply with insurance requirements does not limit Subcontractor's liability or responsibility.

7. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Subcontract and Subcontractor General Terms and Conditions
- Attachment A – SEEK Application & Scope of Work
- Attachment B – Budget and Project Costs Worksheet
- Attachment C – Subcontractor Reporting Requirements
- Attachment D – Subcontractor Agent(s)
- Attachment E - Proclamation 21-14 COVID-19 Vaccination Certification

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SUBCONTRACTOR GENERAL TERMS AND CONDITIONS

1. **Access to Data.** In compliance with Chapter 39.26 RCW, the Subcontractor shall provide access to data generated under this Subcontract to AWC, and to the extent necessary to comply with RCW 39.26, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Subcontractor's reports, including computer models and methodology for those models.
2. **Alterations and Amendments.** This Subcontract may be amended only by mutual agreement of the parties in writing. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.
3. **Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, also referred to as the "ADA" 28 CFR Part 35.** In relation to this Subcontract, the Subcontractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
4. **Assignment.** Neither this Subcontract, nor any claim arising under this Subcontract, shall be transferred or assigned by the Subcontractor without prior written consent of AWC.
5. **Assurances.** AWC and the Subcontractor agree that all activity pursuant to this Subcontract will be in accordance with all applicable current federal, state and local laws, rules and regulations.
6. **Attorney's Fees.** In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney's fees and costs.
7. **Budget Revisions.** Any monetary amount budgeted by the terms of this Subcontract for various activities and line item objects of expenditure, as outlined in Attachment B – Budget and Project Costs Worksheet, may be revised without prior written approval of AWC, so long as the revision is no more than ten percent (10%) of the original line item amount and the increase in an amount is offset by a decrease in one or more other amounts equal to or greater than the increase. All other budget revisions exceeding ten percent (10%) shall only be made with the prior written approval of AWC. Subcontractor will use the funding change request form provided by AWC to request these budget revisions.
8. **Certification Regarding Debarment, Suspension, and Ineligibility.** The Subcontractor certifies that neither it nor its principals are debarred, suspended, proposed for debarment, or voluntarily excluded from participation in transactions by any federal department or agency. The Subcontractor further certifies that they will ensure that potential subcontractors or any of their principals are not debarred, suspended, proposed for debarment, or voluntarily excluded from participation in covered transactions by any federal department or agency. "Covered transactions" include procurement contracts for goods that are expected to equal or exceed twenty-five thousand dollars (\$25,000). Subcontractor may do so by obtaining a certification statement from the potential subcontractor or subrecipient or by checking online at the System for Award Management (SAM), Excluded Parties List. The Subcontractor shall immediately notify the AWC if, during the term of this subcontract, Subcontractor becomes debarred. AWC may immediately terminate this Subcontract by providing Subcontractor written notice if Subcontractor becomes debarred during the term of this Subcontract.

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The Subcontractor also certifies that neither it nor its principals are debarred, suspended, or proposed for debarment from participation in transactions by any state department or agency. The Subcontractor further certifies that they will ensure that potential subcontractors or any of their principals are not debarred, suspended, or proposed for debarment from participation in covered transactions by any state department or agency.

- 9. Certification Regarding Lobbying.** The Subcontractor certifies that Federal-appropriated funds will not be used to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Subcontractor shall require its agents to certify compliance with this provision.
- 10. Certification Regarding Wage Violations.** The Subcontractor certifies that within three (3) years prior to the date of execution of this Subcontract, Subcontractor has not been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW chapters 49.46, 49.48, or 49.52.

The Subcontractor further certifies that it will remain in compliance with these requirements during the term of this Subcontract. Subcontractor will immediately notify AWC of any finding of a willful violation entered by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction entered during the term of this Subcontract.

- 11. Change in Status.** In the event of substantive change in the legal status, organizational structure, or fiscal reporting responsibility of the Subcontractor, Subcontractor agrees to notify AWC of the change. Subcontractor shall provide notice as soon as practicable, but no later than thirty (30) days after such a change takes effect.
- 12. Confidentiality.** The Subcontractor acknowledges that all of the data, material and information which originates from this Subcontract, and any student assessment data, material and information which will come into its possession in connection with performance under this Subcontract, consists of confidential data owned by AWC or confidential personally identifiable data subject to the federal Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) or other privacy laws, and that the data must be secured and protected from unauthorized disclosure by the Subcontractor. The Subcontractor is wholly responsible for compliance with FERPA requirements.

The Subcontractor, therefore, agrees to hold all such material and information in strictest confidence, not to make use thereof other than for the performance of this Subcontract, to release it only to authorized employees and agents requiring such information and not release or disclose it to any other party. The Subcontractor agrees to release such information or material only to employees and agents who have signed a written agreement expressly prohibiting disclosure or usages not specifically authorized by this Subcontract. The parties acknowledge the release of records may be subject to the Public Records Act, RCW 42.56, and further acknowledge that Washington law and court order may compel disclosure of certain records; this provision does not apply to records compelled by law or court order.

- 13. Copyright Provisions.** Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and copyright shall be owned by the

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Superintendent of Public Instruction (Superintendent). The Superintendent shall be considered the author of such Materials. If Materials are not considered “works for hire”, Subcontractor hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to the Superintendent effective from the moment of creation of such Materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Copyright ownership includes the right to patent, register and the ability to transfer these rights.

Subcontractor understands that, except where otherwise agreed to in writing or approved by the Superintendent or designee, all original works of authorship produced under this Contract shall carry a [Creative Commons Attribution License](#), version 4.0 or later.

All Materials the Subcontractor has adapted from others’ existing openly licensed resources must be licensed with the least restrictive open license possible that is not in conflict with existing licenses.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, Subcontractor will license the materials to allow others to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. If the Subcontractor would like to limit these pre-existing portions of the work to [non-commercial use](#), the [Creative Commons Attribution-NonCommercial-ShareAlike](#) license, version 4.0 or later, is acceptable for these specific sections.

The Subcontractor warrants and represents that Subcontractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to apply such a license.

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

- 14. Covenant Against Contingent Fees.** The Subcontractor warrants that no person or selling agent has been employed or retained to solicit or secure this Subcontract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agent maintained by the Subcontractor for the purpose of securing business. AWC shall have the right, in the event of breach of this clause by the Subcontractor, to annul this Subcontract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fees.
- 15. Disputes.** In the event that a dispute arises under this Subcontract, the parties will use their best efforts to amicably resolve any dispute, including use of alternative dispute resolution options.

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- 16. Duplicate Payment.** AWC shall not pay the Subcontractor, if the Subcontractor has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.
- 17. Entire Agreement.** This Subcontract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Subcontract shall be deemed to exist or to bind any of the parties hereto.
- 18. Ethical Conduct.** Neither the Subcontractor nor any employee or agent of the Subcontractor shall participate in the performance of any duty or service in whole or part under this Subcontract in violation of, or in a manner that violates any provision of the Ethics in Public Service law at Chapter 42.52 RCW, RCW 42.17A.550, RCW 42.17A.555, and 41.06.250 prohibiting the use of public resources for political purposes.
- 19. Governing Law and Venue.** This Subcontract shall be construed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.
- 20. Indemnification.** To the fullest extent permitted by law, Subcontractor shall indemnify, defend and hold harmless AWC and all officials, agents, and employees of AWC, from and against all claims for injuries or death arising out of or resulting from the performance of this Subcontract. "Claim" as used in this Subcontract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Additionally, "claims" shall include but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice or in unlawful restraint of competition. Subcontractor's obligation to indemnify, defend and hold harmless includes any claim by Subcontractor's agents, employees, representatives, or any subcontractor or its employees.
- Subcontractor expressly agrees to indemnify, defend, and hold harmless AWC for any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines out of or incident to Subcontractor's or its subcontractor's performance or failure to perform the Subcontract. Subcontractor's obligation to indemnify, defend, or hold harmless AWC shall not be eliminated or reduced by any actual or alleged concurrent negligence by AWC, or their agents, employees, or officials.
- Subcontractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless AWC, and their agents, employees, or officials.
- 21. Independent Capacity of the Subcontractor.** The parties intend that an independent Subcontractor relationship will be created by this Subcontract. The Subcontractor and his/her employees or agents performing under this Subcontract are not employees or agents of AWC. The Subcontractor will not hold itself out as nor claim to be an officer or employee of AWC, the Superintendent or of the state of Washington by reason hereof, nor will the Subcontractor make any claim or right, privilege, or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Subcontractor.

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- 22. Licensing and Accreditation Standards.** The Subcontractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary to the performance of this Subcontract.
- 23. Limitation of Authority.** Only AWC or AWC's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Subcontract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this Subcontract is not effective or binding unless made in writing and signed by AWC.
- 24. Non-Discrimination.** The Subcontractor shall comply with all the federal and state non-discrimination laws, regulations and policies, which are otherwise applicable to AWC. Accordingly, no person shall, on the ground of sex, race, creed, religion, color, national origin, marital status, families with children, age, veteran or military status, sexual orientation, gender expression, gender identity, disability, or the use of a trained dog guide or service animal, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any activity performed by the Subcontractor and its agents under this Subcontract. The Subcontractor shall notify AWC immediately of any allegations, claims, disputes, or challenges made against it under non-discrimination laws, regulations, or policies, or under the Americans with Disabilities Act. In the event of the Subcontractor's noncompliance or refusal to comply with this nondiscrimination provision, this Subcontract may be rescinded, cancelled or terminated in whole or part, and the Subcontractor may be declared ineligible for further contracts with AWC.
- 25. Overpayments.** Subcontractor shall refund to AWC the full amount of any overpayment under this Subcontract within thirty (30) calendar days of written notice. If Subcontractor fails to make a prompt refund, AWC may charge Subcontractor one percent (1%) per month on the amount due until paid in full.
- 26. Public Disclosure.** Subcontractor acknowledges that AWC is subject to the Washington State Public Records Act, Chapter 42.56 RCW, and AWC acknowledges that the Subcontractor is subject to the Washington State Public Records Act, Chapter 42.56 RCW, and that this Subcontract shall be a public record as defined in RCW 42.56. Any specific information that is claimed by either party to be confidential or proprietary must be clearly identified as such by that party. To the extent consistent with chapter 42.56 RCW, each party shall attempt reasonably to maintain the confidentiality of all such information marked confidential or proprietary. If a request is made to view such information, the party receiving the public records request will notify the other party of the request and the date that such records will be released to the requester unless the other party obtains a court order enjoining that disclosure. If such party fails to obtain the court order enjoining disclosure, the party receiving the records request will release the requested information on the date specified.
- 27. Publicity.** The Subcontractor agrees to submit to AWC all advertising and publicity matters relating to this Subcontract which in the AWC's judgment, AWC or the Superintendent's name can be implied or is specifically mentioned. The Subcontractor agrees not to publish or use such advertising and publicity matters without the prior written consent of AWC.

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28. Registration with Department of Revenue. The Subcontractor shall complete registration with the Department of Revenue and be responsible for payment of all taxes due on payments made under this Subcontract.

29. Records Maintenance. The Subcontractor shall maintain all books, records, documents, data and other evidence relating to this Subcontract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Subcontract. Subcontractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Subcontract, shall be subject at all reasonable times to inspection, review or audit by the AWC or the Superintendent, personnel duly authorized by AWC or the Superintendent, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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

30. Right of Inspection. The Subcontractor shall provide right of access to its facilities utilized under this Subcontract to AWC or any of its officers responsible for executing the terms of this Subcontract at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Subcontract on behalf of AWC. All inspections and evaluations shall be performed in such a manner that will not unduly interfere with the Subcontractor's business or work hereunder.

31. Severability. The provisions of this Subcontract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.

32. Subcontracting. Neither the Subcontractor nor any agent of the Subcontractor shall enter into subcontracts for any of the work contemplated under this Subcontract without obtaining prior written approval of AWC. Subcontractor is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Subcontract are included in any and all Subcontracts. In no event shall the existence of the subcontract operate to release or reduce liability of the Subcontractor to the AWC for any breach in the performance of the Subcontractor's duties. This clause does not include contracts of employment between the Subcontractor and personnel assigned to work under this Subcontract.

If, at any time during the progress of the work, AWC determines in its sole judgment that any agent of the Subcontractor is incompetent, AWC shall notify the Subcontractor, and the Subcontractor shall take immediate steps to terminate the agent's involvement in the work. The rejection or approval by AWC of any agent or the termination of an agent shall not relieve the Subcontractor of any of its responsibilities under the Subcontract, nor be the basis for additional charges to AWC.

33. Taxes. All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Subcontractor or its staff shall be the sole responsibility of the Subcontractor.

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- 34. Technology Security Requirements.** The security requirements in this document reflect the applicable requirements of Standard 141.10 (<https://ocio.wa.gov/policies>) of the Office of the Chief Information Officer for the state of Washington, which by this reference are incorporated into this agreement.

The Subcontractor acknowledges it is required to comply with WaTech Office of Chief Information Officer (OCIO) IT Security Policy 141 and OCIO IT Security Standard 141.10, Securing Information Technology Assets. OCIO IT Security Standard 141.10, Securing Information Technology Assets, applies to all Superintendent assets stored as part of a service, application, data, system, portal, module, components or plug-in product(s) that are secured as defined by the WaTech OCIO's IT Security Policy 141 and OCIO IT Security Standard 141.10, Securing Information Technology Assets.

As part of OCIO IT Security Standard 141.10, a design review checklist and/or other action may be required. These activities will be managed and coordinated between AWC and the Subcontractor. Any related costs to performing these activities shall be at the expense of the Subcontractor. Any such activities and resulting checklist and/or other products must be shared with AWC.

- 35. Termination for Convenience.** Except as otherwise provided in this Subcontract, the Superintendent or Superintendent's Designee may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Subcontract in whole or in part. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered to and received by the Subcontractor as of midnight the second day of mailing in the absence of proof of actual delivery to and receipt by the Subcontractor. If this Subcontract is so terminated, AWC shall be liable only for payment required under the terms of the Subcontract for services rendered or goods delivered prior to the effective date of termination.

- 36. Termination for Default.** In the event AWC determines the Subcontractor has failed to comply with the conditions of this Subcontract in a timely manner, AWC has the right to suspend or terminate this Subcontract. AWC shall notify the Subcontractor in writing of the need to take corrective action. If corrective action is not taken within thirty (30) days, the Subcontract may be terminated. AWC reserves the right to suspend all or part of the Subcontract, withhold further payments, or prohibit the Subcontractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Subcontractor or a decision by AWC to terminate the Contract. In the event of termination, the Subcontractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Subcontract and the replacement or cover Subcontract and all administrative costs directly related to the replacement Subcontract, e.g., cost of the competitive bidding, mailing, advertising and staff time. The termination shall be deemed to be a "Termination for Convenience" if it is determined that the Subcontractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of the AWC provided in this Subcontract are not exclusive and are in addition to any other rights and remedies provided by law.

- 37. Termination Due to Funding Limitations or Contract Renegotiation, Suspension.** In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Subcontract and prior to normal completion of this Subcontract, with the notice specified below and without liability for damages:

- a. At AWC's discretion, AWC may give written notice of intent to renegotiate the Subcontract under the revised funding conditions.

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- b. At AWC's discretion, AWC may give written notice to Subcontractor to suspend performance when AWC determines there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Subcontractor's performance to be resumed.
 - (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
 - (2) When AWC determines that the funding insufficiency is resolved, it will give the Subcontractor written notice to resume performance, and Subcontractor shall resume performance.
 - (3) Upon the receipt of notice under b. (2), if Subcontractor is unable to resume performance of this Subcontract or if the Subcontractor's proposed resumption date is not acceptable to AWC and an acceptable date cannot be negotiated, AWC may terminate the Subcontract by giving written notice to the Subcontractor. The parties agree that the Subcontract will be terminated retroactive to the date of the notice of suspension. AWC shall be liable only for payment in accordance with the terms of this Subcontract for services rendered prior to the retroactive date of termination.
- c. AWC may immediately terminate this Subcontract by providing written notice to the Subcontractor. The termination shall be effective on the date specified in the termination notice. AWC shall be liable only for payment in accordance with the terms of this Subcontract for services rendered prior to the effective date of termination. No penalty shall accrue to AWC in the event the termination option in this section is exercised.
- d. For purposes of this section, "written notice" may include email.

38. Termination Procedure. Upon termination of this Subcontract the AWC, in addition to other rights provided in this Subcontract, may require the Subcontractor to deliver to AWC any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The AWC shall pay to the Subcontractor the agreed upon price, if separately stated, for completed work and services accepted by AWC and the amount agreed upon by the Subcontractor and AWC for (a) completed work and services for which no separate price is stated, (b) partially completed work and services, (c) other property or services which are accepted by AWC, and (d) the protection and preservation of the property, unless the termination is for default, in which case AWC shall determine the extent of the liability. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause for this Subcontract. The AWC may withhold from any amounts due to the Subcontractor such sum as AWC determines to be necessary to protect AWC against potential loss or liability.

The rights and remedies of AWC provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law under this Subcontract.

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After receipt of a notice of termination, and except as otherwise directed by the Superintendent, the Subcontractor shall:

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

39. Treatment of Assets. Except as otherwise provided for in the Subcontract, the ownership and title to all real property and all personal property exceeding a value of \$5,000 purchased by the Subcontractor in the course of performing this Subcontract with moneys paid by the Superintendent shall vest in the Superintendent, except for supplies consumed in performing this Subcontract. The Subcontractor shall (1) maintain a current inventory of all the real and personal property; (2) label all the property "State of Washington, Superintendent of Public Instruction"; and, (3) surrender property and title to the Superintendent without charge prior to settlement upon completion, termination or cancellation of this Contract.

If any property is lost, destroyed, or damaged, the Subcontractor shall notify the Superintendent and take all reasonable steps to protect the property from further damage.

All reference to the Subcontractor under this clause shall include Subcontractor's employees and agents.

40. Waiver. A failure by either part to exercise its rights under this Subcontract shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this agreement. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of

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this Subcontract unless stated to be such in writing and signed by personnel authorized to bind each of the parties.

Attachment A**SEEK Application & Scope of Work*****Insert detailed project description as included in the Funding Opportunity application & Attach SEEK Funding Application*****City of College Place & Sonbridge Center for Better Living: Valley Adventure Camps & Hispanic Youth Leadership**

The purpose of this program is to provide supplies to aide in the execution of Valley Adventure Camps and Hispanic Youth Leadership. These programs serve about 100 kids between 10 and 18 years of age. Themed camp events run the gamut for five days a week for 10 weeks ranging from caving, music, drama, science, clown, lodge, water, and computer camps. Each participant would participate in about 400 hours of activities. These programs would be offered between June 1st and August 15th.

City of College Place & College Place Public Schools: Youth Intramural Recreation Programming

College Place Public Schools, at the direction of its Board of Directors is pursuing funding avenues to support our students in healthy activities. We have seen a significant decline in student health, level of physical activity, and ability to successfully interact with other same-age peers. Due to the isolation of the pandemic, finding an array of activities that can persist year-round to keep students engaged will be critical to our community students' growth moving forward. This request will support our current endeavors to provide after-school and weekend activities to keep our students active. We are looking to target students exiting grades Kindergarten through four for summer 2022 from our Elementary School (Davis Elementary) and hoping to support the private elementary students in our community as well if possible. The goal will be to bridge the roughly ten weeks of summer with week long instruction and engagement in fun activities. Students of all income levels will be able to participate as we utilize a sliding scale to adjust costs based on their Federal Free/Reduced Meal status. We would expect that we could staff roughly 100 campers over the summer to provide for proper supervision. The District would offer its buses and facilities to be used without a rental fee; only gas, driver, and cleaning fees. The request is to fund four staff members full time for the duration of the summer to include four weeks included for recruitment, setup and logistics. Each employee will be full time at forty hours per week with hourly wages between \$18.00-\$28.00/hour depending on level (one supervisor and three employees). Each employee will be responsible for designing the lessons, games, and activities and for their instruction. Staff will be responsible for student supervision from arrival until departure. Grant funds will be combined with District dollars to provide supplies that will allow for the use of shared spaces. Multiple portable soccer goals will allow for games on multiple fields simultaneously and support long-term development of larger programs. Portable pickleball nets and the equipment will allow for outdoor spaces of sidewalks and courts to become pickleball courts. Portable volleyball nets and standards too will allow for transforming any outdoor space into a useable volleyball court. Finally, Frisbee Golf goals will be purchased to create courses for students to use and enjoy. The goal is to create a program that students can engage in numerous activities over a number of weeks that will promote them getting active, learning new skills, working as a part of team, gaining interpersonal and social skills, and return them for the 2022-2023 school year prepared and ready for success.

City of College Place, WA & Campfire Walla Walla Summer Camp Program

Kiwanis Park Summer Day Camp Provided by Camp Fire Walla Walla Funds Requested: \$50,000 Program Focus Area(s): Youth Summer Day Camp (primary focus); Art Programs, Environmental Programs, STEM, Outdoor Recreation (secondary focus) Communities Impacted: Low-income families, Rural or geographically isolated families (primary focus); English as a second language, Youth in foster care (secondary focus) PROGRAM DESCRIPTION Describe the youth experience the program will provide (what they will do): The Camp Fire Day Camp experience includes a blend of small and large group activities that promote the Camp Fire mission: To provide youth with opportunities to find their spark, lift their voice, and discover who they are. We offer a wide variety of activities: sports and field games, art, music, science experiments, cooperative games, reading, skits and storytelling, gardening, swimming, hiking and nature exploration, and community service projects. Through these activities, we strive to help children explore new interests and develop skills, build healthy social-emotional connections with each other, improve physical and mental health, and practice leadership, communication, and solution-finding skills. Detail how the program will prioritize activities that promote students connecting socially with their classmates, encourage students to engage in physical activity, and address participants' mental health and academic needs: To meet the social, emotional, and academic needs of our campers and to provide them with engaging and enriching outdoor experiences, we plan activities with some (very positive) ulterior motives in mind. Rather than just including simple directions for accomplishing each activity or task, our day camp lesson plans have a deeper purpose. For instance, while campers may think they are simply making a list of activities they would like to do, Camp Fire staff teach them the process of brainstorming, what it means to reserve judgement, techniques for making sure everyone has a turn to express their opinion, methods of making fair decisions together, discussing pros and cons, etc. An art project is rarely just an art project; a soccer game is rarely just a soccer game; they are opportunities to develop social-emotional skills with the guidance of camp counselors who are skilled in the art of facilitation. Describe how each program will enhance access for those who have been historically underserved or are struggling due to income disparities and/or COVID-19 impacts (students from low-income families, students of color, children with disabilities, English learners, migratory students, students experiencing homelessness, and children and youth in foster care)? Our schedule and selection of activities promotes campers connecting socially with their peers and encourages physical activity. We offer children a chance to select activities that interest them individually, as well as plenty of opportunities to participate in group activities that they might not yet realize they enjoy. While we want campers to feel comfortable, we also want to challenge them to go outside their comfort zone; try new activities, meet new people, join an active game when they usually tend to like quiet reading, try painting when they usually gravitate toward sports. While our campers' parents appreciate the variety of activities, the aspect of day camp they appreciate most is having dependable, affordable childcare. List ways in which the program will reduce/remove institutional and systemic barriers to participation. Income Based Fees: The weekly fee will be variable based on family income, and additional scholarship funds will be available for families whose financial circumstances are further constrained. Bilingual Staff & Promotional Materials: Several of staff are bilingual/bicultural and able to help ESL families with registration. Our promotional and informational material will be printed in both Spanish and English. Central Location: Camp is intentionally located at Kiwanis Park, a central location that is within walking distance and/or on a bus route for families who lack transportation. Explain how these funds allow your agency to provide services that it would not be able to otherwise. Receiving these funds will allow us to set camp fees at a level that is financially affordable for more families and provide additional financial assistance to families with constrained incomes. List program partnerships with organizations that work with underserved and/or economically disadvantaged youth populations. We are partnering with the City of College Place (use of Kiwanis Park), Place Public Schools (emergency use of Davis Elementary), and United Way of the Blue Mountains (limited financial support) to provide Camp Fire Day Camp to families in the College Place school district. Indicate whether the program for which

you are seeking funds is fee-based. If fees are charged, please indicate whether your program will provide scholarships for underserved populations or other ways your program will ensure that costs are not a barrier. The actual break-even cost of running this program is \$235 per child per week, assuming 40 participants. With grant funding, program fees will be set at \$150 per child per week. This is an \$85 subsidy per child per week, totaling \$34,000. We are also requesting an additional \$16,000 to provide additional financial assistance through scholarships to particularly low-income families. The financial assistance application process will be clear and well-promoted, and available in both English and Spanish. Beyond the \$50,000 total grant request, additional donations from local organizations and individuals will be sought to provide additional need-based financial assistance so that cost is not a barrier. Provide the estimated number of hours each participant will spend outdoors: Campers check-in between 7:30 am and check-out between 4 and 5:30pm, and the program is based outside at Kiwanis Park picnic shelter. Although we can go inside Davis Elementary in the event of inclement weather, our campers will spend 7-10 hours outside every day. Explain time frames during which the program will be offered. Include the number of hours per day or week as well as the planned dates for the program during the summer of 2022. The program will run Monday through Friday for 10 weeks, June 20 through August 26. 7:30am through 5:30pm. Most campers attend for the full day, participating in activities for 35-50 hours per week. YOUTH SERVED Describe the K-12 youth (ages 4 to 21) who will participate and be served through this program. The Camp Fire Day Camp program is available to children entering 1st through 6th grade this coming school year. They and their families are residents of College Place and/or students in the College Place school district. Describe your outreach, specifically noting how you plan to serve those most impacted by the COVID-19 pandemic such as students from low-income families, students of color, children with disabilities, English learners, migratory students, students experiencing homelessness, and children and youth in foster care. College Place has fewer outdoor recreation opportunities and a population that includes more financially strained families, more people of color, and more English language learners. We will share print and electronic materials in both Spanish and English and collaborate with local agencies who work closely with under-served populations to get the word out about our programs and financial assistance. Explain how target youth populations will be recruited to participate. Our recruiting includes Spanish-English printed materials which will be shared throughout the community and school district, with a particular focus on getting information into the hands of low-income families. Through the financial assistance application process, low-income families will have priority in registering early for the program. Explain how these funds will create more access to underserved and/or economically disadvantaged youth. With grant funding, program fees will be set at a level that is financially affordable and variable, based on families' income level, and additional financial assistance will be available to low-income, under-served families as needed. List any barriers that prevent participants from outdoor programming? We have tried to mitigate and minimize barriers that prevent children from participating in our program and are able to serve children experiencing a mild to moderate level cognitive and/or physical challenges. Provide potential number of K-12 youth (ages 4 to 21) who would be served. We hope to serve at least 40 children during each of the 10-week sessions. _____ Main Contact Information Name: Janet Adams Email: janet@wwcampfire.org Phone: 5095253180

Attachment B

Budget & Project Costs Worksheet

Budget (as presented in the SEEK application Project Costs Worksheet)

Project: City of College Place & Sonbridge Center for Better Living: Valley Adventure Camps & Hispanic Youth Leadership

Project Costs	Summer 2022
Staff	\$56000
Equipment & supplies (i.e. sports equipment, art supplies, or water and snacks) (<i>must be directly related to program being offered</i>)	\$20000
Scholarships or subsidies	\$41000
Transportation	\$12000
Facilities	\$5000
Professional Services (please be specific on type of service)	\$
Fees (such as entrance fees for field trips)	\$
**Meals	\$
Other (please specify)	\$
TOTAL	\$134000

Project: City of College Place & College Place Public Schools: Youth Intramural Recreation Programming

Project Costs	Summer 2022
Staff	\$ Staff Costs
Equipment & supplies (i.e. sports equipment, art supplies, or water and snacks) (<i>must be directly related to program being offered</i>)	\$ Equipment & Staff Costs
Scholarships or subsidies	\$ Scholarships or Subsidies Costs
Transportation	\$ Transportation Costs
Facilities	\$ Facility Costs
Professional Services (please be specific on type of service)	\$ Professional services Costs
Fees (such as entrance fees for field trips)	\$ Fees
**Meals	\$ Meal Costs
Other (please specify)	\$ Other Costs
TOTAL	\$32375

Project: City of College Place, WA & Campfire Walla Walla Summer Camp Program

Project Costs	Summer 2022
Staff	\$
Equipment & supplies (i.e. sports equipment, art supplies, or water and snacks) <i>(must be directly related to program being offered)</i>	\$
Scholarships or subsidies	\$50000
Transportation	\$
Facilities	\$
Professional Services (please be specific on type of service)	\$
Fees (such as entrance fees for field trips)	\$
**Meals	\$
Other (please specify)	\$
TOTAL	\$50000

Attachment C

Subcontractor Reporting Requirements

Reports must contain the following information:

- Describe the K-12-aged (4 to 21) youth who participated through this program including disaggregated data about student age range, gender, race/ethnicity, FRPL status, and other student information.
- Describe the type of program funded and the geographic area served.
- Explain how the program targeted youth populations were recruited to participate.
- Explain how these funds were used to create more access to underserved and/or economically disadvantaged youth.
- What disproportionately impacted communities did the summer recreation program serve?
- Discuss program successes and challenges.

Attachment D**Subcontractor Agent(s)**

List any Subcontractor Agent(s) that will provide director supervision of youth in a program funded through SEEK.

Name of Agent	Address
Agent #1	Agent Address #1
Agent #2	Agent Address #2
Agent #3	Agent Address #3
Agent #4	Agent Address #4
Agent #5	Agent Address #5
Agent #6	Agent Address #6
Agent #7	Agent Address #7

Attachment E**Proclamation 21-14 COVID-19 Vaccination Certification**

To reduce the spread of COVID-19, Washington state Governor Jay Inslee, pursuant to emergency powers authorized in RCW 43.06.220, issued [Proclamation 21-14 – COVID-19 Vaccination Requirement \(dated August 9, 2021\)](#), as amended by [Proclamation 21-14.1 – COVID-19 Vaccination Requirement \(dated August 20, 2021\)](#) and as amended by [Proclamation 21-14.2 – COVID-19 Vaccination Requirement \(dated September 27, 2021\)](#), and as may be amended thereafter. The Proclamation requires contractors who have goods, services, or public works contracts with a Washington state agency to ensure that their personnel (including subcontractors and agents) who perform contract activities on-site comply with the COVID-19 vaccination requirements, unless exempted as prescribed by the Proclamation. AWC is under contract with OSPI and as such is required to meet these requirements and ensure that any subcontractors also comply.

By entering into this agreement, the Subcontractor agrees to comply as follows:

1. Has reviewed and understands Subcontractor's obligations as set forth in Proclamation 21-14 – COVID-19 Vaccination Requirement (dated August 9, 2021), as amended by Proclamation 21-14.1 – COVID-19 Vaccination Requirement (dated August 20, 2021), and as amended by Proclamation 21-14.2 – COVID-19 Vaccination Requirement (dated September 27, 2021);
2. Has developed a COVID-19 Vaccination Verification Plan for Subcontractor's personnel (including agents) that complies with the above-referenced Proclamation;
3. Has obtained a copy or visually observed proof of full vaccination against COVID-19 for Subcontractor personnel (including agents) who are subject to the vaccination requirement in the above-referenced Proclamation;
4. Complies with the requirements for granting disability and religious accommodations for Subcontractor personnel (including agents) who are subject to the vaccination requirement in the above-referenced Proclamation;
5. Has operational procedures in place to ensure that any contract activities that occur in person and on-site at OSPI premises (other than only for a short period of time during a given day and where any moments of close proximity to others on-site will be fleeting – e.g., a few minutes for deliveries) that are performed by Subcontractor personnel (including agents) will be performed by personnel who are fully vaccinated or properly exempted as required by the above-referenced Proclamation;
6. Has operational procedures in place to enable Subcontractor personnel (including agents) who perform contract activities on-site and at OSPI premises to provide compliance documentation that such personnel are in compliance with the above referenced Proclamation;
7. Will provide to OSPI or AWC, upon request, Subcontractor's COVID-19 Vaccination Verification Plan and related records, except as prohibited by law, and will cooperate with any investigation or inquiry pertaining to the same.



Project Costs Worksheet

Agency Name: College Place Public Schools

Program / Project Name: Active Kids, Healthy Kids 2022

Indicate below how funds will be used and at what level, being as specific as possible. Staff training and travel and capital infrastructure costs are ineligible for funding. Equipment and supplies that relate directly to the program being offered (such as renting a bus or van for trips) are eligible. Supplies must not exceed a \$5000/unit maximum cost.

Project Costs	Summer 2022
Staff	\$ 56000 4 staff x 40 hours x 14 weeks
Equipment & supplies (i.e. sports equipment, art supplies, or water and snacks) <i>(must be directly related to program being offered)</i>	\$ 20,000 Portable Full Size Soccer Goals--\$10,000 Portable Pickleball Nets--\$500 Pickleball Paddles--\$3,000 Portable VB Nets/Standards \$1,500 Basketball, VB, Pickleballs, Frisbee--\$1,500 Frisbee Golf Goals--\$1,500 Snacks--\$2,000
Scholarships or subsidies	\$ 41,000
Transportation	\$ 12,000
Facilities	\$ 5,000
Professional Services (please be specific on type of service)	\$ 0
Fees for activities or field trips (such as entrance fees for field trips)	\$ 0
**Meals	\$ 0
Other (please specify)	\$ 0
TOTAL	\$ 134,000

**Is your agency a current sponsor of the OSPI meal program or are you planning on being a site for the first time in the summer of 2022? (Only if the answer is "no" can meals be an allowable expense.)

College Place Public Schools SEEK Grant Application Narrative:

College Place Public Schools, at the direction of its Board of Directors is pursuing funding avenues to support our students in healthy activities. We have seen a significant decline in student health, level of physical activity, and ability to successfully interact with other same-age peers. Due to the isolation of the pandemic, finding an array of activities that can persist year-round to keep students engaged will be critical to our community students' growth moving forward. This request will support our current endeavors to provide after-school and weekend activities to keep our students active.

We are looking to target students exiting grades Kindergarten through four for summer 2022 from our Elementary School (Davis Elementary) and hoping to support the private elementary students in our community as well if possible. The goal will be to bridge the roughly ten weeks of summer with week long instruction and engagement in fun activities. Students of all income levels will be able to participate as we utilize a sliding scale to adjust costs based on their Federal Free/Reduced Meal status. We would expect that we could staff roughly 100 campers over the summer to provide for proper supervision. The District would offer its buses and facilities to be used without a rental fee; only gas, driver, and cleaning fees

The request is to fund four staff members full time for the duration of the summer to include four weeks included for recruitment, setup and logistics. Each employee will be full time at forty hours per week with hourly wages between \$18.00-\$28.00/hour depending on level (one supervisor and three employees). Each employee will be responsible for designing the lessons, games, and activities and for their instruction. Staff will be responsible for student supervision from arrival until departure.

Grant funds will be combined with District dollars to provide supplies that will allow for the use of shared spaces. Multiple portable soccer goals will allow for games on multiple fields simultaneously and support long-term development of larger programs. Portable pickleball nets and the equipment will allow for outdoor spaces of sidewalks and courts to become pickleball courts. Portable volleyball nets and standards too will allow for transforming any outdoor space into a useable volleyball court. Finally, Frisbee Golf goals will be purchased to create courses for students to use and enjoy.

The goal is to create a program that students can engage in numerous activities over a number of weeks that will promote them getting active, learning new skills, working as a part of team, gaining interpersonal and social skills, and return them for the 2022-2023 school year prepared and ready for success.

Subcontractor Grant Agreement between the City of College Place, a municipal corporation, & Sonbridge Center for Better Living, a 501©3 non-profit, for Summer 2022 Youth Recreation Program/Project Funding through the Summer Experiences & Enrichment for Kids Fund (SEEK Fund)

WHEREAS, the City of College Place, Washington; hereinafter referred to as “CITY” is a non-charter code city entitled to the privileges defined in RCW Title 35A; and

WHEREAS, the Sonbridge Center for Better Living; hereinafter referred to as “SONBRIDGE” is a 501©3 non-profit that provides youth recreation activities in the State of Washington; and

WHEREAS, the term “PARTIES” denotes CITY and SONBRIDGE; and

WHEREAS, the Association of Washington Cities, Washington Park & Recreation Association, and the State of Washington developed the Summer Experiences & Enrichment Program (SEEK) grant fund to cover the costs to expand youth recreation programming throughout Fiscal Year 2022; and

WHEREAS, the CITY partnered with SONBRIDGE to submit for \$32,375 in grant funds to cover the costs to subsidize the Hispanic Youth Leadership Group and provide for scholarships to the Valley Adventure Camps Program; and

WHEREAS, the College Place City Council accepted a grant agreement through Association of Washington Cities via adoption of Resolution #22-014 during the February 22nd, 2022 City Council meeting; and

WHEREAS, the CITY per the grant agreement needs to have a subcontractor agreement in place with the SONBRIDGE before program implementation;

NOW THEREFORE, it is hereby resolved between the PARTIES as follows:

1. The PARTIES must abide by the conditions in the SEEK Funding Opportunity Subcontractor Funding Agreement signed between the CITY and Association of Washington Cities via Resolution #22-014 which is attached to this Agreement via Appendix A.
2. SONBRIDGE must manage the program budget in accordance with the costs outlined in the Project Costs Worksheet identified via Appendix B. Reimbursement sheets can be turned into the CITY on a monthly basis and the CITY will submit documents to Association of Washington Cities for reimbursement as outlined in Subcontractor Funding Agreement in Appendix A.
3. SONBRIDGE must provide a youth recreation program as outlined in the narrative written by SONBRIDGE and submitted to Association of Washington Cities by the City. The narrative is attached to this Agreement as Appendix C.

Adopted by the City Council of the City of College Place, Washington, this ____ day of _____, 2022

ATTEST:

Mike Rizzitiello, City Administrator

Lisa R. Neissl, CMC
City Clerk

Adopted by the Board of Sonbridge Center for Better Living this ____ day of _____, 2022

ATTEST:

,Board President

, Board Clerk

City of College Place, Washington
RESOLUTION NO. 22-014

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE, WASHINGTON REGARDING AUTHORIZING ACCEPTANCE OF FY 2022 SEEK GRANT TOTALING \$216,375 AND PERMITTING THE CITY ADMINISTRATOR TO SIGN THE GRANT AGREEMENT.

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

Whereas, the City worked with its recreation partners to turn in a competitive proposal to the Association of Washington Cities, Washington Park & Recreation Association, and the State to scale up youth recreation programming in Summer 2022; and

Whereas, the City received correspondence that all three program submittals will receive full grant funding and the City will need to write subcontract agreements with the partner agencies; and

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

- 1. Accept FY 2022 SEEK Grant for three grant applications for College Place Public Schools, Campfire, and Sonbridge totaling \$216,375 and authorizing the City Administrator to sign associated grant documents.**

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.

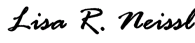
Effective Date. This resolution shall take effect and be in full force upon its passage as provided by law.

PASSED by the City Council of the City of College Place, Washington, this 22nd day of February, 2022.

DocuSigned by:


Norma L. Hernandez, Mayor

Attest:

DocuSigned by:


Lisa R. Neissl, CMC
City Clerk

SEEK Funding Opportunity Subcontractor Funding Agreement

**Association of Washington Cities
Service Subcontract (“Subcontract”) with**

City of College Place
through

Summer Experiences & Enrichment for Kids Fund (SEEK Fund)
A program of the Washington Office of Superintendent of Public Instruction
(OSPI)

For

Jurisdiction Name	City of College Place
Program Description	1. City of College Place & Sonbridge Center for Better Living: Valley Adventure Camps & Hispanic Youth Leadership 2. City of College Place & College Place Public Schools: Youth Intramural Recreation Programming 3. City of College Place, WA & Campfire Walla Walla Summer Camp Program

Start date: April 15, 2022

End date: November 15, 2022

FACE SHEET**Subcontract Number: 22-19****Association of Washington Cities (AWC)****Summer Experiences & Enrichment for Kids (SEEK) Fund**

The Association of Washington Cities (AWC) is working in collaboration with and generally under the direction from OSPI to provide evidence-based, outdoor, summer enrichment programs to youth in K-12 (ages 4-21). Funds for this subcontract are intended to prevent, prepare for, or respond to the COVID-19 pandemic, including its impact on the social, emotional, mental health, and academic needs of students.

1. Subcontractor Agency Name Mailing Address Physical Address Phone Number		2. Subcontractor Doing Business As (optional) DBA Name DBA Mailing Address DBA Physical Address	
3. Subcontractor Representative Michael Rizzitiello mrizzitiello@cpwa.us		4. AWC Representative Jacob Ewing Legislative Policy Analyst (360) 753-4137 jacob@awcnet.org 1076 Franklin Street SE Olympia, WA 98501	
5. Subcontract Amount \$216375	6. Start Date April 15, 2022	7. End Date November 15, 2022	8. Tax ID # Insert Tax ID
9. Subcontract Purpose Carry out summer activities under the OSPI SEEK program as described in Attachment A.			
AWC and the Subcontractor, as defined above, acknowledge and accept the terms of this Subcontract and attachments and have executed this Subcontract on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Subcontract are governed by this Subcontract and the following other documents incorporated by reference: Subcontractor General Terms and Conditions including Attachment "A" – SEEK Application/Scope of Work; Attachment "B" – Project Costs Worksheet; Attachment "C" – Subcontractor Data Collection; Attachment (D) – Subcontractor Agent(s); Attachment E - Proclamation 21-14 COVID-19 Vaccination Certification.			
FOR SUBCONTRACTOR _____ _____ Date		FOR Association of Washington Cities _____ _____ Date	

Last revision 11/23/2021

SEEK Funding Opportunity Subcontractor Funding Agreement

1. **SUBCONTRACT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the Subcontract contact person for all communications and billings regarding the performance of this Subcontract.

The Representative for AWC and their contact information are identified on the Face Sheet of this Subcontract.

The Representative for the Subcontractor and their contact information are identified on the Face Sheet of this Subcontract.

2. **PAYMENT**

AWC shall pay an amount not to exceed **\$216375** for the performance of all things necessary for or incidental to the performance of work as set forth in the SEEK Application and described in Attachment A. Subcontractor's compensation for services rendered shall be based on the completion of duties as outlined in the SEEK application, in Attachment A, in accordance with the following sections.

3. **BILLING PROCEDURES AND PAYMENT**

AWC will reimburse Subcontractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for AWC not more often than monthly. Subcontractor will use the invoice form provided by AWC to request reimbursement.

The invoices shall describe and document, to AWC's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the **Subcontract Number 22-19**. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

If errors are found in the submitted invoice or supporting documents, AWC will notify the Subcontractor to make corrections in a timely manner, resubmit the invoice and/or supporting documentation as requested, and notify AWC.

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

AWC may, in its sole discretion, terminate the Subcontract or withhold payments claimed by the Subcontractor for services rendered if the Subcontractor fails to satisfactorily comply with any term or condition of this Subcontract.

No payments in advance or in anticipation of services or supplies to be provided under this Subcontract shall be made by AWC.

Duplication of Billed Costs

The Subcontractor shall not bill AWC for services performed under this Subcontract, and AWC shall not pay the Subcontractor, if the Subcontractor is entitled to payment or has been or will be paid by any other source, including grants, for that service. This does not include fees charged for summer recreation programs.

Disallowed Costs

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

SEEK Funding Opportunity Subcontractor Funding Agreement

Final Reimbursement and Reporting Deadline

When the project is completed the Subcontractor must submit a final invoice, final report, and supporting documents needed to close out the project no later than **October 1, 2022**.

AWC shall withhold 10 percent (10%) from each payment until acceptance by AWC of the final reporting from the Subcontractor has been submitted and verified.

4. SUBCONTRACTOR DATA COLLECTION/REPORTING REQUIREMENTS

Subcontractor will submit reports, in a form and format to be provided by AWC (See Attachment C). Data must be provided to AWC along with final billing.

5. AGENT(S)

Agent(s) in this contract refers to any third-party entity and its employees that the Subcontractor has subcontracted with to provide services funded through this agreement. The Subcontractor is responsible for ensuring that any agent complies with the provision herein.

Any of the Subcontractor's agent(s) that will provide director supervision of youth through programs funded by this contract must be listed in Attachment D – Subcontractor Agent(s) and must provide proof of insurance per Section 6 of this document.

6. INSURANCE

a. Workers' Compensation Coverage. The Subcontractor shall at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the fullest extent applicable. This requirement includes the purchase of industrial insurance coverage for the Subcontractor's employees, as may now hereafter be required of an "employer" as defined in Title 51 RCW. Such workers' compensation and occupational disease requirements shall include coverage for all employees of the Subcontractor, and for all employees of any subcontract retained by the Subcontractor, suffering bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Subcontract. Satisfaction of these requirements shall include, but shall not be limited to:

- i. Full participation in any required governmental occupational injury and/or disease insurance program, to the extent participation in such a program is mandatory in any jurisdiction;
- ii. Purchase workers' compensation and occupational disease insurance benefits to employees in full compliance with all applicable laws, statutes, and regulations, but only to the extent such coverage is not provided under mandatory governmental program in "a" above, and/or;
- iii. Maintenance of a legally permitted and governmentally approved program of self-insurance for workers' compensation and occupational disease.

Except to the extent prohibited by law, the program of the Subcontractor's compliance with workers' compensation and occupational disease laws, statutes, and regulations in 1), 2), and 3) above shall provide for a full waiver of rights of subrogation against AWC, its directors, officers, and employees.

SEEK Funding Opportunity Subcontractor Funding Agreement

If the Subcontractor, or any agent retained by the Subcontractor, fails to effect and maintain a program of compliance with applicable workers’ compensation and occupational disease laws, statutes, and regulations and AWC incurs fines or is required by law to provide benefits to such employees, to obtain coverage for such employees, the Contractor will indemnify AWC for such fines, payment of benefits to Subcontractor or Subcontractor employees or their heirs or legal representatives, and/or the cost of effecting coverage on behalf of such employees. Any amount owed AWC by the Subcontractor pursuant to the indemnity may be deducted from any payments owed by AWC to the Subcontractor for the performance of this Subcontract.

b. Automobile Insurance. In the event that services delivered pursuant to this Subcontract involve the use of vehicles, owned or operated by the Subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is:

\$1,000,000 per accident, using a Combined Single Limit for bodily injury and property damage.

c. Business Automobile Insurance. In the event that services performed under this Subcontract involve the use of vehicles or the transportation of clients, automobile liability insurance shall be required. If Subcontractor-owned personal vehicles are used, a Business Automobile policy covering a minimum Code 2 “owned autos only” must be secured. If the Subcontractor’s employees’ vehicles are used, the Subcontractor must also include under the Business Automobile policy Code 9, coverage for “non-owned autos.” The minimum limits for automobile liability is:

\$1,000,000 per accident, using a Combined Single Limit for bodily injury and property damage.

d. Public Liability Insurance (General Liability). The Subcontractor shall at all times during the term of this Subcontract, at its cost and expense, carry and maintain general public liability insurance, including contractual liability, against claims for bodily injury, personal injury, death, or property damage occurring or arising out of services provided under this Subcontract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Subcontractor or its officers, agents, representatives, assigns or servants. The limits of liability insurance, which may be increased from time to time as deemed necessary by AWC, with the approval of the Subcontractor (which shall not be unreasonably withheld), shall not be less than as follows:

Each Occurrence	\$1,000,000
Products-Completed Operations Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$ 50,000

e. Local Governments that Participate in a Self-Insurance Program.

Alternatively, Subcontractors may maintain a program of self-insurance or participate in a property/liability pool with adequate limits to comply with the Subcontract insurance requirements or as is customary to the contractor or subcontractor’s business, operations/industry, and the performance of its respective obligations under this Subcontract.

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- f. Additional Insured.** The Office of Superintendent of Public Instruction, and the Association of Washington Cities, shall be specifically named as an additional insured on all policies, including Public Liability and Business Automobile, except for liability insurance on privately-owned vehicles, and all policies shall be primary to any other valid and collectible insurance.

AWC and OSPI may waive the requirement to be specially named as an additional insured on policies, including Public Liability and Business Automobile, provided that the Subcontractor provides: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pools must comply with RCW 48.62, the requirements of the Office of Risk Management and Local Government Self Insurance Program, the Washington State Auditor's reporting requirements and all related federal and state regulations.

Subcontractors participating in a joint risk pool shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The AWC and OPSI, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

- g. Proof of Insurance.** Certificates and or evidence satisfactory to the AWC confirming the existence, terms and conditions of all insurance required above shall be delivered to AWC within five (5) days of the Subcontractor's receipt of Authorization to Proceed.

- h. General Insurance Requirements.** Subcontractor shall, at all times during the term of the Subcontract and at its cost and expense, buy and maintain insurance of the types and amounts listed above. Failure to buy and maintain the required insurance may result in the termination of the Subcontract at AWC's option. By requiring insurance herein, AWC does not represent that coverage and limits will be adequate to protect Subcontractor and such coverage and limits shall not limit Subcontractor's liability under the indemnities and reimbursements granted to AWC in this Subcontract.

Subcontractor shall include all agents of the Subcontractor as insureds under all required insurance policies, or shall furnish proof of insurance and endorsements for each agent. Agent(s) must comply fully with all insurance requirements stated herein. Failure of agent(s) to comply with insurance requirements does not limit Subcontractor's liability or responsibility.

7. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Subcontract and Subcontractor General Terms and Conditions
- Attachment A – SEEK Application & Scope of Work
- Attachment B – Budget and Project Costs Worksheet
- Attachment C – Subcontractor Reporting Requirements
- Attachment D – Subcontractor Agent(s)
- Attachment E - Proclamation 21-14 COVID-19 Vaccination Certification

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SUBCONTRACTOR GENERAL TERMS AND CONDITIONS

1. **Access to Data.** In compliance with Chapter 39.26 RCW, the Subcontractor shall provide access to data generated under this Subcontract to AWC, and to the extent necessary to comply with RCW 39.26, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Subcontractor's reports, including computer models and methodology for those models.
2. **Alterations and Amendments.** This Subcontract may be amended only by mutual agreement of the parties in writing. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.
3. **Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, also referred to as the "ADA" 28 CFR Part 35.** In relation to this Subcontract, the Subcontractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
4. **Assignment.** Neither this Subcontract, nor any claim arising under this Subcontract, shall be transferred or assigned by the Subcontractor without prior written consent of AWC.
5. **Assurances.** AWC and the Subcontractor agree that all activity pursuant to this Subcontract will be in accordance with all applicable current federal, state and local laws, rules and regulations.
6. **Attorney's Fees.** In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney's fees and costs.
7. **Budget Revisions.** Any monetary amount budgeted by the terms of this Subcontract for various activities and line item objects of expenditure, as outlined in Attachment B – Budget and Project Costs Worksheet, may be revised without prior written approval of AWC, so long as the revision is no more than ten percent (10%) of the original line item amount and the increase in an amount is offset by a decrease in one or more other amounts equal to or greater than the increase. All other budget revisions exceeding ten percent (10%) shall only be made with the prior written approval of AWC. Subcontractor will use the funding change request form provided by AWC to request these budget revisions.
8. **Certification Regarding Debarment, Suspension, and Ineligibility.** The Subcontractor certifies that neither it nor its principals are debarred, suspended, proposed for debarment, or voluntarily excluded from participation in transactions by any federal department or agency. The Subcontractor further certifies that they will ensure that potential subcontractors or any of their principals are not debarred, suspended, proposed for debarment, or voluntarily excluded from participation in covered transactions by any federal department or agency. "Covered transactions" include procurement contracts for goods that are expected to equal or exceed twenty-five thousand dollars (\$25,000). Subcontractor may do so by obtaining a certification statement from the potential subcontractor or subrecipient or by checking online at the System for Award Management (SAM), Excluded Parties List. The Subcontractor shall immediately notify the AWC if, during the term of this subcontract, Subcontractor becomes debarred. AWC may immediately terminate this Subcontract by providing Subcontractor written notice if Subcontractor becomes debarred during the term of this Subcontract.

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The Subcontractor also certifies that neither it nor its principals are debarred, suspended, or proposed for debarment from participation in transactions by any state department or agency. The Subcontractor further certifies that they will ensure that potential subcontractors or any of their principals are not debarred, suspended, or proposed for debarment from participation in covered transactions by any state department or agency.

- 9. Certification Regarding Lobbying.** The Subcontractor certifies that Federal-appropriated funds will not be used to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Subcontractor shall require its agents to certify compliance with this provision.
- 10. Certification Regarding Wage Violations.** The Subcontractor certifies that within three (3) years prior to the date of execution of this Subcontract, Subcontractor has not been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW chapters 49.46, 49.48, or 49.52.

The Subcontractor further certifies that it will remain in compliance with these requirements during the term of this Subcontract. Subcontractor will immediately notify AWC of any finding of a willful violation entered by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction entered during the term of this Subcontract.

- 11. Change in Status.** In the event of substantive change in the legal status, organizational structure, or fiscal reporting responsibility of the Subcontractor, Subcontractor agrees to notify AWC of the change. Subcontractor shall provide notice as soon as practicable, but no later than thirty (30) days after such a change takes effect.
- 12. Confidentiality.** The Subcontractor acknowledges that all of the data, material and information which originates from this Subcontract, and any student assessment data, material and information which will come into its possession in connection with performance under this Subcontract, consists of confidential data owned by AWC or confidential personally identifiable data subject to the federal Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) or other privacy laws, and that the data must be secured and protected from unauthorized disclosure by the Subcontractor. The Subcontractor is wholly responsible for compliance with FERPA requirements.

The Subcontractor, therefore, agrees to hold all such material and information in strictest confidence, not to make use thereof other than for the performance of this Subcontract, to release it only to authorized employees and agents requiring such information and not release or disclose it to any other party. The Subcontractor agrees to release such information or material only to employees and agents who have signed a written agreement expressly prohibiting disclosure or usages not specifically authorized by this Subcontract. The parties acknowledge the release of records may be subject to the Public Records Act, RCW 42.56, and further acknowledge that Washington law and court order may compel disclosure of certain records; this provision does not apply to records compelled by law or court order.

- 13. Copyright Provisions.** Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and copyright shall be owned by the

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Superintendent of Public Instruction (Superintendent). The Superintendent shall be considered the author of such Materials. If Materials are not considered “works for hire”, Subcontractor hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to the Superintendent effective from the moment of creation of such Materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Copyright ownership includes the right to patent, register and the ability to transfer these rights.

Subcontractor understands that, except where otherwise agreed to in writing or approved by the Superintendent or designee, all original works of authorship produced under this Contract shall carry a [Creative Commons Attribution License](#), version 4.0 or later.

All Materials the Subcontractor has adapted from others’ existing openly licensed resources must be licensed with the least restrictive open license possible that is not in conflict with existing licenses.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, Subcontractor will license the materials to allow others to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. If the Subcontractor would like to limit these pre-existing portions of the work to [non-commercial use](#), the [Creative Commons Attribution-NonCommercial-ShareAlike](#) license, version 4.0 or later, is acceptable for these specific sections.

The Subcontractor warrants and represents that Subcontractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to apply such a license.

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

- 14. Covenant Against Contingent Fees.** The Subcontractor warrants that no person or selling agent has been employed or retained to solicit or secure this Subcontract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agent maintained by the Subcontractor for the purpose of securing business. AWC shall have the right, in the event of breach of this clause by the Subcontractor, to annul this Subcontract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fees.
- 15. Disputes.** In the event that a dispute arises under this Subcontract, the parties will use their best efforts to amicably resolve any dispute, including use of alternative dispute resolution options.

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- 16. Duplicate Payment.** AWC shall not pay the Subcontractor, if the Subcontractor has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.
- 17. Entire Agreement.** This Subcontract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Subcontract shall be deemed to exist or to bind any of the parties hereto.
- 18. Ethical Conduct.** Neither the Subcontractor nor any employee or agent of the Subcontractor shall participate in the performance of any duty or service in whole or part under this Subcontract in violation of, or in a manner that violates any provision of the Ethics in Public Service law at Chapter 42.52 RCW, RCW 42.17A.550, RCW 42.17A.555, and 41.06.250 prohibiting the use of public resources for political purposes.
- 19. Governing Law and Venue.** This Subcontract shall be construed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.
- 20. Indemnification.** To the fullest extent permitted by law, Subcontractor shall indemnify, defend and hold harmless AWC and all officials, agents, and employees of AWC, from and against all claims for injuries or death arising out of or resulting from the performance of this Subcontract. "Claim" as used in this Subcontract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Additionally, "claims" shall include but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice or in unlawful restraint of competition. Subcontractor's obligation to indemnify, defend and hold harmless includes any claim by Subcontractor's agents, employees, representatives, or any subcontractor or its employees.
- Subcontractor expressly agrees to indemnify, defend, and hold harmless AWC for any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines out of or incident to Subcontractor's or its subcontractor's performance or failure to perform the Subcontract. Subcontractor's obligation to indemnify, defend, or hold harmless AWC shall not be eliminated or reduced by any actual or alleged concurrent negligence by AWC, or their agents, employees, or officials.
- Subcontractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless AWC, and their agents, employees, or officials.
- 21. Independent Capacity of the Subcontractor.** The parties intend that an independent Subcontractor relationship will be created by this Subcontract. The Subcontractor and his/her employees or agents performing under this Subcontract are not employees or agents of AWC. The Subcontractor will not hold itself out as nor claim to be an officer or employee of AWC, the Superintendent or of the state of Washington by reason hereof, nor will the Subcontractor make any claim or right, privilege, or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Subcontractor.

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- 22. Licensing and Accreditation Standards.** The Subcontractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary to the performance of this Subcontract.
- 23. Limitation of Authority.** Only AWC or AWC's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Subcontract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this Subcontract is not effective or binding unless made in writing and signed by AWC.
- 24. Non-Discrimination.** The Subcontractor shall comply with all the federal and state non-discrimination laws, regulations and policies, which are otherwise applicable to AWC. Accordingly, no person shall, on the ground of sex, race, creed, religion, color, national origin, marital status, families with children, age, veteran or military status, sexual orientation, gender expression, gender identity, disability, or the use of a trained dog guide or service animal, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any activity performed by the Subcontractor and its agents under this Subcontract. The Subcontractor shall notify AWC immediately of any allegations, claims, disputes, or challenges made against it under non-discrimination laws, regulations, or policies, or under the Americans with Disabilities Act. In the event of the Subcontractor's noncompliance or refusal to comply with this nondiscrimination provision, this Subcontract may be rescinded, cancelled or terminated in whole or part, and the Subcontractor may be declared ineligible for further contracts with AWC.
- 25. Overpayments.** Subcontractor shall refund to AWC the full amount of any overpayment under this Subcontract within thirty (30) calendar days of written notice. If Subcontractor fails to make a prompt refund, AWC may charge Subcontractor one percent (1%) per month on the amount due until paid in full.
- 26. Public Disclosure.** Subcontractor acknowledges that AWC is subject to the Washington State Public Records Act, Chapter 42.56 RCW, and AWC acknowledges that the Subcontractor is subject to the Washington State Public Records Act, Chapter 42.56 RCW, and that this Subcontract shall be a public record as defined in RCW 42.56. Any specific information that is claimed by either party to be confidential or proprietary must be clearly identified as such by that party. To the extent consistent with chapter 42.56 RCW, each party shall attempt reasonably to maintain the confidentiality of all such information marked confidential or proprietary. If a request is made to view such information, the party receiving the public records request will notify the other party of the request and the date that such records will be released to the requester unless the other party obtains a court order enjoining that disclosure. If such party fails to obtain the court order enjoining disclosure, the party receiving the records request will release the requested information on the date specified.
- 27. Publicity.** The Subcontractor agrees to submit to AWC all advertising and publicity matters relating to this Subcontract which in the AWC's judgment, AWC or the Superintendent's name can be implied or is specifically mentioned. The Subcontractor agrees not to publish or use such advertising and publicity matters without the prior written consent of AWC.

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28. Registration with Department of Revenue. The Subcontractor shall complete registration with the Department of Revenue and be responsible for payment of all taxes due on payments made under this Subcontract.

29. Records Maintenance. The Subcontractor shall maintain all books, records, documents, data and other evidence relating to this Subcontract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Subcontract. Subcontractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Subcontract, shall be subject at all reasonable times to inspection, review or audit by the AWC or the Superintendent, personnel duly authorized by AWC or the Superintendent, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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

30. Right of Inspection. The Subcontractor shall provide right of access to its facilities utilized under this Subcontract to AWC or any of its officers responsible for executing the terms of this Subcontract at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Subcontract on behalf of AWC. All inspections and evaluations shall be performed in such a manner that will not unduly interfere with the Subcontractor's business or work hereunder.

31. Severability. The provisions of this Subcontract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.

32. Subcontracting. Neither the Subcontractor nor any agent of the Subcontractor shall enter into subcontracts for any of the work contemplated under this Subcontract without obtaining prior written approval of AWC. Subcontractor is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Subcontract are included in any and all Subcontracts. In no event shall the existence of the subcontract operate to release or reduce liability of the Subcontractor to the AWC for any breach in the performance of the Subcontractor's duties. This clause does not include contracts of employment between the Subcontractor and personnel assigned to work under this Subcontract.

If, at any time during the progress of the work, AWC determines in its sole judgment that any agent of the Subcontractor is incompetent, AWC shall notify the Subcontractor, and the Subcontractor shall take immediate steps to terminate the agent's involvement in the work. The rejection or approval by AWC of any agent or the termination of an agent shall not relieve the Subcontractor of any of its responsibilities under the Subcontract, nor be the basis for additional charges to AWC.

33. Taxes. All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Subcontractor or its staff shall be the sole responsibility of the Subcontractor.

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- 34. Technology Security Requirements.** The security requirements in this document reflect the applicable requirements of Standard 141.10 (<https://ocio.wa.gov/policies>) of the Office of the Chief Information Officer for the state of Washington, which by this reference are incorporated into this agreement.

The Subcontractor acknowledges it is required to comply with WaTech Office of Chief Information Officer (OCIO) IT Security Policy 141 and OCIO IT Security Standard 141.10, Securing Information Technology Assets. OCIO IT Security Standard 141.10, Securing Information Technology Assets, applies to all Superintendent assets stored as part of a service, application, data, system, portal, module, components or plug-in product(s) that are secured as defined by the WaTech OCIO's IT Security Policy 141 and OCIO IT Security Standard 141.10, Securing Information Technology Assets.

As part of OCIO IT Security Standard 141.10, a design review checklist and/or other action may be required. These activities will be managed and coordinated between AWC and the Subcontractor. Any related costs to performing these activities shall be at the expense of the Subcontractor. Any such activities and resulting checklist and/or other products must be shared with AWC.

- 35. Termination for Convenience.** Except as otherwise provided in this Subcontract, the Superintendent or Superintendent's Designee may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Subcontract in whole or in part. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered to and received by the Subcontractor as of midnight the second day of mailing in the absence of proof of actual delivery to and receipt by the Subcontractor. If this Subcontract is so terminated, AWC shall be liable only for payment required under the terms of the Subcontract for services rendered or goods delivered prior to the effective date of termination.

- 36. Termination for Default.** In the event AWC determines the Subcontractor has failed to comply with the conditions of this Subcontract in a timely manner, AWC has the right to suspend or terminate this Subcontract. AWC shall notify the Subcontractor in writing of the need to take corrective action. If corrective action is not taken within thirty (30) days, the Subcontract may be terminated. AWC reserves the right to suspend all or part of the Subcontract, withhold further payments, or prohibit the Subcontractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Subcontractor or a decision by AWC to terminate the Contract. In the event of termination, the Subcontractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Subcontract and the replacement or cover Subcontract and all administrative costs directly related to the replacement Subcontract, e.g., cost of the competitive bidding, mailing, advertising and staff time. The termination shall be deemed to be a "Termination for Convenience" if it is determined that the Subcontractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of the AWC provided in this Subcontract are not exclusive and are in addition to any other rights and remedies provided by law.

- 37. Termination Due to Funding Limitations or Contract Renegotiation, Suspension.** In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Subcontract and prior to normal completion of this Subcontract, with the notice specified below and without liability for damages:

- a. At AWC's discretion, AWC may give written notice of intent to renegotiate the Subcontract under the revised funding conditions.

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- b. At AWC's discretion, AWC may give written notice to Subcontractor to suspend performance when AWC determines there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Subcontractor's performance to be resumed.
 - (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
 - (2) When AWC determines that the funding insufficiency is resolved, it will give the Subcontractor written notice to resume performance, and Subcontractor shall resume performance.
 - (3) Upon the receipt of notice under b. (2), if Subcontractor is unable to resume performance of this Subcontract or if the Subcontractor's proposed resumption date is not acceptable to AWC and an acceptable date cannot be negotiated, AWC may terminate the Subcontract by giving written notice to the Subcontractor. The parties agree that the Subcontract will be terminated retroactive to the date of the notice of suspension. AWC shall be liable only for payment in accordance with the terms of this Subcontract for services rendered prior to the retroactive date of termination.
- c. AWC may immediately terminate this Subcontract by providing written notice to the Subcontractor. The termination shall be effective on the date specified in the termination notice. AWC shall be liable only for payment in accordance with the terms of this Subcontract for services rendered prior to the effective date of termination. No penalty shall accrue to AWC in the event the termination option in this section is exercised.
- d. For purposes of this section, "written notice" may include email.

38. Termination Procedure. Upon termination of this Subcontract the AWC, in addition to other rights provided in this Subcontract, may require the Subcontractor to deliver to AWC any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The AWC shall pay to the Subcontractor the agreed upon price, if separately stated, for completed work and services accepted by AWC and the amount agreed upon by the Subcontractor and AWC for (a) completed work and services for which no separate price is stated, (b) partially completed work and services, (c) other property or services which are accepted by AWC, and (d) the protection and preservation of the property, unless the termination is for default, in which case AWC shall determine the extent of the liability. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause for this Subcontract. The AWC may withhold from any amounts due to the Subcontractor such sum as AWC determines to be necessary to protect AWC against potential loss or liability.

The rights and remedies of AWC provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law under this Subcontract.

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After receipt of a notice of termination, and except as otherwise directed by the Superintendent, the Subcontractor shall:

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

39. Treatment of Assets. Except as otherwise provided for in the Subcontract, the ownership and title to all real property and all personal property exceeding a value of \$5,000 purchased by the Subcontractor in the course of performing this Subcontract with moneys paid by the Superintendent shall vest in the Superintendent, except for supplies consumed in performing this Subcontract. The Subcontractor shall (1) maintain a current inventory of all the real and personal property; (2) label all the property "State of Washington, Superintendent of Public Instruction"; and, (3) surrender property and title to the Superintendent without charge prior to settlement upon completion, termination or cancellation of this Contract.

If any property is lost, destroyed, or damaged, the Subcontractor shall notify the Superintendent and take all reasonable steps to protect the property from further damage.

All reference to the Subcontractor under this clause shall include Subcontractor's employees and agents.

40. Waiver. A failure by either part to exercise its rights under this Subcontract shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this agreement. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of

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this Subcontract unless stated to be such in writing and signed by personnel authorized to bind each of the parties.

Attachment A**SEEK Application & Scope of Work*****Insert detailed project description as included in the Funding Opportunity application & Attach SEEK Funding Application*****City of College Place & Sonbridge Center for Better Living: Valley Adventure Camps & Hispanic Youth Leadership**

The purpose of this program is to provide supplies to aide in the execution of Valley Adventure Camps and Hispanic Youth Leadership. These programs serve about 100 kids between 10 and 18 years of age. Themed camp events run the gamut for five days a week for 10 weeks ranging from caving, music, drama, science, clown, lodge, water, and computer camps. Each participant would participate in about 400 hours of activities. These programs would be offered between June 1st and August 15th.

City of College Place & College Place Public Schools: Youth Intramural Recreation Programming

College Place Public Schools, at the direction of its Board of Directors is pursuing funding avenues to support our students in healthy activities. We have seen a significant decline in student health, level of physical activity, and ability to successfully interact with other same-age peers. Due to the isolation of the pandemic, finding an array of activities that can persist year-round to keep students engaged will be critical to our community students' growth moving forward. This request will support our current endeavors to provide after-school and weekend activities to keep our students active. We are looking to target students exiting grades Kindergarten through four for summer 2022 from our Elementary School (Davis Elementary) and hoping to support the private elementary students in our community as well if possible. The goal will be to bridge the roughly ten weeks of summer with week long instruction and engagement in fun activities. Students of all income levels will be able to participate as we utilize a sliding scale to adjust costs based on their Federal Free/Reduced Meal status. We would expect that we could staff roughly 100 campers over the summer to provide for proper supervision. The District would offer its buses and facilities to be used without a rental fee; only gas, driver, and cleaning fees. The request is to fund four staff members full time for the duration of the summer to include four weeks included for recruitment, setup and logistics. Each employee will be full time at forty hours per week with hourly wages between \$18.00-\$28.00/hour depending on level (one supervisor and three employees). Each employee will be responsible for designing the lessons, games, and activities and for their instruction. Staff will be responsible for student supervision from arrival until departure. Grant funds will be combined with District dollars to provide supplies that will allow for the use of shared spaces. Multiple portable soccer goals will allow for games on multiple fields simultaneously and support long-term development of larger programs. Portable pickleball nets and the equipment will allow for outdoor spaces of sidewalks and courts to become pickleball courts. Portable volleyball nets and standards too will allow for transforming any outdoor space into a useable volleyball court. Finally, Frisbee Golf goals will be purchased to create courses for students to use and enjoy. The goal is to create a program that students can engage in numerous activities over a number of weeks that will promote them getting active, learning new skills, working as a part of team, gaining interpersonal and social skills, and return them for the 2022-2023 school year prepared and ready for success.

City of College Place, WA & Campfire Walla Walla Summer Camp Program

Kiwanis Park Summer Day Camp Provided by Camp Fire Walla Walla Funds Requested: \$50,000

Program Focus Area(s): Youth Summer Day Camp (primary focus); Art Programs, Environmental Programs, STEM, Outdoor Recreation (secondary focus)

Communities Impacted: Low-income families, Rural or geographically isolated families (primary focus); English as a second language, Youth in foster care (secondary focus)

PROGRAM DESCRIPTION Describe the youth experience the program will provide (what they will do): The Camp Fire Day Camp experience includes a blend of small and large group activities that promote the Camp Fire mission: To provide youth with opportunities to find their spark, lift their voice, and discover who they are. We offer a wide variety of activities: sports and field games, art, music, science experiments, cooperative games, reading, skits and storytelling, gardening, swimming, hiking and nature exploration, and community service projects. Through these activities, we strive to help children explore new interests and develop skills, build healthy social-emotional connections with each other, improve physical and mental health, and practice leadership, communication, and solution-finding skills.

Detail how the program will prioritize activities that promote students connecting socially with their classmates, encourage students to engage in physical activity, and address participants' mental health and academic needs: To meet the social, emotional, and academic needs of our campers and to provide them with engaging and enriching outdoor experiences, we plan activities with some (very positive) ulterior motives in mind. Rather than just including simple directions for accomplishing each activity or task, our day camp lesson plans have a deeper purpose. For instance, while campers may think they are simply making a list of activities they would like to do, Camp Fire staff teach them the process of brainstorming, what it means to reserve judgement, techniques for making sure everyone has a turn to express their opinion, methods of making fair decisions together, discussing pros and cons, etc. An art project is rarely just an art project; a soccer game is rarely just a soccer game; they are opportunities to develop social-emotional skills with the guidance of camp counselors who are skilled in the art of facilitation.

Describe how each program will enhance access for those who have been historically underserved or are struggling due to income disparities and/or COVID-19 impacts (students from low-income families, students of color, children with disabilities, English learners, migratory students, students experiencing homelessness, and children and youth in foster care)? Our schedule and selection of activities promotes campers connecting socially with their peers and encourages physical activity. We offer children a chance to select activities that interest them individually, as well as plenty of opportunities to participate in group activities that they might not yet realize they enjoy. While we want campers to feel comfortable, we also want to challenge them to go outside their comfort zone; try new activities, meet new people, join an active game when they usually tend to like quiet reading, try painting when they usually gravitate toward sports. While our campers' parents appreciate the variety of activities, the aspect of day camp they appreciate most is having dependable, affordable childcare.

List ways in which the program will reduce/remove institutional and systemic barriers to participation.

- Income Based Fees: The weekly fee will be variable based on family income, and additional scholarship funds will be available for families whose financial circumstances are further constrained.
- Bilingual Staff & Promotional Materials: Several of staff are bilingual/bicultural and able to help ESL families with registration. Our promotional and informational material will be printed in both Spanish and English.
- Central Location: Camp is intentionally located at Kiwanis Park, a central location that is within walking distance and/or on a bus route for families who lack transportation.

Explain how these funds allow your agency to provide services that it would not be able to otherwise. Receiving these funds will allow us to set camp fees at a level that is financially affordable for more families and provide additional financial assistance to families with constrained incomes. List program partnerships with organizations that work with underserved and/or economically disadvantaged youth populations. We are partnering with the City of College Place (use of Kiwanis Park), Place Public Schools (emergency use of Davis Elementary), and United Way of the Blue Mountains (limited financial support) to provide Camp Fire Day Camp to families in the College Place school district. Indicate whether the program for which

you are seeking funds is fee-based. If fees are charged, please indicate whether your program will provide scholarships for underserved populations or other ways your program will ensure that costs are not a barrier. The actual break-even cost of running this program is \$235 per child per week, assuming 40 participants. With grant funding, program fees will be set at \$150 per child per week. This is an \$85 subsidy per child per week, totaling \$34,000. We are also requesting an additional \$16,000 to provide additional financial assistance through scholarships to particularly low-income families. The financial assistance application process will be clear and well-promoted, and available in both English and Spanish. Beyond the \$50,000 total grant request, additional donations from local organizations and individuals will be sought to provide additional need-based financial assistance so that cost is not a barrier. Provide the estimated number of hours each participant will spend outdoors: Campers check-in between 7:30 am and check-out between 4 and 5:30pm, and the program is based outside at Kiwanis Park picnic shelter. Although we can go inside Davis Elementary in the event of inclement weather, our campers will spend 7-10 hours outside every day. Explain time frames during which the program will be offered. Include the number of hours per day or week as well as the planned dates for the program during the summer of 2022. The program will run Monday through Friday for 10 weeks, June 20 through August 26. 7:30am through 5:30pm. Most campers attend for the full day, participating in activities for 35-50 hours per week. YOUTH SERVED Describe the K-12 youth (ages 4 to 21) who will participate and be served through this program. The Camp Fire Day Camp program is available to children entering 1st through 6th grade this coming school year. They and their families are residents of College Place and/or students in the College Place school district. Describe your outreach, specifically noting how you plan to serve those most impacted by the COVID-19 pandemic such as students from low-income families, students of color, children with disabilities, English learners, migratory students, students experiencing homelessness, and children and youth in foster care. College Place has fewer outdoor recreation opportunities and a population that includes more financially strained families, more people of color, and more English language learners. We will share print and electronic materials in both Spanish and English and collaborate with local agencies who work closely with under-served populations to get the word out about our programs and financial assistance. Explain how target youth populations will be recruited to participate. Our recruiting includes Spanish-English printed materials which will be shared throughout the community and school district, with a particular focus on getting information into the hands of low-income families. Through the financial assistance application process, low-income families will have priority in registering early for the program. Explain how these funds will create more access to underserved and/or economically disadvantaged youth. With grant funding, program fees will be set at a level that is financially affordable and variable, based on families' income level, and additional financial assistance will be available to low-income, under-served families as needed. List any barriers that prevent participants from outdoor programming? We have tried to mitigate and minimize barriers that prevent children from participating in our program and are able to serve children experiencing a mild to moderate level cognitive and/or physical challenges. Provide potential number of K-12 youth (ages 4 to 21) who would be served. We hope to serve at least 40 children during each of the 10-week sessions. _____

Main Contact Information Name: Janet Adams
Email: janet@wwcampfire.org Phone: 5095253180

Attachment B

Budget & Project Costs Worksheet

Budget (as presented in the SEEK application Project Costs Worksheet)

Project: City of College Place & Sonbridge Center for Better Living: Valley Adventure Camps & Hispanic Youth Leadership

Project Costs	Summer 2022
Staff	\$56000
Equipment & supplies (i.e. sports equipment, art supplies, or water and snacks) (<i>must be directly related to program being offered</i>)	\$20000
Scholarships or subsidies	\$41000
Transportation	\$12000
Facilities	\$5000
Professional Services (please be specific on type of service)	\$
Fees (such as entrance fees for field trips)	\$
**Meals	\$
Other (please specify)	\$
TOTAL	\$134000

Project: City of College Place & College Place Public Schools: Youth Intramural Recreation Programming

Project Costs	Summer 2022
Staff	\$ Staff Costs
Equipment & supplies (i.e. sports equipment, art supplies, or water and snacks) (<i>must be directly related to program being offered</i>)	\$ Equipment & Staff Costs
Scholarships or subsidies	\$ Scholarships or Subsidies Costs
Transportation	\$ Transportation Costs
Facilities	\$ Facility Costs
Professional Services (please be specific on type of service)	\$ Professional Services Costs
Fees (such as entrance fees for field trips)	\$ Fees
**Meals	\$ Meal Costs
Other (please specify)	\$ Other Costs
TOTAL	\$32375

Project: City of College Place, WA & Campfire Walla Walla Summer Camp Program

Project Costs	Summer 2022
Staff	\$
Equipment & supplies (i.e. sports equipment, art supplies, or water and snacks) <i>(must be directly related to program being offered)</i>	\$
Scholarships or subsidies	\$50000
Transportation	\$
Facilities	\$
Professional Services (please be specific on type of service)	\$
Fees (such as entrance fees for field trips)	\$
**Meals	\$
Other (please specify)	\$
TOTAL	\$50000

Attachment C

Subcontractor Reporting Requirements

Reports must contain the following information:

- Describe the K-12-aged (4 to 21) youth who participated through this program including disaggregated data about student age range, gender, race/ethnicity, FRPL status, and other student information.
- Describe the type of program funded and the geographic area served.
- Explain how the program targeted youth populations were recruited to participate.
- Explain how these funds were used to create more access to underserved and/or economically disadvantaged youth.
- What disproportionately impacted communities did the summer recreation program serve?
- Discuss program successes and challenges.

Attachment D

Subcontractor Agent(s)

List any Subcontractor Agent(s) that will provide director supervision of youth in a program funded through SEEK.

Name of Agent	Address
Agent #1	Agent Address #1
Agent #2	Agent Address #2
Agent #3	Agent Address #3
Agent #4	Agent Address #4
Agent #5	Agent Address #5
Agent #6	Agent Address #6
Agent #7	Agent Address #7

Attachment E**Proclamation 21-14 COVID-19 Vaccination Certification**

To reduce the spread of COVID-19, Washington state Governor Jay Inslee, pursuant to emergency powers authorized in RCW 43.06.220, issued [Proclamation 21-14 – COVID-19 Vaccination Requirement \(dated August 9, 2021\)](#), as amended by [Proclamation 21-14.1 – COVID-19 Vaccination Requirement \(dated August 20, 2021\)](#) and as amended by [Proclamation 21-14.2 – COVID-19 Vaccination Requirement \(dated September 27, 2021\)](#), and as may be amended thereafter. The Proclamation requires contractors who have goods, services, or public works contracts with a Washington state agency to ensure that their personnel (including subcontractors and agents) who perform contract activities on-site comply with the COVID-19 vaccination requirements, unless exempted as prescribed by the Proclamation. AWC is under contract with OSPI and as such is required to meet these requirements and ensure that any subcontractors also comply.

By entering into this agreement, the Subcontractor agrees to comply as follows:

1. Has reviewed and understands Subcontractor's obligations as set forth in Proclamation 21-14 – COVID-19 Vaccination Requirement (dated August 9, 2021), as amended by Proclamation 21-14.1 – COVID-19 Vaccination Requirement (dated August 20, 2021), and as amended by Proclamation 21-14.2 – COVID-19 Vaccination Requirement (dated September 27, 2021);
2. Has developed a COVID-19 Vaccination Verification Plan for Subcontractor's personnel (including agents) that complies with the above-referenced Proclamation;
3. Has obtained a copy or visually observed proof of full vaccination against COVID-19 for Subcontractor personnel (including agents) who are subject to the vaccination requirement in the above-referenced Proclamation;
4. Complies with the requirements for granting disability and religious accommodations for Subcontractor personnel (including agents) who are subject to the vaccination requirement in the above-referenced Proclamation;
5. Has operational procedures in place to ensure that any contract activities that occur in person and on-site at OSPI premises (other than only for a short period of time during a given day and where any moments of close proximity to others on-site will be fleeting – e.g., a few minutes for deliveries) that are performed by Subcontractor personnel (including agents) will be performed by personnel who are fully vaccinated or properly exempted as required by the above-referenced Proclamation;
6. Has operational procedures in place to enable Subcontractor personnel (including agents) who perform contract activities on-site and at OSPI premises to provide compliance documentation that such personnel are in compliance with the above referenced Proclamation;
7. Will provide to OSPI or AWC, upon request, Subcontractor's COVID-19 Vaccination Verification Plan and related records, except as prohibited by law, and will cooperate with any investigation or inquiry pertaining to the same.



Project Costs Worksheet

Agency Name: College Place Public Schools

Program / Project Name: Active Kids, Healthy Kids 2022

Indicate below how funds will be used and at what level, being as specific as possible. Staff training and travel and capital infrastructure costs are ineligible for funding. Equipment and supplies that relate directly to the program being offered (such as renting a bus or van for trips) are eligible. Supplies must not exceed a \$5000/unit maximum cost.

Project Costs	Summer 2022
Staff	\$ 5421
Equipment & supplies (i.e. sports equipment, art supplies, or water and snacks) <i>(must be directly related to program being offered)</i>	\$ 1589
Scholarships or subsidies	\$ 3740
Transportation	\$ 1320
Facilities	\$ 0
Professional Services (please be specific on type of service)	\$ 0
Fees for activities or field trips (such as entrance fees for field trips)	\$ 880
**Meals	\$ 0
Other (please specify)	\$
TOTAL	\$ 12950

**Is your agency a current sponsor of the OSPI meal program or are you planning on being a site for the first time in the summer of 2022? (Only if the answer is "no" can meals be an allowable expense.)



Project Costs Worksheet

Agency Name: College Place Public Schools

Program / Project Name: Active Kids, Healthy Kids 2022

Indicate below how funds will be used and at what level, being as specific as possible. Staff training and travel and capital infrastructure costs are ineligible for funding. Equipment and supplies that relate directly to the program being offered (such as renting a bus or van for trips) are eligible. Supplies must not exceed a \$5000/unit maximum cost.

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Other (please specify)	\$
TOTAL	\$ 12950

**Is your agency a current sponsor of the OSPI meal program or are you planning on being a site for the first time in the summer of 2022? (Only if the answer is "no" can meals be an allowable expense.)



Project Costs Worksheet

Agency Name: College Place Public Schools

Program / Project Name: Active Kids, Healthy Kids 2022

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**Meals	\$ 0
Other (please specify)	\$
TOTAL	\$ 12950

**Is your agency a current sponsor of the OSPI meal program or are you planning on being a site for the first time in the summer of 2022? (Only if the answer is "no" can meals be an allowable expense.)

Subcontractor Grant Agreement between the City of College Place, a municipal corporation, & Walla Walla Campfire, a 501©3 non-profit, for Summer 2022 Youth Recreation Program/Project Funding through the Summer Experiences & Enrichment for Kids Fund (SEEK Fund)

WHEREAS, the City of College Place, Washington; hereinafter referred to as “CITY” is a non-charter code city entitled to the privileges defined in RCW Title 35A; and

WHEREAS, the Walla Walla Campfire; hereinafter referred to as “CAMPFIRE” is a 501©3 non-profit that provides youth recreation activities in the State of Washington; and

WHEREAS, the term “PARTIES” denotes CITY and CAMPFIRE; and

WHEREAS, the Association of Washington Cities, Washington Park & Recreation Association, and the State of Washington developed the Summer Experiences & Enrichment Program (SEEK) grant fund to cover the costs to expand youth recreation programming throughout Fiscal Year 2022; and

WHEREAS, the CITY partnered with CAMPFIRE to submit for \$50,000 in grant funds to cover the costs to subsidize the Kiwanis Park Day Camp in College Place, Washington; and

WHEREAS, the College Place City Council accepted a grant agreement through Association of Washington Cities via adoption of Resolution #22-014 during the February 22nd, 2022 City Council meeting; and

WHEREAS, the CITY per the grant agreement needs to have a subcontractor agreement in place with the CAMPFIRE before program implementation;

NOW THEREFORE, it is hereby resolved between the PARTIES as follows:

1. The PARTIES must abide by the conditions in the SEEK Funding Opportunity Subcontractor Funding Agreement signed between the CITY and Association of Washington Cities via Resolution #22-014 which is attached to this Agreement via Appendix A.
2. CAMPFIRE must manage the program budget in accordance with the costs outlined in the Project Costs Worksheet identified via Appendix B. Reimbursement sheets can be turned into the CITY on a monthly basis and the CITY will submit documents to Association of Washington Cities for reimbursement as outlined in Subcontractor Funding Agreement in Appendix A.
3. CAMPFIRE must provide a youth recreation program as outlined in the narrative written by CAMPFIRE and submitted to Association of Washington Cities by the City. The narrative is attached to this Agreement as Appendix C.

Adopted by the City Council of the City of College Place, Washington, this ____ day of _____, 2022

ATTEST:

Michael Rizzitiello, City Administrator

Lisa R. Neissl, CMC
City Clerk

Adopted by the Board of Walla Walla Campfire this ____ day of _____, 2022

ATTEST:

, Board President

, Board Clerk

SEEK Funding Opportunity Subcontractor Funding Agreement

Association of Washington Cities
Service Subcontract (“Subcontract”) with

City of College Place
through

Summer Experiences & Enrichment for Kids Fund (SEEK Fund)
A program of the Washington Office of Superintendent of Public Instruction
(OSPI)

For

Jurisdiction Name	City of College Place
Program Description	1. City of College Place & Sonbridge Center for Better Living: Valley Adventure Camps & Hispanic Youth Leadership 2. City of College Place & College Place Public Schools: Youth Intramural Recreation Programming 3. City of College Place, WA & Campfire Walla Walla Summer Camp Program

Start date: April 15, 2022

End date: November 15, 2022

FACE SHEET**Subcontract Number: 22-19****Association of Washington Cities (AWC)****Summer Experiences & Enrichment for Kids (SEEK) Fund**

The Association of Washington Cities (AWC) is working in collaboration with and generally under the direction from OSPI to provide evidence-based, outdoor, summer enrichment programs to youth in K-12 (ages 4-21). Funds for this subcontract are intended to prevent, prepare for, or respond to the COVID-19 pandemic, including its impact on the social, emotional, mental health, and academic needs of students.

1. Subcontractor Agency Name Mailing Address Physical Address Phone Number		2. Subcontractor Doing Business As (optional) DBA Name DBA Mailing Address DBA Physical Address	
3. Subcontractor Representative Michael Rizzitiello mrizzitiello@cpwa.us		4. AWC Representative Jacob Ewing Legislative Policy Analyst (360) 753-4137 jacob@awcnet.org 1076 Franklin Street SE Olympia, WA 98501	
5. Subcontract Amount \$216375	6. Start Date April 15, 2022	7. End Date November 15, 2022	8. Tax ID # Insert Tax ID
9. Subcontract Purpose Carry out summer activities under the OSPI SEEK program as described in Attachment A.			
AWC and the Subcontractor, as defined above, acknowledge and accept the terms of this Subcontract and attachments and have executed this Subcontract on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Subcontract are governed by this Subcontract and the following other documents incorporated by reference: Subcontractor General Terms and Conditions including Attachment "A" – SEEK Application/Scope of Work; Attachment "B" – Project Costs Worksheet; Attachment "C" – Subcontractor Data Collection; Attachment (D) – Subcontractor Agent(s); Attachment E - Proclamation 21-14 COVID-19 Vaccination Certification.			
FOR SUBCONTRACTOR _____ _____ Date		FOR Association of Washington Cities _____ _____ Date	

Last revision 11/23/2021

SEEK Funding Opportunity Subcontractor Funding Agreement

1. **SUBCONTRACT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the Subcontract contact person for all communications and billings regarding the performance of this Subcontract.

The Representative for AWC and their contact information are identified on the Face Sheet of this Subcontract.

The Representative for the Subcontractor and their contact information are identified on the Face Sheet of this Subcontract.

2. **PAYMENT**

AWC shall pay an amount not to exceed **\$216375** for the performance of all things necessary for or incidental to the performance of work as set forth in the SEEK Application and described in Attachment A. Subcontractor's compensation for services rendered shall be based on the completion of duties as outlined in the SEEK application, in Attachment A, in accordance with the following sections.

3. **BILLING PROCEDURES AND PAYMENT**

AWC will reimburse Subcontractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for AWC not more often than monthly. Subcontractor will use the invoice form provided by AWC to request reimbursement.

The invoices shall describe and document, to AWC's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the **Subcontract Number 22-19**. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

If errors are found in the submitted invoice or supporting documents, AWC will notify the Subcontractor to make corrections in a timely manner, resubmit the invoice and/or supporting documentation as requested, and notify AWC.

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

AWC may, in its sole discretion, terminate the Subcontract or withhold payments claimed by the Subcontractor for services rendered if the Subcontractor fails to satisfactorily comply with any term or condition of this Subcontract.

No payments in advance or in anticipation of services or supplies to be provided under this Subcontract shall be made by AWC.

Duplication of Billed Costs

The Subcontractor shall not bill AWC for services performed under this Subcontract, and AWC shall not pay the Subcontractor, if the Subcontractor is entitled to payment or has been or will be paid by any other source, including grants, for that service. This does not include fees charged for summer recreation programs.

Disallowed Costs

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

SEEK Funding Opportunity Subcontractor Funding Agreement

Final Reimbursement and Reporting Deadline

When the project is completed the Subcontractor must submit a final invoice, final report, and supporting documents needed to close out the project no later than **October 1, 2022**.

AWC shall withhold 10 percent (10%) from each payment until acceptance by AWC of the final reporting from the Subcontractor has been submitted and verified.

4. SUBCONTRACTOR DATA COLLECTION/REPORTING REQUIREMENTS

Subcontractor will submit reports, in a form and format to be provided by AWC (See Attachment C). Data must be provided to AWC along with final billing.

5. AGENT(S)

Agent(s) in this contract refers to any third-party entity and its employees that the Subcontractor has subcontracted with to provide services funded through this agreement. The Subcontractor is responsible for ensuring that any agent complies with the provision herein.

Any of the Subcontractor's agent(s) that will provide director supervision of youth through programs funded by this contract must be listed in Attachment D – Subcontractor Agent(s) and must provide proof of insurance per Section 6 of this document.

6. INSURANCE

a. Workers' Compensation Coverage. The Subcontractor shall at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the fullest extent applicable. This requirement includes the purchase of industrial insurance coverage for the Subcontractor's employees, as may now hereafter be required of an "employer" as defined in Title 51 RCW. Such workers' compensation and occupational disease requirements shall include coverage for all employees of the Subcontractor, and for all employees of any subcontract retained by the Subcontractor, suffering bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Subcontract. Satisfaction of these requirements shall include, but shall not be limited to:

- i. Full participation in any required governmental occupational injury and/or disease insurance program, to the extent participation in such a program is mandatory in any jurisdiction;
- ii. Purchase workers' compensation and occupational disease insurance benefits to employees in full compliance with all applicable laws, statutes, and regulations, but only to the extent such coverage is not provided under mandatory governmental program in "a" above, and/or;
- iii. Maintenance of a legally permitted and governmentally approved program of self-insurance for workers' compensation and occupational disease.

Except to the extent prohibited by law, the program of the Subcontractor's compliance with workers' compensation and occupational disease laws, statutes, and regulations in 1), 2), and 3) above shall provide for a full waiver of rights of subrogation against AWC, its directors, officers, and employees.

SEEK Funding Opportunity Subcontractor Funding Agreement

If the Subcontractor, or any agent retained by the Subcontractor, fails to effect and maintain a program of compliance with applicable workers’ compensation and occupational disease laws, statutes, and regulations and AWC incurs fines or is required by law to provide benefits to such employees, to obtain coverage for such employees, the Contractor will indemnify AWC for such fines, payment of benefits to Subcontractor or Subcontractor employees or their heirs or legal representatives, and/or the cost of effecting coverage on behalf of such employees. Any amount owed AWC by the Subcontractor pursuant to the indemnity may be deducted from any payments owed by AWC to the Subcontractor for the performance of this Subcontract.

b. Automobile Insurance. In the event that services delivered pursuant to this Subcontract involve the use of vehicles, owned or operated by the Subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is:

\$1,000,000 per accident, using a Combined Single Limit for bodily injury and property damage.

c. Business Automobile Insurance. In the event that services performed under this Subcontract involve the use of vehicles or the transportation of clients, automobile liability insurance shall be required. If Subcontractor-owned personal vehicles are used, a Business Automobile policy covering a minimum Code 2 “owned autos only” must be secured. If the Subcontractor’s employees’ vehicles are used, the Subcontractor must also include under the Business Automobile policy Code 9, coverage for “non-owned autos.” The minimum limits for automobile liability is:

\$1,000,000 per accident, using a Combined Single Limit for bodily injury and property damage.

d. Public Liability Insurance (General Liability). The Subcontractor shall at all times during the term of this Subcontract, at its cost and expense, carry and maintain general public liability insurance, including contractual liability, against claims for bodily injury, personal injury, death, or property damage occurring or arising out of services provided under this Subcontract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Subcontractor or its officers, agents, representatives, assigns or servants. The limits of liability insurance, which may be increased from time to time as deemed necessary by AWC, with the approval of the Subcontractor (which shall not be unreasonably withheld), shall not be less than as follows:

Each Occurrence	\$1,000,000
Products-Completed Operations Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$ 50,000

e. Local Governments that Participate in a Self-Insurance Program.

Alternatively, Subcontractors may maintain a program of self-insurance or participate in a property/liability pool with adequate limits to comply with the Subcontract insurance requirements or as is customary to the contractor or subcontractor’s business, operations/industry, and the performance of its respective obligations under this Subcontract.

SEEK Funding Opportunity Subcontractor Funding Agreement

- f. Additional Insured.** The Office of Superintendent of Public Instruction, and the Association of Washington Cities, shall be specifically named as an additional insured on all policies, including Public Liability and Business Automobile, except for liability insurance on privately-owned vehicles, and all policies shall be primary to any other valid and collectible insurance.

AWC and OSPI may waive the requirement to be specially named as an additional insured on policies, including Public Liability and Business Automobile, provided that the Subcontractor provides: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pools must comply with RCW 48.62, the requirements of the Office of Risk Management and Local Government Self Insurance Program, the Washington State Auditor's reporting requirements and all related federal and state regulations.

Subcontractors participating in a joint risk pool shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The AWC and OPSI, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

- g. Proof of Insurance.** Certificates and or evidence satisfactory to the AWC confirming the existence, terms and conditions of all insurance required above shall be delivered to AWC within five (5) days of the Subcontractor's receipt of Authorization to Proceed.

- h. General Insurance Requirements.** Subcontractor shall, at all times during the term of the Subcontract and at its cost and expense, buy and maintain insurance of the types and amounts listed above. Failure to buy and maintain the required insurance may result in the termination of the Subcontract at AWC's option. By requiring insurance herein, AWC does not represent that coverage and limits will be adequate to protect Subcontractor and such coverage and limits shall not limit Subcontractor's liability under the indemnities and reimbursements granted to AWC in this Subcontract.

Subcontractor shall include all agents of the Subcontractor as insureds under all required insurance policies, or shall furnish proof of insurance and endorsements for each agent. Agent(s) must comply fully with all insurance requirements stated herein. Failure of agent(s) to comply with insurance requirements does not limit Subcontractor's liability or responsibility.

7. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Subcontract and Subcontractor General Terms and Conditions
- Attachment A – SEEK Application & Scope of Work
- Attachment B – Budget and Project Costs Worksheet
- Attachment C – Subcontractor Reporting Requirements
- Attachment D – Subcontractor Agent(s)
- Attachment E - Proclamation 21-14 COVID-19 Vaccination Certification

SEEK Funding Opportunity Subcontractor Funding Agreement

SUBCONTRACTOR GENERAL TERMS AND CONDITIONS

1. **Access to Data.** In compliance with Chapter 39.26 RCW, the Subcontractor shall provide access to data generated under this Subcontract to AWC, and to the extent necessary to comply with RCW 39.26, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Subcontractor's reports, including computer models and methodology for those models.
2. **Alterations and Amendments.** This Subcontract may be amended only by mutual agreement of the parties in writing. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.
3. **Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, also referred to as the "ADA" 28 CFR Part 35.** In relation to this Subcontract, the Subcontractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
4. **Assignment.** Neither this Subcontract, nor any claim arising under this Subcontract, shall be transferred or assigned by the Subcontractor without prior written consent of AWC.
5. **Assurances.** AWC and the Subcontractor agree that all activity pursuant to this Subcontract will be in accordance with all applicable current federal, state and local laws, rules and regulations.
6. **Attorney's Fees.** In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney's fees and costs.
7. **Budget Revisions.** Any monetary amount budgeted by the terms of this Subcontract for various activities and line item objects of expenditure, as outlined in Attachment B – Budget and Project Costs Worksheet, may be revised without prior written approval of AWC, so long as the revision is no more than ten percent (10%) of the original line item amount and the increase in an amount is offset by a decrease in one or more other amounts equal to or greater than the increase. All other budget revisions exceeding ten percent (10%) shall only be made with the prior written approval of AWC. Subcontractor will use the funding change request form provided by AWC to request these budget revisions.
8. **Certification Regarding Debarment, Suspension, and Ineligibility.** The Subcontractor certifies that neither it nor its principals are debarred, suspended, proposed for debarment, or voluntarily excluded from participation in transactions by any federal department or agency. The Subcontractor further certifies that they will ensure that potential subcontractors or any of their principals are not debarred, suspended, proposed for debarment, or voluntarily excluded from participation in covered transactions by any federal department or agency. "Covered transactions" include procurement contracts for goods that are expected to equal or exceed twenty-five thousand dollars (\$25,000). Subcontractor may do so by obtaining a certification statement from the potential subcontractor or subrecipient or by checking online at the System for Award Management (SAM), Excluded Parties List. The Subcontractor shall immediately notify the AWC if, during the term of this subcontract, Subcontractor becomes debarred. AWC may immediately terminate this Subcontract by providing Subcontractor written notice if Subcontractor becomes debarred during the term of this Subcontract.

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The Subcontractor also certifies that neither it nor its principals are debarred, suspended, or proposed for debarment from participation in transactions by any state department or agency. The Subcontractor further certifies that they will ensure that potential subcontractors or any of their principals are not debarred, suspended, or proposed for debarment from participation in covered transactions by any state department or agency.

- 9. Certification Regarding Lobbying.** The Subcontractor certifies that Federal-appropriated funds will not be used to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Subcontractor shall require its agents to certify compliance with this provision.
- 10. Certification Regarding Wage Violations.** The Subcontractor certifies that within three (3) years prior to the date of execution of this Subcontract, Subcontractor has not been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW chapters 49.46, 49.48, or 49.52.

The Subcontractor further certifies that it will remain in compliance with these requirements during the term of this Subcontract. Subcontractor will immediately notify AWC of any finding of a willful violation entered by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction entered during the term of this Subcontract.

- 11. Change in Status.** In the event of substantive change in the legal status, organizational structure, or fiscal reporting responsibility of the Subcontractor, Subcontractor agrees to notify AWC of the change. Subcontractor shall provide notice as soon as practicable, but no later than thirty (30) days after such a change takes effect.
- 12. Confidentiality.** The Subcontractor acknowledges that all of the data, material and information which originates from this Subcontract, and any student assessment data, material and information which will come into its possession in connection with performance under this Subcontract, consists of confidential data owned by AWC or confidential personally identifiable data subject to the federal Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) or other privacy laws, and that the data must be secured and protected from unauthorized disclosure by the Subcontractor. The Subcontractor is wholly responsible for compliance with FERPA requirements.

The Subcontractor, therefore, agrees to hold all such material and information in strictest confidence, not to make use thereof other than for the performance of this Subcontract, to release it only to authorized employees and agents requiring such information and not release or disclose it to any other party. The Subcontractor agrees to release such information or material only to employees and agents who have signed a written agreement expressly prohibiting disclosure or usages not specifically authorized by this Subcontract. The parties acknowledge the release of records may be subject to the Public Records Act, RCW 42.56, and further acknowledge that Washington law and court order may compel disclosure of certain records; this provision does not apply to records compelled by law or court order.

- 13. Copyright Provisions.** Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and copyright shall be owned by the

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Superintendent of Public Instruction (Superintendent). The Superintendent shall be considered the author of such Materials. If Materials are not considered “works for hire”, Subcontractor hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to the Superintendent effective from the moment of creation of such Materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Copyright ownership includes the right to patent, register and the ability to transfer these rights.

Subcontractor understands that, except where otherwise agreed to in writing or approved by the Superintendent or designee, all original works of authorship produced under this Contract shall carry a [Creative Commons Attribution License](#), version 4.0 or later.

All Materials the Subcontractor has adapted from others’ existing openly licensed resources must be licensed with the least restrictive open license possible that is not in conflict with existing licenses.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, Subcontractor will license the materials to allow others to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. If the Subcontractor would like to limit these pre-existing portions of the work to [non-commercial use](#), the [Creative Commons Attribution-NonCommercial-ShareAlike](#) license, version 4.0 or later, is acceptable for these specific sections.

The Subcontractor warrants and represents that Subcontractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to apply such a license.

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

- 14. Covenant Against Contingent Fees.** The Subcontractor warrants that no person or selling agent has been employed or retained to solicit or secure this Subcontract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agent maintained by the Subcontractor for the purpose of securing business. AWC shall have the right, in the event of breach of this clause by the Subcontractor, to annul this Subcontract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fees.
- 15. Disputes.** In the event that a dispute arises under this Subcontract, the parties will use their best efforts to amicably resolve any dispute, including use of alternative dispute resolution options.

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- 16. Duplicate Payment.** AWC shall not pay the Subcontractor, if the Subcontractor has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.
- 17. Entire Agreement.** This Subcontract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Subcontract shall be deemed to exist or to bind any of the parties hereto.
- 18. Ethical Conduct.** Neither the Subcontractor nor any employee or agent of the Subcontractor shall participate in the performance of any duty or service in whole or part under this Subcontract in violation of, or in a manner that violates any provision of the Ethics in Public Service law at Chapter 42.52 RCW, RCW 42.17A.550, RCW 42.17A.555, and 41.06.250 prohibiting the use of public resources for political purposes.
- 19. Governing Law and Venue.** This Subcontract shall be construed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.
- 20. Indemnification.** To the fullest extent permitted by law, Subcontractor shall indemnify, defend and hold harmless AWC and all officials, agents, and employees of AWC, from and against all claims for injuries or death arising out of or resulting from the performance of this Subcontract. "Claim" as used in this Subcontract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Additionally, "claims" shall include but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice or in unlawful restraint of competition. Subcontractor's obligation to indemnify, defend and hold harmless includes any claim by Subcontractor's agents, employees, representatives, or any subcontractor or its employees.
- Subcontractor expressly agrees to indemnify, defend, and hold harmless AWC for any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines out of or incident to Subcontractor's or its subcontractor's performance or failure to perform the Subcontract. Subcontractor's obligation to indemnify, defend, or hold harmless AWC shall not be eliminated or reduced by any actual or alleged concurrent negligence by AWC, or their agents, employees, or officials.
- Subcontractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless AWC, and their agents, employees, or officials.
- 21. Independent Capacity of the Subcontractor.** The parties intend that an independent Subcontractor relationship will be created by this Subcontract. The Subcontractor and his/her employees or agents performing under this Subcontract are not employees or agents of AWC. The Subcontractor will not hold itself out as nor claim to be an officer or employee of AWC, the Superintendent or of the state of Washington by reason hereof, nor will the Subcontractor make any claim or right, privilege, or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Subcontractor.

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- 22. Licensing and Accreditation Standards.** The Subcontractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary to the performance of this Subcontract.
- 23. Limitation of Authority.** Only AWC or AWC's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Subcontract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this Subcontract is not effective or binding unless made in writing and signed by AWC.
- 24. Non-Discrimination.** The Subcontractor shall comply with all the federal and state non-discrimination laws, regulations and policies, which are otherwise applicable to AWC. Accordingly, no person shall, on the ground of sex, race, creed, religion, color, national origin, marital status, families with children, age, veteran or military status, sexual orientation, gender expression, gender identity, disability, or the use of a trained dog guide or service animal, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any activity performed by the Subcontractor and its agents under this Subcontract. The Subcontractor shall notify AWC immediately of any allegations, claims, disputes, or challenges made against it under non-discrimination laws, regulations, or policies, or under the Americans with Disabilities Act. In the event of the Subcontractor's noncompliance or refusal to comply with this nondiscrimination provision, this Subcontract may be rescinded, cancelled or terminated in whole or part, and the Subcontractor may be declared ineligible for further contracts with AWC.
- 25. Overpayments.** Subcontractor shall refund to AWC the full amount of any overpayment under this Subcontract within thirty (30) calendar days of written notice. If Subcontractor fails to make a prompt refund, AWC may charge Subcontractor one percent (1%) per month on the amount due until paid in full.
- 26. Public Disclosure.** Subcontractor acknowledges that AWC is subject to the Washington State Public Records Act, Chapter 42.56 RCW, and AWC acknowledges that the Subcontractor is subject to the Washington State Public Records Act, Chapter 42.56 RCW, and that this Subcontract shall be a public record as defined in RCW 42.56. Any specific information that is claimed by either party to be confidential or proprietary must be clearly identified as such by that party. To the extent consistent with chapter 42.56 RCW, each party shall attempt reasonably to maintain the confidentiality of all such information marked confidential or proprietary. If a request is made to view such information, the party receiving the public records request will notify the other party of the request and the date that such records will be released to the requester unless the other party obtains a court order enjoining that disclosure. If such party fails to obtain the court order enjoining disclosure, the party receiving the records request will release the requested information on the date specified.
- 27. Publicity.** The Subcontractor agrees to submit to AWC all advertising and publicity matters relating to this Subcontract which in the AWC's judgment, AWC or the Superintendent's name can be implied or is specifically mentioned. The Subcontractor agrees not to publish or use such advertising and publicity matters without the prior written consent of AWC.

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28. Registration with Department of Revenue. The Subcontractor shall complete registration with the Department of Revenue and be responsible for payment of all taxes due on payments made under this Subcontract.

29. Records Maintenance. The Subcontractor shall maintain all books, records, documents, data and other evidence relating to this Subcontract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Subcontract. Subcontractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Subcontract, shall be subject at all reasonable times to inspection, review or audit by the AWC or the Superintendent, personnel duly authorized by AWC or the Superintendent, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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

30. Right of Inspection. The Subcontractor shall provide right of access to its facilities utilized under this Subcontract to AWC or any of its officers responsible for executing the terms of this Subcontract at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Subcontract on behalf of AWC. All inspections and evaluations shall be performed in such a manner that will not unduly interfere with the Subcontractor's business or work hereunder.

31. Severability. The provisions of this Subcontract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.

32. Subcontracting. Neither the Subcontractor nor any agent of the Subcontractor shall enter into subcontracts for any of the work contemplated under this Subcontract without obtaining prior written approval of AWC. Subcontractor is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Subcontract are included in any and all Subcontracts. In no event shall the existence of the subcontract operate to release or reduce liability of the Subcontractor to the AWC for any breach in the performance of the Subcontractor's duties. This clause does not include contracts of employment between the Subcontractor and personnel assigned to work under this Subcontract.

If, at any time during the progress of the work, AWC determines in its sole judgment that any agent of the Subcontractor is incompetent, AWC shall notify the Subcontractor, and the Subcontractor shall take immediate steps to terminate the agent's involvement in the work. The rejection or approval by AWC of any agent or the termination of an agent shall not relieve the Subcontractor of any of its responsibilities under the Subcontract, nor be the basis for additional charges to AWC.

33. Taxes. All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Subcontractor or its staff shall be the sole responsibility of the Subcontractor.

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- 34. Technology Security Requirements.** The security requirements in this document reflect the applicable requirements of Standard 141.10 (<https://ocio.wa.gov/policies>) of the Office of the Chief Information Officer for the state of Washington, which by this reference are incorporated into this agreement.

The Subcontractor acknowledges it is required to comply with WaTech Office of Chief Information Officer (OCIO) IT Security Policy 141 and OCIO IT Security Standard 141.10, Securing Information Technology Assets. OCIO IT Security Standard 141.10, Securing Information Technology Assets, applies to all Superintendent assets stored as part of a service, application, data, system, portal, module, components or plug-in product(s) that are secured as defined by the WaTech OCIO's IT Security Policy 141 and OCIO IT Security Standard 141.10, Securing Information Technology Assets.

As part of OCIO IT Security Standard 141.10, a design review checklist and/or other action may be required. These activities will be managed and coordinated between AWC and the Subcontractor. Any related costs to performing these activities shall be at the expense of the Subcontractor. Any such activities and resulting checklist and/or other products must be shared with AWC.

- 35. Termination for Convenience.** Except as otherwise provided in this Subcontract, the Superintendent or Superintendent's Designee may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Subcontract in whole or in part. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered to and received by the Subcontractor as of midnight the second day of mailing in the absence of proof of actual delivery to and receipt by the Subcontractor. If this Subcontract is so terminated, AWC shall be liable only for payment required under the terms of the Subcontract for services rendered or goods delivered prior to the effective date of termination.

- 36. Termination for Default.** In the event AWC determines the Subcontractor has failed to comply with the conditions of this Subcontract in a timely manner, AWC has the right to suspend or terminate this Subcontract. AWC shall notify the Subcontractor in writing of the need to take corrective action. If corrective action is not taken within thirty (30) days, the Subcontract may be terminated. AWC reserves the right to suspend all or part of the Subcontract, withhold further payments, or prohibit the Subcontractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Subcontractor or a decision by AWC to terminate the Contract. In the event of termination, the Subcontractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Subcontract and the replacement or cover Subcontract and all administrative costs directly related to the replacement Subcontract, e.g., cost of the competitive bidding, mailing, advertising and staff time. The termination shall be deemed to be a "Termination for Convenience" if it is determined that the Subcontractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of the AWC provided in this Subcontract are not exclusive and are in addition to any other rights and remedies provided by law.

- 37. Termination Due to Funding Limitations or Contract Renegotiation, Suspension.** In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Subcontract and prior to normal completion of this Subcontract, with the notice specified below and without liability for damages:

- a. At AWC's discretion, AWC may give written notice of intent to renegotiate the Subcontract under the revised funding conditions.

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- b. At AWC's discretion, AWC may give written notice to Subcontractor to suspend performance when AWC determines there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Subcontractor's performance to be resumed.
 - (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
 - (2) When AWC determines that the funding insufficiency is resolved, it will give the Subcontractor written notice to resume performance, and Subcontractor shall resume performance.
 - (3) Upon the receipt of notice under b. (2), if Subcontractor is unable to resume performance of this Subcontract or if the Subcontractor's proposed resumption date is not acceptable to AWC and an acceptable date cannot be negotiated, AWC may terminate the Subcontract by giving written notice to the Subcontractor. The parties agree that the Subcontract will be terminated retroactive to the date of the notice of suspension. AWC shall be liable only for payment in accordance with the terms of this Subcontract for services rendered prior to the retroactive date of termination.
- c. AWC may immediately terminate this Subcontract by providing written notice to the Subcontractor. The termination shall be effective on the date specified in the termination notice. AWC shall be liable only for payment in accordance with the terms of this Subcontract for services rendered prior to the effective date of termination. No penalty shall accrue to AWC in the event the termination option in this section is exercised.
- d. For purposes of this section, "written notice" may include email.

38. Termination Procedure. Upon termination of this Subcontract the AWC, in addition to other rights provided in this Subcontract, may require the Subcontractor to deliver to AWC any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The AWC shall pay to the Subcontractor the agreed upon price, if separately stated, for completed work and services accepted by AWC and the amount agreed upon by the Subcontractor and AWC for (a) completed work and services for which no separate price is stated, (b) partially completed work and services, (c) other property or services which are accepted by AWC, and (d) the protection and preservation of the property, unless the termination is for default, in which case AWC shall determine the extent of the liability. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause for this Subcontract. The AWC may withhold from any amounts due to the Subcontractor such sum as AWC determines to be necessary to protect AWC against potential loss or liability.

The rights and remedies of AWC provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law under this Subcontract.

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After receipt of a notice of termination, and except as otherwise directed by the Superintendent, the Subcontractor shall:

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

39. Treatment of Assets. Except as otherwise provided for in the Subcontract, the ownership and title to all real property and all personal property exceeding a value of \$5,000 purchased by the Subcontractor in the course of performing this Subcontract with moneys paid by the Superintendent shall vest in the Superintendent, except for supplies consumed in performing this Subcontract. The Subcontractor shall (1) maintain a current inventory of all the real and personal property; (2) label all the property "State of Washington, Superintendent of Public Instruction"; and, (3) surrender property and title to the Superintendent without charge prior to settlement upon completion, termination or cancellation of this Contract.

If any property is lost, destroyed, or damaged, the Subcontractor shall notify the Superintendent and take all reasonable steps to protect the property from further damage.

All reference to the Subcontractor under this clause shall include Subcontractor's employees and agents.

40. Waiver. A failure by either part to exercise its rights under this Subcontract shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this agreement. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of

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this Subcontract unless stated to be such in writing and signed by personnel authorized to bind each of the parties.

Attachment A**SEEK Application & Scope of Work*****Insert detailed project description as included in the Funding Opportunity application & Attach SEEK Funding Application*****City of College Place & Sonbridge Center for Better Living: Valley Adventure Camps & Hispanic Youth Leadership**

The purpose of this program is to provide supplies to aide in the execution of Valley Adventure Camps and Hispanic Youth Leadership. These programs serve about 100 kids between 10 and 18 years of age. Themed camp events run the gamut for five days a week for 10 weeks ranging from caving, music, drama, science, clown, lodge, water, and computer camps. Each participant would participate in about 400 hours of activities. These programs would be offered between June 1st and August 15th.

City of College Place & College Place Public Schools: Youth Intramural Recreation Programming

College Place Public Schools, at the direction of its Board of Directors is pursuing funding avenues to support our students in healthy activities. We have seen a significant decline in student health, level of physical activity, and ability to successfully interact with other same-age peers. Due to the isolation of the pandemic, finding an array of activities that can persist year-round to keep students engaged will be critical to our community students' growth moving forward. This request will support our current endeavors to provide after-school and weekend activities to keep our students active. We are looking to target students exiting grades Kindergarten through four for summer 2022 from our Elementary School (Davis Elementary) and hoping to support the private elementary students in our community as well if possible. The goal will be to bridge the roughly ten weeks of summer with week long instruction and engagement in fun activities. Students of all income levels will be able to participate as we utilize a sliding scale to adjust costs based on their Federal Free/Reduced Meal status. We would expect that we could staff roughly 100 campers over the summer to provide for proper supervision. The District would offer its buses and facilities to be used without a rental fee; only gas, driver, and cleaning fees. The request is to fund four staff members full time for the duration of the summer to include four weeks included for recruitment, setup and logistics. Each employee will be full time at forty hours per week with hourly wages between \$18.00-\$28.00/hour depending on level (one supervisor and three employees). Each employee will be responsible for designing the lessons, games, and activities and for their instruction. Staff will be responsible for student supervision from arrival until departure. Grant funds will be combined with District dollars to provide supplies that will allow for the use of shared spaces. Multiple portable soccer goals will allow for games on multiple fields simultaneously and support long-term development of larger programs. Portable pickleball nets and the equipment will allow for outdoor spaces of sidewalks and courts to become pickleball courts. Portable volleyball nets and standards too will allow for transforming any outdoor space into a useable volleyball court. Finally, Frisbee Golf goals will be purchased to create courses for students to use and enjoy. The goal is to create a program that students can engage in numerous activities over a number of weeks that will promote them getting active, learning new skills, working as a part of team, gaining interpersonal and social skills, and return them for the 2022-2023 school year prepared and ready for success.

City of College Place, WA & Campfire Walla Walla Summer Camp Program

Kiwanis Park Summer Day Camp Provided by Camp Fire Walla Walla Funds Requested: \$50,000

Program Focus Area(s): Youth Summer Day Camp (primary focus); Art Programs, Environmental Programs, STEM, Outdoor Recreation (secondary focus)

Communities Impacted: Low-income families, Rural or geographically isolated families (primary focus); English as a second language, Youth in foster care (secondary focus)

PROGRAM DESCRIPTION Describe the youth experience the program will provide (what they will do): The Camp Fire Day Camp experience includes a blend of small and large group activities that promote the Camp Fire mission: To provide youth with opportunities to find their spark, lift their voice, and discover who they are. We offer a wide variety of activities: sports and field games, art, music, science experiments, cooperative games, reading, skits and storytelling, gardening, swimming, hiking and nature exploration, and community service projects. Through these activities, we strive to help children explore new interests and develop skills, build healthy social-emotional connections with each other, improve physical and mental health, and practice leadership, communication, and solution-finding skills.

Detail how the program will prioritize activities that promote students connecting socially with their classmates, encourage students to engage in physical activity, and address participants'™ mental health and academic needs: To meet the social, emotional, and academic needs of our campers and to provide them with engaging and enriching outdoor experiences, we plan activities with some (very positive) ulterior motives in mind. Rather than just including simple directions for accomplishing each activity or task, our day camp lesson plans have a deeper purpose. For instance, while campers may think they are simply making a list of activities they would like to do, Camp Fire staff teach them the process of brainstorming, what it means to reserve judgement, techniques for making sure everyone has a turn to express their opinion, methods of making fair decisions together, discussing pros and cons, etc. An art project is rarely just an art project; a soccer game is rarely just a soccer game—they are opportunities to develop social-emotional skills with the guidance of camp counselors who are skilled in the art of facilitation.

Describe how each program will enhance access for those who have been historically underserved or are struggling due to income disparities and/or COVID-19 impacts (students from low-income families, students of color, children with disabilities, English learners, migratory students, students experiencing homelessness, and children and youth in foster care)? Our schedule and selection of activities promotes campers connecting socially with their peers and encourages physical activity. We offer children a chance to select activities that interest them individually, as well as plenty of opportunities to participate in group activities that they might not yet realize they enjoy. While we want campers to feel comfortable, we also want to challenge them to go outside their comfort zone—try new activities, meet new people, join an active game when they usually tend to like quiet reading, try painting when they usually gravitate toward sports. While our campers'™ parents appreciate the variety of activities, the aspect of day camp they appreciate most is having dependable, affordable childcare.

List ways in which the program will reduce/remove institutional and systemic barriers to participation. • **Income Based Fees:** The weekly fee will be variable based on family income, and additional scholarship funds will be available for families whose financial circumstances are further constrained. • **Bilingual Staff & Promotional Materials:** Several of staff are bilingual/bicultural and able to help ESL families with registration. Our promotional and informational material will be printed in both Spanish and English. • **Central Location:** Camp is intentionally located at Kiwanis Park, a central location that is within walking distance and/or on a bus route for families who lack transportation.

Explain how these funds allow your agency to provide services that it would not be able to otherwise. Receiving these funds will allow us to set camp fees at a level that is financially affordable for more families and provide additional financial assistance to families with constrained incomes. List program partnerships with organizations that work with underserved and/or economically disadvantaged youth populations. We are partnering with the City of College Place (use of Kiwanis Park), Place Public Schools (emergency use of Davis Elementary), and United Way of the Blue Mountains (limited financial support) to provide Camp Fire Day Camp to families in the College Place school district.

Indicate whether the program for which

you are seeking funds is fee-based. If fees are charged, please indicate whether your program will provide scholarships for underserved populations or other ways your program will ensure that costs are not a barrier. The actual break-even cost of running this program is \$235 per child per week, assuming 40 participants. With grant funding, program fees will be set at \$150 per child per week. This is an \$85 subsidy per child per week, totaling \$34,000. We are also requesting an additional \$16,000 to provide additional financial assistance through scholarships to particularly low-income families. The financial assistance application process will be clear and well-promoted, and available in both English and Spanish. Beyond the \$50,000 total grant request, additional donations from local organizations and individuals will be sought to provide additional need-based financial assistance so that cost is not a barrier. Provide the estimated number of hours each participant will spend outdoors: Campers check-in between 7:30 am and check-out between 4 and 5:30pm, and the program is based outside at Kiwanis Park picnic shelter. Although we can go inside Davis Elementary in the event of inclement weather, our campers will spend 7-10 hours outside every day. Explain time frames during which the program will be offered. Include the number of hours per day or week as well as the planned dates for the program during the summer of 2022. The program will run Monday through Friday for 10 weeks, June 20 through August 26. 7:30am through 5:30pm. Most campers attend for the full day, participating in activities for 35-50 hours per week. YOUTH SERVED Describe the K-12 youth (ages 4 to 21) who will participate and be served through this program. The Camp Fire Day Camp program is available to children entering 1st through 6th grade this coming school year. They and their families are residents of College Place and/or students in the College Place school district. Describe your outreach, specifically noting how you plan to serve those most impacted by the COVID-19 pandemic such as students from low-income families, students of color, children with disabilities, English learners, migratory students, students experiencing homelessness, and children and youth in foster care. College Place has fewer outdoor recreation opportunities and a population that includes more financially strained families, more people of color, and more English language learners. We will share print and electronic materials in both Spanish and English and collaborate with local agencies who work closely with under-served populations to get the word out about our programs and financial assistance. Explain how target youth populations will be recruited to participate. Our recruiting includes Spanish-English printed materials which will be shared throughout the community and school district, with a particular focus on getting information into the hands of low-income families. Through the financial assistance application process, low-income families will have priority in registering early for the program. Explain how these funds will create more access to underserved and/or economically disadvantaged youth. With grant funding, program fees will be set at a level that is financially affordable and variable, based on families' income level, and additional financial assistance will be available to low-income, under-served families as needed. List any barriers that prevent participants from outdoor programming? We have tried to mitigate and minimize barriers that prevent children from participating in our program and are able to serve children experiencing a mild to moderate level cognitive and/or physical challenges. Provide potential number of K-12 youth (ages 4 to 21) who would be served. We hope to serve at least 40 children during each of the 10-week sessions. _____

Main Contact Information Name: Janet Adams
 Email: janet@wwcampfire.org Phone: 5095253180

Attachment B

Budget & Project Costs Worksheet

Budget (as presented in the SEEK application Project Costs Worksheet)

Project: City of College Place & Sonbridge Center for Better Living: Valley Adventure Camps & Hispanic Youth Leadership

Project Costs	Summer 2022
Staff	\$56000
Equipment & supplies (i.e. sports equipment, art supplies, or water and snacks) (<i>must be directly related to program being offered</i>)	\$20000
Scholarships or subsidies	\$41000
Transportation	\$12000
Facilities	\$5000
Professional Services (please be specific on type of service)	\$
Fees (such as entrance fees for field trips)	\$
**Meals	\$
Other (please specify)	\$
TOTAL	\$134000

Project: City of College Place & College Place Public Schools: Youth Intramural Recreation Programming

Project Costs	Summer 2022
Staff	\$ Staff Costs
Equipment & supplies (i.e. sports equipment, art supplies, or water and snacks) (<i>must be directly related to program being offered</i>)	\$ Equipment & Staff Costs
Scholarships or subsidies	\$ Scholarships or Subsidies Costs
Transportation	\$ Transportation Costs
Facilities	\$ Facility Costs
Professional Services (please be specific on type of service)	\$ Professional services Costs
Fees (such as entrance fees for field trips)	\$ Fees
**Meals	\$ Meal Costs
Other (please specify)	\$ Other Costs
TOTAL	\$32375

Project: City of College Place, WA & Campfire Walla Walla Summer Camp Program

Project Costs	Summer 2022
Staff	\$
Equipment & supplies (i.e. sports equipment, art supplies, or water and snacks) <i>(must be directly related to program being offered)</i>	\$
Scholarships or subsidies	\$50000
Transportation	\$
Facilities	\$
Professional Services (please be specific on type of service)	\$
Fees (such as entrance fees for field trips)	\$
**Meals	\$
Other (please specify)	\$
TOTAL	\$50000

Attachment C

Subcontractor Reporting Requirements

Reports must contain the following information:

- Describe the K-12-aged (4 to 21) youth who participated through this program including disaggregated data about student age range, gender, race/ethnicity, FRPL status, and other student information.
- Describe the type of program funded and the geographic area served.
- Explain how the program targeted youth populations were recruited to participate.
- Explain how these funds were used to create more access to underserved and/or economically disadvantaged youth.
- What disproportionately impacted communities did the summer recreation program serve?
- Discuss program successes and challenges.

Attachment D**Subcontractor Agent(s)**

List any Subcontractor Agent(s) that will provide director supervision of youth in a program funded through SEEK.

Name of Agent	Address
Agent #1	Agent Address #1
Agent #2	Agent Address #2
Agent #3	Agent Address #3
Agent #4	Agent Address #4
Agent #5	Agent Address #5
Agent #6	Agent Address #6
Agent #7	Agent Address #7

Attachment E**Proclamation 21-14 COVID-19 Vaccination Certification**

To reduce the spread of COVID-19, Washington state Governor Jay Inslee, pursuant to emergency powers authorized in RCW 43.06.220, issued [Proclamation 21-14 – COVID-19 Vaccination Requirement \(dated August 9, 2021\)](#), as amended by [Proclamation 21-14.1 – COVID-19 Vaccination Requirement \(dated August 20, 2021\)](#) and as amended by [Proclamation 21-14.2 – COVID-19 Vaccination Requirement \(dated September 27, 2021\)](#), and as may be amended thereafter. The Proclamation requires contractors who have goods, services, or public works contracts with a Washington state agency to ensure that their personnel (including subcontractors and agents) who perform contract activities on-site comply with the COVID-19 vaccination requirements, unless exempted as prescribed by the Proclamation. AWC is under contract with OSPI and as such is required to meet these requirements and ensure that any subcontractors also comply.

By entering into this agreement, the Subcontractor agrees to comply as follows:

1. Has reviewed and understands Subcontractor's obligations as set forth in Proclamation 21-14 – COVID-19 Vaccination Requirement (dated August 9, 2021), as amended by Proclamation 21-14.1 – COVID-19 Vaccination Requirement (dated August 20, 2021), and as amended by Proclamation 21-14.2 – COVID-19 Vaccination Requirement (dated September 27, 2021);
2. Has developed a COVID-19 Vaccination Verification Plan for Subcontractor's personnel (including agents) that complies with the above-referenced Proclamation;
3. Has obtained a copy or visually observed proof of full vaccination against COVID-19 for Subcontractor personnel (including agents) who are subject to the vaccination requirement in the above-referenced Proclamation;
4. Complies with the requirements for granting disability and religious accommodations for Subcontractor personnel (including agents) who are subject to the vaccination requirement in the above-referenced Proclamation;
5. Has operational procedures in place to ensure that any contract activities that occur in person and on-site at OSPI premises (other than only for a short period of time during a given day and where any moments of close proximity to others on-site will be fleeting – e.g., a few minutes for deliveries) that are performed by Subcontractor personnel (including agents) will be performed by personnel who are fully vaccinated or properly exempted as required by the above-referenced Proclamation;
6. Has operational procedures in place to enable Subcontractor personnel (including agents) who perform contract activities on-site and at OSPI premises to provide compliance documentation that such personnel are in compliance with the above referenced Proclamation;
7. Will provide to OSPI or AWC, upon request, Subcontractor's COVID-19 Vaccination Verification Plan and related records, except as prohibited by law, and will cooperate with any investigation or inquiry pertaining to the same.



Project Costs Worksheet

Agency Name: College Place Public Schools

Program / Project Name: Active Kids, Healthy Kids 2022

Indicate below how funds will be used and at what level, being as specific as possible. Staff training and travel and capital infrastructure costs are ineligible for funding. Equipment and supplies that relate directly to the program being offered (such as renting a bus or van for trips) are eligible. Supplies must not exceed a \$5000/unit maximum cost.

Project Costs	Summer 2022
Staff	\$ 5421
Equipment & supplies (i.e. sports equipment, art supplies, or water and snacks) <i>(must be directly related to program being offered)</i>	\$ 1589
Scholarships or subsidies	\$ 3740
Transportation	\$ 1320
Facilities	\$ 0
Professional Services (please be specific on type of service)	\$ 0
Fees for activities or field trips (such as entrance fees for field trips)	\$ 880
**Meals	\$ 0
Other (please specify)	\$
TOTAL	\$ 12950

**Is your agency a current sponsor of the OSPI meal program or are you planning on being a site for the first time in the summer of 2022? (Only if the answer is "no" can meals be an allowable expense.)

50Kiwanis Park Summer Day Camp
Provided by Camp Fire Walla Walla

Funds Requested: \$50,000

Program Focus Area(s): Youth Summer Day Camp (primary focus); Art Programs, Environmental Programs, STEM, Outdoor Recreation (secondary focus)

Communities Impacted: Low-income families, Rural or geographically isolated families (primary focus); English as a second language, Youth in foster care (secondary focus)

PROGRAM DESCRIPTION

Describe the youth experience the program will provide (what they will do):

The Camp Fire Day Camp experience includes a blend of small and large group activities that promote the Camp Fire mission: To provide youth with opportunities to find their spark, lift their voice, and discover who they are. We offer a wide variety of activities: sports and field games, art, music, science experiments, cooperative games, reading, skits and storytelling, gardening, swimming, hiking and nature exploration, and community service projects. Through these activities, we strive to help children explore new interests and develop skills, build healthy social-emotional connections with each other, improve physical and mental health, and practice leadership, communication, and solution-finding skills.

Detail how the program will prioritize activities that promote students connecting socially with their classmates, encourage students to engage in physical activity, and address participants' mental health and academic needs:

To meet the social, emotional, and academic needs of our campers and to provide them with engaging and enriching outdoor experiences, we plan activities with some (very positive) ulterior motives in mind. Rather than just including simple directions for accomplishing each activity or task, our day camp lesson plans have a deeper purpose. For instance, while campers may think they are simply making a list of activities they would like to do, Camp Fire staff teach them the process of brainstorming, what it means to reserve judgement, techniques for making sure everyone has a turn to express their opinion, methods of making fair decisions

together, discussing pros and cons, etc. An art project is rarely just an art project; a soccer game is rarely just a soccer game...they are opportunities to develop social-emotional skills with the guidance of camp counselors who are skilled in the art of facilitation.

Describe how each program will enhance access for those who have been historically underserved or are struggling due to income disparities and/or COVID-19 impacts (students from low-income families, students of color, children with disabilities, English learners, migratory students, students experiencing homelessness, and children and youth in foster care)?

Our schedule and selection of activities promotes campers connecting socially with their peers and encourages physical activity. We offer children a chance to select activities that interest them individually, as well as plenty of opportunities to participate in group activities that they might not yet realize they enjoy. While we want campers to feel comfortable, we also want to challenge them to go outside their comfort zone...try new activities, meet new people, join an active game when they usually tend to like quiet reading, try painting when they usually gravitate toward sports. While our campers' parents appreciate the variety of activities, the aspect of day camp they appreciate most is having dependable, affordable childcare.

List ways in which the program will reduce/remove institutional and systemic barriers to participation.

- Income Based Fees: The weekly fee will be variable based on family income, and additional scholarship funds will be available for families whose financial circumstances are further constrained.
- Bilingual Staff & Promotional Materials: Several of staff are bilingual/bicultural and able to help ESL families with registration. Our promotional and informational material will be printed in both Spanish and English.
- Central Location: Camp is intentionally located at Kiwanis Park, a central location that is within walking distance and/or on a bus route for families who lack transportation.

Explain how these funds allow your agency to provide services that it would not be able to otherwise.

Receiving these funds will allow us to set camp fees at a level that is financially affordable for more families and provide additional financial assistance to families with constrained incomes.

List program partnerships with organizations that work with underserved and/or economically disadvantaged youth populations.

We are partnering with the City of College Place (use of Kiwanis Park), Place Public Schools (emergency use of Davis Elementary), and United Way of the Blue Mountains (limited financial support) to provide Camp Fire Day Camp to families in the College Place school district.

Indicate whether the program for which you are seeking funds is fee-based. If fees are charged, please indicate whether your program will provide scholarships for underserved populations or other ways your program will ensure that costs are not a barrier.

The actual break-even cost of running this program is \$235 per child per week, assuming 40 participants. With grant funding, program fees will be set at \$150 per child per week. This is an \$85 subsidy per child per week, totaling \$34,000. We are also requesting an additional \$16,000 to provide additional financial assistance through scholarships to particularly low-income families. The financial assistance application process will be clear and well-promoted, and available in both English and Spanish. Beyond the \$50,000 total grant request, additional donations from local organizations and individuals will be sought to provide additional need-based financial assistance so that cost is not a barrier.

Provide the estimated number of hours each participant will spend outdoors:

Campers check-in between 7:30 – 9am and check-out between 4 – 5:30pm, and the program is based outside at Kiwanis Park picnic shelter. Although we can go inside Davis Elementary in the event of inclement weather, our campers will spend 7-10 hours outside every day.

Explain time frames during which the program will be offered. Include the number of hours per day or week as well as the planned dates for the program during the summer of 2022.

The program will run Monday – Friday for 10 weeks, June 20 – August 26. 7:30am – 5:30pm. Most campers attend for the full day, participating in activities for 35-50 hours per week.

YOUTH SERVED

Describe the K-12 youth (ages 4 to 21) who will participate and be served through this program.

The Camp Fire Day Camp program is available to children entering 1st – 6th grade this coming school year. They and their families are residents of College Place and/or students in the College Place school district.

Describe your outreach, specifically noting how you plan to serve those most impacted by the COVID-19 pandemic such as students from low-income families, students of color, children with disabilities, English learners, migratory students, students experiencing homelessness, and children and youth in foster care.

College Place has fewer outdoor recreation opportunities and a population that includes more financially strained families, more people of color, and more English language learners. We will share print and electronic materials in both Spanish and English and collaborate with local agencies who work closely with under-served populations to get the word out about our programs and financial assistance.

Explain how target youth populations will be recruited to participate.

Our recruiting includes Spanish-English printed materials which will be shared throughout the community and school district, with a particular focus on getting information into the hands of low-income families. Through the financial assistance application process, low-income families will have priority in registering early for the program.

Explain how these funds will create more access to underserved and/or economically disadvantaged youth.

With grant funding, program fees will be set at a level that is financially affordable and variable, based on families' income level, and additional financial assistance will be available to low-income, under-served families as needed.

List any barriers that prevent participants from outdoor programming?

We have tried to mitigate and minimize barriers that prevent children from participating in our program and are able to serve children experiencing a mild to moderate level cognitive and/or physical challenges.

Provide potential number of K-12 youth (ages 4 to 21) who would be served.

We hope to serve at least 40 children during each of the 10-week sessions.

Main Contact Information

Name: Janet Adams

Email: janet@wwcampfire.org

Phone: 5095253180

Subcontractor Grant Agreement between the City of College Place, a municipal corporation, & Walla Walla Campfire, a 501©3 non-profit, for Summer 2022 Youth Recreation Program/Project Funding through the Summer Experiences & Enrichment for Kids Fund (SEEK Fund)

WHEREAS, the City of College Place, Washington; hereinafter referred to as “CITY” is a non-charter code city entitled to the privileges defined in RCW Title 35A; and

WHEREAS, the Walla Walla Campfire; hereinafter referred to as “CAMPFIRE” is a 501©3 non-profit that provides youth recreation activities in the State of Washington; and

WHEREAS, the term “PARTIES” denotes CITY and CAMPFIRE; and

WHEREAS, the Association of Washington Cities, Washington Park & Recreation Association, and the State of Washington developed the Summer Experiences & Enrichment Program (SEEK) grant fund to cover the costs to expand youth recreation programming throughout Fiscal Year 2022; and

WHEREAS, the CITY partnered with CAMPFIRE to submit for \$50,000 in grant funds to cover the costs to subsidize the Kiwanis Park Day Camp in College Place, Washington; and

WHEREAS, the College Place City Council accepted a grant agreement through Association of Washington Cities via adoption of Resolution #22-014 during the February 22nd, 2022 City Council meeting; and

WHEREAS, the CITY per the grant agreement needs to have a subcontractor agreement in place with the CAMPFIRE before program implementation;

NOW THEREFORE, it is hereby resolved between the PARTIES as follows:

1. The PARTIES must abide by the conditions in the SEEK Funding Opportunity Subcontractor Funding Agreement signed between the CITY and Association of Washington Cities via Resolution #22-014 which is attached to this Agreement via Appendix A.
2. CAMPFIRE must manage the program budget in accordance with the costs outlined in the Project Costs Worksheet identified via Appendix B. Reimbursement sheets can be turned into the CITY on a monthly basis and the CITY will submit documents to Association of Washington Cities for reimbursement as outlined in Subcontractor Funding Agreement in Appendix A.
3. CAMPFIRE must provide a youth recreation program as outlined in the narrative written by CAMPFIRE and submitted to Association of Washington Cities by the City. The narrative is attached to this Agreement as Appendix C.

Adopted by the City Council of the City of College Place, Washington, this ____ day of _____, 2022

ATTEST:

Michael Rizzitiello, City Administrator

Lisa R. Neissl, CMC
City Clerk

Adopted by the Board of Walla Walla Campfire this ____ day of _____, 2022

ATTEST:

, Board President

, Board Clerk

SEEK Funding Opportunity Subcontractor Funding Agreement

Association of Washington Cities
Service Subcontract (“Subcontract”) with

City of College Place
through

Summer Experiences & Enrichment for Kids Fund (SEEK Fund)
A program of the Washington Office of Superintendent of Public Instruction
(OSPI)

For

Jurisdiction Name	City of College Place
Program Description	1. City of College Place & Sonbridge Center for Better Living: Valley Adventure Camps & Hispanic Youth Leadership 2. City of College Place & College Place Public Schools: Youth Intramural Recreation Programming 3. City of College Place, WA & Campfire Walla Walla Summer Camp Program

Start date: April 15, 2022

End date: November 15, 2022

FACE SHEET**Subcontract Number: 22-19****Association of Washington Cities (AWC)****Summer Experiences & Enrichment for Kids (SEEK) Fund**

The Association of Washington Cities (AWC) is working in collaboration with and generally under the direction from OSPI to provide evidence-based, outdoor, summer enrichment programs to youth in K-12 (ages 4-21). Funds for this subcontract are intended to prevent, prepare for, or respond to the COVID-19 pandemic, including its impact on the social, emotional, mental health, and academic needs of students.

1. Subcontractor Agency Name Mailing Address Physical Address Phone Number		2. Subcontractor Doing Business As (optional) DBA Name DBA Mailing Address DBA Physical Address	
3. Subcontractor Representative Michael Rizzitiello mrizzitiello@cpwa.us		4. AWC Representative Jacob Ewing Legislative Policy Analyst (360) 753-4137 jacobe@awcnet.org 1076 Franklin Street SE Olympia, WA 98501	
5. Subcontract Amount \$216375	6. Start Date April 15, 2022	7. End Date November 15, 2022	8. Tax ID # Insert Tax ID
9. Subcontract Purpose Carry out summer activities under the OSPI SEEK program as described in Attachment A.			
AWC and the Subcontractor, as defined above, acknowledge and accept the terms of this Subcontract and attachments and have executed this Subcontract on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Subcontract are governed by this Subcontract and the following other documents incorporated by reference: Subcontractor General Terms and Conditions including Attachment "A" – SEEK Application/Scope of Work; Attachment "B" – Project Costs Worksheet; Attachment "C" – Subcontractor Data Collection; Attachment (D) – Subcontractor Agent(s); Attachment E - Proclamation 21-14 COVID-19 Vaccination Certification.			
FOR SUBCONTRACTOR _____ _____ Date		FOR Association of Washington Cities _____ _____ Date	

Last revision 11/23/2021

SEEK Funding Opportunity Subcontractor Funding Agreement

1. **SUBCONTRACT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the Subcontract contact person for all communications and billings regarding the performance of this Subcontract.

The Representative for AWC and their contact information are identified on the Face Sheet of this Subcontract.

The Representative for the Subcontractor and their contact information are identified on the Face Sheet of this Subcontract.

2. **PAYMENT**

AWC shall pay an amount not to exceed **\$216375** for the performance of all things necessary for or incidental to the performance of work as set forth in the SEEK Application and described in Attachment A. Subcontractor's compensation for services rendered shall be based on the completion of duties as outlined in the SEEK application, in Attachment A, in accordance with the following sections.

3. **BILLING PROCEDURES AND PAYMENT**

AWC will reimburse Subcontractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for AWC not more often than monthly. Subcontractor will use the invoice form provided by AWC to request reimbursement.

The invoices shall describe and document, to AWC's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the **Subcontract Number 22-19**. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

If errors are found in the submitted invoice or supporting documents, AWC will notify the Subcontractor to make corrections in a timely manner, resubmit the invoice and/or supporting documentation as requested, and notify AWC.

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

AWC may, in its sole discretion, terminate the Subcontract or withhold payments claimed by the Subcontractor for services rendered if the Subcontractor fails to satisfactorily comply with any term or condition of this Subcontract.

No payments in advance or in anticipation of services or supplies to be provided under this Subcontract shall be made by AWC.

Duplication of Billed Costs

The Subcontractor shall not bill AWC for services performed under this Subcontract, and AWC shall not pay the Subcontractor, if the Subcontractor is entitled to payment or has been or will be paid by any other source, including grants, for that service. This does not include fees charged for summer recreation programs.

Disallowed Costs

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

SEEK Funding Opportunity Subcontractor Funding Agreement

Final Reimbursement and Reporting Deadline

When the project is completed the Subcontractor must submit a final invoice, final report, and supporting documents needed to close out the project no later than **October 1, 2022**.

AWC shall withhold 10 percent (10%) from each payment until acceptance by AWC of the final reporting from the Subcontractor has been submitted and verified.

4. SUBCONTRACTOR DATA COLLECTION/REPORTING REQUIREMENTS

Subcontractor will submit reports, in a form and format to be provided by AWC (See Attachment C). Data must be provided to AWC along with final billing.

5. AGENT(S)

Agent(s) in this contract refers to any third-party entity and its employees that the Subcontractor has subcontracted with to provide services funded through this agreement. The Subcontractor is responsible for ensuring that any agent complies with the provision herein.

Any of the Subcontractor's agent(s) that will provide director supervision of youth through programs funded by this contract must be listed in Attachment D – Subcontractor Agent(s) and must provide proof of insurance per Section 6 of this document.

6. INSURANCE

a. Workers' Compensation Coverage. The Subcontractor shall at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the fullest extent applicable. This requirement includes the purchase of industrial insurance coverage for the Subcontractor's employees, as may now hereafter be required of an "employer" as defined in Title 51 RCW. Such workers' compensation and occupational disease requirements shall include coverage for all employees of the Subcontractor, and for all employees of any subcontract retained by the Subcontractor, suffering bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Subcontract. Satisfaction of these requirements shall include, but shall not be limited to:

- i. Full participation in any required governmental occupational injury and/or disease insurance program, to the extent participation in such a program is mandatory in any jurisdiction;
- ii. Purchase workers' compensation and occupational disease insurance benefits to employees in full compliance with all applicable laws, statutes, and regulations, but only to the extent such coverage is not provided under mandatory governmental program in "a" above, and/or;
- iii. Maintenance of a legally permitted and governmentally approved program of self-insurance for workers' compensation and occupational disease.

Except to the extent prohibited by law, the program of the Subcontractor's compliance with workers' compensation and occupational disease laws, statutes, and regulations in 1), 2), and 3) above shall provide for a full waiver of rights of subrogation against AWC, its directors, officers, and employees.

SEEK Funding Opportunity Subcontractor Funding Agreement

If the Subcontractor, or any agent retained by the Subcontractor, fails to effect and maintain a program of compliance with applicable workers' compensation and occupational disease laws, statutes, and regulations and AWC incurs fines or is required by law to provide benefits to such employees, to obtain coverage for such employees, the Contractor will indemnify AWC for such fines, payment of benefits to Subcontractor or Subcontractor employees or their heirs or legal representatives, and/or the cost of effecting coverage on behalf of such employees. Any amount owed AWC by the Subcontractor pursuant to the indemnity may be deducted from any payments owed by AWC to the Subcontractor for the performance of this Subcontract.

b. Automobile Insurance. In the event that services delivered pursuant to this Subcontract involve the use of vehicles, owned or operated by the Subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is:

\$1,000,000 per accident, using a Combined Single Limit for bodily injury and property damage.

c. Business Automobile Insurance. In the event that services performed under this Subcontract involve the use of vehicles or the transportation of clients, automobile liability insurance shall be required. If Subcontractor-owned personal vehicles are used, a Business Automobile policy covering a minimum Code 2 "owned autos only" must be secured. If the Subcontractor's employees' vehicles are used, the Subcontractor must also include under the Business Automobile policy Code 9, coverage for "non-owned autos." The minimum limits for automobile liability is:

\$1,000,000 per accident, using a Combined Single Limit for bodily injury and property damage.

d. Public Liability Insurance (General Liability). The Subcontractor shall at all times during the term of this Subcontract, at its cost and expense, carry and maintain general public liability insurance, including contractual liability, against claims for bodily injury, personal injury, death, or property damage occurring or arising out of services provided under this Subcontract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Subcontractor or its officers, agents, representatives, assigns or servants. The limits of liability insurance, which may be increased from time to time as deemed necessary by AWC, with the approval of the Subcontractor (which shall not be unreasonably withheld), shall not be less than as follows:

Each Occurrence	\$1,000,000
Products-Completed Operations Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$ 50,000

e. Local Governments that Participate in a Self-Insurance Program.

Alternatively, Subcontractors may maintain a program of self-insurance or participate in a property/liability pool with adequate limits to comply with the Subcontract insurance requirements or as is customary to the contractor or subcontractor's business, operations/industry, and the performance of its respective obligations under this Subcontract.

SEEK Funding Opportunity Subcontractor Funding Agreement

- f. Additional Insured.** The Office of Superintendent of Public Instruction, and the Association of Washington Cities, shall be specifically named as an additional insured on all policies, including Public Liability and Business Automobile, except for liability insurance on privately-owned vehicles, and all policies shall be primary to any other valid and collectible insurance.

AWC and OSPI may waive the requirement to be specially named as an additional insured on policies, including Public Liability and Business Automobile, provided that the Subcontractor provides: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pools must comply with RCW 48.62, the requirements of the Office of Risk Management and Local Government Self Insurance Program, the Washington State Auditor's reporting requirements and all related federal and state regulations.

Subcontractors participating in a joint risk pool shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The AWC and OPSI, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

- g. Proof of Insurance.** Certificates and or evidence satisfactory to the AWC confirming the existence, terms and conditions of all insurance required above shall be delivered to AWC within five (5) days of the Subcontractor's receipt of Authorization to Proceed.

- h. General Insurance Requirements.** Subcontractor shall, at all times during the term of the Subcontract and at its cost and expense, buy and maintain insurance of the types and amounts listed above. Failure to buy and maintain the required insurance may result in the termination of the Subcontract at AWC's option. By requiring insurance herein, AWC does not represent that coverage and limits will be adequate to protect Subcontractor and such coverage and limits shall not limit Subcontractor's liability under the indemnities and reimbursements granted to AWC in this Subcontract.

Subcontractor shall include all agents of the Subcontractor as insureds under all required insurance policies, or shall furnish proof of insurance and endorsements for each agent. Agent(s) must comply fully with all insurance requirements stated herein. Failure of agent(s) to comply with insurance requirements does not limit Subcontractor's liability or responsibility.

7. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Subcontract and Subcontractor General Terms and Conditions
- Attachment A – SEEK Application & Scope of Work
- Attachment B – Budget and Project Costs Worksheet
- Attachment C – Subcontractor Reporting Requirements
- Attachment D – Subcontractor Agent(s)
- Attachment E - Proclamation 21-14 COVID-19 Vaccination Certification

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SUBCONTRACTOR GENERAL TERMS AND CONDITIONS

1. **Access to Data.** In compliance with Chapter 39.26 RCW, the Subcontractor shall provide access to data generated under this Subcontract to AWC, and to the extent necessary to comply with RCW 39.26, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Subcontractor's reports, including computer models and methodology for those models.
2. **Alterations and Amendments.** This Subcontract may be amended only by mutual agreement of the parties in writing. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.
3. **Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, also referred to as the "ADA" 28 CFR Part 35.** In relation to this Subcontract, the Subcontractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
4. **Assignment.** Neither this Subcontract, nor any claim arising under this Subcontract, shall be transferred or assigned by the Subcontractor without prior written consent of AWC.
5. **Assurances.** AWC and the Subcontractor agree that all activity pursuant to this Subcontract will be in accordance with all applicable current federal, state and local laws, rules and regulations.
6. **Attorney's Fees.** In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney's fees and costs.
7. **Budget Revisions.** Any monetary amount budgeted by the terms of this Subcontract for various activities and line item objects of expenditure, as outlined in Attachment B – Budget and Project Costs Worksheet, may be revised without prior written approval of AWC, so long as the revision is no more than ten percent (10%) of the original line item amount and the increase in an amount is offset by a decrease in one or more other amounts equal to or greater than the increase. All other budget revisions exceeding ten percent (10%) shall only be made with the prior written approval of AWC. Subcontractor will use the funding change request form provided by AWC to request these budget revisions.
8. **Certification Regarding Debarment, Suspension, and Ineligibility.** The Subcontractor certifies that neither it nor its principals are debarred, suspended, proposed for debarment, or voluntarily excluded from participation in transactions by any federal department or agency. The Subcontractor further certifies that they will ensure that potential subcontractors or any of their principals are not debarred, suspended, proposed for debarment, or voluntarily excluded from participation in covered transactions by any federal department or agency. "Covered transactions" include procurement contracts for goods that are expected to equal or exceed twenty-five thousand dollars (\$25,000). Subcontractor may do so by obtaining a certification statement from the potential subcontractor or subrecipient or by checking online at the System for Award Management (SAM), Excluded Parties List. The Subcontractor shall immediately notify the AWC if, during the term of this subcontract, Subcontractor becomes debarred. AWC may immediately terminate this Subcontract by providing Subcontractor written notice if Subcontractor becomes debarred during the term of this Subcontract.

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The Subcontractor also certifies that neither it nor its principals are debarred, suspended, or proposed for debarment from participation in transactions by any state department or agency. The Subcontractor further certifies that they will ensure that potential subcontractors or any of their principals are not debarred, suspended, or proposed for debarment from participation in covered transactions by any state department or agency.

- 9. Certification Regarding Lobbying.** The Subcontractor certifies that Federal-appropriated funds will not be used to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Subcontractor shall require its agents to certify compliance with this provision.
- 10. Certification Regarding Wage Violations.** The Subcontractor certifies that within three (3) years prior to the date of execution of this Subcontract, Subcontractor has not been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW chapters 49.46, 49.48, or 49.52.

The Subcontractor further certifies that it will remain in compliance with these requirements during the term of this Subcontract. Subcontractor will immediately notify AWC of any finding of a willful violation entered by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction entered during the term of this Subcontract.

- 11. Change in Status.** In the event of substantive change in the legal status, organizational structure, or fiscal reporting responsibility of the Subcontractor, Subcontractor agrees to notify AWC of the change. Subcontractor shall provide notice as soon as practicable, but no later than thirty (30) days after such a change takes effect.
- 12. Confidentiality.** The Subcontractor acknowledges that all of the data, material and information which originates from this Subcontract, and any student assessment data, material and information which will come into its possession in connection with performance under this Subcontract, consists of confidential data owned by AWC or confidential personally identifiable data subject to the federal Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) or other privacy laws, and that the data must be secured and protected from unauthorized disclosure by the Subcontractor. The Subcontractor is wholly responsible for compliance with FERPA requirements.

The Subcontractor, therefore, agrees to hold all such material and information in strictest confidence, not to make use thereof other than for the performance of this Subcontract, to release it only to authorized employees and agents requiring such information and not release or disclose it to any other party. The Subcontractor agrees to release such information or material only to employees and agents who have signed a written agreement expressly prohibiting disclosure or usages not specifically authorized by this Subcontract. The parties acknowledge the release of records may be subject to the Public Records Act, RCW 42.56, and further acknowledge that Washington law and court order may compel disclosure of certain records; this provision does not apply to records compelled by law or court order.

- 13. Copyright Provisions.** Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and copyright shall be owned by the

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Superintendent of Public Instruction (Superintendent). The Superintendent shall be considered the author of such Materials. If Materials are not considered “works for hire”, Subcontractor hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to the Superintendent effective from the moment of creation of such Materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Copyright ownership includes the right to patent, register and the ability to transfer these rights.

Subcontractor understands that, except where otherwise agreed to in writing or approved by the Superintendent or designee, all original works of authorship produced under this Contract shall carry a [Creative Commons Attribution License](#), version 4.0 or later.

All Materials the Subcontractor has adapted from others’ existing openly licensed resources must be licensed with the least restrictive open license possible that is not in conflict with existing licenses.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, Subcontractor will license the materials to allow others to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. If the Subcontractor would like to limit these pre-existing portions of the work to [non-commercial use](#), the [Creative Commons Attribution-NonCommercial-ShareAlike](#) license, version 4.0 or later, is acceptable for these specific sections.

The Subcontractor warrants and represents that Subcontractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to apply such a license.

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

- 14. Covenant Against Contingent Fees.** The Subcontractor warrants that no person or selling agent has been employed or retained to solicit or secure this Subcontract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agent maintained by the Subcontractor for the purpose of securing business. AWC shall have the right, in the event of breach of this clause by the Subcontractor, to annul this Subcontract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fees.
- 15. Disputes.** In the event that a dispute arises under this Subcontract, the parties will use their best efforts to amicably resolve any dispute, including use of alternative dispute resolution options.

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- 16. Duplicate Payment.** AWC shall not pay the Subcontractor, if the Subcontractor has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.
- 17. Entire Agreement.** This Subcontract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Subcontract shall be deemed to exist or to bind any of the parties hereto.
- 18. Ethical Conduct.** Neither the Subcontractor nor any employee or agent of the Subcontractor shall participate in the performance of any duty or service in whole or part under this Subcontract in violation of, or in a manner that violates any provision of the Ethics in Public Service law at Chapter 42.52 RCW, RCW 42.17A.550, RCW 42.17A.555, and 41.06.250 prohibiting the use of public resources for political purposes.
- 19. Governing Law and Venue.** This Subcontract shall be construed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.
- 20. Indemnification.** To the fullest extent permitted by law, Subcontractor shall indemnify, defend and hold harmless AWC and all officials, agents, and employees of AWC, from and against all claims for injuries or death arising out of or resulting from the performance of this Subcontract. "Claim" as used in this Subcontract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Additionally, "claims" shall include but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice or in unlawful restraint of competition. Subcontractor's obligation to indemnify, defend and hold harmless includes any claim by Subcontractor's agents, employees, representatives, or any subcontractor or its employees.
- Subcontractor expressly agrees to indemnify, defend, and hold harmless AWC for any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines out of or incident to Subcontractor's or its subcontractor's performance or failure to perform the Subcontract. Subcontractor's obligation to indemnify, defend, or hold harmless AWC shall not be eliminated or reduced by any actual or alleged concurrent negligence by AWC, or their agents, employees, or officials.
- Subcontractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless AWC, and their agents, employees, or officials.
- 21. Independent Capacity of the Subcontractor.** The parties intend that an independent Subcontractor relationship will be created by this Subcontract. The Subcontractor and his/her employees or agents performing under this Subcontract are not employees or agents of AWC. The Subcontractor will not hold itself out as nor claim to be an officer or employee of AWC, the Superintendent or of the state of Washington by reason hereof, nor will the Subcontractor make any claim or right, privilege, or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Subcontractor.

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- 22. Licensing and Accreditation Standards.** The Subcontractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary to the performance of this Subcontract.
- 23. Limitation of Authority.** Only AWC or AWC's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Subcontract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this Subcontract is not effective or binding unless made in writing and signed by AWC.
- 24. Non-Discrimination.** The Subcontractor shall comply with all the federal and state non-discrimination laws, regulations and policies, which are otherwise applicable to AWC. Accordingly, no person shall, on the ground of sex, race, creed, religion, color, national origin, marital status, families with children, age, veteran or military status, sexual orientation, gender expression, gender identity, disability, or the use of a trained dog guide or service animal, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any activity performed by the Subcontractor and its agents under this Subcontract. The Subcontractor shall notify AWC immediately of any allegations, claims, disputes, or challenges made against it under non-discrimination laws, regulations, or policies, or under the Americans with Disabilities Act. In the event of the Subcontractor's noncompliance or refusal to comply with this nondiscrimination provision, this Subcontract may be rescinded, cancelled or terminated in whole or part, and the Subcontractor may be declared ineligible for further contracts with AWC.
- 25. Overpayments.** Subcontractor shall refund to AWC the full amount of any overpayment under this Subcontract within thirty (30) calendar days of written notice. If Subcontractor fails to make a prompt refund, AWC may charge Subcontractor one percent (1%) per month on the amount due until paid in full.
- 26. Public Disclosure.** Subcontractor acknowledges that AWC is subject to the Washington State Public Records Act, Chapter 42.56 RCW, and AWC acknowledges that the Subcontractor is subject to the Washington State Public Records Act, Chapter 42.56 RCW, and that this Subcontract shall be a public record as defined in RCW 42.56. Any specific information that is claimed by either party to be confidential or proprietary must be clearly identified as such by that party. To the extent consistent with chapter 42.56 RCW, each party shall attempt reasonably to maintain the confidentiality of all such information marked confidential or proprietary. If a request is made to view such information, the party receiving the public records request will notify the other party of the request and the date that such records will be released to the requester unless the other party obtains a court order enjoining that disclosure. If such party fails to obtain the court order enjoining disclosure, the party receiving the records request will release the requested information on the date specified.
- 27. Publicity.** The Subcontractor agrees to submit to AWC all advertising and publicity matters relating to this Subcontract which in the AWC's judgment, AWC or the Superintendent's name can be implied or is specifically mentioned. The Subcontractor agrees not to publish or use such advertising and publicity matters without the prior written consent of AWC.

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28. Registration with Department of Revenue. The Subcontractor shall complete registration with the Department of Revenue and be responsible for payment of all taxes due on payments made under this Subcontract.

29. Records Maintenance. The Subcontractor shall maintain all books, records, documents, data and other evidence relating to this Subcontract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Subcontract. Subcontractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Subcontract, shall be subject at all reasonable times to inspection, review or audit by the AWC or the Superintendent, personnel duly authorized by AWC or the Superintendent, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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

30. Right of Inspection. The Subcontractor shall provide right of access to its facilities utilized under this Subcontract to AWC or any of its officers responsible for executing the terms of this Subcontract at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Subcontract on behalf of AWC. All inspections and evaluations shall be performed in such a manner that will not unduly interfere with the Subcontractor's business or work hereunder.

31. Severability. The provisions of this Subcontract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.

32. Subcontracting. Neither the Subcontractor nor any agent of the Subcontractor shall enter into subcontracts for any of the work contemplated under this Subcontract without obtaining prior written approval of AWC. Subcontractor is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Subcontract are included in any and all Subcontracts. In no event shall the existence of the subcontract operate to release or reduce liability of the Subcontractor to the AWC for any breach in the performance of the Subcontractor's duties. This clause does not include contracts of employment between the Subcontractor and personnel assigned to work under this Subcontract.

If, at any time during the progress of the work, AWC determines in its sole judgment that any agent of the Subcontractor is incompetent, AWC shall notify the Subcontractor, and the Subcontractor shall take immediate steps to terminate the agent's involvement in the work. The rejection or approval by AWC of any agent or the termination of an agent shall not relieve the Subcontractor of any of its responsibilities under the Subcontract, nor be the basis for additional charges to AWC.

33. Taxes. All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Subcontractor or its staff shall be the sole responsibility of the Subcontractor.

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- 34. Technology Security Requirements.** The security requirements in this document reflect the applicable requirements of Standard 141.10 (<https://ocio.wa.gov/policies>) of the Office of the Chief Information Officer for the state of Washington, which by this reference are incorporated into this agreement.

The Subcontractor acknowledges it is required to comply with WaTech Office of Chief Information Officer (OCIO) IT Security Policy 141 and OCIO IT Security Standard 141.10, Securing Information Technology Assets. OCIO IT Security Standard 141.10, Securing Information Technology Assets, applies to all Superintendent assets stored as part of a service, application, data, system, portal, module, components or plug-in product(s) that are secured as defined by the WaTech OCIO's IT Security Policy 141 and OCIO IT Security Standard 141.10, Securing Information Technology Assets.

As part of OCIO IT Security Standard 141.10, a design review checklist and/or other action may be required. These activities will be managed and coordinated between AWC and the Subcontractor. Any related costs to performing these activities shall be at the expense of the Subcontractor. Any such activities and resulting checklist and/or other products must be shared with AWC.

- 35. Termination for Convenience.** Except as otherwise provided in this Subcontract, the Superintendent or Superintendent's Designee may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Subcontract in whole or in part. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered to and received by the Subcontractor as of midnight the second day of mailing in the absence of proof of actual delivery to and receipt by the Subcontractor. If this Subcontract is so terminated, AWC shall be liable only for payment required under the terms of the Subcontract for services rendered or goods delivered prior to the effective date of termination.

- 36. Termination for Default.** In the event AWC determines the Subcontractor has failed to comply with the conditions of this Subcontract in a timely manner, AWC has the right to suspend or terminate this Subcontract. AWC shall notify the Subcontractor in writing of the need to take corrective action. If corrective action is not taken within thirty (30) days, the Subcontract may be terminated. AWC reserves the right to suspend all or part of the Subcontract, withhold further payments, or prohibit the Subcontractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Subcontractor or a decision by AWC to terminate the Contract. In the event of termination, the Subcontractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Subcontract and the replacement or cover Subcontract and all administrative costs directly related to the replacement Subcontract, e.g., cost of the competitive bidding, mailing, advertising and staff time. The termination shall be deemed to be a "Termination for Convenience" if it is determined that the Subcontractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of the AWC provided in this Subcontract are not exclusive and are in addition to any other rights and remedies provided by law.

- 37. Termination Due to Funding Limitations or Contract Renegotiation, Suspension.** In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Subcontract and prior to normal completion of this Subcontract, with the notice specified below and without liability for damages:

- a. At AWC's discretion, AWC may give written notice of intent to renegotiate the Subcontract under the revised funding conditions.

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- b. At AWC's discretion, AWC may give written notice to Subcontractor to suspend performance when AWC determines there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Subcontractor's performance to be resumed.
 - (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
 - (2) When AWC determines that the funding insufficiency is resolved, it will give the Subcontractor written notice to resume performance, and Subcontractor shall resume performance.
 - (3) Upon the receipt of notice under b. (2), if Subcontractor is unable to resume performance of this Subcontract or if the Subcontractor's proposed resumption date is not acceptable to AWC and an acceptable date cannot be negotiated, AWC may terminate the Subcontract by giving written notice to the Subcontractor. The parties agree that the Subcontract will be terminated retroactive to the date of the notice of suspension. AWC shall be liable only for payment in accordance with the terms of this Subcontract for services rendered prior to the retroactive date of termination.
- c. AWC may immediately terminate this Subcontract by providing written notice to the Subcontractor. The termination shall be effective on the date specified in the termination notice. AWC shall be liable only for payment in accordance with the terms of this Subcontract for services rendered prior to the effective date of termination. No penalty shall accrue to AWC in the event the termination option in this section is exercised.
- d. For purposes of this section, "written notice" may include email.

38. Termination Procedure. Upon termination of this Subcontract the AWC, in addition to other rights provided in this Subcontract, may require the Subcontractor to deliver to AWC any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The AWC shall pay to the Subcontractor the agreed upon price, if separately stated, for completed work and services accepted by AWC and the amount agreed upon by the Subcontractor and AWC for (a) completed work and services for which no separate price is stated, (b) partially completed work and services, (c) other property or services which are accepted by AWC, and (d) the protection and preservation of the property, unless the termination is for default, in which case AWC shall determine the extent of the liability. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause for this Subcontract. The AWC may withhold from any amounts due to the Subcontractor such sum as AWC determines to be necessary to protect AWC against potential loss or liability.

The rights and remedies of AWC provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law under this Subcontract.

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After receipt of a notice of termination, and except as otherwise directed by the Superintendent, the Subcontractor shall:

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

39. Treatment of Assets. Except as otherwise provided for in the Subcontract, the ownership and title to all real property and all personal property exceeding a value of \$5,000 purchased by the Subcontractor in the course of performing this Subcontract with moneys paid by the Superintendent shall vest in the Superintendent, except for supplies consumed in performing this Subcontract. The Subcontractor shall (1) maintain a current inventory of all the real and personal property; (2) label all the property "State of Washington, Superintendent of Public Instruction"; and, (3) surrender property and title to the Superintendent without charge prior to settlement upon completion, termination or cancellation of this Contract.

If any property is lost, destroyed, or damaged, the Subcontractor shall notify the Superintendent and take all reasonable steps to protect the property from further damage.

All reference to the Subcontractor under this clause shall include Subcontractor's employees and agents.

40. Waiver. A failure by either part to exercise its rights under this Subcontract shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this agreement. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of

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this Subcontract unless stated to be such in writing and signed by personnel authorized to bind each of the parties.

Attachment A**SEEK Application & Scope of Work*****Insert detailed project description as included in the Funding Opportunity application & Attach SEEK Funding Application*****City of College Place & Sonbridge Center for Better Living: Valley Adventure Camps & Hispanic Youth Leadership**

The purpose of this program is to provide supplies to aide in the execution of Valley Adventure Camps and Hispanic Youth Leadership. These programs serve about 100 kids between 10 and 18 years of age. Themed camp events run the gamut for five days a week for 10 weeks ranging from caving, music, drama, science, clown, lodge, water, and computer camps. Each participant would participate in about 400 hours of activities. These programs would be offered between June 1st and August 15th.

City of College Place & College Place Public Schools: Youth Intramural Recreation Programming

College Place Public Schools, at the direction of its Board of Directors is pursuing funding avenues to support our students in healthy activities. We have seen a significant decline in student health, level of physical activity, and ability to successfully interact with other same-age peers. Due to the isolation of the pandemic, finding an array of activities that can persist year-round to keep students engaged will be critical to our community students' growth moving forward. This request will support our current endeavors to provide after-school and weekend activities to keep our students active. We are looking to target students exiting grades Kindergarten through four for summer 2022 from our Elementary School (Davis Elementary) and hoping to support the private elementary students in our community as well if possible. The goal will be to bridge the roughly ten weeks of summer with week long instruction and engagement in fun activities. Students of all income levels will be able to participate as we utilize a sliding scale to adjust costs based on their Federal Free/Reduced Meal status. We would expect that we could staff roughly 100 campers over the summer to provide for proper supervision. The District would offer its buses and facilities to be used without a rental fee; only gas, driver, and cleaning fees. The request is to fund four staff members full time for the duration of the summer to include four weeks included for recruitment, setup and logistics. Each employee will be full time at forty hours per week with hourly wages between \$18.00-\$28.00/hour depending on level (one supervisor and three employees). Each employee will be responsible for designing the lessons, games, and activities and for their instruction. Staff will be responsible for student supervision from arrival until departure. Grant funds will be combined with District dollars to provide supplies that will allow for the use of shared spaces. Multiple portable soccer goals will allow for games on multiple fields simultaneously and support long-term development of larger programs. Portable pickleball nets and the equipment will allow for outdoor spaces of sidewalks and courts to become pickleball courts. Portable volleyball nets and standards too will allow for transforming any outdoor space into a useable volleyball court. Finally, Frisbee Golf goals will be purchased to create courses for students to use and enjoy. The goal is to create a program that students can engage in numerous activities over a number of weeks that will promote them getting active, learning new skills, working as a part of team, gaining interpersonal and social skills, and return them for the 2022-2023 school year prepared and ready for success.

City of College Place, WA & Campfire Walla Walla Summer Camp Program

Kiwanis Park Summer Day Camp Provided by Camp Fire Walla Walla Funds Requested: \$50,000

Program Focus Area(s): Youth Summer Day Camp (primary focus); Art Programs, Environmental Programs, STEM, Outdoor Recreation (secondary focus)

Communities Impacted: Low-income families, Rural or geographically isolated families (primary focus); English as a second language, Youth in foster care (secondary focus)

PROGRAM DESCRIPTION Describe the youth experience the program will provide (what they will do): The Camp Fire Day Camp experience includes a blend of small and large group activities that promote the Camp Fire mission: To provide youth with opportunities to find their spark, lift their voice, and discover who they are. We offer a wide variety of activities: sports and field games, art, music, science experiments, cooperative games, reading, skits and storytelling, gardening, swimming, hiking and nature exploration, and community service projects. Through these activities, we strive to help children explore new interests and develop skills, build healthy social-emotional connections with each other, improve physical and mental health, and practice leadership, communication, and solution-finding skills.

Detail how the program will prioritize activities that promote students connecting socially with their classmates, encourage students to engage in physical activity, and address participants' mental health and academic needs: To meet the social, emotional, and academic needs of our campers and to provide them with engaging and enriching outdoor experiences, we plan activities with some (very positive) ulterior motives in mind. Rather than just including simple directions for accomplishing each activity or task, our day camp lesson plans have a deeper purpose. For instance, while campers may think they are simply making a list of activities they would like to do, Camp Fire staff teach them the process of brainstorming, what it means to reserve judgement, techniques for making sure everyone has a turn to express their opinion, methods of making fair decisions together, discussing pros and cons, etc. An art project is rarely just an art project; a soccer game is rarely just a soccer game; they are opportunities to develop social-emotional skills with the guidance of camp counselors who are skilled in the art of facilitation.

Describe how each program will enhance access for those who have been historically underserved or are struggling due to income disparities and/or COVID-19 impacts (students from low-income families, students of color, children with disabilities, English learners, migratory students, students experiencing homelessness, and children and youth in foster care)? Our schedule and selection of activities promotes campers connecting socially with their peers and encourages physical activity. We offer children a chance to select activities that interest them individually, as well as plenty of opportunities to participate in group activities that they might not yet realize they enjoy. While we want campers to feel comfortable, we also want to challenge them to go outside their comfort zone; try new activities, meet new people, join an active game when they usually tend to like quiet reading, try painting when they usually gravitate toward sports. While our campers' parents appreciate the variety of activities, the aspect of day camp they appreciate most is having dependable, affordable childcare.

List ways in which the program will reduce/remove institutional and systemic barriers to participation.

- Income Based Fees: The weekly fee will be variable based on family income, and additional scholarship funds will be available for families whose financial circumstances are further constrained.
- Bilingual Staff & Promotional Materials: Several of staff are bilingual/bicultural and able to help ESL families with registration. Our promotional and informational material will be printed in both Spanish and English.
- Central Location: Camp is intentionally located at Kiwanis Park, a central location that is within walking distance and/or on a bus route for families who lack transportation.

Explain how these funds allow your agency to provide services that it would not be able to otherwise. Receiving these funds will allow us to set camp fees at a level that is financially affordable for more families and provide additional financial assistance to families with constrained incomes. List program partnerships with organizations that work with underserved and/or economically disadvantaged youth populations. We are partnering with the City of College Place (use of Kiwanis Park), Place Public Schools (emergency use of Davis Elementary), and United Way of the Blue Mountains (limited financial support) to provide Camp Fire Day Camp to families in the College Place school district. Indicate whether the program for which

you are seeking funds is fee-based. If fees are charged, please indicate whether your program will provide scholarships for underserved populations or other ways your program will ensure that costs are not a barrier. The actual break-even cost of running this program is \$235 per child per week, assuming 40 participants. With grant funding, program fees will be set at \$150 per child per week. This is an \$85 subsidy per child per week, totaling \$34,000. We are also requesting an additional \$16,000 to provide additional financial assistance through scholarships to particularly low-income families. The financial assistance application process will be clear and well-promoted, and available in both English and Spanish. Beyond the \$50,000 total grant request, additional donations from local organizations and individuals will be sought to provide additional need-based financial assistance so that cost is not a barrier. Provide the estimated number of hours each participant will spend outdoors: Campers check-in between 7:30 am and check-out between 4 and 5:30pm, and the program is based outside at Kiwanis Park picnic shelter. Although we can go inside Davis Elementary in the event of inclement weather, our campers will spend 7-10 hours outside every day. Explain time frames during which the program will be offered. Include the number of hours per day or week as well as the planned dates for the program during the summer of 2022. The program will run Monday through Friday for 10 weeks, June 20 through August 26. 7:30am through 5:30pm. Most campers attend for the full day, participating in activities for 35-50 hours per week. YOUTH SERVED Describe the K-12 youth (ages 4 to 21) who will participate and be served through this program. The Camp Fire Day Camp program is available to children entering 1st through 6th grade this coming school year. They and their families are residents of College Place and/or students in the College Place school district. Describe your outreach, specifically noting how you plan to serve those most impacted by the COVID-19 pandemic such as students from low-income families, students of color, children with disabilities, English learners, migratory students, students experiencing homelessness, and children and youth in foster care. College Place has fewer outdoor recreation opportunities and a population that includes more financially strained families, more people of color, and more English language learners. We will share print and electronic materials in both Spanish and English and collaborate with local agencies who work closely with under-served populations to get the word out about our programs and financial assistance. Explain how target youth populations will be recruited to participate. Our recruiting includes Spanish-English printed materials which will be shared throughout the community and school district, with a particular focus on getting information into the hands of low-income families. Through the financial assistance application process, low-income families will have priority in registering early for the program. Explain how these funds will create more access to underserved and/or economically disadvantaged youth. With grant funding, program fees will be set at a level that is financially affordable and variable, based on families' income level, and additional financial assistance will be available to low-income, under-served families as needed. List any barriers that prevent participants from outdoor programming? We have tried to mitigate and minimize barriers that prevent children from participating in our program and are able to serve children experiencing a mild to moderate level cognitive and/or physical challenges. Provide potential number of K-12 youth (ages 4 to 21) who would be served. We hope to serve at least 40 children during each of the 10-week sessions. _____ Main Contact Information Name: Janet Adams Email: janet@wwcampfire.org Phone: 5095253180

Attachment B

Budget & Project Costs Worksheet

Budget (as presented in the SEEK application Project Costs Worksheet)

Project: City of College Place & Sonbridge Center for Better Living: Valley Adventure Camps & Hispanic Youth Leadership

Project Costs	Summer 2022
Staff	\$56000
Equipment & supplies (i.e. sports equipment, art supplies, or water and snacks) (<i>must be directly related to program being offered</i>)	\$20000
Scholarships or subsidies	\$41000
Transportation	\$12000
Facilities	\$5000
Professional Services (please be specific on type of service)	\$
Fees (such as entrance fees for field trips)	\$
**Meals	\$
Other (please specify)	\$
TOTAL	\$134000

Project: City of College Place & College Place Public Schools: Youth Intramural Recreation Programming

Project Costs	Summer 2022
Staff	\$ Staff Costs
Equipment & supplies (i.e. sports equipment, art supplies, or water and snacks) (<i>must be directly related to program being offered</i>)	\$ Equipment & Staff Costs
Scholarships or subsidies	\$ Scholarships or Subsidies Costs
Transportation	\$ Transportation Costs
Facilities	\$ Facility Costs
Professional Services (please be specific on type of service)	\$ Professional services Costs
Fees (such as entrance fees for field trips)	\$ Fees
**Meals	\$ Meal Costs
Other (please specify)	\$ Other Costs
TOTAL	\$32375

Project: City of College Place, WA & Campfire Walla Walla Summer Camp Program

Project Costs	Summer 2022
Staff	\$
Equipment & supplies (i.e. sports equipment, art supplies, or water and snacks) <i>(must be directly related to program being offered)</i>	\$
Scholarships or subsidies	\$50000
Transportation	\$
Facilities	\$
Professional Services (please be specific on type of service)	\$
Fees (such as entrance fees for field trips)	\$
**Meals	\$
Other (please specify)	\$
TOTAL	\$50000

Attachment C

Subcontractor Reporting Requirements

Reports must contain the following information:

- Describe the K-12-aged (4 to 21) youth who participated through this program including disaggregated data about student age range, gender, race/ethnicity, FRPL status, and other student information.
- Describe the type of program funded and the geographic area served.
- Explain how the program targeted youth populations were recruited to participate.
- Explain how these funds were used to create more access to underserved and/or economically disadvantaged youth.
- What disproportionately impacted communities did the summer recreation program serve?
- Discuss program successes and challenges.

Attachment D**Subcontractor Agent(s)**

List any Subcontractor Agent(s) that will provide director supervision of youth in a program funded through SEEK.

Name of Agent	Address
Agent #1	Agent Address #1
Agent #2	Agent Address #2
Agent #3	Agent Address #3
Agent #4	Agent Address #4
Agent #5	Agent Address #5
Agent #6	Agent Address #6
Agent #7	Agent Address #7

Attachment E**Proclamation 21-14 COVID-19 Vaccination Certification**

To reduce the spread of COVID-19, Washington state Governor Jay Inslee, pursuant to emergency powers authorized in RCW 43.06.220, issued [Proclamation 21-14 – COVID-19 Vaccination Requirement \(dated August 9, 2021\)](#), as amended by [Proclamation 21-14.1 – COVID-19 Vaccination Requirement \(dated August 20, 2021\)](#) and as amended by [Proclamation 21-14.2 – COVID-19 Vaccination Requirement \(dated September 27, 2021\)](#), and as may be amended thereafter. The Proclamation requires contractors who have goods, services, or public works contracts with a Washington state agency to ensure that their personnel (including subcontractors and agents) who perform contract activities on-site comply with the COVID-19 vaccination requirements, unless exempted as prescribed by the Proclamation. AWC is under contract with OSPI and as such is required to meet these requirements and ensure that any subcontractors also comply.

By entering into this agreement, the Subcontractor agrees to comply as follows:

1. Has reviewed and understands Subcontractor's obligations as set forth in Proclamation 21-14 – COVID-19 Vaccination Requirement (dated August 9, 2021), as amended by Proclamation 21-14.1 – COVID-19 Vaccination Requirement (dated August 20, 2021), and as amended by Proclamation 21-14.2 – COVID-19 Vaccination Requirement (dated September 27, 2021);
2. Has developed a COVID-19 Vaccination Verification Plan for Subcontractor's personnel (including agents) that complies with the above-referenced Proclamation;
3. Has obtained a copy or visually observed proof of full vaccination against COVID-19 for Subcontractor personnel (including agents) who are subject to the vaccination requirement in the above-referenced Proclamation;
4. Complies with the requirements for granting disability and religious accommodations for Subcontractor personnel (including agents) who are subject to the vaccination requirement in the above-referenced Proclamation;
5. Has operational procedures in place to ensure that any contract activities that occur in person and on-site at OSPI premises (other than only for a short period of time during a given day and where any moments of close proximity to others on-site will be fleeting – e.g., a few minutes for deliveries) that are performed by Subcontractor personnel (including agents) will be performed by personnel who are fully vaccinated or properly exempted as required by the above-referenced Proclamation;
6. Has operational procedures in place to enable Subcontractor personnel (including agents) who perform contract activities on-site and at OSPI premises to provide compliance documentation that such personnel are in compliance with the above referenced Proclamation;
7. Will provide to OSPI or AWC, upon request, Subcontractor's COVID-19 Vaccination Verification Plan and related records, except as prohibited by law, and will cooperate with any investigation or inquiry pertaining to the same.



Project Costs Worksheet

Agency Name: College Place Public Schools

Program / Project Name: Active Kids, Healthy Kids 2022

Indicate below how funds will be used and at what level, being as specific as possible. Staff training and travel and capital infrastructure costs are ineligible for funding. Equipment and supplies that relate directly to the program being offered (such as renting a bus or van for trips) are eligible. Supplies must not exceed a \$5000/unit maximum cost.

Project Costs	Summer 2022
Staff	\$ 5421
Equipment & supplies (i.e. sports equipment, art supplies, or water and snacks) <i>(must be directly related to program being offered)</i>	\$ 1589
Scholarships or subsidies	\$ 3740
Transportation	\$ 1320
Facilities	\$ 0
Professional Services (please be specific on type of service)	\$ 0
Fees for activities or field trips (such as entrance fees for field trips)	\$ 880
**Meals	\$ 0
Other (please specify)	\$
TOTAL	\$ 12950

**Is your agency a current sponsor of the OSPI meal program or are you planning on being a site for the first time in the summer of 2022? (Only if the answer is "no" can meals be an allowable expense.)

50Kiwanis Park Summer Day Camp
Provided by Camp Fire Walla Walla

Funds Requested: \$50,000

Program Focus Area(s): Youth Summer Day Camp (primary focus); Art Programs, Environmental Programs, STEM, Outdoor Recreation (secondary focus)

Communities Impacted: Low-income families, Rural or geographically isolated families (primary focus); English as a second language, Youth in foster care (secondary focus)

PROGRAM DESCRIPTION

Describe the youth experience the program will provide (what they will do):

The Camp Fire Day Camp experience includes a blend of small and large group activities that promote the Camp Fire mission: To provide youth with opportunities to find their spark, lift their voice, and discover who they are. We offer a wide variety of activities: sports and field games, art, music, science experiments, cooperative games, reading, skits and storytelling, gardening, swimming, hiking and nature exploration, and community service projects. Through these activities, we strive to help children explore new interests and develop skills, build healthy social-emotional connections with each other, improve physical and mental health, and practice leadership, communication, and solution-finding skills.

Detail how the program will prioritize activities that promote students connecting socially with their classmates, encourage students to engage in physical activity, and address participants' mental health and academic needs:

To meet the social, emotional, and academic needs of our campers and to provide them with engaging and enriching outdoor experiences, we plan activities with some (very positive) ulterior motives in mind. Rather than just including simple directions for accomplishing each activity or task, our day camp lesson plans have a deeper purpose. For instance, while campers may think they are simply making a list of activities they would like to do, Camp Fire staff teach them the process of brainstorming, what it means to reserve judgement, techniques for making sure everyone has a turn to express their opinion, methods of making fair decisions

together, discussing pros and cons, etc. An art project is rarely just an art project; a soccer game is rarely just a soccer game...they are opportunities to develop social-emotional skills with the guidance of camp counselors who are skilled in the art of facilitation.

Describe how each program will enhance access for those who have been historically underserved or are struggling due to income disparities and/or COVID-19 impacts (students from low-income families, students of color, children with disabilities, English learners, migratory students, students experiencing homelessness, and children and youth in foster care)?

Our schedule and selection of activities promotes campers connecting socially with their peers and encourages physical activity. We offer children a chance to select activities that interest them individually, as well as plenty of opportunities to participate in group activities that they might not yet realize they enjoy. While we want campers to feel comfortable, we also want to challenge them to go outside their comfort zone...try new activities, meet new people, join an active game when they usually tend to like quiet reading, try painting when they usually gravitate toward sports. While our campers' parents appreciate the variety of activities, the aspect of day camp they appreciate most is having dependable, affordable childcare.

List ways in which the program will reduce/remove institutional and systemic barriers to participation.

- Income Based Fees: The weekly fee will be variable based on family income, and additional scholarship funds will be available for families whose financial circumstances are further constrained.
- Bilingual Staff & Promotional Materials: Several of staff are bilingual/bicultural and able to help ESL families with registration. Our promotional and informational material will be printed in both Spanish and English.
- Central Location: Camp is intentionally located at Kiwanis Park, a central location that is within walking distance and/or on a bus route for families who lack transportation.

Explain how these funds allow your agency to provide services that it would not be able to otherwise.

Receiving these funds will allow us to set camp fees at a level that is financially affordable for more families and provide additional financial assistance to families with constrained incomes.

List program partnerships with organizations that work with underserved and/or economically disadvantaged youth populations.

We are partnering with the City of College Place (use of Kiwanis Park), Place Public Schools (emergency use of Davis Elementary), and United Way of the Blue Mountains (limited financial support) to provide Camp Fire Day Camp to families in the College Place school district.

Indicate whether the program for which you are seeking funds is fee-based. If fees are charged, please indicate whether your program will provide scholarships for underserved populations or other ways your program will ensure that costs are not a barrier.

The actual break-even cost of running this program is \$235 per child per week, assuming 40 participants. With grant funding, program fees will be set at \$150 per child per week. This is an \$85 subsidy per child per week, totaling \$34,000. We are also requesting an additional \$16,000 to provide additional financial assistance through scholarships to particularly low-income families. The financial assistance application process will be clear and well-promoted, and available in both English and Spanish. Beyond the \$50,000 total grant request, additional donations from local organizations and individuals will be sought to provide additional need-based financial assistance so that cost is not a barrier.

Provide the estimated number of hours each participant will spend outdoors:

Campers check-in between 7:30 – 9am and check-out between 4 – 5:30pm, and the program is based outside at Kiwanis Park picnic shelter. Although we can go inside Davis Elementary in the event of inclement weather, our campers will spend 7-10 hours outside every day.

Explain time frames during which the program will be offered. Include the number of hours per day or week as well as the planned dates for the program during the summer of 2022.

The program will run Monday – Friday for 10 weeks, June 20 – August 26. 7:30am – 5:30pm. Most campers attend for the full day, participating in activities for 35-50 hours per week.

YOUTH SERVED

Describe the K-12 youth (ages 4 to 21) who will participate and be served through this program.

The Camp Fire Day Camp program is available to children entering 1st – 6th grade this coming school year. They and their families are residents of College Place and/or students in the College Place school district.

Describe your outreach, specifically noting how you plan to serve those most impacted by the COVID-19 pandemic such as students from low-income families, students of color, children with disabilities, English learners, migratory students, students experiencing homelessness, and children and youth in foster care.

College Place has fewer outdoor recreation opportunities and a population that includes more financially strained families, more people of color, and more English language learners. We will share print and electronic materials in both Spanish and English and collaborate with local agencies who work closely with under-served populations to get the word out about our programs and financial assistance.

Explain how target youth populations will be recruited to participate.

Our recruiting includes Spanish-English printed materials which will be shared throughout the community and school district, with a particular focus on getting information into the hands of low-income families. Through the financial assistance application process, low-income families will have priority in registering early for the program.

Explain how these funds will create more access to underserved and/or economically disadvantaged youth.

With grant funding, program fees will be set at a level that is financially affordable and variable, based on families' income level, and additional financial assistance will be available to low-income, under-served families as needed.

List any barriers that prevent participants from outdoor programming?

We have tried to mitigate and minimize barriers that prevent children from participating in our program and are able to serve children experiencing a mild to moderate level cognitive and/or physical challenges.

Provide potential number of K-12 youth (ages 4 to 21) who would be served.

We hope to serve at least 40 children during each of the 10-week sessions.

Main Contact Information

Name: Janet Adams

Email: janet@wwcampfire.org

Phone: 5095253180

Subcontractor Grant Agreement between the City of College Place, a municipal corporation, & Sonbridge Center for Better Living, a 501©3 non-profit, for Summer 2022 Youth Recreation Program/Project Funding through the Summer Experiences & Enrichment for Kids Fund (SEEK Fund)

WHEREAS, the City of College Place, Washington; hereinafter referred to as “CITY” is a non-charter code city entitled to the privileges defined in RCW Title 35A; and

WHEREAS, the Sonbridge Center for Better Living; hereinafter referred to as “SONBRIDGE” is a 501©3 non-profit that provides youth recreation activities in the State of Washington; and

WHEREAS, the term “PARTIES” denotes CITY and SONBRIDGE; and

WHEREAS, the Association of Washington Cities, Washington Park & Recreation Association, and the State of Washington developed the Summer Experiences & Enrichment Program (SEEK) grant fund to cover the costs to expand youth recreation programming throughout Fiscal Year 2022; and

WHEREAS, the CITY partnered with SONBRIDGE to submit for \$32,375 in grant funds to cover the costs to subsidize the Hispanic Youth Leadership Group and provide for scholarships to the Valley Adventure Camps Program; and

WHEREAS, the College Place City Council accepted a grant agreement through Association of Washington Cities via adoption of Resolution #22-014 during the February 22nd, 2022 City Council meeting; and

WHEREAS, the CITY per the grant agreement needs to have a subcontractor agreement in place with the SONBRIDGE before program implementation;

NOW THEREFORE, it is hereby resolved between the PARTIES as follows:

1. The PARTIES must abide by the conditions in the SEEK Funding Opportunity Subcontractor Funding Agreement signed between the CITY and Association of Washington Cities via Resolution #22-014 which is attached to this Agreement via Appendix A.
2. SONBRIDGE must manage the program budget in accordance with the costs outlined in the Project Costs Worksheet identified via Appendix B. Reimbursement sheets can be turned into the CITY on a monthly basis and the CITY will submit documents to Association of Washington Cities for reimbursement as outlined in Subcontractor Funding Agreement in Appendix A.
3. SONBRIDGE must provide a youth recreation program as outlined in the narrative written by SONBRIDGE and submitted to Association of Washington Cities by the City. The narrative is attached to this Agreement as Appendix C.

Adopted by the City Council of the City of College Place, Washington, this ____ day of _____, 2022

ATTEST:

Mike Rizzitiello, City Administrator

Lisa R. Neissl, CMC
City Clerk

Adopted by the Board of Sonbridge Center for Better Living this ____ day of _____, 2022

ATTEST:

,Board President

, Board Clerk

City of College Place, Washington
RESOLUTION NO. 22-014

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE, WASHINGTON REGARDING AUTHORIZING ACCEPTANCE OF FY 2022 SEEK GRANT TOTALING \$216,375 AND PERMITTING THE CITY ADMINISTRATOR TO SIGN THE GRANT AGREEMENT.

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

Whereas, the City worked with its recreation partners to turn in a competitive proposal to the Association of Washington Cities, Washington Park & Recreation Association, and the State to scale up youth recreation programming in Summer 2022; and

Whereas, the City received correspondence that all three program submittals will receive full grant funding and the City will need to write subcontract agreements with the partner agencies; and

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

- 1. Accept FY 2022 SEEK Grant for three grant applications for College Place Public Schools, Campfire, and Sonbridge totaling \$216,375 and authorizing the City Administrator to sign associated grant documents.**

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.

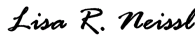
Effective Date. This resolution shall take effect and be in full force upon its passage as provided by law.

PASSED by the City Council of the City of College Place, Washington, this 22nd day of February, 2022.

DocuSigned by:


Norma L. Hernandez, Mayor

Attest:

DocuSigned by:


Lisa R. Neissl, CMC
City Clerk

SEEK Funding Opportunity Subcontractor Funding Agreement

Association of Washington Cities
Service Subcontract (“Subcontract”) with

City of College Place
through

Summer Experiences & Enrichment for Kids Fund (SEEK Fund)
A program of the Washington Office of Superintendent of Public Instruction
(OSPI)

For

Jurisdiction Name	City of College Place
Program Description	1. City of College Place & Sonbridge Center for Better Living: Valley Adventure Camps & Hispanic Youth Leadership 2. City of College Place & College Place Public Schools: Youth Intramural Recreation Programming 3. City of College Place, WA & Campfire Walla Walla Summer Camp Program

Start date: April 15, 2022

End date: November 15, 2022

FACE SHEET**Subcontract Number: 22-19****Association of Washington Cities (AWC)****Summer Experiences & Enrichment for Kids (SEEK) Fund**

The Association of Washington Cities (AWC) is working in collaboration with and generally under the direction from OSPI to provide evidence-based, outdoor, summer enrichment programs to youth in K-12 (ages 4-21). Funds for this subcontract are intended to prevent, prepare for, or respond to the COVID-19 pandemic, including its impact on the social, emotional, mental health, and academic needs of students.

1. Subcontractor Agency Name Mailing Address Physical Address Phone Number		2. Subcontractor Doing Business As (optional) DBA Name DBA Mailing Address DBA Physical Address	
3. Subcontractor Representative Michael Rizzitiello mrizzitiello@cpwa.us		4. AWC Representative Jacob Ewing Legislative Policy Analyst (360) 753-4137 jacob@awcnet.org 1076 Franklin Street SE Olympia, WA 98501	
5. Subcontract Amount \$216375	6. Start Date April 15, 2022	7. End Date November 15, 2022	8. Tax ID # Insert Tax ID
9. Subcontract Purpose Carry out summer activities under the OSPI SEEK program as described in Attachment A.			
AWC and the Subcontractor, as defined above, acknowledge and accept the terms of this Subcontract and attachments and have executed this Subcontract on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Subcontract are governed by this Subcontract and the following other documents incorporated by reference: Subcontractor General Terms and Conditions including Attachment "A" – SEEK Application/Scope of Work; Attachment "B" – Project Costs Worksheet; Attachment "C" – Subcontractor Data Collection; Attachment (D) – Subcontractor Agent(s); Attachment E - Proclamation 21-14 COVID-19 Vaccination Certification.			
FOR SUBCONTRACTOR _____ _____ Date		FOR Association of Washington Cities _____ _____ Date	

Last revision 11/23/2021

SEEK Funding Opportunity Subcontractor Funding Agreement

1. **SUBCONTRACT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the Subcontract contact person for all communications and billings regarding the performance of this Subcontract.

The Representative for AWC and their contact information are identified on the Face Sheet of this Subcontract.

The Representative for the Subcontractor and their contact information are identified on the Face Sheet of this Subcontract.

2. **PAYMENT**

AWC shall pay an amount not to exceed **\$216375** for the performance of all things necessary for or incidental to the performance of work as set forth in the SEEK Application and described in Attachment A. Subcontractor's compensation for services rendered shall be based on the completion of duties as outlined in the SEEK application, in Attachment A, in accordance with the following sections.

3. **BILLING PROCEDURES AND PAYMENT**

AWC will reimburse Subcontractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for AWC not more often than monthly. Subcontractor will use the invoice form provided by AWC to request reimbursement.

The invoices shall describe and document, to AWC's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the **Subcontract Number 22-19**. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

If errors are found in the submitted invoice or supporting documents, AWC will notify the Subcontractor to make corrections in a timely manner, resubmit the invoice and/or supporting documentation as requested, and notify AWC.

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

AWC may, in its sole discretion, terminate the Subcontract or withhold payments claimed by the Subcontractor for services rendered if the Subcontractor fails to satisfactorily comply with any term or condition of this Subcontract.

No payments in advance or in anticipation of services or supplies to be provided under this Subcontract shall be made by AWC.

Duplication of Billed Costs

The Subcontractor shall not bill AWC for services performed under this Subcontract, and AWC shall not pay the Subcontractor, if the Subcontractor is entitled to payment or has been or will be paid by any other source, including grants, for that service. This does not include fees charged for summer recreation programs.

Disallowed Costs

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

SEEK Funding Opportunity Subcontractor Funding Agreement

Final Reimbursement and Reporting Deadline

When the project is completed the Subcontractor must submit a final invoice, final report, and supporting documents needed to close out the project no later than **October 1, 2022**.

AWC shall withhold 10 percent (10%) from each payment until acceptance by AWC of the final reporting from the Subcontractor has been submitted and verified.

4. SUBCONTRACTOR DATA COLLECTION/REPORTING REQUIREMENTS

Subcontractor will submit reports, in a form and format to be provided by AWC (See Attachment C). Data must be provided to AWC along with final billing.

5. AGENT(S)

Agent(s) in this contract refers to any third-party entity and its employees that the Subcontractor has subcontracted with to provide services funded through this agreement. The Subcontractor is responsible for ensuring that any agent complies with the provision herein.

Any of the Subcontractor's agent(s) that will provide director supervision of youth through programs funded by this contract must be listed in Attachment D – Subcontractor Agent(s) and must provide proof of insurance per Section 6 of this document.

6. INSURANCE

a. Workers' Compensation Coverage. The Subcontractor shall at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the fullest extent applicable. This requirement includes the purchase of industrial insurance coverage for the Subcontractor's employees, as may now hereafter be required of an "employer" as defined in Title 51 RCW. Such workers' compensation and occupational disease requirements shall include coverage for all employees of the Subcontractor, and for all employees of any subcontract retained by the Subcontractor, suffering bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Subcontract. Satisfaction of these requirements shall include, but shall not be limited to:

- i. Full participation in any required governmental occupational injury and/or disease insurance program, to the extent participation in such a program is mandatory in any jurisdiction;
- ii. Purchase workers' compensation and occupational disease insurance benefits to employees in full compliance with all applicable laws, statutes, and regulations, but only to the extent such coverage is not provided under mandatory governmental program in "a" above, and/or;
- iii. Maintenance of a legally permitted and governmentally approved program of self-insurance for workers' compensation and occupational disease.

Except to the extent prohibited by law, the program of the Subcontractor's compliance with workers' compensation and occupational disease laws, statutes, and regulations in 1), 2), and 3) above shall provide for a full waiver of rights of subrogation against AWC, its directors, officers, and employees.

SEEK Funding Opportunity Subcontractor Funding Agreement

If the Subcontractor, or any agent retained by the Subcontractor, fails to effect and maintain a program of compliance with applicable workers’ compensation and occupational disease laws, statutes, and regulations and AWC incurs fines or is required by law to provide benefits to such employees, to obtain coverage for such employees, the Contractor will indemnify AWC for such fines, payment of benefits to Subcontractor or Subcontractor employees or their heirs or legal representatives, and/or the cost of effecting coverage on behalf of such employees. Any amount owed AWC by the Subcontractor pursuant to the indemnity may be deducted from any payments owed by AWC to the Subcontractor for the performance of this Subcontract.

b. Automobile Insurance. In the event that services delivered pursuant to this Subcontract involve the use of vehicles, owned or operated by the Subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is:

\$1,000,000 per accident, using a Combined Single Limit for bodily injury and property damage.

c. Business Automobile Insurance. In the event that services performed under this Subcontract involve the use of vehicles or the transportation of clients, automobile liability insurance shall be required. If Subcontractor-owned personal vehicles are used, a Business Automobile policy covering a minimum Code 2 “owned autos only” must be secured. If the Subcontractor’s employees’ vehicles are used, the Subcontractor must also include under the Business Automobile policy Code 9, coverage for “non-owned autos.” The minimum limits for automobile liability is:

\$1,000,000 per accident, using a Combined Single Limit for bodily injury and property damage.

d. Public Liability Insurance (General Liability). The Subcontractor shall at all times during the term of this Subcontract, at its cost and expense, carry and maintain general public liability insurance, including contractual liability, against claims for bodily injury, personal injury, death, or property damage occurring or arising out of services provided under this Subcontract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Subcontractor or its officers, agents, representatives, assigns or servants. The limits of liability insurance, which may be increased from time to time as deemed necessary by AWC, with the approval of the Subcontractor (which shall not be unreasonably withheld), shall not be less than as follows:

Each Occurrence	\$1,000,000
Products-Completed Operations Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$ 50,000

e. Local Governments that Participate in a Self-Insurance Program.

Alternatively, Subcontractors may maintain a program of self-insurance or participate in a property/liability pool with adequate limits to comply with the Subcontract insurance requirements or as is customary to the contractor or subcontractor’s business, operations/industry, and the performance of its respective obligations under this Subcontract.

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- f. Additional Insured.** The Office of Superintendent of Public Instruction, and the Association of Washington Cities, shall be specifically named as an additional insured on all policies, including Public Liability and Business Automobile, except for liability insurance on privately-owned vehicles, and all policies shall be primary to any other valid and collectible insurance.

AWC and OSPI may waive the requirement to be specially named as an additional insured on policies, including Public Liability and Business Automobile, provided that the Subcontractor provides: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pools must comply with RCW 48.62, the requirements of the Office of Risk Management and Local Government Self Insurance Program, the Washington State Auditor's reporting requirements and all related federal and state regulations.

Subcontractors participating in a joint risk pool shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The AWC and OPSI, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

- g. Proof of Insurance.** Certificates and or evidence satisfactory to the AWC confirming the existence, terms and conditions of all insurance required above shall be delivered to AWC within five (5) days of the Subcontractor's receipt of Authorization to Proceed.

- h. General Insurance Requirements.** Subcontractor shall, at all times during the term of the Subcontract and at its cost and expense, buy and maintain insurance of the types and amounts listed above. Failure to buy and maintain the required insurance may result in the termination of the Subcontract at AWC's option. By requiring insurance herein, AWC does not represent that coverage and limits will be adequate to protect Subcontractor and such coverage and limits shall not limit Subcontractor's liability under the indemnities and reimbursements granted to AWC in this Subcontract.

Subcontractor shall include all agents of the Subcontractor as insureds under all required insurance policies, or shall furnish proof of insurance and endorsements for each agent. Agent(s) must comply fully with all insurance requirements stated herein. Failure of agent(s) to comply with insurance requirements does not limit Subcontractor's liability or responsibility.

7. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Subcontract and Subcontractor General Terms and Conditions
- Attachment A – SEEK Application & Scope of Work
- Attachment B – Budget and Project Costs Worksheet
- Attachment C – Subcontractor Reporting Requirements
- Attachment D – Subcontractor Agent(s)
- Attachment E - Proclamation 21-14 COVID-19 Vaccination Certification

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SUBCONTRACTOR GENERAL TERMS AND CONDITIONS

1. **Access to Data.** In compliance with Chapter 39.26 RCW, the Subcontractor shall provide access to data generated under this Subcontract to AWC, and to the extent necessary to comply with RCW 39.26, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Subcontractor's reports, including computer models and methodology for those models.
2. **Alterations and Amendments.** This Subcontract may be amended only by mutual agreement of the parties in writing. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.
3. **Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, also referred to as the "ADA" 28 CFR Part 35.** In relation to this Subcontract, the Subcontractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
4. **Assignment.** Neither this Subcontract, nor any claim arising under this Subcontract, shall be transferred or assigned by the Subcontractor without prior written consent of AWC.
5. **Assurances.** AWC and the Subcontractor agree that all activity pursuant to this Subcontract will be in accordance with all applicable current federal, state and local laws, rules and regulations.
6. **Attorney's Fees.** In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney's fees and costs.
7. **Budget Revisions.** Any monetary amount budgeted by the terms of this Subcontract for various activities and line item objects of expenditure, as outlined in Attachment B – Budget and Project Costs Worksheet, may be revised without prior written approval of AWC, so long as the revision is no more than ten percent (10%) of the original line item amount and the increase in an amount is offset by a decrease in one or more other amounts equal to or greater than the increase. All other budget revisions exceeding ten percent (10%) shall only be made with the prior written approval of AWC. Subcontractor will use the funding change request form provided by AWC to request these budget revisions.
8. **Certification Regarding Debarment, Suspension, and Ineligibility.** The Subcontractor certifies that neither it nor its principals are debarred, suspended, proposed for debarment, or voluntarily excluded from participation in transactions by any federal department or agency. The Subcontractor further certifies that they will ensure that potential subcontractors or any of their principals are not debarred, suspended, proposed for debarment, or voluntarily excluded from participation in covered transactions by any federal department or agency. "Covered transactions" include procurement contracts for goods that are expected to equal or exceed twenty-five thousand dollars (\$25,000). Subcontractor may do so by obtaining a certification statement from the potential subcontractor or subrecipient or by checking online at the System for Award Management (SAM), Excluded Parties List. The Subcontractor shall immediately notify the AWC if, during the term of this subcontract, Subcontractor becomes debarred. AWC may immediately terminate this Subcontract by providing Subcontractor written notice if Subcontractor becomes debarred during the term of this Subcontract.

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The Subcontractor also certifies that neither it nor its principals are debarred, suspended, or proposed for debarment from participation in transactions by any state department or agency. The Subcontractor further certifies that they will ensure that potential subcontractors or any of their principals are not debarred, suspended, or proposed for debarment from participation in covered transactions by any state department or agency.

- 9. Certification Regarding Lobbying.** The Subcontractor certifies that Federal-appropriated funds will not be used to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Subcontractor shall require its agents to certify compliance with this provision.
- 10. Certification Regarding Wage Violations.** The Subcontractor certifies that within three (3) years prior to the date of execution of this Subcontract, Subcontractor has not been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW chapters 49.46, 49.48, or 49.52.

The Subcontractor further certifies that it will remain in compliance with these requirements during the term of this Subcontract. Subcontractor will immediately notify AWC of any finding of a willful violation entered by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction entered during the term of this Subcontract.

- 11. Change in Status.** In the event of substantive change in the legal status, organizational structure, or fiscal reporting responsibility of the Subcontractor, Subcontractor agrees to notify AWC of the change. Subcontractor shall provide notice as soon as practicable, but no later than thirty (30) days after such a change takes effect.
- 12. Confidentiality.** The Subcontractor acknowledges that all of the data, material and information which originates from this Subcontract, and any student assessment data, material and information which will come into its possession in connection with performance under this Subcontract, consists of confidential data owned by AWC or confidential personally identifiable data subject to the federal Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) or other privacy laws, and that the data must be secured and protected from unauthorized disclosure by the Subcontractor. The Subcontractor is wholly responsible for compliance with FERPA requirements.

The Subcontractor, therefore, agrees to hold all such material and information in strictest confidence, not to make use thereof other than for the performance of this Subcontract, to release it only to authorized employees and agents requiring such information and not release or disclose it to any other party. The Subcontractor agrees to release such information or material only to employees and agents who have signed a written agreement expressly prohibiting disclosure or usages not specifically authorized by this Subcontract. The parties acknowledge the release of records may be subject to the Public Records Act, RCW 42.56, and further acknowledge that Washington law and court order may compel disclosure of certain records; this provision does not apply to records compelled by law or court order.

- 13. Copyright Provisions.** Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and copyright shall be owned by the

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Superintendent of Public Instruction (Superintendent). The Superintendent shall be considered the author of such Materials. If Materials are not considered “works for hire”, Subcontractor hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to the Superintendent effective from the moment of creation of such Materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Copyright ownership includes the right to patent, register and the ability to transfer these rights.

Subcontractor understands that, except where otherwise agreed to in writing or approved by the Superintendent or designee, all original works of authorship produced under this Contract shall carry a [Creative Commons Attribution License](#), version 4.0 or later.

All Materials the Subcontractor has adapted from others’ existing openly licensed resources must be licensed with the least restrictive open license possible that is not in conflict with existing licenses.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, Subcontractor will license the materials to allow others to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. If the Subcontractor would like to limit these pre-existing portions of the work to [non-commercial use](#), the [Creative Commons Attribution-NonCommercial-ShareAlike](#) license, version 4.0 or later, is acceptable for these specific sections.

The Subcontractor warrants and represents that Subcontractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to apply such a license.

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

- 14. Covenant Against Contingent Fees.** The Subcontractor warrants that no person or selling agent has been employed or retained to solicit or secure this Subcontract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agent maintained by the Subcontractor for the purpose of securing business. AWC shall have the right, in the event of breach of this clause by the Subcontractor, to annul this Subcontract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fees.
- 15. Disputes.** In the event that a dispute arises under this Subcontract, the parties will use their best efforts to amicably resolve any dispute, including use of alternative dispute resolution options.

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- 16. Duplicate Payment.** AWC shall not pay the Subcontractor, if the Subcontractor has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.
- 17. Entire Agreement.** This Subcontract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Subcontract shall be deemed to exist or to bind any of the parties hereto.
- 18. Ethical Conduct.** Neither the Subcontractor nor any employee or agent of the Subcontractor shall participate in the performance of any duty or service in whole or part under this Subcontract in violation of, or in a manner that violates any provision of the Ethics in Public Service law at Chapter 42.52 RCW, RCW 42.17A.550, RCW 42.17A.555, and 41.06.250 prohibiting the use of public resources for political purposes.
- 19. Governing Law and Venue.** This Subcontract shall be construed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.
- 20. Indemnification.** To the fullest extent permitted by law, Subcontractor shall indemnify, defend and hold harmless AWC and all officials, agents, and employees of AWC, from and against all claims for injuries or death arising out of or resulting from the performance of this Subcontract. "Claim" as used in this Subcontract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Additionally, "claims" shall include but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice or in unlawful restraint of competition. Subcontractor's obligation to indemnify, defend and hold harmless includes any claim by Subcontractor's agents, employees, representatives, or any subcontractor or its employees.
- Subcontractor expressly agrees to indemnify, defend, and hold harmless AWC for any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines out of or incident to Subcontractor's or its subcontractor's performance or failure to perform the Subcontract. Subcontractor's obligation to indemnify, defend, or hold harmless AWC shall not be eliminated or reduced by any actual or alleged concurrent negligence by AWC, or their agents, employees, or officials.
- Subcontractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless AWC, and their agents, employees, or officials.
- 21. Independent Capacity of the Subcontractor.** The parties intend that an independent Subcontractor relationship will be created by this Subcontract. The Subcontractor and his/her employees or agents performing under this Subcontract are not employees or agents of AWC. The Subcontractor will not hold itself out as nor claim to be an officer or employee of AWC, the Superintendent or of the state of Washington by reason hereof, nor will the Subcontractor make any claim or right, privilege, or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Subcontractor.

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- 22. Licensing and Accreditation Standards.** The Subcontractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary to the performance of this Subcontract.
- 23. Limitation of Authority.** Only AWC or AWC's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Subcontract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this Subcontract is not effective or binding unless made in writing and signed by AWC.
- 24. Non-Discrimination.** The Subcontractor shall comply with all the federal and state non-discrimination laws, regulations and policies, which are otherwise applicable to AWC. Accordingly, no person shall, on the ground of sex, race, creed, religion, color, national origin, marital status, families with children, age, veteran or military status, sexual orientation, gender expression, gender identity, disability, or the use of a trained dog guide or service animal, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any activity performed by the Subcontractor and its agents under this Subcontract. The Subcontractor shall notify AWC immediately of any allegations, claims, disputes, or challenges made against it under non-discrimination laws, regulations, or policies, or under the Americans with Disabilities Act. In the event of the Subcontractor's noncompliance or refusal to comply with this nondiscrimination provision, this Subcontract may be rescinded, cancelled or terminated in whole or part, and the Subcontractor may be declared ineligible for further contracts with AWC.
- 25. Overpayments.** Subcontractor shall refund to AWC the full amount of any overpayment under this Subcontract within thirty (30) calendar days of written notice. If Subcontractor fails to make a prompt refund, AWC may charge Subcontractor one percent (1%) per month on the amount due until paid in full.
- 26. Public Disclosure.** Subcontractor acknowledges that AWC is subject to the Washington State Public Records Act, Chapter 42.56 RCW, and AWC acknowledges that the Subcontractor is subject to the Washington State Public Records Act, Chapter 42.56 RCW, and that this Subcontract shall be a public record as defined in RCW 42.56. Any specific information that is claimed by either party to be confidential or proprietary must be clearly identified as such by that party. To the extent consistent with chapter 42.56 RCW, each party shall attempt reasonably to maintain the confidentiality of all such information marked confidential or proprietary. If a request is made to view such information, the party receiving the public records request will notify the other party of the request and the date that such records will be released to the requester unless the other party obtains a court order enjoining that disclosure. If such party fails to obtain the court order enjoining disclosure, the party receiving the records request will release the requested information on the date specified.
- 27. Publicity.** The Subcontractor agrees to submit to AWC all advertising and publicity matters relating to this Subcontract which in the AWC's judgment, AWC or the Superintendent's name can be implied or is specifically mentioned. The Subcontractor agrees not to publish or use such advertising and publicity matters without the prior written consent of AWC.

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28. Registration with Department of Revenue. The Subcontractor shall complete registration with the Department of Revenue and be responsible for payment of all taxes due on payments made under this Subcontract.

29. Records Maintenance. The Subcontractor shall maintain all books, records, documents, data and other evidence relating to this Subcontract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Subcontract. Subcontractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Subcontract, shall be subject at all reasonable times to inspection, review or audit by the AWC or the Superintendent, personnel duly authorized by AWC or the Superintendent, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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

30. Right of Inspection. The Subcontractor shall provide right of access to its facilities utilized under this Subcontract to AWC or any of its officers responsible for executing the terms of this Subcontract at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Subcontract on behalf of AWC. All inspections and evaluations shall be performed in such a manner that will not unduly interfere with the Subcontractor's business or work hereunder.

31. Severability. The provisions of this Subcontract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.

32. Subcontracting. Neither the Subcontractor nor any agent of the Subcontractor shall enter into subcontracts for any of the work contemplated under this Subcontract without obtaining prior written approval of AWC. Subcontractor is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Subcontract are included in any and all Subcontracts. In no event shall the existence of the subcontract operate to release or reduce liability of the Subcontractor to the AWC for any breach in the performance of the Subcontractor's duties. This clause does not include contracts of employment between the Subcontractor and personnel assigned to work under this Subcontract.

If, at any time during the progress of the work, AWC determines in its sole judgment that any agent of the Subcontractor is incompetent, AWC shall notify the Subcontractor, and the Subcontractor shall take immediate steps to terminate the agent's involvement in the work. The rejection or approval by AWC of any agent or the termination of an agent shall not relieve the Subcontractor of any of its responsibilities under the Subcontract, nor be the basis for additional charges to AWC.

33. Taxes. All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Subcontractor or its staff shall be the sole responsibility of the Subcontractor.

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- 34. Technology Security Requirements.** The security requirements in this document reflect the applicable requirements of Standard 141.10 (<https://ocio.wa.gov/policies>) of the Office of the Chief Information Officer for the state of Washington, which by this reference are incorporated into this agreement.

The Subcontractor acknowledges it is required to comply with WaTech Office of Chief Information Officer (OCIO) IT Security Policy 141 and OCIO IT Security Standard 141.10, Securing Information Technology Assets. OCIO IT Security Standard 141.10, Securing Information Technology Assets, applies to all Superintendent assets stored as part of a service, application, data, system, portal, module, components or plug-in product(s) that are secured as defined by the WaTech OCIO's IT Security Policy 141 and OCIO IT Security Standard 141.10, Securing Information Technology Assets.

As part of OCIO IT Security Standard 141.10, a design review checklist and/or other action may be required. These activities will be managed and coordinated between AWC and the Subcontractor. Any related costs to performing these activities shall be at the expense of the Subcontractor. Any such activities and resulting checklist and/or other products must be shared with AWC.

- 35. Termination for Convenience.** Except as otherwise provided in this Subcontract, the Superintendent or Superintendent's Designee may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Subcontract in whole or in part. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered to and received by the Subcontractor as of midnight the second day of mailing in the absence of proof of actual delivery to and receipt by the Subcontractor. If this Subcontract is so terminated, AWC shall be liable only for payment required under the terms of the Subcontract for services rendered or goods delivered prior to the effective date of termination.

- 36. Termination for Default.** In the event AWC determines the Subcontractor has failed to comply with the conditions of this Subcontract in a timely manner, AWC has the right to suspend or terminate this Subcontract. AWC shall notify the Subcontractor in writing of the need to take corrective action. If corrective action is not taken within thirty (30) days, the Subcontract may be terminated. AWC reserves the right to suspend all or part of the Subcontract, withhold further payments, or prohibit the Subcontractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Subcontractor or a decision by AWC to terminate the Contract. In the event of termination, the Subcontractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Subcontract and the replacement or cover Subcontract and all administrative costs directly related to the replacement Subcontract, e.g., cost of the competitive bidding, mailing, advertising and staff time. The termination shall be deemed to be a "Termination for Convenience" if it is determined that the Subcontractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of the AWC provided in this Subcontract are not exclusive and are in addition to any other rights and remedies provided by law.

- 37. Termination Due to Funding Limitations or Contract Renegotiation, Suspension.** In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Subcontract and prior to normal completion of this Subcontract, with the notice specified below and without liability for damages:

- a. At AWC's discretion, AWC may give written notice of intent to renegotiate the Subcontract under the revised funding conditions.

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- b. At AWC's discretion, AWC may give written notice to Subcontractor to suspend performance when AWC determines there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Subcontractor's performance to be resumed.
 - (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
 - (2) When AWC determines that the funding insufficiency is resolved, it will give the Subcontractor written notice to resume performance, and Subcontractor shall resume performance.
 - (3) Upon the receipt of notice under b. (2), if Subcontractor is unable to resume performance of this Subcontract or if the Subcontractor's proposed resumption date is not acceptable to AWC and an acceptable date cannot be negotiated, AWC may terminate the Subcontract by giving written notice to the Subcontractor. The parties agree that the Subcontract will be terminated retroactive to the date of the notice of suspension. AWC shall be liable only for payment in accordance with the terms of this Subcontract for services rendered prior to the retroactive date of termination.
- c. AWC may immediately terminate this Subcontract by providing written notice to the Subcontractor. The termination shall be effective on the date specified in the termination notice. AWC shall be liable only for payment in accordance with the terms of this Subcontract for services rendered prior to the effective date of termination. No penalty shall accrue to AWC in the event the termination option in this section is exercised.
- d. For purposes of this section, "written notice" may include email.

38. Termination Procedure. Upon termination of this Subcontract the AWC, in addition to other rights provided in this Subcontract, may require the Subcontractor to deliver to AWC any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The AWC shall pay to the Subcontractor the agreed upon price, if separately stated, for completed work and services accepted by AWC and the amount agreed upon by the Subcontractor and AWC for (a) completed work and services for which no separate price is stated, (b) partially completed work and services, (c) other property or services which are accepted by AWC, and (d) the protection and preservation of the property, unless the termination is for default, in which case AWC shall determine the extent of the liability. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause for this Subcontract. The AWC may withhold from any amounts due to the Subcontractor such sum as AWC determines to be necessary to protect AWC against potential loss or liability.

The rights and remedies of AWC provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law under this Subcontract.

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After receipt of a notice of termination, and except as otherwise directed by the Superintendent, the Subcontractor shall:

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

39. Treatment of Assets. Except as otherwise provided for in the Subcontract, the ownership and title to all real property and all personal property exceeding a value of \$5,000 purchased by the Subcontractor in the course of performing this Subcontract with moneys paid by the Superintendent shall vest in the Superintendent, except for supplies consumed in performing this Subcontract. The Subcontractor shall (1) maintain a current inventory of all the real and personal property; (2) label all the property "State of Washington, Superintendent of Public Instruction"; and, (3) surrender property and title to the Superintendent without charge prior to settlement upon completion, termination or cancellation of this Contract.

If any property is lost, destroyed, or damaged, the Subcontractor shall notify the Superintendent and take all reasonable steps to protect the property from further damage.

All reference to the Subcontractor under this clause shall include Subcontractor's employees and agents.

40. Waiver. A failure by either part to exercise its rights under this Subcontract shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this agreement. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of

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this Subcontract unless stated to be such in writing and signed by personnel authorized to bind each of the parties.

Attachment A**SEEK Application & Scope of Work*****Insert detailed project description as included in the Funding Opportunity application & Attach SEEK Funding Application*****City of College Place & Sonbridge Center for Better Living: Valley Adventure Camps & Hispanic Youth Leadership**

The purpose of this program is to provide supplies to aide in the execution of Valley Adventure Camps and Hispanic Youth Leadership. These programs serve about 100 kids between 10 and 18 years of age. Themed camp events run the gamut for five days a week for 10 weeks ranging from caving, music, drama, science, clown, lodge, water, and computer camps. Each participant would participate in about 400 hours of activities. These programs would be offered between June 1st and August 15th.

City of College Place & College Place Public Schools: Youth Intramural Recreation Programming

College Place Public Schools, at the direction of its Board of Directors is pursuing funding avenues to support our students in healthy activities. We have seen a significant decline in student health, level of physical activity, and ability to successfully interact with other same-age peers. Due to the isolation of the pandemic, finding an array of activities that can persist year-round to keep students engaged will be critical to our community students' growth moving forward. This request will support our current endeavors to provide after-school and weekend activities to keep our students active. We are looking to target students exiting grades Kindergarten through four for summer 2022 from our Elementary School (Davis Elementary) and hoping to support the private elementary students in our community as well if possible. The goal will be to bridge the roughly ten weeks of summer with week long instruction and engagement in fun activities. Students of all income levels will be able to participate as we utilize a sliding scale to adjust costs based on their Federal Free/Reduced Meal status. We would expect that we could staff roughly 100 campers over the summer to provide for proper supervision. The District would offer its buses and facilities to be used without a rental fee; only gas, driver, and cleaning fees. The request is to fund four staff members full time for the duration of the summer to include four weeks included for recruitment, setup and logistics. Each employee will be full time at forty hours per week with hourly wages between \$18.00-\$28.00/hour depending on level (one supervisor and three employees). Each employee will be responsible for designing the lessons, games, and activities and for their instruction. Staff will be responsible for student supervision from arrival until departure. Grant funds will be combined with District dollars to provide supplies that will allow for the use of shared spaces. Multiple portable soccer goals will allow for games on multiple fields simultaneously and support long-term development of larger programs. Portable pickleball nets and the equipment will allow for outdoor spaces of sidewalks and courts to become pickleball courts. Portable volleyball nets and standards too will allow for transforming any outdoor space into a useable volleyball court. Finally, Frisbee Golf goals will be purchased to create courses for students to use and enjoy. The goal is to create a program that students can engage in numerous activities over a number of weeks that will promote them getting active, learning new skills, working as a part of team, gaining interpersonal and social skills, and return them for the 2022-2023 school year prepared and ready for success.

City of College Place, WA & Campfire Walla Walla Summer Camp Program

Kiwanis Park Summer Day Camp Provided by Camp Fire Walla Walla Funds Requested: \$50,000 Program Focus Area(s): Youth Summer Day Camp (primary focus); Art Programs, Environmental Programs, STEM, Outdoor Recreation (secondary focus) Communities Impacted: Low-income families, Rural or geographically isolated families (primary focus); English as a second language, Youth in foster care (secondary focus) PROGRAM DESCRIPTION Describe the youth experience the program will provide (what they will do): The Camp Fire Day Camp experience includes a blend of small and large group activities that promote the Camp Fire mission: To provide youth with opportunities to find their spark, lift their voice, and discover who they are. We offer a wide variety of activities: sports and field games, art, music, science experiments, cooperative games, reading, skits and storytelling, gardening, swimming, hiking and nature exploration, and community service projects. Through these activities, we strive to help children explore new interests and develop skills, build healthy social-emotional connections with each other, improve physical and mental health, and practice leadership, communication, and solution-finding skills. Detail how the program will prioritize activities that promote students connecting socially with their classmates, encourage students to engage in physical activity, and address participants' mental health and academic needs: To meet the social, emotional, and academic needs of our campers and to provide them with engaging and enriching outdoor experiences, we plan activities with some (very positive) ulterior motives in mind. Rather than just including simple directions for accomplishing each activity or task, our day camp lesson plans have a deeper purpose. For instance, while campers may think they are simply making a list of activities they would like to do, Camp Fire staff teach them the process of brainstorming, what it means to reserve judgement, techniques for making sure everyone has a turn to express their opinion, methods of making fair decisions together, discussing pros and cons, etc. An art project is rarely just an art project; a soccer game is rarely just a soccer game; they are opportunities to develop social-emotional skills with the guidance of camp counselors who are skilled in the art of facilitation. Describe how each program will enhance access for those who have been historically underserved or are struggling due to income disparities and/or COVID-19 impacts (students from low-income families, students of color, children with disabilities, English learners, migratory students, students experiencing homelessness, and children and youth in foster care)? Our schedule and selection of activities promotes campers connecting socially with their peers and encourages physical activity. We offer children a chance to select activities that interest them individually, as well as plenty of opportunities to participate in group activities that they might not yet realize they enjoy. While we want campers to feel comfortable, we also want to challenge them to go outside their comfort zone; try new activities, meet new people, join an active game when they usually tend to like quiet reading, try painting when they usually gravitate toward sports. While our campers' parents appreciate the variety of activities, the aspect of day camp they appreciate most is having dependable, affordable childcare. List ways in which the program will reduce/remove institutional and systemic barriers to participation. Income Based Fees: The weekly fee will be variable based on family income, and additional scholarship funds will be available for families whose financial circumstances are further constrained. Bilingual Staff & Promotional Materials: Several of staff are bilingual/bicultural and able to help ESL families with registration. Our promotional and informational material will be printed in both Spanish and English. Central Location: Camp is intentionally located at Kiwanis Park, a central location that is within walking distance and/or on a bus route for families who lack transportation. Explain how these funds allow your agency to provide services that it would not be able to otherwise. Receiving these funds will allow us to set camp fees at a level that is financially affordable for more families and provide additional financial assistance to families with constrained incomes. List program partnerships with organizations that work with underserved and/or economically disadvantaged youth populations. We are partnering with the City of College Place (use of Kiwanis Park), Place Public Schools (emergency use of Davis Elementary), and United Way of the Blue Mountains (limited financial support) to provide Camp Fire Day Camp to families in the College Place school district. Indicate whether the program for which

you are seeking funds is fee-based. If fees are charged, please indicate whether your program will provide scholarships for underserved populations or other ways your program will ensure that costs are not a barrier. The actual break-even cost of running this program is \$235 per child per week, assuming 40 participants. With grant funding, program fees will be set at \$150 per child per week. This is an \$85 subsidy per child per week, totaling \$34,000. We are also requesting an additional \$16,000 to provide additional financial assistance through scholarships to particularly low-income families. The financial assistance application process will be clear and well-promoted, and available in both English and Spanish. Beyond the \$50,000 total grant request, additional donations from local organizations and individuals will be sought to provide additional need-based financial assistance so that cost is not a barrier. Provide the estimated number of hours each participant will spend outdoors: Campers check-in between 7:30 am and check-out between 4 and 5:30pm, and the program is based outside at Kiwanis Park picnic shelter. Although we can go inside Davis Elementary in the event of inclement weather, our campers will spend 7-10 hours outside every day. Explain time frames during which the program will be offered. Include the number of hours per day or week as well as the planned dates for the program during the summer of 2022. The program will run Monday through Friday for 10 weeks, June 20 through August 26. 7:30am through 5:30pm. Most campers attend for the full day, participating in activities for 35-50 hours per week. YOUTH SERVED Describe the K-12 youth (ages 4 to 21) who will participate and be served through this program. The Camp Fire Day Camp program is available to children entering 1st through 6th grade this coming school year. They and their families are residents of College Place and/or students in the College Place school district. Describe your outreach, specifically noting how you plan to serve those most impacted by the COVID-19 pandemic such as students from low-income families, students of color, children with disabilities, English learners, migratory students, students experiencing homelessness, and children and youth in foster care. College Place has fewer outdoor recreation opportunities and a population that includes more financially strained families, more people of color, and more English language learners. We will share print and electronic materials in both Spanish and English and collaborate with local agencies who work closely with under-served populations to get the word out about our programs and financial assistance. Explain how target youth populations will be recruited to participate. Our recruiting includes Spanish-English printed materials which will be shared throughout the community and school district, with a particular focus on getting information into the hands of low-income families. Through the financial assistance application process, low-income families will have priority in registering early for the program. Explain how these funds will create more access to underserved and/or economically disadvantaged youth. With grant funding, program fees will be set at a level that is financially affordable and variable, based on families' income level, and additional financial assistance will be available to low-income, under-served families as needed. List any barriers that prevent participants from outdoor programming? We have tried to mitigate and minimize barriers that prevent children from participating in our program and are able to serve children experiencing a mild to moderate level cognitive and/or physical challenges. Provide potential number of K-12 youth (ages 4 to 21) who would be served. We hope to serve at least 40 children during each of the 10-week sessions. _____

Main Contact Information Name: Janet Adams
 Email: janet@wwcampfire.org Phone: 5095253180

Attachment B

Budget & Project Costs Worksheet

Budget (as presented in the SEEK application Project Costs Worksheet)

Project: City of College Place & Sonbridge Center for Better Living: Valley Adventure Camps & Hispanic Youth Leadership

Project Costs	Summer 2022
Staff	\$56000
Equipment & supplies (i.e. sports equipment, art supplies, or water and snacks) (<i>must be directly related to program being offered</i>)	\$20000
Scholarships or subsidies	\$41000
Transportation	\$12000
Facilities	\$5000
Professional Services (please be specific on type of service)	\$
Fees (such as entrance fees for field trips)	\$
**Meals	\$
Other (please specify)	\$
TOTAL	\$134000

Project: City of College Place & College Place Public Schools: Youth Intramural Recreation Programming

Project Costs	Summer 2022
Staff	\$ Staff Costs
Equipment & supplies (i.e. sports equipment, art supplies, or water and snacks) (<i>must be directly related to program being offered</i>)	\$ Equipment & Staff Costs
Scholarships or subsidies	\$ Scholarships or Subsidies Costs
Transportation	\$ Transportation Costs
Facilities	\$ Facility Costs
Professional Services (please be specific on type of service)	\$ Professional Services Costs
Fees (such as entrance fees for field trips)	\$ Fees
**Meals	\$ Meal Costs
Other (please specify)	\$ Other Costs
TOTAL	\$32375

Project: City of College Place, WA & Campfire Walla Walla Summer Camp Program

Project Costs	Summer 2022
Staff	\$
Equipment & supplies (i.e. sports equipment, art supplies, or water and snacks) <i>(must be directly related to program being offered)</i>	\$
Scholarships or subsidies	\$50000
Transportation	\$
Facilities	\$
Professional Services (please be specific on type of service)	\$
Fees (such as entrance fees for field trips)	\$
**Meals	\$
Other (please specify)	\$
TOTAL	\$50000

Attachment C

Subcontractor Reporting Requirements

Reports must contain the following information:

- Describe the K-12-aged (4 to 21) youth who participated through this program including disaggregated data about student age range, gender, race/ethnicity, FRPL status, and other student information.
- Describe the type of program funded and the geographic area served.
- Explain how the program targeted youth populations were recruited to participate.
- Explain how these funds were used to create more access to underserved and/or economically disadvantaged youth.
- What disproportionately impacted communities did the summer recreation program serve?
- Discuss program successes and challenges.

Attachment D

Subcontractor Agent(s)

List any Subcontractor Agent(s) that will provide director supervision of youth in a program funded through SEEK.

Name of Agent	Address
Agent #1	Agent Address #1
Agent #2	Agent Address #2
Agent #3	Agent Address #3
Agent #4	Agent Address #4
Agent #5	Agent Address #5
Agent #6	Agent Address #6
Agent #7	Agent Address #7

Attachment E**Proclamation 21-14 COVID-19 Vaccination Certification**

To reduce the spread of COVID-19, Washington state Governor Jay Inslee, pursuant to emergency powers authorized in RCW 43.06.220, issued [Proclamation 21-14 – COVID-19 Vaccination Requirement \(dated August 9, 2021\)](#), as amended by [Proclamation 21-14.1 – COVID-19 Vaccination Requirement \(dated August 20, 2021\)](#) and as amended by [Proclamation 21-14.2 – COVID-19 Vaccination Requirement \(dated September 27, 2021\)](#), and as may be amended thereafter. The Proclamation requires contractors who have goods, services, or public works contracts with a Washington state agency to ensure that their personnel (including subcontractors and agents) who perform contract activities on-site comply with the COVID-19 vaccination requirements, unless exempted as prescribed by the Proclamation. AWC is under contract with OSPI and as such is required to meet these requirements and ensure that any subcontractors also comply.

By entering into this agreement, the Subcontractor agrees to comply as follows:

1. Has reviewed and understands Subcontractor's obligations as set forth in Proclamation 21-14 – COVID-19 Vaccination Requirement (dated August 9, 2021), as amended by Proclamation 21-14.1 – COVID-19 Vaccination Requirement (dated August 20, 2021), and as amended by Proclamation 21-14.2 – COVID-19 Vaccination Requirement (dated September 27, 2021);
2. Has developed a COVID-19 Vaccination Verification Plan for Subcontractor's personnel (including agents) that complies with the above-referenced Proclamation;
3. Has obtained a copy or visually observed proof of full vaccination against COVID-19 for Subcontractor personnel (including agents) who are subject to the vaccination requirement in the above-referenced Proclamation;
4. Complies with the requirements for granting disability and religious accommodations for Subcontractor personnel (including agents) who are subject to the vaccination requirement in the above-referenced Proclamation;
5. Has operational procedures in place to ensure that any contract activities that occur in person and on-site at OSPI premises (other than only for a short period of time during a given day and where any moments of close proximity to others on-site will be fleeting – e.g., a few minutes for deliveries) that are performed by Subcontractor personnel (including agents) will be performed by personnel who are fully vaccinated or properly exempted as required by the above-referenced Proclamation;
6. Has operational procedures in place to enable Subcontractor personnel (including agents) who perform contract activities on-site and at OSPI premises to provide compliance documentation that such personnel are in compliance with the above referenced Proclamation;
7. Will provide to OSPI or AWC, upon request, Subcontractor's COVID-19 Vaccination Verification Plan and related records, except as prohibited by law, and will cooperate with any investigation or inquiry pertaining to the same.



Project Costs Worksheet

Agency Name: College Place Public Schools

Program / Project Name: Active Kids, Healthy Kids 2022

Indicate below how funds will be used and at what level, being as specific as possible. Staff training and travel and capital infrastructure costs are ineligible for funding. Equipment and supplies that relate directly to the program being offered (such as renting a bus or van for trips) are eligible. Supplies must not exceed a \$5000/unit maximum cost.

Project Costs	Summer 2022
Staff	\$ 5421
Equipment & supplies (i.e. sports equipment, art supplies, or water and snacks) <i>(must be directly related to program being offered)</i>	\$ 1589
Scholarships or subsidies	\$ 3740
Transportation	\$ 1320
Facilities	\$ 0
Professional Services (please be specific on type of service)	\$ 0
Fees for activities or field trips (such as entrance fees for field trips)	\$ 880
**Meals	\$ 0
Other (please specify)	\$
TOTAL	\$ 12950

**Is your agency a current sponsor of the OSPI meal program or are you planning on being a site for the first time in the summer of 2022? (Only if the answer is "no" can meals be an allowable expense.)



Project Costs Worksheet

Agency Name: College Place Public Schools

Program / Project Name: Active Kids, Healthy Kids 2022

Indicate below how funds will be used and at what level, being as specific as possible. Staff training and travel and capital infrastructure costs are ineligible for funding. Equipment and supplies that relate directly to the program being offered (such as renting a bus or van for trips) are eligible. Supplies must not exceed a \$5000/unit maximum cost.

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**Meals	\$ 0
Other (please specify)	\$
TOTAL	\$ 12950

**Is your agency a current sponsor of the OSPI meal program or are you planning on being a site for the first time in the summer of 2022? (Only if the answer is "no" can meals be an allowable expense.)



Project Costs Worksheet

Agency Name: College Place Public Schools

Program / Project Name: Active Kids, Healthy Kids 2022

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**Meals	\$ 0
Other (please specify)	\$
TOTAL	\$ 12950

**Is your agency a current sponsor of the OSPI meal program or are you planning on being a site for the first time in the summer of 2022? (Only if the answer is "no" can meals be an allowable expense.)

Subcontractor Grant Agreement between the City of College Place, a municipal corporation, & College Place Public Schools, a public school district, for Summer 2022 Youth Recreation Program/Project Funding through the Summer Experiences & Enrichment for Kids Fund (SEEK Fund)

WHEREAS, the City of College Place, Washington; hereinafter referred to as “CITY” is a non-charter code city entitled to the privileges defined in RCW Title 35A; and

WHEREAS, the College Place School District #250; hereinafter referred to as “SCHOOL” is a K thru 12 public school district in the State of Washington; and

WHEREAS, the term “PARTIES” denotes CITY and SCHOOL; and

WHEREAS, the Association of Washington Cities, Washington Park & Recreation Association, and the State of Washington developed the Summer Experiences & Enrichment Program (SEEK) grant fund to cover the costs to expand youth recreation programming throughout Fiscal Year 2022; and

WHEREAS, the CITY partnered with SCHOOL to submit for \$134,000 in grant funds to cover the costs to establish an intramural summer sports program; and

WHEREAS, the College Place City Council accepted a grant agreement through Association of Washington Cities via adoption of Resolution #22-014 during the February 22nd, 2022 City Council meeting; and

WHEREAS, the CITY per the grant agreement needs to have a subcontractor agreement in place with the SCHOOL before program implementation;

NOW THEREFORE, it is hereby resolved between the PARTIES as follows:

1. The PARTIES must abide by the conditions in the SEEK Funding Opportunity Subcontractor Funding Agreement signed between the CITY and Association of Washington Cities via Resolution #22-014 which is attached to this Agreement via Appendix A.
2. The SCHOOL must manage the program budget in accordance with the costs outlined in the Project Costs Worksheet identified via Appendix B. Reimbursement sheets can be turned into the CITY on a monthly basis and the CITY will submit documents to Association of Washington Cities for reimbursement as outlined in Subcontractor Funding Agreement in Appendix A.
3. The SCHOOL must provide a youth recreation program as outlined in the narrative written by the SCHOOL and submitted to Association of Washington Cities by the City. The narrative is attached to this Agreement as Appendix C.

Adopted by the City Council of the City of College Place, Washington, this ____ day of _____, 2022

ATTEST:

Mike Rizzitiello, City Administrator

Lisa R. Neissl, CMC
City Clerk

Adopted by the School Board of College Place School District #250 this ____ day of _____, 2022

ATTEST:

,Board President

, Board Clerk

City of College Place, Washington
RESOLUTION NO. 22-014

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE, WASHINGTON REGARDING AUTHORIZING ACCEPTANCE OF FY 2022 SEEK GRANT TOTALING \$216,375 AND PERMITTING THE CITY ADMINISTRATOR TO SIGN THE GRANT AGREEMENT.

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

Whereas, the City worked with its recreation partners to turn in a competitive proposal to the Association of Washington Cities, Washington Park & Recreation Association, and the State to scale up youth recreation programming in Summer 2022; and

Whereas, the City received correspondence that all three program submittals will receive full grant funding and the City will need to write subcontract agreements with the partner agencies; and

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

- 1. Accept FY 2022 SEEK Grant for three grant applications for College Place Public Schools, Campfire, and Sonbridge totaling \$216,375 and authorizing the City Administrator to sign associated grant documents.**

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.

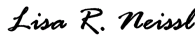
Effective Date. This resolution shall take effect and be in full force upon its passage as provided by law.

PASSED by the City Council of the City of College Place, Washington, this 22nd day of February, 2022.

DocuSigned by:


Norma L. Hernandez, Mayor

Attest:

DocuSigned by:


Lisa R. Neissl, CMC
City Clerk

SEEK Funding Opportunity Subcontractor Funding Agreement

**Association of Washington Cities
Service Subcontract (“Subcontract”) with**

City of College Place
through

Summer Experiences & Enrichment for Kids Fund (SEEK Fund)
A program of the Washington Office of Superintendent of Public Instruction
(OSPI)

For

Jurisdiction Name	City of College Place
Program Description	1. City of College Place & Sonbridge Center for Better Living: Valley Adventure Camps & Hispanic Youth Leadership 2. City of College Place & College Place Public Schools: Youth Intramural Recreation Programming 3. City of College Place, WA & Campfire Walla Walla Summer Camp Program

Start date: April 15, 2022

End date: November 15, 2022

FACE SHEET**Subcontract Number: 22-19****Association of Washington Cities (AWC)****Summer Experiences & Enrichment for Kids (SEEK) Fund**

The Association of Washington Cities (AWC) is working in collaboration with and generally under the direction from OSPI to provide evidence-based, outdoor, summer enrichment programs to youth in K-12 (ages 4-21). Funds for this subcontract are intended to prevent, prepare for, or respond to the COVID-19 pandemic, including its impact on the social, emotional, mental health, and academic needs of students.

1. Subcontractor Agency Name Mailing Address Physical Address Phone Number		2. Subcontractor Doing Business As (optional) DBA Name DBA Mailing Address DBA Physical Address	
3. Subcontractor Representative Michael Rizzitiello mrizzitiello@cpwa.us		4. AWC Representative Jacob Ewing Legislative Policy Analyst (360) 753-4137 jacob@awcnet.org 1076 Franklin Street SE Olympia, WA 98501	
5. Subcontract Amount \$216375	6. Start Date April 15, 2022	7. End Date November 15, 2022	8. Tax ID # Insert Tax ID
9. Subcontract Purpose Carry out summer activities under the OSPI SEEK program as described in Attachment A.			
AWC and the Subcontractor, as defined above, acknowledge and accept the terms of this Subcontract and attachments and have executed this Subcontract on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Subcontract are governed by this Subcontract and the following other documents incorporated by reference: Subcontractor General Terms and Conditions including Attachment "A" – SEEK Application/Scope of Work; Attachment "B" – Project Costs Worksheet; Attachment "C" – Subcontractor Data Collection; Attachment (D) – Subcontractor Agent(s); Attachment E - Proclamation 21-14 COVID-19 Vaccination Certification.			
FOR SUBCONTRACTOR _____ _____ Date		FOR Association of Washington Cities _____ _____ Date	

Last revision 11/23/2021

SEEK Funding Opportunity Subcontractor Funding Agreement

1. **SUBCONTRACT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the Subcontract contact person for all communications and billings regarding the performance of this Subcontract.

The Representative for AWC and their contact information are identified on the Face Sheet of this Subcontract.

The Representative for the Subcontractor and their contact information are identified on the Face Sheet of this Subcontract.

2. **PAYMENT**

AWC shall pay an amount not to exceed **\$216375** for the performance of all things necessary for or incidental to the performance of work as set forth in the SEEK Application and described in Attachment A. Subcontractor's compensation for services rendered shall be based on the completion of duties as outlined in the SEEK application, in Attachment A, in accordance with the following sections.

3. **BILLING PROCEDURES AND PAYMENT**

AWC will reimburse Subcontractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for AWC not more often than monthly. Subcontractor will use the invoice form provided by AWC to request reimbursement.

The invoices shall describe and document, to AWC's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the **Subcontract Number 22-19**. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

If errors are found in the submitted invoice or supporting documents, AWC will notify the Subcontractor to make corrections in a timely manner, resubmit the invoice and/or supporting documentation as requested, and notify AWC.

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

AWC may, in its sole discretion, terminate the Subcontract or withhold payments claimed by the Subcontractor for services rendered if the Subcontractor fails to satisfactorily comply with any term or condition of this Subcontract.

No payments in advance or in anticipation of services or supplies to be provided under this Subcontract shall be made by AWC.

Duplication of Billed Costs

The Subcontractor shall not bill AWC for services performed under this Subcontract, and AWC shall not pay the Subcontractor, if the Subcontractor is entitled to payment or has been or will be paid by any other source, including grants, for that service. This does not include fees charged for summer recreation programs.

Disallowed Costs

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

SEEK Funding Opportunity Subcontractor Funding Agreement

Final Reimbursement and Reporting Deadline

When the project is completed the Subcontractor must submit a final invoice, final report, and supporting documents needed to close out the project no later than **October 1, 2022**.

AWC shall withhold 10 percent (10%) from each payment until acceptance by AWC of the final reporting from the Subcontractor has been submitted and verified.

4. SUBCONTRACTOR DATA COLLECTION/REPORTING REQUIREMENTS

Subcontractor will submit reports, in a form and format to be provided by AWC (See Attachment C). Data must be provided to AWC along with final billing.

5. AGENT(S)

Agent(s) in this contract refers to any third-party entity and its employees that the Subcontractor has subcontracted with to provide services funded through this agreement. The Subcontractor is responsible for ensuring that any agent complies with the provision herein.

Any of the Subcontractor's agent(s) that will provide director supervision of youth through programs funded by this contract must be listed in Attachment D – Subcontractor Agent(s) and must provide proof of insurance per Section 6 of this document.

6. INSURANCE

a. Workers' Compensation Coverage. The Subcontractor shall at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the fullest extent applicable. This requirement includes the purchase of industrial insurance coverage for the Subcontractor's employees, as may now hereafter be required of an "employer" as defined in Title 51 RCW. Such workers' compensation and occupational disease requirements shall include coverage for all employees of the Subcontractor, and for all employees of any subcontract retained by the Subcontractor, suffering bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Subcontract. Satisfaction of these requirements shall include, but shall not be limited to:

- i. Full participation in any required governmental occupational injury and/or disease insurance program, to the extent participation in such a program is mandatory in any jurisdiction;
- ii. Purchase workers' compensation and occupational disease insurance benefits to employees in full compliance with all applicable laws, statutes, and regulations, but only to the extent such coverage is not provided under mandatory governmental program in "a" above, and/or;
- iii. Maintenance of a legally permitted and governmentally approved program of self-insurance for workers' compensation and occupational disease.

Except to the extent prohibited by law, the program of the Subcontractor's compliance with workers' compensation and occupational disease laws, statutes, and regulations in 1), 2), and 3) above shall provide for a full waiver of rights of subrogation against AWC, its directors, officers, and employees.

SEEK Funding Opportunity Subcontractor Funding Agreement

If the Subcontractor, or any agent retained by the Subcontractor, fails to effect and maintain a program of compliance with applicable workers’ compensation and occupational disease laws, statutes, and regulations and AWC incurs fines or is required by law to provide benefits to such employees, to obtain coverage for such employees, the Contractor will indemnify AWC for such fines, payment of benefits to Subcontractor or Subcontractor employees or their heirs or legal representatives, and/or the cost of effecting coverage on behalf of such employees. Any amount owed AWC by the Subcontractor pursuant to the indemnity may be deducted from any payments owed by AWC to the Subcontractor for the performance of this Subcontract.

b. Automobile Insurance. In the event that services delivered pursuant to this Subcontract involve the use of vehicles, owned or operated by the Subcontractor, automobile liability insurance shall be required. The minimum limit for automobile liability is:

\$1,000,000 per accident, using a Combined Single Limit for bodily injury and property damage.

c. Business Automobile Insurance. In the event that services performed under this Subcontract involve the use of vehicles or the transportation of clients, automobile liability insurance shall be required. If Subcontractor-owned personal vehicles are used, a Business Automobile policy covering a minimum Code 2 “owned autos only” must be secured. If the Subcontractor’s employees’ vehicles are used, the Subcontractor must also include under the Business Automobile policy Code 9, coverage for “non-owned autos.” The minimum limits for automobile liability is:

\$1,000,000 per accident, using a Combined Single Limit for bodily injury and property damage.

d. Public Liability Insurance (General Liability). The Subcontractor shall at all times during the term of this Subcontract, at its cost and expense, carry and maintain general public liability insurance, including contractual liability, against claims for bodily injury, personal injury, death, or property damage occurring or arising out of services provided under this Subcontract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Subcontractor or its officers, agents, representatives, assigns or servants. The limits of liability insurance, which may be increased from time to time as deemed necessary by AWC, with the approval of the Subcontractor (which shall not be unreasonably withheld), shall not be less than as follows:

Each Occurrence	\$1,000,000
Products-Completed Operations Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$ 50,000

e. Local Governments that Participate in a Self-Insurance Program.

Alternatively, Subcontractors may maintain a program of self-insurance or participate in a property/liability pool with adequate limits to comply with the Subcontract insurance requirements or as is customary to the contractor or subcontractor’s business, operations/industry, and the performance of its respective obligations under this Subcontract.

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- f. Additional Insured.** The Office of Superintendent of Public Instruction, and the Association of Washington Cities, shall be specifically named as an additional insured on all policies, including Public Liability and Business Automobile, except for liability insurance on privately-owned vehicles, and all policies shall be primary to any other valid and collectible insurance.

AWC and OSPI may waive the requirement to be specially named as an additional insured on policies, including Public Liability and Business Automobile, provided that the Subcontractor provides: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pools must comply with RCW 48.62, the requirements of the Office of Risk Management and Local Government Self Insurance Program, the Washington State Auditor's reporting requirements and all related federal and state regulations.

Subcontractors participating in a joint risk pool shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The AWC and OPSI, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

- g. Proof of Insurance.** Certificates and or evidence satisfactory to the AWC confirming the existence, terms and conditions of all insurance required above shall be delivered to AWC within five (5) days of the Subcontractor's receipt of Authorization to Proceed.

- h. General Insurance Requirements.** Subcontractor shall, at all times during the term of the Subcontract and at its cost and expense, buy and maintain insurance of the types and amounts listed above. Failure to buy and maintain the required insurance may result in the termination of the Subcontract at AWC's option. By requiring insurance herein, AWC does not represent that coverage and limits will be adequate to protect Subcontractor and such coverage and limits shall not limit Subcontractor's liability under the indemnities and reimbursements granted to AWC in this Subcontract.

Subcontractor shall include all agents of the Subcontractor as insureds under all required insurance policies, or shall furnish proof of insurance and endorsements for each agent. Agent(s) must comply fully with all insurance requirements stated herein. Failure of agent(s) to comply with insurance requirements does not limit Subcontractor's liability or responsibility.

7. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Subcontract and Subcontractor General Terms and Conditions
- Attachment A – SEEK Application & Scope of Work
- Attachment B – Budget and Project Costs Worksheet
- Attachment C – Subcontractor Reporting Requirements
- Attachment D – Subcontractor Agent(s)
- Attachment E - Proclamation 21-14 COVID-19 Vaccination Certification

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SUBCONTRACTOR GENERAL TERMS AND CONDITIONS

1. **Access to Data.** In compliance with Chapter 39.26 RCW, the Subcontractor shall provide access to data generated under this Subcontract to AWC, and to the extent necessary to comply with RCW 39.26, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Subcontractor's reports, including computer models and methodology for those models.
2. **Alterations and Amendments.** This Subcontract may be amended only by mutual agreement of the parties in writing. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.
3. **Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, also referred to as the "ADA" 28 CFR Part 35.** In relation to this Subcontract, the Subcontractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
4. **Assignment.** Neither this Subcontract, nor any claim arising under this Subcontract, shall be transferred or assigned by the Subcontractor without prior written consent of AWC.
5. **Assurances.** AWC and the Subcontractor agree that all activity pursuant to this Subcontract will be in accordance with all applicable current federal, state and local laws, rules and regulations.
6. **Attorney's Fees.** In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney's fees and costs.
7. **Budget Revisions.** Any monetary amount budgeted by the terms of this Subcontract for various activities and line item objects of expenditure, as outlined in Attachment B – Budget and Project Costs Worksheet, may be revised without prior written approval of AWC, so long as the revision is no more than ten percent (10%) of the original line item amount and the increase in an amount is offset by a decrease in one or more other amounts equal to or greater than the increase. All other budget revisions exceeding ten percent (10%) shall only be made with the prior written approval of AWC. Subcontractor will use the funding change request form provided by AWC to request these budget revisions.
8. **Certification Regarding Debarment, Suspension, and Ineligibility.** The Subcontractor certifies that neither it nor its principals are debarred, suspended, proposed for debarment, or voluntarily excluded from participation in transactions by any federal department or agency. The Subcontractor further certifies that they will ensure that potential subcontractors or any of their principals are not debarred, suspended, proposed for debarment, or voluntarily excluded from participation in covered transactions by any federal department or agency. "Covered transactions" include procurement contracts for goods that are expected to equal or exceed twenty-five thousand dollars (\$25,000). Subcontractor may do so by obtaining a certification statement from the potential subcontractor or subrecipient or by checking online at the System for Award Management (SAM), Excluded Parties List. The Subcontractor shall immediately notify the AWC if, during the term of this subcontract, Subcontractor becomes debarred. AWC may immediately terminate this Subcontract by providing Subcontractor written notice if Subcontractor becomes debarred during the term of this Subcontract.

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The Subcontractor also certifies that neither it nor its principals are debarred, suspended, or proposed for debarment from participation in transactions by any state department or agency. The Subcontractor further certifies that they will ensure that potential subcontractors or any of their principals are not debarred, suspended, or proposed for debarment from participation in covered transactions by any state department or agency.

- 9. Certification Regarding Lobbying.** The Subcontractor certifies that Federal-appropriated funds will not be used to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Subcontractor shall require its agents to certify compliance with this provision.
- 10. Certification Regarding Wage Violations.** The Subcontractor certifies that within three (3) years prior to the date of execution of this Subcontract, Subcontractor has not been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW chapters 49.46, 49.48, or 49.52.

The Subcontractor further certifies that it will remain in compliance with these requirements during the term of this Subcontract. Subcontractor will immediately notify AWC of any finding of a willful violation entered by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction entered during the term of this Subcontract.

- 11. Change in Status.** In the event of substantive change in the legal status, organizational structure, or fiscal reporting responsibility of the Subcontractor, Subcontractor agrees to notify AWC of the change. Subcontractor shall provide notice as soon as practicable, but no later than thirty (30) days after such a change takes effect.
- 12. Confidentiality.** The Subcontractor acknowledges that all of the data, material and information which originates from this Subcontract, and any student assessment data, material and information which will come into its possession in connection with performance under this Subcontract, consists of confidential data owned by AWC or confidential personally identifiable data subject to the federal Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) or other privacy laws, and that the data must be secured and protected from unauthorized disclosure by the Subcontractor. The Subcontractor is wholly responsible for compliance with FERPA requirements.

The Subcontractor, therefore, agrees to hold all such material and information in strictest confidence, not to make use thereof other than for the performance of this Subcontract, to release it only to authorized employees and agents requiring such information and not release or disclose it to any other party. The Subcontractor agrees to release such information or material only to employees and agents who have signed a written agreement expressly prohibiting disclosure or usages not specifically authorized by this Subcontract. The parties acknowledge the release of records may be subject to the Public Records Act, RCW 42.56, and further acknowledge that Washington law and court order may compel disclosure of certain records; this provision does not apply to records compelled by law or court order.

- 13. Copyright Provisions.** Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and copyright shall be owned by the

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Superintendent of Public Instruction (Superintendent). The Superintendent shall be considered the author of such Materials. If Materials are not considered “works for hire”, Subcontractor hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to the Superintendent effective from the moment of creation of such Materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Copyright ownership includes the right to patent, register and the ability to transfer these rights.

Subcontractor understands that, except where otherwise agreed to in writing or approved by the Superintendent or designee, all original works of authorship produced under this Contract shall carry a [Creative Commons Attribution License](#), version 4.0 or later.

All Materials the Subcontractor has adapted from others’ existing openly licensed resources must be licensed with the least restrictive open license possible that is not in conflict with existing licenses.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, Subcontractor will license the materials to allow others to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. If the Subcontractor would like to limit these pre-existing portions of the work to [non-commercial use](#), the [Creative Commons Attribution-NonCommercial-ShareAlike](#) license, version 4.0 or later, is acceptable for these specific sections.

The Subcontractor warrants and represents that Subcontractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to apply such a license.

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

- 14. Covenant Against Contingent Fees.** The Subcontractor warrants that no person or selling agent has been employed or retained to solicit or secure this Subcontract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agent maintained by the Subcontractor for the purpose of securing business. AWC shall have the right, in the event of breach of this clause by the Subcontractor, to annul this Subcontract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fees.
- 15. Disputes.** In the event that a dispute arises under this Subcontract, the parties will use their best efforts to amicably resolve any dispute, including use of alternative dispute resolution options.

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- 16. Duplicate Payment.** AWC shall not pay the Subcontractor, if the Subcontractor has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.
- 17. Entire Agreement.** This Subcontract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Subcontract shall be deemed to exist or to bind any of the parties hereto.
- 18. Ethical Conduct.** Neither the Subcontractor nor any employee or agent of the Subcontractor shall participate in the performance of any duty or service in whole or part under this Subcontract in violation of, or in a manner that violates any provision of the Ethics in Public Service law at Chapter 42.52 RCW, RCW 42.17A.550, RCW 42.17A.555, and 41.06.250 prohibiting the use of public resources for political purposes.
- 19. Governing Law and Venue.** This Subcontract shall be construed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.
- 20. Indemnification.** To the fullest extent permitted by law, Subcontractor shall indemnify, defend and hold harmless AWC and all officials, agents, and employees of AWC, from and against all claims for injuries or death arising out of or resulting from the performance of this Subcontract. "Claim" as used in this Subcontract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Additionally, "claims" shall include but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in an unfair trade practice or in unlawful restraint of competition. Subcontractor's obligation to indemnify, defend and hold harmless includes any claim by Subcontractor's agents, employees, representatives, or any subcontractor or its employees.
- Subcontractor expressly agrees to indemnify, defend, and hold harmless AWC for any and all claims, costs, charges, penalties, demands, losses, liabilities, damages, judgments, or fines out of or incident to Subcontractor's or its subcontractor's performance or failure to perform the Subcontract. Subcontractor's obligation to indemnify, defend, or hold harmless AWC shall not be eliminated or reduced by any actual or alleged concurrent negligence by AWC, or their agents, employees, or officials.
- Subcontractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless AWC, and their agents, employees, or officials.
- 21. Independent Capacity of the Subcontractor.** The parties intend that an independent Subcontractor relationship will be created by this Subcontract. The Subcontractor and his/her employees or agents performing under this Subcontract are not employees or agents of AWC. The Subcontractor will not hold itself out as nor claim to be an officer or employee of AWC, the Superintendent or of the state of Washington by reason hereof, nor will the Subcontractor make any claim or right, privilege, or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Subcontractor.

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- 22. Licensing and Accreditation Standards.** The Subcontractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary to the performance of this Subcontract.
- 23. Limitation of Authority.** Only AWC or AWC's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Subcontract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this Subcontract is not effective or binding unless made in writing and signed by AWC.
- 24. Non-Discrimination.** The Subcontractor shall comply with all the federal and state non-discrimination laws, regulations and policies, which are otherwise applicable to AWC. Accordingly, no person shall, on the ground of sex, race, creed, religion, color, national origin, marital status, families with children, age, veteran or military status, sexual orientation, gender expression, gender identity, disability, or the use of a trained dog guide or service animal, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any activity performed by the Subcontractor and its agents under this Subcontract. The Subcontractor shall notify AWC immediately of any allegations, claims, disputes, or challenges made against it under non-discrimination laws, regulations, or policies, or under the Americans with Disabilities Act. In the event of the Subcontractor's noncompliance or refusal to comply with this nondiscrimination provision, this Subcontract may be rescinded, cancelled or terminated in whole or part, and the Subcontractor may be declared ineligible for further contracts with AWC.
- 25. Overpayments.** Subcontractor shall refund to AWC the full amount of any overpayment under this Subcontract within thirty (30) calendar days of written notice. If Subcontractor fails to make a prompt refund, AWC may charge Subcontractor one percent (1%) per month on the amount due until paid in full.
- 26. Public Disclosure.** Subcontractor acknowledges that AWC is subject to the Washington State Public Records Act, Chapter 42.56 RCW, and AWC acknowledges that the Subcontractor is subject to the Washington State Public Records Act, Chapter 42.56 RCW, and that this Subcontract shall be a public record as defined in RCW 42.56. Any specific information that is claimed by either party to be confidential or proprietary must be clearly identified as such by that party. To the extent consistent with chapter 42.56 RCW, each party shall attempt reasonably to maintain the confidentiality of all such information marked confidential or proprietary. If a request is made to view such information, the party receiving the public records request will notify the other party of the request and the date that such records will be released to the requester unless the other party obtains a court order enjoining that disclosure. If such party fails to obtain the court order enjoining disclosure, the party receiving the records request will release the requested information on the date specified.
- 27. Publicity.** The Subcontractor agrees to submit to AWC all advertising and publicity matters relating to this Subcontract which in the AWC's judgment, AWC or the Superintendent's name can be implied or is specifically mentioned. The Subcontractor agrees not to publish or use such advertising and publicity matters without the prior written consent of AWC.

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28. Registration with Department of Revenue. The Subcontractor shall complete registration with the Department of Revenue and be responsible for payment of all taxes due on payments made under this Subcontract.

29. Records Maintenance. The Subcontractor shall maintain all books, records, documents, data and other evidence relating to this Subcontract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Subcontract. Subcontractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Subcontract, shall be subject at all reasonable times to inspection, review or audit by the AWC or the Superintendent, personnel duly authorized by AWC or the Superintendent, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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

30. Right of Inspection. The Subcontractor shall provide right of access to its facilities utilized under this Subcontract to AWC or any of its officers responsible for executing the terms of this Subcontract at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Subcontract on behalf of AWC. All inspections and evaluations shall be performed in such a manner that will not unduly interfere with the Subcontractor's business or work hereunder.

31. Severability. The provisions of this Subcontract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Contract.

32. Subcontracting. Neither the Subcontractor nor any agent of the Subcontractor shall enter into subcontracts for any of the work contemplated under this Subcontract without obtaining prior written approval of AWC. Subcontractor is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Subcontract are included in any and all Subcontracts. In no event shall the existence of the subcontract operate to release or reduce liability of the Subcontractor to the AWC for any breach in the performance of the Subcontractor's duties. This clause does not include contracts of employment between the Subcontractor and personnel assigned to work under this Subcontract.

If, at any time during the progress of the work, AWC determines in its sole judgment that any agent of the Subcontractor is incompetent, AWC shall notify the Subcontractor, and the Subcontractor shall take immediate steps to terminate the agent's involvement in the work. The rejection or approval by AWC of any agent or the termination of an agent shall not relieve the Subcontractor of any of its responsibilities under the Subcontract, nor be the basis for additional charges to AWC.

33. Taxes. All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Subcontractor or its staff shall be the sole responsibility of the Subcontractor.

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- 34. Technology Security Requirements.** The security requirements in this document reflect the applicable requirements of Standard 141.10 (<https://ocio.wa.gov/policies>) of the Office of the Chief Information Officer for the state of Washington, which by this reference are incorporated into this agreement.

The Subcontractor acknowledges it is required to comply with WaTech Office of Chief Information Officer (OCIO) IT Security Policy 141 and OCIO IT Security Standard 141.10, Securing Information Technology Assets. OCIO IT Security Standard 141.10, Securing Information Technology Assets, applies to all Superintendent assets stored as part of a service, application, data, system, portal, module, components or plug-in product(s) that are secured as defined by the WaTech OCIO's IT Security Policy 141 and OCIO IT Security Standard 141.10, Securing Information Technology Assets.

As part of OCIO IT Security Standard 141.10, a design review checklist and/or other action may be required. These activities will be managed and coordinated between AWC and the Subcontractor. Any related costs to performing these activities shall be at the expense of the Subcontractor. Any such activities and resulting checklist and/or other products must be shared with AWC.

- 35. Termination for Convenience.** Except as otherwise provided in this Subcontract, the Superintendent or Superintendent's Designee may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Subcontract in whole or in part. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered to and received by the Subcontractor as of midnight the second day of mailing in the absence of proof of actual delivery to and receipt by the Subcontractor. If this Subcontract is so terminated, AWC shall be liable only for payment required under the terms of the Subcontract for services rendered or goods delivered prior to the effective date of termination.

- 36. Termination for Default.** In the event AWC determines the Subcontractor has failed to comply with the conditions of this Subcontract in a timely manner, AWC has the right to suspend or terminate this Subcontract. AWC shall notify the Subcontractor in writing of the need to take corrective action. If corrective action is not taken within thirty (30) days, the Subcontract may be terminated. AWC reserves the right to suspend all or part of the Subcontract, withhold further payments, or prohibit the Subcontractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Subcontractor or a decision by AWC to terminate the Contract. In the event of termination, the Subcontractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Subcontract and the replacement or cover Subcontract and all administrative costs directly related to the replacement Subcontract, e.g., cost of the competitive bidding, mailing, advertising and staff time. The termination shall be deemed to be a "Termination for Convenience" if it is determined that the Subcontractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of the AWC provided in this Subcontract are not exclusive and are in addition to any other rights and remedies provided by law.

- 37. Termination Due to Funding Limitations or Contract Renegotiation, Suspension.** In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Subcontract and prior to normal completion of this Subcontract, with the notice specified below and without liability for damages:

- a. At AWC's discretion, AWC may give written notice of intent to renegotiate the Subcontract under the revised funding conditions.

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- b. At AWC's discretion, AWC may give written notice to Subcontractor to suspend performance when AWC determines there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Subcontractor's performance to be resumed.
 - (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
 - (2) When AWC determines that the funding insufficiency is resolved, it will give the Subcontractor written notice to resume performance, and Subcontractor shall resume performance.
 - (3) Upon the receipt of notice under b. (2), if Subcontractor is unable to resume performance of this Subcontract or if the Subcontractor's proposed resumption date is not acceptable to AWC and an acceptable date cannot be negotiated, AWC may terminate the Subcontract by giving written notice to the Subcontractor. The parties agree that the Subcontract will be terminated retroactive to the date of the notice of suspension. AWC shall be liable only for payment in accordance with the terms of this Subcontract for services rendered prior to the retroactive date of termination.
- c. AWC may immediately terminate this Subcontract by providing written notice to the Subcontractor. The termination shall be effective on the date specified in the termination notice. AWC shall be liable only for payment in accordance with the terms of this Subcontract for services rendered prior to the effective date of termination. No penalty shall accrue to AWC in the event the termination option in this section is exercised.
- d. For purposes of this section, "written notice" may include email.

38. Termination Procedure. Upon termination of this Subcontract the AWC, in addition to other rights provided in this Subcontract, may require the Subcontractor to deliver to AWC any property specifically produced or acquired for the performance of such part of this Contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The AWC shall pay to the Subcontractor the agreed upon price, if separately stated, for completed work and services accepted by AWC and the amount agreed upon by the Subcontractor and AWC for (a) completed work and services for which no separate price is stated, (b) partially completed work and services, (c) other property or services which are accepted by AWC, and (d) the protection and preservation of the property, unless the termination is for default, in which case AWC shall determine the extent of the liability. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause for this Subcontract. The AWC may withhold from any amounts due to the Subcontractor such sum as AWC determines to be necessary to protect AWC against potential loss or liability.

The rights and remedies of AWC provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law under this Subcontract.

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After receipt of a notice of termination, and except as otherwise directed by the Superintendent, the Subcontractor shall:

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

39. Treatment of Assets. Except as otherwise provided for in the Subcontract, the ownership and title to all real property and all personal property exceeding a value of \$5,000 purchased by the Subcontractor in the course of performing this Subcontract with moneys paid by the Superintendent shall vest in the Superintendent, except for supplies consumed in performing this Subcontract. The Subcontractor shall (1) maintain a current inventory of all the real and personal property; (2) label all the property "State of Washington, Superintendent of Public Instruction"; and, (3) surrender property and title to the Superintendent without charge prior to settlement upon completion, termination or cancellation of this Contract.

If any property is lost, destroyed, or damaged, the Subcontractor shall notify the Superintendent and take all reasonable steps to protect the property from further damage.

All reference to the Subcontractor under this clause shall include Subcontractor's employees and agents.

40. Waiver. A failure by either part to exercise its rights under this Subcontract shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this agreement. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of

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this Subcontract unless stated to be such in writing and signed by personnel authorized to bind each of the parties.

Attachment A**SEEK Application & Scope of Work*****Insert detailed project description as included in the Funding Opportunity application & Attach SEEK Funding Application*****City of College Place & Sonbridge Center for Better Living: Valley Adventure Camps & Hispanic Youth Leadership**

The purpose of this program is to provide supplies to aide in the execution of Valley Adventure Camps and Hispanic Youth Leadership. These programs serve about 100 kids between 10 and 18 years of age. Themed camp events run the gamut for five days a week for 10 weeks ranging from caving, music, drama, science, clown, lodge, water, and computer camps. Each participant would participate in about 400 hours of activities. These programs would be offered between June 1st and August 15th.

City of College Place & College Place Public Schools: Youth Intramural Recreation Programming

College Place Public Schools, at the direction of its Board of Directors is pursuing funding avenues to support our students in healthy activities. We have seen a significant decline in student health, level of physical activity, and ability to successfully interact with other same-age peers. Due to the isolation of the pandemic, finding an array of activities that can persist year-round to keep students engaged will be critical to our community students' growth moving forward. This request will support our current endeavors to provide after-school and weekend activities to keep our students active. We are looking to target students exiting grades Kindergarten through four for summer 2022 from our Elementary School (Davis Elementary) and hoping to support the private elementary students in our community as well if possible. The goal will be to bridge the roughly ten weeks of summer with week long instruction and engagement in fun activities. Students of all income levels will be able to participate as we utilize a sliding scale to adjust costs based on their Federal Free/Reduced Meal status. We would expect that we could staff roughly 100 campers over the summer to provide for proper supervision. The District would offer its buses and facilities to be used without a rental fee; only gas, driver, and cleaning fees. The request is to fund four staff members full time for the duration of the summer to include four weeks included for recruitment, setup and logistics. Each employee will be full time at forty hours per week with hourly wages between \$18.00-\$28.00/hour depending on level (one supervisor and three employees). Each employee will be responsible for designing the lessons, games, and activities and for their instruction. Staff will be responsible for student supervision from arrival until departure. Grant funds will be combined with District dollars to provide supplies that will allow for the use of shared spaces. Multiple portable soccer goals will allow for games on multiple fields simultaneously and support long-term development of larger programs. Portable pickleball nets and the equipment will allow for outdoor spaces of sidewalks and courts to become pickleball courts. Portable volleyball nets and standards too will allow for transforming any outdoor space into a useable volleyball court. Finally, Frisbee Golf goals will be purchased to create courses for students to use and enjoy. The goal is to create a program that students can engage in numerous activities over a number of weeks that will promote them getting active, learning new skills, working as a part of team, gaining interpersonal and social skills, and return them for the 2022-2023 school year prepared and ready for success.

City of College Place, WA & Campfire Walla Walla Summer Camp Program

Kiwanis Park Summer Day Camp Provided by Camp Fire Walla Walla Funds Requested: \$50,000

Program Focus Area(s): Youth Summer Day Camp (primary focus); Art Programs, Environmental Programs, STEM, Outdoor Recreation (secondary focus)

Communities Impacted: Low-income families, Rural or geographically isolated families (primary focus); English as a second language, Youth in foster care (secondary focus)

PROGRAM DESCRIPTION Describe the youth experience the program will provide (what they will do): The Camp Fire Day Camp experience includes a blend of small and large group activities that promote the Camp Fire mission: To provide youth with opportunities to find their spark, lift their voice, and discover who they are. We offer a wide variety of activities: sports and field games, art, music, science experiments, cooperative games, reading, skits and storytelling, gardening, swimming, hiking and nature exploration, and community service projects. Through these activities, we strive to help children explore new interests and develop skills, build healthy social-emotional connections with each other, improve physical and mental health, and practice leadership, communication, and solution-finding skills.

Detail how the program will prioritize activities that promote students connecting socially with their classmates, encourage students to engage in physical activity, and address participants' mental health and academic needs: To meet the social, emotional, and academic needs of our campers and to provide them with engaging and enriching outdoor experiences, we plan activities with some (very positive) ulterior motives in mind. Rather than just including simple directions for accomplishing each activity or task, our day camp lesson plans have a deeper purpose. For instance, while campers may think they are simply making a list of activities they would like to do, Camp Fire staff teach them the process of brainstorming, what it means to reserve judgement, techniques for making sure everyone has a turn to express their opinion, methods of making fair decisions together, discussing pros and cons, etc. An art project is rarely just an art project; a soccer game is rarely just a soccer game; they are opportunities to develop social-emotional skills with the guidance of camp counselors who are skilled in the art of facilitation.

Describe how each program will enhance access for those who have been historically underserved or are struggling due to income disparities and/or COVID-19 impacts (students from low-income families, students of color, children with disabilities, English learners, migratory students, students experiencing homelessness, and children and youth in foster care)? Our schedule and selection of activities promotes campers connecting socially with their peers and encourages physical activity. We offer children a chance to select activities that interest them individually, as well as plenty of opportunities to participate in group activities that they might not yet realize they enjoy. While we want campers to feel comfortable, we also want to challenge them to go outside their comfort zone; try new activities, meet new people, join an active game when they usually tend to like quiet reading, try painting when they usually gravitate toward sports. While our campers' parents appreciate the variety of activities, the aspect of day camp they appreciate most is having dependable, affordable childcare.

List ways in which the program will reduce/remove institutional and systemic barriers to participation.

- Income Based Fees: The weekly fee will be variable based on family income, and additional scholarship funds will be available for families whose financial circumstances are further constrained.
- Bilingual Staff & Promotional Materials: Several of staff are bilingual/bicultural and able to help ESL families with registration. Our promotional and informational material will be printed in both Spanish and English.
- Central Location: Camp is intentionally located at Kiwanis Park, a central location that is within walking distance and/or on a bus route for families who lack transportation.

Explain how these funds allow your agency to provide services that it would not be able to otherwise. Receiving these funds will allow us to set camp fees at a level that is financially affordable for more families and provide additional financial assistance to families with constrained incomes. List program partnerships with organizations that work with underserved and/or economically disadvantaged youth populations. We are partnering with the City of College Place (use of Kiwanis Park), Place Public Schools (emergency use of Davis Elementary), and United Way of the Blue Mountains (limited financial support) to provide Camp Fire Day Camp to families in the College Place school district. Indicate whether the program for which

you are seeking funds is fee-based. If fees are charged, please indicate whether your program will provide scholarships for underserved populations or other ways your program will ensure that costs are not a barrier. The actual break-even cost of running this program is \$235 per child per week, assuming 40 participants. With grant funding, program fees will be set at \$150 per child per week. This is an \$85 subsidy per child per week, totaling \$34,000. We are also requesting an additional \$16,000 to provide additional financial assistance through scholarships to particularly low-income families. The financial assistance application process will be clear and well-promoted, and available in both English and Spanish. Beyond the \$50,000 total grant request, additional donations from local organizations and individuals will be sought to provide additional need-based financial assistance so that cost is not a barrier. Provide the estimated number of hours each participant will spend outdoors: Campers check-in between 7:30 am and check-out between 4 and 5:30pm, and the program is based outside at Kiwanis Park picnic shelter. Although we can go inside Davis Elementary in the event of inclement weather, our campers will spend 7-10 hours outside every day. Explain time frames during which the program will be offered. Include the number of hours per day or week as well as the planned dates for the program during the summer of 2022. The program will run Monday through Friday for 10 weeks, June 20 through August 26. 7:30am through 5:30pm. Most campers attend for the full day, participating in activities for 35-50 hours per week. YOUTH SERVED Describe the K-12 youth (ages 4 to 21) who will participate and be served through this program. The Camp Fire Day Camp program is available to children entering 1st through 6th grade this coming school year. They and their families are residents of College Place and/or students in the College Place school district. Describe your outreach, specifically noting how you plan to serve those most impacted by the COVID-19 pandemic such as students from low-income families, students of color, children with disabilities, English learners, migratory students, students experiencing homelessness, and children and youth in foster care. College Place has fewer outdoor recreation opportunities and a population that includes more financially strained families, more people of color, and more English language learners. We will share print and electronic materials in both Spanish and English and collaborate with local agencies who work closely with under-served populations to get the word out about our programs and financial assistance. Explain how target youth populations will be recruited to participate. Our recruiting includes Spanish-English printed materials which will be shared throughout the community and school district, with a particular focus on getting information into the hands of low-income families. Through the financial assistance application process, low-income families will have priority in registering early for the program. Explain how these funds will create more access to underserved and/or economically disadvantaged youth. With grant funding, program fees will be set at a level that is financially affordable and variable, based on families' income level, and additional financial assistance will be available to low-income, under-served families as needed. List any barriers that prevent participants from outdoor programming? We have tried to mitigate and minimize barriers that prevent children from participating in our program and are able to serve children experiencing a mild to moderate level cognitive and/or physical challenges. Provide potential number of K-12 youth (ages 4 to 21) who would be served. We hope to serve at least 40 children during each of the 10-week sessions. _____

Main Contact Information Name: Janet Adams
Email: janet@wwcampfire.org Phone: 5095253180

Attachment B

Budget & Project Costs Worksheet

Budget (as presented in the SEEK application Project Costs Worksheet)

Project: City of College Place & Sonbridge Center for Better Living: Valley Adventure Camps & Hispanic Youth Leadership

Project Costs	Summer 2022
Staff	\$56000
Equipment & supplies (i.e. sports equipment, art supplies, or water and snacks) (<i>must be directly related to program being offered</i>)	\$20000
Scholarships or subsidies	\$41000
Transportation	\$12000
Facilities	\$5000
Professional Services (please be specific on type of service)	\$
Fees (such as entrance fees for field trips)	\$
**Meals	\$
Other (please specify)	\$
TOTAL	\$134000

Project: City of College Place & College Place Public Schools: Youth Intramural Recreation Programming

Project Costs	Summer 2022
Staff	\$ Staff Costs
Equipment & supplies (i.e. sports equipment, art supplies, or water and snacks) (<i>must be directly related to program being offered</i>)	\$ Equipment & Staff Costs
Scholarships or subsidies	\$ Scholarships or Subsidies Costs
Transportation	\$ Transportation Costs
Facilities	\$ Facility Costs
Professional Services (please be specific on type of service)	\$ Professional Services Costs
Fees (such as entrance fees for field trips)	\$ Fees
**Meals	\$ Meal Costs
Other (please specify)	\$ Other Costs
TOTAL	\$32375

Project: City of College Place, WA & Campfire Walla Walla Summer Camp Program

Project Costs	Summer 2022
Staff	\$
Equipment & supplies (i.e. sports equipment, art supplies, or water and snacks) <i>(must be directly related to program being offered)</i>	\$
Scholarships or subsidies	\$50000
Transportation	\$
Facilities	\$
Professional Services (please be specific on type of service)	\$
Fees (such as entrance fees for field trips)	\$
**Meals	\$
Other (please specify)	\$
TOTAL	\$50000

Attachment C

Subcontractor Reporting Requirements

Reports must contain the following information:

- Describe the K-12-aged (4 to 21) youth who participated through this program including disaggregated data about student age range, gender, race/ethnicity, FRPL status, and other student information.
- Describe the type of program funded and the geographic area served.
- Explain how the program targeted youth populations were recruited to participate.
- Explain how these funds were used to create more access to underserved and/or economically disadvantaged youth.
- What disproportionately impacted communities did the summer recreation program serve?
- Discuss program successes and challenges.

Attachment D**Subcontractor Agent(s)**

List any Subcontractor Agent(s) that will provide director supervision of youth in a program funded through SEEK.

Name of Agent	Address
Agent #1	Agent Address #1
Agent #2	Agent Address #2
Agent #3	Agent Address #3
Agent #4	Agent Address #4
Agent #5	Agent Address #5
Agent #6	Agent Address #6
Agent #7	Agent Address #7

Attachment E**Proclamation 21-14 COVID-19 Vaccination Certification**

To reduce the spread of COVID-19, Washington state Governor Jay Inslee, pursuant to emergency powers authorized in RCW 43.06.220, issued [Proclamation 21-14 – COVID-19 Vaccination Requirement \(dated August 9, 2021\)](#), as amended by [Proclamation 21-14.1 – COVID-19 Vaccination Requirement \(dated August 20, 2021\)](#) and as amended by [Proclamation 21-14.2 – COVID-19 Vaccination Requirement \(dated September 27, 2021\)](#), and as may be amended thereafter. The Proclamation requires contractors who have goods, services, or public works contracts with a Washington state agency to ensure that their personnel (including subcontractors and agents) who perform contract activities on-site comply with the COVID-19 vaccination requirements, unless exempted as prescribed by the Proclamation. AWC is under contract with OSPI and as such is required to meet these requirements and ensure that any subcontractors also comply.

By entering into this agreement, the Subcontractor agrees to comply as follows:

1. Has reviewed and understands Subcontractor's obligations as set forth in Proclamation 21-14 – COVID-19 Vaccination Requirement (dated August 9, 2021), as amended by Proclamation 21-14.1 – COVID-19 Vaccination Requirement (dated August 20, 2021), and as amended by Proclamation 21-14.2 – COVID-19 Vaccination Requirement (dated September 27, 2021);
2. Has developed a COVID-19 Vaccination Verification Plan for Subcontractor's personnel (including agents) that complies with the above-referenced Proclamation;
3. Has obtained a copy or visually observed proof of full vaccination against COVID-19 for Subcontractor personnel (including agents) who are subject to the vaccination requirement in the above-referenced Proclamation;
4. Complies with the requirements for granting disability and religious accommodations for Subcontractor personnel (including agents) who are subject to the vaccination requirement in the above-referenced Proclamation;
5. Has operational procedures in place to ensure that any contract activities that occur in person and on-site at OSPI premises (other than only for a short period of time during a given day and where any moments of close proximity to others on-site will be fleeting – e.g., a few minutes for deliveries) that are performed by Subcontractor personnel (including agents) will be performed by personnel who are fully vaccinated or properly exempted as required by the above-referenced Proclamation;
6. Has operational procedures in place to enable Subcontractor personnel (including agents) who perform contract activities on-site and at OSPI premises to provide compliance documentation that such personnel are in compliance with the above referenced Proclamation;
7. Will provide to OSPI or AWC, upon request, Subcontractor's COVID-19 Vaccination Verification Plan and related records, except as prohibited by law, and will cooperate with any investigation or inquiry pertaining to the same.



Project Costs Worksheet

Agency Name: College Place Public Schools

Program / Project Name: Active Kids, Healthy Kids 2022

Indicate below how funds will be used and at what level, being as specific as possible. Staff training and travel and capital infrastructure costs are ineligible for funding. Equipment and supplies that relate directly to the program being offered (such as renting a bus or van for trips) are eligible. Supplies must not exceed a \$5000/unit maximum cost.

Project Costs	Summer 2022
Staff	\$ 56000 4 staff x 40 hours x 14 weeks
Equipment & supplies (i.e. sports equipment, art supplies, or water and snacks) (<i>must be directly related to program being offered</i>)	\$ 20,000 Portable Full Size Soccer Goals--\$10,000 Portable Pickleball Nets--\$500 Pickleball Paddles--\$3,000 Portable VB Nets/Standards \$1,500 Basketball, VB, Pickleballs, Frisbee--\$1,500 Frisbee Golf Goals--\$1,500 Snacks--\$2,000
Scholarships or subsidies	\$ 41,000
Transportation	\$ 12,000
Facilities	\$ 5,000
Professional Services (please be specific on type of service)	\$ 0
Fees for activities or field trips (such as entrance fees for field trips)	\$ 0
**Meals	\$ 0
Other (please specify)	\$ 0
TOTAL	\$ 134,000

**Is your agency a current sponsor of the OSPI meal program or are you planning on being a site for the first time in the summer of 2022? (Only if the answer is "no" can meals be an allowable expense.)

College Place Public Schools SEEK Grant Application Narrative:

College Place Public Schools, at the direction of its Board of Directors is pursuing funding avenues to support our students in healthy activities. We have seen a significant decline in student health, level of physical activity, and ability to successfully interact with other same-age peers. Due to the isolation of the pandemic, finding an array of activities that can persist year-round to keep students engaged will be critical to our community students' growth moving forward. This request will support our current endeavors to provide after-school and weekend activities to keep our students active.

We are looking to target students exiting grades Kindergarten through four for summer 2022 from our Elementary School (Davis Elementary) and hoping to support the private elementary students in our community as well if possible. The goal will be to bridge the roughly ten weeks of summer with week long instruction and engagement in fun activities. Students of all income levels will be able to participate as we utilize a sliding scale to adjust costs based on their Federal Free/Reduced Meal status. We would expect that we could staff roughly 100 campers over the summer to provide for proper supervision. The District would offer its buses and facilities to be used without a rental fee; only gas, driver, and cleaning fees

The request is to fund four staff members full time for the duration of the summer to include four weeks included for recruitment, setup and logistics. Each employee will be full time at forty hours per week with hourly wages between \$18.00-\$28.00/hour depending on level (one supervisor and three employees). Each employee will be responsible for designing the lessons, games, and activities and for their instruction. Staff will be responsible for student supervision from arrival until departure.

Grant funds will be combined with District dollars to provide supplies that will allow for the use of shared spaces. Multiple portable soccer goals will allow for games on multiple fields simultaneously and support long-term development of larger programs. Portable pickleball nets and the equipment will allow for outdoor spaces of sidewalks and courts to become pickleball courts. Portable volleyball nets and standards too will allow for transforming any outdoor space into a useable volleyball court. Finally, Frisbee Golf goals will be purchased to create courses for students to use and enjoy.

The goal is to create a program that students can engage in numerous activities over a number of weeks that will promote them getting active, learning new skills, working as a part of team, gaining interpersonal and social skills, and return them for the 2022-2023 school year prepared and ready for success.

City of College Place, Washington
RESOLUTION NO. 22-023

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE, WASHINGTON REGARDING ACCEPTANCE OF STATE DEPARTMENT OF COMMERCE SOLAR GRANT FOR \$175,000 TO CONSTRUCT EAST SIDE WATER BOOSTER TANK SOLAR ARRAY.

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

Whereas, the City has pursued a multitude of grants to finance the construction of a solar array adjacent to the East Side Water Booster Tanks; and

Whereas, the City has received communications that the State of Washington Department of Commerce has awarded the City \$175,000 toward construction of the solar array; and

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

- 1.** Acceptance of State of Washington Department of Commerce Solar Grant for \$175,000 and allowing City Administrator or designee to sign grant acceptance documents.

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 8th day of March 2022.

Attest:

Norma L. Hernández, Mayor

Lisa R. Neissl, CMC
City Clerk



March 4, 2022

City of College Place
Attn: Michael Rizzitiello
55 SE Maple Ave
College Place, WA 99324

RE: Solar 2021 Grant #22-92501-104

Dear Michael Rizzitiello,

Attached is the contract for the Energy Retrofits for Public Buildings - Solar grant program. This contract details the terms and conditions that will govern the agreement between us. Please review the Terms and Conditions of the contract carefully. We recommend consulting with your legal advisor before accepting this offer.

Please review and confirm this draft by replying to energyretrofits@commerce.wa.gov. Final documents for signing will then be issued via DocuSign. If, in addition to the contacts listed on the Face Sheet, others need to review the DocuSign envelope, please send a list in order of each name and email and indicate the signatory.

Commerce must receive the signed contract within 60 calendar days of the date of this letter. Failure to return the contract within this timeline may result in your project being delayed.

After the contracts have been fully executed by Commerce, the final will be forwarded to you, along with instructions for invoicing and reporting.

We encourage you to store all pertinent documents associated with this project and grant award in a file that is readily accessible to auditors for their periodic review. A requirement of this program is that you must maintain updated project records.

We look forward to working with you over the course of your successful project. If you have any questions about this contract, please contact me.

Sincerely,
Jill Eikenhorst
Program Manager, Energy Retrofits for Public Buildings
Energy Division
(360) 522-0000
energyretrofits@commerce.wa.gov



Capital Agreement with

City of College Place

through

Energy Retrofits for Public Buildings
2021 Solar Grants

For

Solar for the City of College Place

Start date:

Date

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FACE SHEET

Grant Number: 22-92501-104

**Washington State Department of Commerce
Energy Division
Energy Program in Communities Unit
Energy Retrofits for Public Buildings - Solar**

1. Grantee City of College Place 55 SE Maple Ave College Place, WA 99324		2. Grantee Doing Business As (optional)	
3. Grantee Representative Michael Rizzitiello City Administrator 509-394-8506 mrizzitiello@cpwa.us		4. COMMERCE Representative Jill Eikenhorst Program Manager 360-522-0000 energyretrofits@commerce.wa.gov 1011 Plum Street SE P.O. Box 42525 Olympia, WA 98504-2525	
5. Contract Amount \$175,000.00	6. Funding Source Federal: ☐ State: ☒ Other: ☐ N/A: ☐	7. Start Date TBD	8. End Date 7/1/2023
9. Federal Funds (as applicable) N/A	10. Federal Agency N/A	CFDA Number: N/A	
10. Tax ID #	11. SWV # 0028965-00	12. UBI # 369-000-564	13. DUNS #
14. Contract Purpose To install a 100 kW AC ground-mount fixed-tilt PV solar array on City owned property serving the East Side Booster Station. The PV solar array will tie into the main booster pump Automatic Transfer Switch (ATS) on the utility side.			
COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents incorporated by reference: Contract Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget, Attachment "C" – Proviso.			
FOR GRANTEE _____ Michael Rizzitiello, City Administrator _____ Date		FOR COMMERCE _____ Michael Furze, Assistant Director, Energy Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

Last revision 10/13/2020

**PROGRAM SPECIFIC TERMS AND CONDITIONS
CAPITAL
STATE FUNDS**

PROGRAM SPECIFIC TERMS AND CONDITIONS GOVERNING THIS GRANT

As identified herein, notwithstanding General Terms and Conditions Sections, the following Program Specific Terms and Conditions take precedence over any similarly referenced Special or General Terms and Conditions:

1. COPYRIGHT (REPLACES GENERAL TERMS AND CONDITIONS #13)

For Materials (including Reports and Documents) that are delivered under the Contract, but that incorporate pre-existing materials or are required for the completion of the Scope of Work or are produced for reporting and compliance purposes, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

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

2. SUBCONTRACTING (REPLACES GENERAL TERMS AND CONDITIONS #37)

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

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

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

3. TREATMENT OF ASSETS (REPLACES GENERAL TERMS SECTION #43)

The parties do not anticipate that Commerce will furnish property (other than the state funds granted herein) to Grantee for use in Grantee's performance under this Contract; provided, however, that title to any other property that may be so furnished by Commerce shall remain in Commerce. Commerce claims no ownership for the materials, goods, or services purchased by the Grantee for the completion of this Contract, regardless of reimbursement status under this contract.

- A. Any property of Commerce furnished to the Grantee shall, unless otherwise provided herein or approved by Commerce, be used only for the performance of this contract.
- B. The Grantee shall be responsible for any loss or damage to property of Commerce that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- C. If any Commerce property is lost, destroyed or damaged, the Grantee shall immediately notify Commerce and shall take all reasonable steps to protect the property from further damage.
- D. The Grantee shall surrender to Commerce all property of Commerce prior to settlement upon completion, termination or cancellation of this contract
All reference to the Grantee under this clause shall also include Grantee's employees, agents or subcontractors.

PROGRAM SPECIFIC TERMS AND CONDITIONS
CAPITAL
STATE FUNDS

4. USE OF STATE CAPITAL FUNDS

This grant is made with State Capital Funds. As such, the Grantee agrees to follow and to ensure that all subcontractors follow the requirements associated with state capital dollars, including but not limited to:

- A. Washington State Prevailing Wage
- B. Washington State Public Works requirements
- C. State Cultural and Historic Resource requirements and Tribal consultation as required by Governor's Executive Order 21-02
- D. Comply with Washington State Environmental Policy Act (SEPA)
- E. Report on funds expended for work under this grant completed by subcontractors

5. 2021 SOLAR GRANT REQUIREMENTS

Grantee agrees to comply with the requirements and follow the guidelines as outlined in the Request for Applications dated June 2021 (the "RFA"), incorporated by this reference as if fully set forth herein. In the event of conflict between the RFA and the contract, the Contract prevails.

6. REPORTING REQUIREMENTS

During the construction phase of the Scope of Work, the Grantee must provide quarterly written reports to Commerce for project update purposes. Quarterly reports are due no later than 15 days after the end of each quarter or at the time of invoice for the quarter to be reported. The report form will be provided by Commerce. The intent is to collect a description of the project activity that occurred during the period, including but not limited to:

- 1. A narrative summarizing project activities, risks and issues mitigated, and lessons learned;
- 2. The project milestones met to date and anticipated in the subsequent quarter;
- 3. Any additional metrics required from the capital budget proviso, legislature, governor's office, or Commerce;
- 4. Quarterly updated budget projections for project expenditures;
- 5. The grant expenditures to date and anticipated in the next quarter.

**SPECIAL TERMS AND CONDITIONS
CAPITAL
STATE FUNDS**

SPECIAL TERMS AND CONDITIONS

1. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

2. COMPENSATION

COMMERCE shall pay an amount not to exceed Award Amount, for up to thirty five and fifteen one hundredths (35.15) percent of the total cost incurred by the Grantee for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Grantee's compensation for services rendered shall be based on the schedule set forth in attached Budget.

3. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Grantee satisfactory acceptance of each deliverable and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE no more than monthly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number.

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

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

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The grantee must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Grantee shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

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

4. SUBCONTRACTOR DATA COLLECTION

Grantee will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Grant performed by subcontractors and the portion of Grant funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

5. HISTORICAL OR CULTURAL ARTIFACTS

Prior to approval and disbursement of any funds awarded under this Contract, Grantee shall complete the requirements of Governor's Executive Order 21-02, where applicable, or Grantee shall complete a

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review under Section 106 of the National Historic Preservation Act, if applicable. Grantee agrees that the Grantee is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the state of Washington in relation to any claim related to such historical or cultural resources s discovered, disturbed, or damaged as a result of the project funded by this Contract.

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

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

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

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

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

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

6. INSURANCE

The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee or Subcontractor, or agents of either, while performing under the terms of this contract. Failure to maintain the required insurance coverage may result in termination of this Contract.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Grantee shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation, non-renewal or modification.

The Grantee shall submit to COMMERCE within fifteen (15) calendar days of a written request by COMMERCE, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Contract, if required or requested, the Grantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Contract, as follows:

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Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

7. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Attachment C – Proviso
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Request for Applications

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1. DEFINITIONS

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

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Grantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Grantee.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Contract under a separate contract with the Grantee. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALLOWABLE COSTS

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

3. ALL WRITINGS CONTAINED HEREIN

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

4. AMENDMENTS

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

5. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE "ADA" 28 CFR PART 35

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

6. APPROVAL

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

7. ASSIGNMENT

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

8. ATTORNEYS' FEES

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

9. CODE REQUIREMENTS

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

10. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

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

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

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

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

11. CONFORMANCE

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

12. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the COMMERCE may, in its sole discretion, by written notice to the GRANTEE terminate this contract if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the GRANTEE in the procurement of, or performance under this contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The GRANTEE and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on the Energy Retrofits for Public Buildings program including but not limited to formulating or drafting the legislation, participating in grant procurement planning and execution, awarding grants, and monitoring grants, during the 24

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month period preceding the start date of this Grant. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the GRANTEE may be disqualified from further consideration for the award of a Grant.

In the event this contract is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the GRANTEE as it could pursue in the event of a breach of the contract by the GRANTEE. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

13. COPYRIGHT (REPLACED BY PROGRAM-SPECIFIC TERMS AND CONDITIONS #1)

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

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

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

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

14. DISALLOWED COSTS

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

15. DISPUTES

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

The request for a dispute hearing must:

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

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

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

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

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

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

16. DUPLICATE PAYMENT

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

17. GOVERNING LAW AND VENUE

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

18. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

19. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent contractor relationship will be created by this Contract. The Grantee and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The Grantee will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.

20. INDUSTRIAL INSURANCE COVERAGE

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

21. LAWS

The Grantee shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and federal governments, as now or hereafter amended.

22. LICENSING, ACCREDITATION AND REGISTRATION

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

23. LIMITATION OF AUTHORITY

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

24. LOCAL PUBLIC TRANSPORTATION COORDINATION

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

25. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

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

The funds provided under this contract may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this grant.

26. PAY EQUITY

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

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

This Contract may be terminated by the Department, if the Department or the Department of Enterprise services determines that the Grantee is not in compliance with this provision.

27. POLITICAL ACTIVITIES

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

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

28. PREVAILING WAGE LAW

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

29. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

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

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30. PUBLICITY

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

31. RECAPTURE

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

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

32. RECORDS MAINTENANCE

The Grantee shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

Grantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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

33. REGISTRATION WITH DEPARTMENT OF REVENUE

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

34. RIGHT OF INSPECTION

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

35. SAVINGS

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

36. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

37. SUBCONTRACTING (REPLACED BY PROGRAM-SPECIFIC TERMS AND CONDITIONS #2)

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

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

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

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

38. SURVIVAL

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

39. TAXES

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

40. TERMINATION FOR CAUSE

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

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

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

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

41. TERMINATION FOR CONVENIENCE

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

42. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Grantee to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

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COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

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

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

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

43. TREATMENT OF ASSETS (REPLACED BY PROGRAM-SPECIFIC TERMS AND CONDITIONS #3)

~~Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.~~

- ~~A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.~~
- ~~B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.~~
- ~~C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.~~

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~~D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract~~

~~All reference to the Grantee under this clause shall also include Grantee's employees, agents or Subcontractors.~~

44. WAIVER

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

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Attachment A

Scope of Work

This project will install a 100 kW AC ground-mount fixed-tilt PV solar array on City-owned property serving the East Side Booster Station. The PV solar array will tie into the main booster pump Automatic Transfer Switch (ATS) on the utility side.

The project will supply and install a 100 kW AC rated PV solar array consisting of:

- (272) 410W JA Solar Modules o Ground Mount APA Ballasted Racking System.
- (1) 3-Phase Ground Mounted Delta Electronics 100kW Inverter.
- (1) AC Disconnect.
- (1) Energy Data Acquisition System (DAS) for array production.
- Free Air to Direct Bury wiring between panels and ground mounted inverter.
- Wiring and conduit buried from inverter automatic transfer switch exterior of the building.
- Revenue grade solar production meter to be installed by Pacific Power.

Attachment B

Budget

Grant funds will be issued upon receipt of deliverables and described in the budget table below. To draw grant funds:

- Project must be in compliance with all aspects of this contract
- Grantee must submit an invoice to Commerce in compliance with Special Terms and Conditions Section 3

Milestone	Project Activity and Task	Key Deliverables	Deliverable Description	Expected Completion Date	Amount
A	Project Design	Copy of requested permits	A copy of the electrical and building permit applications submitted to the Jurisdiction(s) Having Authority (JHA)	5/1/2022	\$35,211.26
B	Installation	Evidence that inspections have been requested	Documentation that the inspection has been requested with the JHA	1/1/2023	\$135,772.30
C	Construction Close Out	Interconnection Approval	Documentation that interconnection has been approved by the serving electrical authority	2/1/2023	\$3,141.54
		Certification of Match	Letter signed by grantee official stating final project costs and amount of match provided.		
		Close out Report	Close out report using template provided by Commerce		
D	Measurement and Verification (M&V)	M&V Report	M&V report provided by Energy Services Company	3/31/2023	\$874.90
Grant Total					\$175,000.00
Maximum % from Commerce					35.15

Commented [EJ(1)]: When reviewing the match it looks like the max percent is actually 35.15 in the application, we should use that. I think this was based on including the contingency, which is not necessary.

Commented [WC2R1]: Adjusted the match % here and on page 4

Attachment C

Proviso

Enacted 2019-2021 Supplemental Capital Budget – Engrossed Substitute Senate Bull 6248 Chapter 356, Laws of 2020.

Section 1023, Subsection 2.

\$3,573,000 is provided solely for grants to be awarded in competitive rounds to local agencies, public higher education institutions, school districts, federally recognized tribal governments, and state agencies for projects that involve the purchase and installation of solar energy systems, including solar modules and inverters, with a preference for products manufactured in Washington.

Enacted 2019-2021 Capital Budget – HB 1102, Chapter 413, Laws of 2019

Section 6007, Subsection 2.

\$1,750,000 is provided solely for grants to be awarded in competitive rounds to local agencies, public higher education institutions, school districts, and state agencies for projects that involve the purchase and installation of solar energy systems, including solar modules and inverters, with a preference for products manufactured in Washington.



March 4, 2022

City of College Place
Attn: Michael Rizzitiello
55 SE Maple Ave
College Place, WA 99324

RE: Solar 2021 Grant #22-92501-104

Dear Michael Rizzitiello,

Attached is the contract for the Energy Retrofits for Public Buildings - Solar grant program. This contract details the terms and conditions that will govern the agreement between us. Please review the Terms and Conditions of the contract carefully. We recommend consulting with your legal advisor before accepting this offer.

Please review and confirm this draft by replying to energyretrofits@commerce.wa.gov. Final documents for signing will then be issued via DocuSign. If, in addition to the contacts listed on the Face Sheet, others need to review the DocuSign envelope, please send a list in order of each name and email and indicate the signatory.

Commerce must receive the signed contract within 60 calendar days of the date of this letter. Failure to return the contract within this timeline may result in your project being delayed.

After the contracts have been fully executed by Commerce, the final will be forwarded to you, along with instructions for invoicing and reporting.

We encourage you to store all pertinent documents associated with this project and grant award in a file that is readily accessible to auditors for their periodic review. A requirement of this program is that you must maintain updated project records.

We look forward to working with you over the course of your successful project. If you have any questions about this contract, please contact me.

Sincerely,
Jill Eikenhorst
Program Manager, Energy Retrofits for Public Buildings
Energy Division
(360) 522-0000
energyretrofits@commerce.wa.gov



Capital Agreement with

City of College Place

through

Energy Retrofits for Public Buildings
2021 Solar Grants

For

Solar for the City of College Place

Start date:

Date

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FACE SHEET

Grant Number: 22-92501-104

Washington State Department of Commerce Energy Division Energy Program in Communities Unit Energy Retrofits for Public Buildings - Solar

1. Grantee City of College Place 55 SE Maple Ave College Place, WA 99324		2. Grantee Doing Business As (optional)	
3. Grantee Representative Michael Rizzitiello City Administrator 509-394-8506 mrizzitiello@cpwa.us		4. COMMERCE Representative Jill Eikenhorst Program Manager 360-522-0000 energyretrofits@commerce.wa.gov 1011 Plum Street SE P.O. Box 42525 Olympia, WA 98504-2525	
5. Contract Amount \$175,000.00	6. Funding Source Federal: ☐ State: ☒ Other: ☐ N/A: ☐	7. Start Date TBD	8. End Date 7/1/2023
9. Federal Funds (as applicable) N/A		10. Federal Agency N/A	
		CFDA Number: N/A	
10. Tax ID #	11. SWV # 0028965-00	12. UBI # 369-000-564	13. DUNS #
14. Contract Purpose To install a 100 kW AC ground-mount fixed-tilt PV solar array on City owned property serving the East Side Booster Station. The PV solar array will tie into the main booster pump Automatic Transfer Switch (ATS) on the utility side.			
COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Contract and attachments and have executed this Contract on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Agreement are governed by this Agreement and the following other documents incorporated by reference: Contract Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget, Attachment "C" – Proviso.			
FOR GRANTEE _____ Michael Rizzitiello, City Administrator _____ Date		FOR COMMERCE _____ Michael Furze, Assistant Director, Energy Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

Last revision 10/13/2020

**PROGRAM SPECIFIC TERMS AND CONDITIONS
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PROGRAM SPECIFIC TERMS AND CONDITIONS GOVERNING THIS GRANT

As identified herein, notwithstanding General Terms and Conditions Sections, the following Program Specific Terms and Conditions take precedence over any similarly referenced Special or General Terms and Conditions:

1. COPYRIGHT (REPLACES GENERAL TERMS AND CONDITIONS #13)

For Materials (including Reports and Documents) that are delivered under the Contract, but that incorporate pre-existing materials or are required for the completion of the Scope of Work or are produced for reporting and compliance purposes, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

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

2. SUBCONTRACTING (REPLACES GENERAL TERMS AND CONDITIONS #37)

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

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

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

3. TREATMENT OF ASSETS (REPLACES GENERAL TERMS SECTION #43)

The parties do not anticipate that Commerce will furnish property (other than the state funds granted herein) to Grantee for use in Grantee's performance under this Contract; provided, however, that title to any other property that may be so furnished by Commerce shall remain in Commerce. Commerce claims no ownership for the materials, goods, or services purchased by the Grantee for the completion of this Contract, regardless of reimbursement status under this contract.

- A. Any property of Commerce furnished to the Grantee shall, unless otherwise provided herein or approved by Commerce, be used only for the performance of this contract.
- B. The Grantee shall be responsible for any loss or damage to property of Commerce that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- C. If any Commerce property is lost, destroyed or damaged, the Grantee shall immediately notify Commerce and shall take all reasonable steps to protect the property from further damage.
- D. The Grantee shall surrender to Commerce all property of Commerce prior to settlement upon completion, termination or cancellation of this contract
All reference to the Grantee under this clause shall also include Grantee's employees, agents or subcontractors.

PROGRAM SPECIFIC TERMS AND CONDITIONS
CAPITAL
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4. USE OF STATE CAPITAL FUNDS

This grant is made with State Capital Funds. As such, the Grantee agrees to follow and to ensure that all subcontractors follow the requirements associated with state capital dollars, including but not limited to:

- A. Washington State Prevailing Wage
- B. Washington State Public Works requirements
- C. State Cultural and Historic Resource requirements and Tribal consultation as required by Governor's Executive Order 21-02
- D. Comply with Washington State Environmental Policy Act (SEPA)
- E. Report on funds expended for work under this grant completed by subcontractors

5. 2021 SOLAR GRANT REQUIREMENTS

Grantee agrees to comply with the requirements and follow the guidelines as outlined in the Request for Applications dated June 2021 (the "RFA"), incorporated by this reference as if fully set forth herein. In the event of conflict between the RFA and the contract, the Contract prevails.

6. REPORTING REQUIREMENTS

During the construction phase of the Scope of Work, the Grantee must provide quarterly written reports to Commerce for project update purposes. Quarterly reports are due no later than 15 days after the end of each quarter or at the time of invoice for the quarter to be reported. The report form will be provided by Commerce. The intent is to collect a description of the project activity that occurred during the period, including but not limited to:

- 1. A narrative summarizing project activities, risks and issues mitigated, and lessons learned;
- 2. The project milestones met to date and anticipated in the subsequent quarter;
- 3. Any additional metrics required from the capital budget proviso, legislature, governor's office, or Commerce;
- 4. Quarterly updated budget projections for project expenditures;
- 5. The grant expenditures to date and anticipated in the next quarter.

**SPECIAL TERMS AND CONDITIONS
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SPECIAL TERMS AND CONDITIONS

1. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

2. COMPENSATION

COMMERCE shall pay an amount not to exceed Award Amount, for up to thirty five and fifteen one hundredths (35.15) percent of the total cost incurred by the Grantee for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Grantee's compensation for services rendered shall be based on the schedule set forth in attached Budget.

3. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Grantee satisfactory acceptance of each deliverable and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE no more than monthly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number.

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

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

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The grantee must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Grantee shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

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

4. SUBCONTRACTOR DATA COLLECTION

Grantee will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Grant performed by subcontractors and the portion of Grant funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

5. HISTORICAL OR CULTURAL ARTIFACTS

Prior to approval and disbursement of any funds awarded under this Contract, Grantee shall complete the requirements of Governor's Executive Order 21-02, where applicable, or Grantee shall complete a

**SPECIAL TERMS AND CONDITIONS
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review under Section 106 of the National Historic Preservation Act, if applicable. Grantee agrees that the Grantee is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the state of Washington in relation to any claim related to such historical or cultural resources s discovered, disturbed, or damaged as a result of the project funded by this Contract.

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

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

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

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

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

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

6. INSURANCE

The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee or Subcontractor, or agents of either, while performing under the terms of this contract. Failure to maintain the required insurance coverage may result in termination of this Contract.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Grantee shall instruct the insurers to give COMMERCE thirty (30) calendar days advance notice of any insurance cancellation, non-renewal or modification.

The Grantee shall submit to COMMERCE within fifteen (15) calendar days of a written request by COMMERCE, a certificate of insurance which outlines the coverage and limits defined in this insurance section. During the term of the Contract, if required or requested, the Grantee shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Contract, as follows:

**SPECIAL TERMS AND CONDITIONS
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Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.

7. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Attachment C – Proviso
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Request for Applications

**GENERAL TERMS AND CONDITIONS
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GENERAL TERMS AND CONDITIONS, STATE FUNDS

1. DEFINITIONS

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

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Grantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Grantee.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Contract under a separate contract with the Grantee. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALLOWABLE COSTS

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

3. ALL WRITINGS CONTAINED HEREIN

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

4. AMENDMENTS

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

5. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, ALSO REFERRED TO AS THE "ADA" 28 CFR PART 35

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

6. APPROVAL

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

7. ASSIGNMENT

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

8. ATTORNEYS' FEES

**GENERAL TERMS AND CONDITIONS
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Unless expressly permitted under another provision of the Contract, in the event of litigation or other action brought to enforce Contract terms, each party agrees to bear its own attorneys' fees and costs.

9. CODE REQUIREMENTS

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

10. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

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

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

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

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

11. CONFORMANCE

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

12. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the COMMERCE may, in its sole discretion, by written notice to the GRANTEE terminate this contract if it is found after due notice and examination by COMMERCE that there is a violation of the Ethics in Public Service Act, Chapters 42.52 RCW and 42.23 RCW; or any similar statute involving the GRANTEE in the procurement of, or performance under this contract.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. The GRANTEE and their subcontractor(s) must identify any person employed in any capacity by the state of Washington that worked on the Energy Retrofits for Public Buildings program including but not limited to formulating or drafting the legislation, participating in grant procurement planning and execution, awarding grants, and monitoring grants, during the 24

**GENERAL TERMS AND CONDITIONS
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month period preceding the start date of this Grant. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the GRANTEE may be disqualified from further consideration for the award of a Grant.

In the event this contract is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the GRANTEE as it could pursue in the event of a breach of the contract by the GRANTEE. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

13. COPYRIGHT (REPLACED BY PROGRAM-SPECIFIC TERMS AND CONDITIONS #1)

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

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

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

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

14. DISALLOWED COSTS

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

15. DISPUTES

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

The request for a dispute hearing must:

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

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

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

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

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

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

16. DUPLICATE PAYMENT

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

17. GOVERNING LAW AND VENUE

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

18. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

19. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent contractor relationship will be created by this Contract. The Grantee and its employees or agents performing under this Contract are not employees or agents of the state of Washington or COMMERCE. The Grantee will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.

20. INDUSTRIAL INSURANCE COVERAGE

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

21. LAWS

The Grantee shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and federal governments, as now or hereafter amended.

22. LICENSING, ACCREDITATION AND REGISTRATION

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

23. LIMITATION OF AUTHORITY

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

24. LOCAL PUBLIC TRANSPORTATION COORDINATION

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

25. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS

**GENERAL TERMS AND CONDITIONS
CAPITAL
STATE FUNDS**

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

The funds provided under this contract may not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this grant.

26. PAY EQUITY

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

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

This Contract may be terminated by the Department, if the Department or the Department of Enterprise services determines that the Grantee is not in compliance with this provision.

27. POLITICAL ACTIVITIES

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

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

28. PREVAILING WAGE LAW

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

29. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION

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

**GENERAL TERMS AND CONDITIONS
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30. PUBLICITY

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

31. RECAPTURE

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

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

32. RECORDS MAINTENANCE

The Grantee shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

Grantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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

33. REGISTRATION WITH DEPARTMENT OF REVENUE

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

34. RIGHT OF INSPECTION

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

35. SAVINGS

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

36. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

37. SUBCONTRACTING (REPLACED BY PROGRAM-SPECIFIC TERMS AND CONDITIONS #2)

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

**GENERAL TERMS AND CONDITIONS
CAPITAL
STATE FUNDS**

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

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

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

38. SURVIVAL

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

39. TAXES

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

40. TERMINATION FOR CAUSE

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

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

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

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

41. TERMINATION FOR CONVENIENCE

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

42. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Grantee to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

**GENERAL TERMS AND CONDITIONS
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COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

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

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

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

43. TREATMENT OF ASSETS (REPLACED BY PROGRAM-SPECIFIC TERMS AND CONDITIONS #3)

~~Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.~~

- ~~A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.~~
- ~~B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.~~
- ~~C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.~~

**GENERAL TERMS AND CONDITIONS
CAPITAL
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~~D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract~~

~~All reference to the Grantee under this clause shall also include Grantee's employees, agents or Subcontractors.~~

44. WAIVER

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

DRAFT

Attachment A

Scope of Work

This project will install a 100 kW AC ground-mount fixed-tilt PV solar array on City-owned property serving the East Side Booster Station. The PV solar array will tie into the main booster pump Automatic Transfer Switch (ATS) on the utility side.

The project will supply and install a 100 kW AC rated PV solar array consisting of:

- (272) 410W JA Solar Modules o Ground Mount APA Ballasted Racking System.
- (1) 3-Phase Ground Mounted Delta Electronics 100kW Inverter.
- (1) AC Disconnect.
- (1) Energy Data Acquisition System (DAS) for array production.
- Free Air to Direct Bury wiring between panels and ground mounted inverter.
- Wiring and conduit buried from inverter automatic transfer switch exterior of the building.
- Revenue grade solar production meter to be installed by Pacific Power.

Attachment B

Budget

Grant funds will be issued upon receipt of deliverables and described in the budget table below. To draw grant funds:

- Project must be in compliance with all aspects of this contract
- Grantee must submit an invoice to Commerce in compliance with Special Terms and Conditions Section 3

Milestone	Project Activity and Task	Key Deliverables	Deliverable Description	Expected Completion Date	Amount
A	Project Design	Copy of requested permits	A copy of the electrical and building permit applications submitted to the Jurisdiction(s) Having Authority (JHA)	5/1/2022	\$35,211.26
B	Installation	Evidence that inspections have been requested	Documentation that the inspection has been requested with the JHA	1/1/2023	\$135,772.30
C	Construction Close Out	Interconnection Approval	Documentation that interconnection has been approved by the serving electrical authority	2/1/2023	\$3,141.54
		Certification of Match	Letter signed by grantee official stating final project costs and amount of match provided.		
		Close out Report	Close out report using template provided by Commerce		
D	Measurement and Verification (M&V)	M&V Report	M&V report provided by Energy Services Company	3/31/2023	\$874.90
Grant Total					\$175,000.00
Maximum % from Commerce					35.15

Commented [EJ(1)]: When reviewing the match it looks like the max percent is actually 35.15 in the application, we should use that. I think this was based on including the contingency, which is not necessary.

Commented [WC2R1]: Adjusted the match % here and on page 4

Attachment C

Proviso

Enacted 2019-2021 Supplemental Capital Budget – Engrossed Substitute Senate Bull 6248 Chapter 356, Laws of 2020.

Section 1023, Subsection 2.

\$3,573,000 is provided solely for grants to be awarded in competitive rounds to local agencies, public higher education institutions, school districts, federally recognized tribal governments, and state agencies for projects that involve the purchase and installation of solar energy systems, including solar modules and inverters, with a preference for products manufactured in Washington.

Enacted 2019-2021 Capital Budget – HB 1102, Chapter 413, Laws of 2019

Section 6007, Subsection 2.

\$1,750,000 is provided solely for grants to be awarded in competitive rounds to local agencies, public higher education institutions, school districts, and state agencies for projects that involve the purchase and installation of solar energy systems, including solar modules and inverters, with a preference for products manufactured in Washington.

City of College Place, Washington

RESOLUTION NO. 22-024

**A RESOLUTION OF THE COUNCIL OF THE CITY OF COLLEGE PLACE ENTERING INTO AN
INTERLOCAL AGREEMENT WITH WALLA WALLA COUNTY RELATED TO SW MOJONNIER RD
(COLLEGE AVENUE TO BLUVUE LANE) RECONSTRUCTION PROJECT ENGINEERING AND
AUTHORIZING THE CITY ADMINISTRATOR TO SIGN SAID AGREEMENT**

WHEREAS, the City has received a federal aid project grant through the Washington State Department of Transportation (WSDOT) for the SW Mojonnier Rd reconstruction project; and
WHEREAS, the City is not a “certified agency” (CA) to perform federal aid project administration; and

WHEREAS, the WSDOT Local Agency Guidelines requires that a non-CA agency enter into an agreement with a CA Agency to administer all aspects of the project; and

WHEREAS, the County is a CA agency; and

WHEREAS, it would be in the public interest of the City and the County to engineer the SW Mojonnier Rd (College Avenue to Bluvue Lane) reconstruction project; and

WHEREAS, this agreement is authorized by RCW 39.34.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE, WASHINGTON,
RESOLVES AS FOLLOWS:**

1. City of College Place approves the Interlocal Agreement and authorizes the Mayor to sign on behalf of the City of College Place.

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 8th day of March 2021.

Norma L. Hernández, Mayor

Attest:

Approved as to form:

Lisa R. Neissl, City Clerk

Rea Culwell, City Attorney

INTERLOCAL AGREEMENT FOR CERTIFIED ACCEPTANCE SERVICES BETWEEN THE CITY OF COLLEGE PLACE AND WALLA WALLA COUNTY

This agreement made and entered into, by and between the CITY OF COLLEGE PLACE, Washington, a Municipal Corporation of the State of Washington, hereinafter referred to as "City", and the County of Walla Walla, a Political Subdivision of the State of Washington, hereinafter referred to as "County".

WHEREAS, the County and the City are municipal entities operating respectively, under Title 36 Revised Code of Washington (RCW) and Title 35A RCW and as such are authorized to enter into interlocal agreements as set forth in Chapter 39.34 RCW; and,

WHEREAS, the Walla Walla Valley Metropolitan Organization has allocated \$711,000 in Surface Transportation Block Grant Program (hereinafter "STBG") to the City for engineering of the SW Mojonner Road (College Avenue to Bluvue Lane) Reconstruction Project (hereinafter "project"); and,

WHEREAS, the City desires to utilize the STBG funds in addition to City funds to undertake the project; and

WHEREAS, the expenditure of the STBG funds requires that the project be designed and administered in accordance with the Washington State Department of Transportation (WSDOT) Local Agency Guidelines, including certification by a certified acceptance agency; and,

WHEREAS, the City is not presently certified to administer Federal aid projects; and,

WHEREAS, the County is presently certified to administer Federal aid projects; and,

WHEREAS, the Local Agency Guidelines provide that a non-certified local agency may enter into an agreement with a certified agency to have the certified agency perform project development and/or contract administration; and,

WHEREAS, the accomplishment of the project will benefit the regional transportation system.

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

1. The County shall have authority for the following items:
 - a. Approving project design in accordance with WSDOT Local Agency Guidelines. Project design shall be completed by the City's consultant. The consultant shall be responsible for all preliminary engineering, right-of-way acquisition, plans preparation, and construction engineering. The

City or its consultant shall be responsible for advertising and award.
County shall not duplicate such services.

- b. Approving consultant agreements for construction support.
 - c. Approving plans, specifications, and estimates prepared by City's consultant. The City, through its consultant, shall submit to the County for approval all contracts, schedules, designs, and engineering prior to commencement of work.
 - d. Approval of advertisement, award, and engineering contract prior to execution by the City.
 - e. Administering this agreement and coordinate activities between the County, City, and consultant. The City shall seek concurrence of the County on any change order in excess of \$2,000. The County shall furnish to the City copies of all documents and letters related to this project. The County shall have approval authority for construction administration in accordance with WSDOT Local Agency Guidelines.
 - f. Approving construction material testing and geotechnical analysis and associated personnel.
 - g. Approving Award of delegated projects.
2. The City shall:
- a. Prepare, through its consultant, all project plans, specifications, and estimates in accordance with the Local Agency Guidelines.
 - b. Provide construction administration and inspection services through the City's consultant in accordance with the Local Agency Guidelines.
 - c. Reimburse the County for services provided by the County on a time and materials basis within thirty (30) days of being billed by the County. Costs shall include labor, materials, transportation expenses, and other necessary costs arising directly from the performance of this agreement.
 - d. Ensure that Walla Walla County and its employees and elected officials are named as a party to be indemnified on any resulting Contracts, is named "Additional insured" under the Standard Specifications, and that the City will require mutually negotiated waiver of any immunity that may be granted under the Washington State Industrial Insurance Act, RCW Title 51, solely for the purposes of indemnification
3. This Agreement will be posted on the websites of the County and the City.
4. It is understood and agreed that each Party will be solely responsible for 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, resulting from its own acts and/or omissions arising from, resulting from, or in connection with this Agreement, except those that arise from the sole negligence of one Party, said Party shall release, defend, indemnify, and hold harmless the non-negligent Party. Should a court of competent jurisdiction find, or the Parties agree, that

both Parties are responsible for any damages, each Party shall be responsible on a pro-rata basis. The term "Party" includes elected officials, employees, agents, licensees, consultants, and representatives. Should a court of competent jurisdiction determine that this Agreement or any other agreement or contract entered into as a result of this Agreement is subject to RCW 4.24.115 (Validity of agreement to indemnify against liability for negligence relative to construction, alteration, improvement, etc., of structure or improvement attached to real estate or relative to a motor carrier transportation contract), then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the County and College Place, the County's liability shall be only to the extent of the County's negligence. County shall ensure that each contractor shall agree to defend and indemnify College Place, its agents, attorneys, elected officials, employees, insurers, officers, representatives, and volunteers to the extent and on the same terms and conditions as the County pursuant to this paragraph. And, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the City and the County, the City's liability shall be only to the extent of the City's negligence. City shall ensure that each contractor shall agree to defend and indemnify the County, its agents, attorneys, elected officials, employees, insurers, officers, representatives, and volunteers to the extent and on the same terms and conditions as the City pursuant to this paragraph. Either Party's inspection or acceptance of any of the other Party's work when completed shall not be grounds to avoid any of these covenants or indemnification.

5. The Parties shall comply with all federal, state, and local laws.
6. The Parties are independent and not employees or employers of one another. Each Party has the ability to control and direct their own performance and details of its work. Neither Party is liable for the other Party's employer benefits or any other liability incidental to employment. Both Parties waive any immunity that may be granted to it under the Washington State industrial insurance act, Title 51 RCW, solely for the purpose of the indemnification herein. Parties' respective 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 that they have mutually negotiated this waiver.
7. Neither Party is obligated to appropriate funds to fulfill this Agreement.
8. Either Party may terminate this Agreement upon sixty (60) days written notice to the other Party. Either Party may terminate this Agreement should the other Party breach any term or condition herein if, upon notice by the non-breaching Party of the breach, the breaching Party has not corrected or remedied the breach on or before 30 days from receipt of written notice of the breach.

9. Any cause of action related to this Agreement shall be brought in Franklin County Superior Court.
10. No third-party benefit is created or shall arise out of this Agreement.
11. Each Party shall provide the other party with all information necessary to comply with grant requirements.

Dated this ____ day of _____, 2022

Approved as to Form:

Attest:

Chairman of the Board

Attorney

Clerk of the Board

Dated this ____ day of _____, 2022

Attest:

Mayor, City of College Place

City Clerk

OUR DISTRICT

PROGRAMS & LEARNING

DEPARTMENTS

RESOURCES

S

DISTRICT OFFICE // NEWS

// COLLEGE PLACE PUBLIC SCHOOLS BOARD APPROVES LAND PURCHASE FOR FUTURE SCHOOL

COLLEGE PLACE PUBLIC SCHOOLS BOARD APPROVES LAND PURCHASE FOR FUTURE SCHOOL

College Place Public Schools

FEB 23, 2021

In a unanimous vote of support tonight, the College Place Public School Board of Directors approved a \$1.6 million land purchase of forty acres in College Place. The Board had been saving funds to secure the future site for some time while it worked on finding the right piece of land. The entire purchase of the land and all of the associated costs will be paid out of district savings and will not involve any added costs to local taxpayers.

The City of College Place and College Place Public Schools have continued to see significant growth and based on the city's five-year plan is expected to continue and will largely surround the new site location. CPPS has seen an average of nearly 6% enrollment growth each of the past seven years and sees this continuing based on city planning, construction permits, and development plans. Superintendent Jim Fry said, "We have continued to see the growth in College Place because it is a very desirable location to live and raise a family. I am appreciative to the board for their diligent work in their planning for this growth and their prudence with state and local dollars to enable us to make this purchase without increasing local taxes. We will be positioned to be right in the middle of an area of significant growth with a beautiful new school in the future."

The property is located approximately one-half mile southeast of the District's current high school, middle school, district office site. The acreage, which is currently farmland, can be utilized by the district for athletic practice fields until the time that the district is prepared to build its next school. The district has already performed a number of pre-evaluative steps including an initial appraisal, water rights assessment, and access evaluation. The district expects that it may be ready for a new school proposal in the next 6-10 years.

"We have already added six new classrooms at Davis Elementary this year to support our enrollment growth and this land will give us some certainty for our long term planning. The growth will continue to come and we have been excellent caretakers of public funds and will continue to make sure we are doing the very best for the children and community of College Place," stated CPPS Board Chair Mandy Thompson on the purchase.

The proposed property will have to undergo a very strict due diligence period evaluation to ensure that it will meet with all the state and local requirements for building a school in the future. The processes include conducting soil, engineering, geotechnical, wetland, and a myriad of other studies, which are set to begin immediately and could take up to four months. Additionally, the school district will need to work with other property owners to gain the needed easements for road access to the property. "We have done a lot to get to this point and have a lot of work to do before this done." Fry said, "But, when it is, we will be well poised to handle the growth in College Place for years to come."



Find Us

District Office
1755 College Ave.

City of College Place, Washington
RESOLUTION NO. 22-025

A RESOLUTION OF THE CITY OF COLLEGE PLACE, WASHINGTON, AUTHORIZING & SUPPORTING STATE RECREATION CONSERVATION OFFICE (RCO) GRANT APPLICATIONS FILED BY THE COLLEGE PLACE SCHOOL DISTRICT FOR NEW PARK PROPERTY ADJACENT TO THE FUTURE SCHOOL ON PROPERTY OFF SW TEAL LANE.

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

WHEREAS; the City of College Place per its 2018 Park System Plan does not have enough public park lands; and

WHEREAS, the College Place School District wants to work with the City to develop future park property on lands its owns off of SW Teal Lane adjacent to a future school; and

WHEREAS, the City would not be able to turn in a compelling grant application due to open grant agreements it currently has with the State of Washington Recreation Conservation Office for Lions Park; and

WHEREAS, the College Place School District does not have open grant agreements with the State of Washington Recreation Conservation Office and is in a good position to obtain grant awards; and

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE AS FOLLOWS:

1. The City Council of College Place, Washington fully supports the College Place School District pursuing State of Washington Recreation Conservation Office (RCO) Washington Wildlife Recreation Program (WWRP – Recreation), Land Water Conservation Fund (LWCF), and Youth Athletic Facilities (YAF) grants to assist in funding a park facility on land adjacent to the future new school at the end of SW Teal Rd.

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 8th day of March, 2022.

Attest:

Norma L. Hernández, Mayor

Lisa R. Neissl, CMC
City Clerk

Michael Rizzitiello

From: Liz Jessee <LJessee@co.walla-walla.wa.us>
Sent: Friday, February 11, 2022 12:35 PM
Subject: !!FUNDING OPPORTUNITY!! - FFY22 SHSP Grant
Attachments: [A/V UNSCANNABLE][A/V UNSCANNABLE]SHSP 21 materials

Importance: High

STOP and VERIFY - This message came from **outside** of the City of College Place.

Federal Fiscal Year 2022 (FFY22) [State Homeland Security Program \(SHSP\) Funding Opportunity](#)

Applications are NOW being accepted for FFY22SHSP funds. Funding is available to address FEMA's National Priority Areas. Some of you may be familiar with this grant and some of you may have even tried to access these federal funds directly. However, in Washington State the SHSP grant is awarded directly to the State and from there funds are allocated to local government through each of the nine [Homeland Security Regions](#). Walla Walla is in Region 8.

If after reviewing all the information, you decide that you'd like to submit a National Priority Project (NPP) for funding, please contact me at earliest convenience. There is a very short turnaround for submitting. The Region 8 coordinator needs completed projects by NLT **March 16, 2022**.

Applications must address one of the following five National Priority Areas (NPA):

1. Enhancing Cybersecurity
2. Enhancing the protection of Soft Targets/Crowded Places
3. Enhancing information and Intelligence Sharing and Cooperation with Federal Agencies, including DSHS
4. Combating Domestic Violent Extremism
5. Addressing Emerging Threats

If you are interested in completing an application for an NPP you should start with opening the attached email from the Region 8 Homeland Security Coordinator, Deana Davis. There you will find **SEVERAL** attachments to help you identify and complete an application.

I will briefly describe each of the documents in Deanna's email:

Copy of 21 SHSP NPA Overview FINAL – Region Version

- Contains a consolidated list, by region, of the National Priority Projects (NPP) submitted for FFY21 SHSP funding. Those that were forwarded by the review committee have 'Above' indicated in the 'Above/Below the Line' column. These projects were then forwarded to the State for review and if approved by the State and then forwarded to FEMA for final approval.
- A second tab summarizes the dollar amounts.

21SHSP Scoring Tool-Final

- National Priority Scoring Tool: As you would guess from the title, this document contains the National Priority Scoring Tool used by a committee to determine which NPA projects FFY21 should be forwarded to FEMA for final review.
- National Priority Areas: detailed information about the National Priority Areas
- Core Capabilities: FEMA Core Capabilities that your project addresses
- Funding Areas: Details about what areas are funded for each Core Capability
- Effectiveness: FEMA's effectiveness factors
- Dropdowns: Disregard this tab

Region 8 21SHSP Phase I Workbook-Final

This workbook contains the projects that were submitted by our Homeland Security Region 8. You will be asked to complete a worksheet (tab) for your project. Walla Walla County Emergency Management will assist you in the process, but you might write your project.

National Priority Area Workbooks (multiple attachments)

There are workbooks for each National Priority Area, here you will see the projects that were submitted. These can be used as examples for your application, but keep in mind that you should pay close attention to which projects were approved by the review committee. The workbooks are titled according to which National Priority was being addressed.



Liz Jessee

Director

Phone: 509-524-2902

Mobile: 509-520-2222

Email: ljesssee@co.walla-walla.wa.us

**Walla Walla County
Emergency Management Dept.**

27 N. 2nd Ave.

Walla Walla, WA 99362

www.wwemd.info



City of College Place, Washington
RESOLUTION NO. 22-026

A RESOLUTION OF THE CITY OF COLLEGE PLACE, WASHINGTON, AUTHORIZING & SUPPORTING SUBAPPLICATION FOR WALLA WALLA COUNTY REGION 8 UNDER THE FEDERAL FISCAL YEAR 2022 STATE HOMELAND SECURITY GRANT PROGRAM.

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

WHEREAS; the State has opened up a call for projects underneath the State Homeland Security Grant Program (SHSP); and

WHEREAS, whereas a litany of infrastructure hardening, cybersecurity, and equipment projects are listed via Ordinance #21-018 – FY 2022 to FY 2027 Capital Facility Plan, Ordinance #21-019 – FY 2022 to FY 2027 Equipment Replacement Plan, and Ordinance #21-020 FY 2022 to FY 2027 Information Technology Plan adopted in November 2021; and

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE AS FOLLOWS:

1. The City Council of College Place, Washington fully supports the City Administrator submitting for projects which fit the criteria of the State Homeland Security Program including electrical generator for the City Hall/Police Station, Server Room for Municipal Campus, and infrastructure hardening projects at the Public Works Yard adjacent to the College Place Water Tower.

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 8th day of March, 2022.

Attest:

Norma L. Hernández, Mayor

Lisa R. Neissl, CMC
City Clerk

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	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		

City of College Place, Washington

ORDINANCE NO. 21-019

AN ORDINANCE OF THE CITY OF COLLEGE PLACE, WASHINGTON ADOPTING A SIX-YEAR CITYWIDE EQUIPMENT REPLACEMENT PLAN 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; and

WHEREAS, a six-year Equipment Replacement Plan is not required by any Federal, State, or Local statute but are a matter of good public policy for future planning of citywide services; and

WHEREAS, updates to the six-year Equipment Replacement Planning documents have been posted on the city budget portal website:

http://www.cpga.us/departments/finance/budget_2022.php

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

Section 1. Ordinance No. 21-019 that adopts the 2022 to 2027 Equipment Replacement, 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 Equipment Replacement 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 xx 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 L. Culwell

Rea Culwell, City Attorney

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

City of College Place: Equipment Replacent Plan (FY 2022 to 2027) (\$5,000 ER&R Threshold)													
Name of Project	Project ID	Prioritization	Project Description	Status	First Year Budgeted	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	Total Project Cost	How is project funded?
Administration/Community Development													
City Hall Generator	1009	Medium	Replacement emergency backup generator for City Hall.	Budgeted	2022	\$ 200,000.00						\$ 200,000.00	Facilities Maintenance Reserve Fund (funded by CE)
Repalce Vehicle #209 2006 Chevy C1500 Silverado Pick Up	1060	Medium	Repalce Vehicle #209 Fleet Manager	Budgeted	2022	\$ 50,000.00						\$ 50,000.00	Equipment Replacement Fund
Replace Vehicle #803 2011- Ford Escape	1020	Low	Replace Vehicle #803 2011 - Ford Escape Building Department	Planned	2026					\$ 35,000.00		\$ 35,000.00	Equipment Replacement Fund
Replace Vehicle #804 2011 - Ford Escape	1021	Low	Replace Vehicle #803 2011 - Ford Escape Building Department	Planned	2026					\$ 35,000.00		\$ 35,000.00	Equipment Replacement Fund
Total: Administration/Community Development						\$ 250,000.00	\$ -	\$ -	\$ -	\$ 70,000.00	\$ -	\$ 320,000.00	
Fire Department													
Turnouts	2001	High	Annual replacement of turnouts/ \$12,000 a year	Budgeted	Perpetual	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 72,000.00	Current Expense (Fire Budget)
SCBA Replacement	2006	High	These are the breathing air packs for firefighters they have a 15 year life.	Budgeted	2022	\$ 27,744.00	\$ 27,744.00	\$ 27,744.00	\$ 27,744.00			\$ 110,976.00	Current Expense (Fire Budget) and Grants
Vehicle #304 - Fire Captain's Truck	2009	High	New pickup for Fire Dept Captain	Budgeted	2022	\$ 54,000.00						\$ 54,000.00	Equipment Replacement Fund
Vehicle E3061 Brush Truck	2015	Medium	Replace 1985 Chevrolet K3500 - MOB Brush Truck	Budgeted	2022	\$ 125,000.00						\$ 125,000.00	Equipment Replacement Fund
Vehicle #A3021 Ambulance Replacement	2014	High	Replace 2001 Ford E450/Road Rescue Ambulance	Budgeted	2022	\$ 250,000.00						\$ 250,000.00	Equipment Replacement Fund
Vehicle #E3012 - Fire Truck Replacement	2004	High	Replace #E3012 Fire Truck	Budgeted	2022	\$ 700,000.00						\$ 700,000.00	100% Federal ARPA Grant
Replace #R3041 2000 Ambulance	2023	Medium	Replace 2000 Wheeled Coach Box/Chevrolet 4500 Rescue Van	Planned	2024			\$ 250,000.00				\$ 250,000.00	Equipment Replacement Fund
Total: Fire Department						\$ 1,168,744.00	\$ 39,744.00	\$ 289,744.00	\$ 39,744.00	\$ 12,000.00	\$ 12,000.00	\$ 1,561,976.00	
Police Department													
Police Vehicle Leasing Program	3005	High	Police Vehicle Leasing Program. Replaced #400 2013 Ford Sedan Interceptor and #411 Ford Escape Hybrid in 2021. Replace #407, #409, #413, #415, #416 and #402, 2014/2015 used State Patrol Ford Interceptors in 2022. Replace #431, #448, #471, #472, and #473 2014/2015 used State Patrol Ford Interceptors in 2023. #407, #406, #408, #410, #412, and #414 Dodge Chargers leased in 2019 and will be switched out in 2025.	Budgeted	2019	\$ 157,127.36	\$ 157,127.36	\$ 157,127.36	\$ 157,127.36	\$ 157,127.36	\$ 157,127.36	\$ 787,655.80	Equipment Replacement Fund
Taser Replacement	3006	High	Tasers need to be replaced as they are now out of warrantee.	Budgeted	2021	\$ 17,000.00	\$ 17,000.00	\$ 17,000.00	\$ 17,000.00	\$ 17,000.00		\$ 70,021.00	Current Expense Fund
Police Department Building Generator (3 Buildings)	3021	Medium	Generator for Police Department Building.	Planned	2023		\$ 100,000.00						Equipment Replacement Fund
Total: Police Department						\$ 174,127.36	\$ 274,127.36	\$ 174,127.36	\$ 174,127.36	\$ 174,127.36	\$ 157,127.36	\$ 857,676.80	
Public Works Department - Parks													
Vehicle #303 - Park Pickup	4009	High	Replace #303 2007 Chevrolet Flat Bed Pick Up	Budgeted	2022	\$ 45,000.00						\$ 45,000.00	Equipment Replacement Fund

Lawn Mower	4010	Medium	Replacement lawn mower.	Planned	2025				\$20,000.00			\$20,000.00	Equipment Replacement Fund
Trailer #305	4011	Low	Replacement Trailer.	Planned	2027						\$27,000.00	\$27,000.00	Equipment Replacement Fund
Total: Public Works Department - Parks						\$45,000.00	\$-	\$-	\$20,000.00	\$-	\$27,000.00	\$92,000.00	
Public Works Department - Stormwater													
New Vactor/Jetter Sewer Truck	5019	High	Purchase Vehicle #901 Vactor/Jetter Sewer Truck	Budgeted	2022	\$530,000.00						\$530,000.00	85% Ecology SFAP Grant, 15% Equipment Replacement Fund
Replace Vehicle #920	5021	Medium	Replace Vehicle #920 Ford E450 Box Van (Sewer Camera System)	Planned	2023		\$200,000.00					\$200,000.00	Equipment Replacement Fund
Replace Vehicle #970	5009	Medium	Replace Vehicle #970 2014 - Ford Explorer	Planned	2023		\$35,000.00					\$35,000.00	Equipment Replacement Fund
Total: Public Works Department - Stormwater						\$530,000.00	\$235,000.00	\$-	\$-	\$-	\$-	\$765,000.00	
Public Works Department - Streets													
Vehicle #501	6020	Medium	Replace #501 1996 Ford Super Duty Stellar Truck	Budgeted	2022	\$120,000.00						\$120,000.00	100% Federal ARPA Grant
Vehicle #542 - Flusher	6031	Medium	Replace Vehicle #542 1992 Ford L8000 3,000 gallon Street Flusher Truck	Budgeted	2022	\$250,000.00						\$250,000.00	Equipment Replacement Fund
Vehicle #504	6030	Low	Replace Vehicle #5404 2008 - Chevrolet 1500 Pick Up	Planned	2023		\$37,000.00					\$37,000.00	Equipment Replacement Fund
Replace Vehicle #910	6065	Medium	Replace Vehicle #910 2003-Ford F550 Utility Truck	Planned	2023		\$37,000.00					\$37,000.00	Equipment Replacement Fund
Vehicle #547 - Tilt Trailer Replacement	6037	Low	Replace Vehicle #547 Walton 20,000 lb Tilt Trailer	Planned	2024			\$20,000.00				\$20,000.00	Equipment Replacement Fund
Vehicle #507 - Bucket Truck	6034	Low	Replace Vehicle #507 Ford F550 Utility Bucket Truck	Planned	2025				\$150,000.00			\$150,000.00	Equipment Replacement Fund
Vehicle #211 Replacement	211	Low	Vehicle #211 Replacement - 2007 Napa Shop Air Compressor	Planned	2026					\$11,000.00		\$11,000.00	Equipment Replacement Fund
Replace Trailer #512	6066	Low	Replace Trailer #512	Planned	2027						\$12,000.00	\$12,000.00	Equipment Replacement Fund
Replace #529 Tractor	6067	Low	Replace #529 Tractor	Planned	2027						\$47,000.00	\$47,000.00	Equipment Replacement Fund
Total: Public Works Department - Streets						\$370,000.00	\$74,000.00	\$20,000.00	\$150,000.00	\$11,000.00	\$59,000.00	\$684,000.00	
Public Works Department - Wastewater (Moving all items in here to all inclusive contract with Jacobs Group - WWTP Operator)													
Jacobs Contract Addendum Cost (Equipment Portion)	7018	High	The equipment portion of the Jacobs contract addendum will put all equipment needs on Jacobs Group, the Wastewater Treatment Plant operator.	Budgeted	2020	\$116,884.08	\$118,052.92	\$119,233.45	\$120,425.78	\$121,630.04	\$122,846.34	\$719,072.62	Wastewater Capital Reserve Fund
Total: Public Works Department - Wastewater						\$116,884.08	\$118,052.92	\$119,233.45	\$120,425.78	\$121,630.04	\$122,846.34	\$719,072.62	
Public Works Department - Water													
Vehicle #601 - Utility Truck	8013	Low	Replace Vehicle #601 2003 - Ford F550 Utility Truck	Planned	2023		\$37,000.00					\$37,000.00	Water Capital Reserve Fund
Total: Public Works Department - Water						\$-	\$37,000.00	\$-	\$-	\$-	\$-	\$37,000.00	
Grand Total: All Equipment Replacements						\$2,654,755.44	\$777,924.28	\$603,104.81	\$504,297.14	\$388,757.40	\$377,973.70	\$5,036,725.42	

City of College Place, Washington

ORDINANCE NO. 21-020

AN ORDINANCE OF THE CITY OF COLLEGE PLACE, WASHINGTON ADOPTING A SIX-YEAR CITYWIDE INFORMATION TECHNOLOGY PLAN 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; and

WHEREAS, a six-year Information Technology Plan is not required by any Federal, State, or Local statute but are a matter of good public policy for future planning of citywide services; and

WHEREAS, updates to the six-year Information technology 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. 21-020 that adopts the 2022 to 2027 Information Technology, 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 Information Technology 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 xx 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 L. Culwell

Rea Culwell, City Attorney

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

[illegible]

BoardDocs - Maintenance	1043	High - Existing Maintenance	Budgeted	Clerk - Professional Services	Annual maintenance on BoardDocs software used for City Council and Advisory Board agendas/minutes.	Software	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 42,000.00
Zoom	1044	High - Existing Maintenance	Budgeted	Clerk - Professional Services	Maintenance expense for e-conferencing software for City Council and Commission meetings.	Software	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 24,000.00
ESRI Business Analyst	1045	High	Budgeted	Technology Reserve	Maintenance expense on software to pull economic development data and reports	Software	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 9,600.00
Intermountain Education Service District (IMESD) IT Staff Support	1030	High	Budgeted	Technology Reserve	Outsource information technology staffing to IMESD for 12 hours a week. Available 24/7 though.	Staffing	\$ 63,036.80	\$ 64,297.54	\$ 65,583.49	\$ 66,895.16	\$ 68,233.06	\$ 69,597.72	\$ 397,643.76
Association of Washington Cities GIS Consortium: Tier I Membership	1058	Medium	Budgeted	Technology Reserve	Lower to Tier 1 membership since we obtained PHIMA Grant where JUB compiled our GIS data.	Staffing	\$ 3,200.00	\$ 3,232.00	\$ 3,264.32	\$ 3,296.96	\$ 3,329.93	\$ 3,363.23	\$ 19,686.45
Server Replacement	1025	Low	Planned	Technology Reserve	Replace server acquired in 2019. Will age out by FY 2026.	Hardware					\$ 21,000.00		\$ 21,000.00
Computers	1032	High - Replacement	Planned	Technology Reserve	Computer Replacement Plan (Seven Year Schedule).	Hardware	\$ 1,000.00	\$ 3,000.00	\$ 2,000.00	\$ 2,000.00	\$ 1,000.00		\$ 9,000.00
Microsoft Office Update	1026	Low	Planned	Technology Reserve	Proposed citywide upgrade of Microsoft Office in FY 2024.	Software	\$ -	\$ -	\$ -	\$ 13,000.00			\$ 13,000.00
Administration: Total							\$ 266,923.80	\$ 159,816.54	\$ 160,134.81	\$ 174,479.12	\$ 182,849.99	\$ 162,247.95	\$ 1,106,452.21
Community Development													
4k - 65" TV	1050	High	Budgeted	Technology Reserve	View electronic plans in full scale. Streamline plan review process.	Hardware	\$ 1,900.00		\$ 2,000.00				\$ 3,900.00
Bluebeam	1051	High	Budgeted	Technology Reserve	Streamline plan review process.	Software	\$ 6,445.00	\$ 1,135.00	\$ 1,135.00	\$ 1,135.00	\$ 1,135.00	\$ 1,135.00	\$ 12,120.00
Azavar - Short Term Vacation Rental Software Maintenance Expense	1047	High - Maintenance	Budgeted	Technology Reserve	Software utilized for short term vacation rental registration	Software	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 3,000.00
Survey Monkey	1049	Medium	Budgeted	Technology Reserve	Software to allow city staff to put together surveys on various topics. Unlimited participants can take surveys.	Software	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 18,000.00
Computers	1046	High - Replacement	Planned	Technology Reserve	Computer Replacement Plan (Seven Year Schedule).	Hardware		\$ 1,000.00		\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 5,000.00
ERP System with Finance (Community Development)	1048	Medium	Planned	Technology Reserve	Maintenance expense on Community Development/Permitting Portal	Software		\$ 64,000.00	\$ 24,000.00	\$ 24,000.00	\$ 24,000.00	\$ 24,000.00	\$ 160,000.00
Community Development: Total							\$ 11,845.00	\$ 69,635.00	\$ 30,635.00	\$ 29,635.00	\$ 29,635.00	\$ 30,635.00	\$ 202,020.00
Fire													
Computers	2019	High - Replacement	Budgeted	Technology Reserve	Computer Replacement Plan (Seven Year Schedule).	Hardware				\$ 2,000.00		\$ 2,000.00	\$ 4,000.00
Firehouse Software Replacement	2022	High - Existing Maintenance	Budgeted	Current Expense	Firehouse Software got bought out by another company. Will need to pay upgrade cost.	Software	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$ 60,000.00
Portable Radio Replacement	2021	High - Replacement	Planned	Current Expense	Replacement radios for Fire Department. Covered by 50% grant match from State Department of Natural Resources.	Hardware		\$ 19,500.00		\$ 19,500.00		\$ 19,500.00	\$ 58,500.00
Fire: Total							\$ 10,000.00	\$ 29,500.00	\$ 10,000.00	\$ 31,500.00	\$ 10,000.00	\$ 31,500.00	\$ 122,500.00
Police													
Body Cameras, Redaction Software, and Replacement Tasers with Warantee	3014	High	Budgeted	Tech Reserve - Body Cameras; Current Expense - Tasers	New body cameras to use to capture interactions with the public for officer/resident safety. Redaction Software. Also, replacement tasers since current ones	Hardware	\$ 21,792.86	\$ 21,792.86	\$ 21,792.86	\$ 21,792.86	\$ 14,772.00	\$ 14,772.00	\$ 116,715.44

Security Camera - City Parks	3015	Medium	Budgeted	Forfeited Proceeds	Install Cameras in following areas: 2022 - Lamperti/Meadowbrook, 2024 - Whitman Dr/Academy Way, 2026 - 12th/Larch Intersection	Hardware	\$ 9,000.00		\$ 9,000.00		\$ 9,000.00		\$ 27,000.00
Computers	3016	High - Replacement	Budgeted	Technology Reserve	Computer Replacement Plan (Seven Year Schedule).	Hardware	\$ 2,000.00	\$ 1,000.00	\$ 13,500.00	\$ 15,000.00	\$ 3,000.00	\$ 2,500.00	\$ 37,000.00
NetMotion	3018	High - Existing Maintenance	Budgeted	Current Expense	Software renewal for Net Motion	Software	\$ 945.00	\$ 945.00	\$ 945.00	\$ 945.00	\$ 945.00	\$ 945.00	\$ 5,670.00
Copier Replacement	3013	Medium - Replacement	Planned	Technology Reserve	Replacement Police Copier.	Hardware		\$ 13,000.00					\$ 13,000.00
Police: Total							\$ 33,737.86	\$ 36,737.86	\$ 45,237.86	\$ 37,737.86	\$ 27,717.00	\$ 18,217.00	\$ 199,385.44
Public Works													
Backflow Testing Software	8021	High	Budgeted	Water Utility	Backflow testing software to replace software that is no longer supported.	Software	\$ 10,000.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 47,500.00
Iworq Asset ManagementSoftware Maintenance	8022	High - Existing Maintenance	Budgeted	Utilities	Software maintenance for software used for Asset Management.	Software	\$ 10,500.00	\$ 10,500.00	\$ 10,500.00	\$ 10,500.00	\$ 10,500.00	\$ 10,500.00	\$ 63,000.00
ESRI ArcGIS - Maintenance	8023	High - Existing Maintenance	Budgeted	Utilities	Annual software maintenance on ESRI ArcGIS software.	Software	\$ 3,000.00	\$ 3,000.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 20,000.00
Autodesk Civil 3D Software	5025	High	Budgeted	Utilities	Annual Software Subscription	Software	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 15,000.00
Computers	8021	High - Replacement	Planned	Technology Reserve	Computer Replacement Plan (Seven Year Schedule).	Hardware	\$ 2,000.00		\$ 1,000.00		\$ 3,000.00	\$ 3,000.00	\$ 9,000.00
Public Works: Total							\$ 28,000.00	\$ 23,500.00	\$ 25,000.00	\$ 24,000.00	\$ 27,000.00	\$ 27,000.00	\$ 154,500.00
Total Cost							\$ 350,506.66	\$ 319,189.40	\$ 271,007.67	\$ 297,351.98	\$ 277,201.99	\$ 269,599.95	\$ 1,784,857.65

City of College Place Council

Funded Programs

Community Grants Program

Introduction

The College Place City Council through the Community Grants Program desires to support community efforts to address community needs and build the capacity of the City of College Place. A Committee made up of Economic Development, Tourism, and Events Commission and Park, Arbor, and Recreation Board members will review and rank proposals. City Council will make the ultimate project awards. **Total allotment for FY 2022 is \$5,000.**

Grant Program Goals

- Foster civic engagement and involvement
- Develop responses and solutions which steward the community's
 - Health
 - Environment
 - Social network and resiliency
- Develop programs which support community asset building and provide outreach through education and information programs which support program goals.

Program Guidelines

Eligible Applicants: Non-profit organizations, civic groups, neighborhood groups. Partnerships among individuals and/or groups will also be considered.

Eligible Locations: Within the City of College Place

Eligible Expenses: Personnel, professional services, supplies and materials, construction costs, public information and outreach.

Match: Matching funds are encouraged but not required for this program. The following items count as matching funds: cash, volunteer hours, and donated materials, equipment use, or professional services.

Project Timeline

Application Due Dates: Applications must be submitted by January 21st, 2022. Submit completed applications to:

City Administrator's Office
City of College Place
625 S. College Avenue
College Place, WA 99324
Email: mrizzitiello@cpwa.us

Award Decisions: Award decisions will be made within 60 calendar days of the January 21st, 2022 deadline.

Project Time Limit: All projects must be completed within one years of award.

Application Process

Project Applications: Applications must be made either on paper or electronically on forms provided by the City. Applications can be obtained at City Hall, 625 S. College Avenue, College Place, Washington or on the City's webpage at www.cpwa.us

Project Description: The description of the project should include project purpose, approach, and location.

Goals: Explain how your project addresses the Grant Program Goals as outlined in the application packet and the City's Comprehensive Plan goals, policies and programs. The Comprehensive Plan itself is available on the City's website at:
http://www.cpwa.us/departments/planning/comprehensive_plan.php

Project Milestones: Provide quarterly milestones which indicate concrete progress toward the successful achievement of the project's goals.

Budget Plan: List each resource needed to complete your project. Please show in-kind, applicant cash, and how much of the City's funds to be spent on this resource.

- The value of volunteer labor as established by the Independent Sector's Value of Volunteer hours https://www.independentsector.org/volunteer_time

- Equipment donated is valued at the hourly rental rate for the equipment used for the project.
- Donated professional services are valued at the “reasonable and customary” rate for the services.

Review Process

A committee comprised of Economic Development, Tourism, and Events Commission as well as Park, Arbor, and Recreation Board members will review written applications. All eligible projects will be forwarded to the Committee and scored using the rating form included in the application packet. Higher ranking projects may be requested to present to the Committee.

The presentation, if requested, is limited to 15 minutes. Please give an overview of the project and how it furthers the City’s goals.

The Committee will make a funding recommendation to the City Council. City Council will make the final determination of funding. Applicants may be asked to present their projects to the City Council.

Reporting Requirements and Accountability

A contract will be executed to outline the specific conditions of the project if awarded.

City of College Place Community Grants Program Application

Please limit responses to 3 pages in not less than 10-point type font (not including budget).

Project Description

Contact Person

Name: Tracy Parmer

Organization Representing: Blue Mountain Action Council

Contact Address: City/State/Zip: 8 E. Cherry Street, Walla Walla, WA 99362

Phone: 727-365-5266

E-mail: tracyp@bmacww.org

Project Information Description of the project (include project purpose, approach, and location).

The Backpack Bridge Program (BPB) has grown from weekend meals for 50 alternative school students to 500 (2019/2021) in all Walla Walla/College Place elementary schools. The community joins BMAC in funding, building, and distributing backpacks of 2 breakfasts, 2 lunches, and 2 snacks, weekend nutrition for 25% of students eligible for free/reduced-cost meals.

The USD of Ag suspended eligibility for school meals during the pandemic, but weekend meals are not part of its offering. This grassroots campaign of small/local grant funding; restaurant/winery special events; organization/church/business drives; individual giving, and volunteer "backpack builds" froze in March of 2020 ~ replaced by a deep need to address the emergent food insecurity of families in crisis due to COVID19.

Food bank efforts are heartening and heartbreaking as resources formerly accessed by BPB for food, storage, and distribution had to temporarily replace most other efforts dedicated to massive food distributions across five counties. When Schools closed, BMAC experienced a three-fold increase in need. The resultant supply chain disruptions required everything to be rebuilt to meet the expanding need of five to eight immense, weekly food distributions. BPB IS BACK, but recent data shows food insecurity/hunger at an all-time high. In Washington, 1 out of 5 households with children to we are eager to rebuild/expand quickly for food supplies; storage; school connections; and delivery, exceeding 2020-2021 numbers.

Funding in the amount of **\$5,000** would allow us to meet the need of the fifteen Davis Elementary School students who are currently receiving backpacks. Packs are approximately \$5 each, and this budget would allow us to increase the need and accommodate students over holidays and extended breaks like winter and spring break. The funding will also allow room to increase the number of children served as the school's intervention specialists determine changing needs for their students. Davis is receiving approximately 200 pounds of food each month as part of the BPB program. The total annual budget needed for Walla Walla County Elementary (and sometimes middle) schools is **\$80,000 per year**.

Please describe how your project relates to the Community Grant Program Goals and the City's Comprehensive Plan Goals and Policies.

The Backpack Bridge Program (BPB) fosters civic engagement and involvement through community volunteering and school alignment. Together, BPB participants improve children's health and focus, increasing their resiliency and the resiliency of schools and communities at large.

BMAC's BPB aligns with The City of College Place and its values for service and diversity. In alignment, the program's success hinges on community partnerships, especially with schools, families, and volunteers (providing matching funds) across the community. The promotion of diversity, equity, and dignity is represented in how the program is run, serving children of low-income families who experience food inequity. Children who use this program are served privately and dignifiedly through their school counselor or intervention specialist. Together, those key individuals help us identify the school's needs and discreetly place the food banks in the student's backpacks each week before they leave for the weekend. Students are of low income, and by leveling food inequity and improving access, the program improves lives, offering nutrition, energy, stability, safety, and the ability to focus on their schoolwork and being a kid.

Goal #2 is widely represented as this program promotes collaboration and actively involves residents and businesses through grassroots funding and volunteering opportunities. Volunteers almost entirely build bags, often 2,000+ at a time.

Goal #19 is met through supporting a healthy community by meeting these kids exactly where they are with what they need. By bridging this hunger gap, students can focus on their work and activities. Their meals allow kids to be kids and take the worry away from where their next meal will come from. Each kit includes kid-friendly food that doesn't need a can opener, stove, or microwave. One-third of the BMAC Food Bank's clients are children under 18.

Governance Policy #9, #10, and #13 are supported through the coordinated effort of the Backpack Bridge program.

Project Budget (Must provide budget in this format)

Project Revenue	Amount
Grant Request	\$5,000
Cash Match from Applicant	
In-kind match from Applicant	
Cash from other Sources	
Source: Volunteer hours at national rate of \$28.54	\$4,109.76; Average 6 builds per year with 12-15 volunteers for 2 hours.
Source:	
Total Project Revenue	\$9,109.76

Project Expenses				
Item	Total Cost	Applicant "In-Kind"	Applicant Cash	Requested Grant
Personnel				
Volunteer Time to build backpack bags. Once a month build with approximately 5 volunteers each month.		\$4,109.76		
Materials/Supplies				
Weekly Backpack Meals @ \$5 per bag for 15 Davis Students currently in need. 36 weeks of school.	\$2,700			\$2,700
Long break backpacks for winter break, spring break and other scheduled holidays with daily meals (26 days)	\$1,950			\$1,950
Additional Budget To Accommodate program needs like costs for: delivery/gas, boxes for bag storage, backpack	\$350			\$350

sacks or increase in student needs.				
Professional Services				
Other				
Total Expenses	\$5,000	\$4,109.76		\$5,000

Project Milestones Provide quarterly milestones, which indicate concrete progress toward the successful achievement of the project's goals.

Milestone	Responsible Party	Projected Date for Completion	Outcome
Ordering food or bags, including ready to eat items that require no cooking or equipment.	BMAC Food Bank	The supply chain is still backed up. We ordered our last bulk order in October 2021 and it arrived January 2022. It's imperative for the program that food is ordered continuously.	A steady supply of weekend meals for students.
Community Volunteer Bag Builds (Every Two Months)	BMAC Food Bank	Bi-Monthly	Maintaining stock of built bags for delivery & pick up to accommodate flexible needs of Davis.
Coordination & Check in with Davis	BMAC Outreach Coordinator	Monthly through school year	Understand and adapt to shifting needs of families, identifying food gaps for students and bridging that gap with weekend meal bags.
Bag Pick Up/Delivery	Davis Representative in partnership with BMAC	Monthly through school year	Maintaining a healthy stock for students at Davis through work with their intervention specialist.

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Return completed Application to:

City of College Place

City Administrator's Office

625 S. College Avenue

College Place, WA 99324

Email: mrizzitiello@cpwa.us

Due Date: January 21st, 2022

Walla Walla Volunteer Corps

Proposal Summary

The Center for Humanitarian Engagement (CHE) at Walla Walla University is passionate about creating a world where no one sits on the sidelines. The world is full of heroes – individuals with a desire to help, nonprofits identifying needs, corporations with resources – but it's not always easy to bring them together. CHE is requesting \$5,000 to assist in marketing and student labor to increase the effectiveness of Walla Walla Volunteer Corps and inspire people-powered change in communities in the Walla Walla Valley to solve society's toughest issues.

Organization Description and History

The Walla Walla Volunteer Corps was started in February of 2021 in the middle of the COVID-19 pandemic. CHE responded to an urgent need for volunteer management to support the Walla Walla County Health Department and Providence St. Mary's Hospital with mass COVID-19 vaccination clinics. Having been at the center of managing volunteer response and recovery for the flooding in our valley a year earlier, the Walla Walla Emergency Management Department asked CHE for assistance with the mass clinics. The creation of the Walla Walla Volunteer Corps led to successful volunteer management of 94 clinics, with 3,717 total volunteers. Volunteers were able to sign up for multiple events, select their skills/qualifications, and receive prompt communication and reminders. Volunteer engagement has continued, with local non-profits reaching out to us to post opportunities representing a variety of needs in the community including food distributions with Blue Mountain Action Council's (BMAC) food bank, community garden maintenance, and more.

Background

The Walla Walla Valley is well-positioned for volunteer engagement. Being known as a retirement community and with three colleges which are all highly engaged in the community, there is no shortage of skilled volunteers. However, with so many non-profits in the Valley and lacking communication and coordination, it has historically been difficult for volunteers to discover the scope of volunteer opportunities in our Valley. Walla Walla Volunteer Corps has provided that centralized volunteer resource to our community.

The COVID-19 pandemic has exacerbated problems like isolation and loneliness and highlighted the negative impact of a lack of purpose in our community members. Volunteer engagement has been shown to have benefits to mental health, physical health, and studies have shown

lower rates of cancer and heart disease as well as reduced healthcare costs amongst people who volunteer regularly. Blue Zones Project Walla Walla Valley has successfully emphasized the benefits of volunteering and is leading the Valley through Purpose Workshops to identify their gifts, passions, and their “why.” It is perfect timing to take advantage of this momentum.

Project Description

We have been collaborating with United Way of the Blue Mountains to engage community volunteers in their Galaxy Digital – Get Connected software. This software is a huge step up in terms of volunteer management and usability. However, a software platform alone does not create community, and we believe that it is essential that we also invest the time and effort into communicating with local volunteers and non-profits and engaging them in a personal way. These funds would be used to provide student salaries to students who would work with United Way to manage the volunteer platform and contact organizations and volunteers directly. These funds would also be essential to market this new platform and collaboration to the community through the use of fliers, events, and more. We anticipate an overwhelmingly positive approach to these efforts – we already have an engaged volunteer base, and this will only make it better.

Goals

The goal would be to build a stronger community through offering community members opportunities to volunteer with opportunities that they are passionate about. We believe that this proposal will help further the following CPWS Goals identified in the Comprehensive Plans Goals and Policies document:

Goal #1: Preserve a Small-Town Feel:

We believe that the Volunteer Corps is an essential part of embracing CP’s goal #1 of preserving a small-town feel. One of the most compelling reasons to live in a small town is the sense of community that we are able to enjoy. This sense of community has been made difficult by the pandemic, but through collective engagement in meaningful volunteer opportunities, we have seen, and anticipate that we will continue to see a thriving sense of community.

Goal #31: Promote a livable community with a strong sense of history:

As our volunteer base becomes more diverse and active, we anticipate more opportunities for volunteers to learn about and make a positive difference with the historical value of our community. For example, we would anticipate greater engagement with volunteers needed to maintain organizations such as the Fort Walla Walla Museum, Whitman Mission, downtown spaces, and more.

Goal #32: Encourage a sustainable community by preserving preservation efforts:

Environmental sustainability is an issue that is close to the heart of many of our volunteers. Whether it is cleaning up neighborhoods, trails, and parks, or using the creativity of our volunteers to address environmental needs, we want the Volunteer Corps to be at the forefront of engaging our community with preservation efforts.

Project Milestones:

Activity #1 (Student Labor)

Start by recruiting a student by February 15, 2022
Conduct training online training of Digital Galaxy software by March 15 2022
Conduct training to 8 nonprofits per month starting April 2022
Connect with 100% of Nonprofits in College Place by June, 2022
50 % enrollment goal by December 2022

Activity #2 (Marketing)

First design material by March 15, 2022
Spend \$1,000 to create volunteer marketing tool by April, 2022
Design booth and materials for CP Farmer's Market, events by June, 2022
Spend \$1,500 to create volunteer marketing tool by June, 2022

Budget Plan

Oversight and Management of the project would run through the Center for Humanitarian Engagement at Walla Walla University. The additional funding would allow for a student to be hired over the summer months and offer marketing material to keep volunteering in the front of mind for potential volunteers. The software platform is being paid for by United Way of the Blue Mountains.

Expenditure Category	Community Grant fund request	Funds from other sources	Total
Student Salaries	\$2,500	\$4,500	\$6,000
Marketing	\$2,500	\$500	\$3,000
Software Platform (annual)		\$3,000	\$3,000
Totals	\$5,000	\$8,000	\$13,000

City of College Place Community Grants Program Application

Please limit responses to 3 pages in not less than 10-point type font (not including budget).

Project Description

Contact Person

Name: George Perez

Organization Representing: Enactus Chapter of Walla Walla University

Contact Address: 204 S. College Ave.

City/State/Zip: College Place, Washington, 99324

Phone (Office): (509) 527-2952

E-mail: george.perez@wallawalla.edu

Project Information

Description: Our project is called The Glass Repurposing Project and it is a glass recycling initiative that Enactus Chapter of Walla Walla University embarked on with local community partners in 2020. During phase 1, we collect glass from the Walla Walla University campus community, crush the glass into sand reuse the sand byproduct. In the second phase, we intend to expand this initiative to the whole City of College Place residents and businesses.

Project Purpose: To mitigate glass waste in the Walla Walla Valley by creating a cycle for recycling glass bottles.

Approach: The Enactus students have put glass bins behind the Village House office at the University campus where students, faculty and staff can drop off their glass. We intend to expand operation to reach out to the rest of the City of College Place residents.

Location: Walla Walla University

Project relation to Community Grant Program Goals and the City's Comprehensive Plan Goals and Policies

Goal #10: In line with Goal #10 of **Growth Management Goals** which is to **Protect the environment and enhance the State's quality of life**, the project is going to reduce the amount of glass waste in College Place as we recycle it into glass and reuse the byproducts to improve the quality of life in the State.

Goal #15: In line with goal #15 of the **Comprehensive Plan Goals**, the Glass Repurposing Project is an initiative that is environment-sustainability driven to reduce glass waste in the Valley by creating a cycle for recycling.

Goal #29: In line with goal #29 **Comprehensive Plan Goals**, the Glass Repurposing Project will enhance the job market and community pride. We plan to give this project to the community so that valley residents can participate in reusing and distributing repurposed products. This will also enhance community pride as this will be the first glass repurposing operation in the Valley.

Project Budget (Must provide budget in this format)

Project Revenue	Amount
Grant Request	\$5,000
	\$2,500
Cash Match from Applicant	
In-kind match from Applicant	\$2,500
Cash from other Sources	
☐ Source:	
☐ Source:	
Total Project Revenue	\$10,000

Project Expenses (Annual)				
Item	Total Cost	Applicant “In-Kind”	Applicant Cash	Requested Grant
Personnel				
Student Volunteers	\$2,000	\$2,000		
Materials/Supplies				
Glass Crusher Machine	\$5,000		\$1,000	\$4,000
Maintenance	\$500			\$500
Storage bags/bins	\$300			\$300
PPE Supplies	\$200			\$200
Professional Services				
Marketing	\$300		\$300	
Other				
Utilities	\$200	\$200		
Transportation	\$300	\$300		
Rent Lease	\$1,200	\$1,200		
Total Expenses	\$10,000	\$3,700	\$1,300	\$5,000

Project Milestones Provide quarterly milestones, which indicate concrete progress toward the successful achievement of the project's goals.

Milestone	Responsible Party	Projected Date for Completion	Outcome
Purchasing of Glass Crushing machine	Enactus WWU	5/31/2022	Glass-crushing operation will expand.
Securing operations Site	Enactus WWU	9/30/2022	Glass-crushing operations will expand.
Recycling Awareness Campaigns	Enactus WWU	3/31/2023	Increased community awareness and engagement.
Glass bottle collection	Enactus WWU	4/30/2023	Glass will be crushed into sand byproduct
Securing byproduct buyer	Enactus WWU/Walla Walla University	5/10/2023	Projects will make profits for further expansion.

City of College Place Council

Funded Programs

Community Grants Program

Introduction

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Grant Program Goals

- Foster civic engagement and involvement
- Develop responses and solutions which steward the community's
 - Health
 - Environment
 - Social network and resiliency
- Develop programs which support community asset building and provide outreach through education and information programs which support program goals.

Program Guidelines

Eligible Applicants: Non-profit organizations, civic groups, neighborhood groups. Partnerships among individuals and/or groups will also be considered.

Eligible Locations: Within the City of College Place

Eligible Expenses: Personnel, professional services, supplies and materials, construction costs, public information and outreach.

Match: Matching funds are encouraged but not required for this program. The following items count as matching funds: cash, volunteer hours, and donated materials, equipment use, or professional services.

Project Timeline

Application Due Dates: Applications must be submitted by January 21st, 2022. Submit completed applications to:

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College Place, WA 99324
Email: mrizzitiello@cpwa.us

Award Decisions: Award decisions will be made within 60 calendar days of the January 21st, 2022 deadline.

Project Time Limit: All projects must be completed within one years of award.

Application Process

Project Applications: Applications must be made either on paper or electronically on forms provided by the City. Applications can be obtained at City Hall, 625 S. College Avenue, College Place, Washington or on the City's webpage at www.cpwa.us

Project Description: The description of the project should include project purpose, approach, and location.

Goals: Explain how your project addresses the Grant Program Goals as outlined in the application packet and the City's Comprehensive Plan goals, policies and programs. The Comprehensive Plan itself is available on the City's website at:
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Project Milestones: Provide quarterly milestones which indicate concrete progress toward the successful achievement of the project's goals.

Budget Plan: List each resource needed to complete your project. Please show in-kind, applicant cash, and how much of the City's funds to be spent on this resource.

- The value of volunteer labor as established by the Independent Sector's Value of Volunteer hours https://www.independentsector.org/volunteer_time

- Equipment donated is valued at the hourly rental rate for the equipment used for the project.
- Donated professional services are valued at the “reasonable and customary” rate for the services.

Review Process

A committee comprised of Economic Development, Tourism, and Events Commission as well as Park, Arbor, and Recreation Board members will review written applications. All eligible projects will be forwarded to the Committee and scored using the rating form included in the application packet. Higher ranking projects may be requested to present to the Committee.

The presentation, if requested, is limited to 15 minutes. Please give an overview of the project and how it furthers the City’s goals.

The Committee will make a funding recommendation to the City Council. City Council will make the final determination of funding. Applicants may be asked to present their projects to the City Council.

Reporting Requirements and Accountability

A contract will be executed to outline the specific conditions of the project if awarded.

City of College Place Community Grants Program Application

Please limit responses to 3 pages in not less than 10-point type font (not including budget).

Project Description

Contact Person

Name: Rachelle Ellis

Organization Representing: Walla Walla Valley Academy

Contact Address: 300 SW Academy Way

City/State/Zip: College Place, WA 99324

Phone: 509-525-1050

E-mail: ellira@wwva.org

Project Information Description of the project (include project purpose, approach and location).

Walla Walla Valley Academy's auditorium has been used through the years as a gathering place not only for our students, but for multiple community groups as well. It is used for community memorials services, local church Pathfinder events, for WWU graduation events when needed, by Rogers Adventist School for multiple events each year, and weekly by the Walla Walla Valley Band. It has even been pressed into service as a lodging place for incoming high school students for WWU friendship tournaments.

The auditorium has recently had a fresh paint job and the stage area has been redone, but the chairs and flooring are original. We are starting a capital campaign to finish renovating this space to make it nicer for everyone who uses it. We will look at lighting and sound at the same time we redo the flooring and chairs, so the whole auditorium has a facelift.

Please describe how your project relates to the Community Grant Program Goals and the City's Comprehensive Plan Goals and Policies.

This project would align with the Economic Development Policies in the City's Comprehensive Plan. Having an updated space for the community to gather would make College Place a more desirable location. It would also show support for WWVA as a long-standing community service provider. It would strengthen collaboration between WWVA and the community since we would have a nicer facility for them to use. Overall, it would improve the feel of Collage Place as a much needed renovation to a long-standing space used by the community would be updated.

Project Budget (Must provide budget in this format)

Project Revenue	Amount
Grant Request	\$5,000
Cash Match from Applicant	\$14,000 already raised
In-kind match from Applicant	
Cash from other Sources	
• Source:	Donations - fundraising
• Source:	
Total Project Revenue	\$495,000

Project Expenses				
Item	Total Cost	Applicant "In-Kind"	Applicant Cash	Requested Grant
Personnel				
Materials/Supplies				
Conner's Flooring	\$ 30,000			
Nor Pac Seating-800 Chairs	\$360,000			
Concrete flooring	\$ 45,000			
Lighting and Sound	\$ 35,000			
Professional Services				
Other				
Total Expenses	\$495,000			

Project Milestones Provide quarterly milestones, which indicate concrete progress toward the successful achievement of the project's goals.

Milestone	Responsible Party	Projected Date for Completion	Outcome
Money Raised	Josie Baird	5/31/2022	Funds in place
Carpet/Chairs Removed	Wally Garrett	6/30/2022	Auditorium emptied
Floor Redone	Conner's Flooring and Decorative Concrete	7/31/2022	Flooring redone
Chairs Installed	Nor Pac Seating	8/31/2022	Project Completed

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City of College Place Council

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Eligible Locations: Within the City of College Place

Eligible Expenses: Personnel, professional services, supplies and materials, construction costs, public information and outreach.

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Project Description: The description of the project should include project purpose, approach, and location.

Goals: Explain how your project addresses the Grant Program Goals as outlined in the application packet and the City's Comprehensive Plan goals, policies and programs. The Comprehensive Plan itself is available on the City's website at:
http://www.cpwa.us/departments/planning/comprehensive_plan.php

Project Milestones: Provide quarterly milestones which indicate concrete progress toward the successful achievement of the project's goals.

Budget Plan: List each resource needed to complete your project. Please show in-kind, applicant cash, and how much of the City's funds to be spent on this resource.

- The value of volunteer labor as established by the Independent Sector's Value of Volunteer hours https://www.independentsector.org/volunteer_time

- Equipment donated is valued at the hourly rental rate for the equipment used for the project.
- Donated professional services are valued at the “reasonable and customary” rate for the services.

Review Process

A committee comprised of Economic Development, Tourism, and Events Commission as well as Park, Arbor, and Recreation Board members will review written applications. All eligible projects will be forwarded to the Committee and scored using the rating form included in the application packet. Higher ranking projects may be requested to present to the Committee.

The presentation, if requested, is limited to 15 minutes. Please give an overview of the project and how it furthers the City’s goals.

The Committee will make a funding recommendation to the City Council. City Council will make the final determination of funding. Applicants may be asked to present their projects to the City Council.

Reporting Requirements and Accountability

A contract will be executed to outline the specific conditions of the project if awarded.

City of College Place Community Grants Program Application

Please limit responses to 3 pages in not less than 10-point type font (not including budget).

Project Description

Contact Person

Name:

Organization Representing:

Contact Address:

City/State/Zip:

Phone:

E-mail:

Project Information Description of the project (include project purpose, approach and location).

Please describe how your project relates to the Community Grant Program Goals and the City's Comprehensive Plan Goals and Policies.

Project Budget (Must provide budget in this format)

Project Revenue	Amount
Grant Request	
Cash Match from Applicant	
In-kind match from Applicant	
Cash from other Sources	
Source:	
Source:	
Total Project Revenue	

Project Expenses				
Item	Total Cost	Applicant "In-Kind"	Applicant Cash	Requested Grant
Personnel				
Materials/Supplies				
Professional Services				
Other				
Total Expenses				

Project Milestones Provide quarterly milestones, which indicate concrete progress toward the successful achievement of the project's goals.

Milestone	Responsible Party	Projected Date for Completion	Outcome

Return completed Application to:

City of College Place

City Administrator's Office

625 S. College Avenue

College Place, WA 99324

Email: mrizzitiello@cpwa.us

Due Date: January 21st, 2022