

Monday, February 1, 2021

College Place Economic Development, Tourism, and Events Commission- Electronic Meeting
5:00 PM

Meeting may be viewed at: Live Stream on City of College Place, Washington YouTube at https://www.youtube.com/channel/UCbx3qrqzLDL_05NusReSI-g/featured

Or you may call this number to listen: 1-669-900-9128 ID#910 8966 4115

1. Opening Items

Subject :	1.01 Information Only - Not Agenda Item - Discussion Protocol for Virtual Meetings
Meeting :	Feb 1, 2021 - College Place Economic Development, Tourism, and Events Commission- Electronic Meeting
Category :	1. Opening Items
Access :	Public
Type :	Information

Public Content

Virtual Meeting Discussion Protocol:

- After staff presentation of an item, the Chair will request comments from each Member
- After each member has had an opportunity, the Chair will then speak if so desired and Members will use the raise hand feature to notify the Chair of their desire to speak again. However, they will not enter the conversation without first being recognized by the Chair. This should allow for a thorough discussion with everyone having opportunity to express their views while maintaining order.

File Attachments

[Virtual_Meeting_Raise_Your_Hand.pdf \(50 KB\)](#)

Subject :	1.02 Call To Order
Meeting :	Feb 1, 2021 - College Place Economic Development, Tourism, and Events Commission- Electronic Meeting
Category :	1. Opening Items
Access :	Public
Type :	Procedural
Subject :	1.03 Roll Call & Introduction of Mr. Bruce Morehead
Meeting :	Feb 1, 2021 - College Place Economic Development, Tourism, and Events Commission- Electronic Meeting
Category :	1. Opening Items
Access :	Public
Type :	Information

Public Content

Voting Members

Position 1 - Jennifer Fuchs - term expires 12/31/2023

Position 2 - Kelli Leen - term expires 12/31/2025

Position 3 - Doug Case - term expires 12/31/2023

Position 4 - Bill Clemens - term expires 12/31/2025

Position 5 - Jeff Lambert - term ends 12/31/2023

Position 6 - Bruce Morehead - term ends 12/31/2025

Ex-Officio - Kyle Tarbet- WW Valley Chamber of Commerce Representative

Advisory Members

Mike Rizzitiello-City Administrator

Brian Carleton-Finance Director

Lisa Neissl- City Clerk

Executive File Attachments

[Bruce Morehead BOARD AND COMMISSION APPLICATION - CITY OF COLLEGE PLACE.pdf \(69 KB\)](#)

2. Consent Agenda

Subject :	2.01 Approve Agenda for February 1, 2021
Meeting :	Feb 1, 2021 - College Place Economic Development, Tourism, and Events Commission- Electronic Meeting
Category :	2. Consent Agenda
Access :	Public
Type :	Action (Consent)

Consent

Our adopted rules of Parliamentary Procedure, The Standard Code of Parliamentary Procedure by Alice Sturgis, 4th Edition, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all board 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 board member.

Subject :	2.02 Approve Minutes from January 4, 2021
Meeting :	Feb 1, 2021 - College Place Economic Development, Tourism, and Events Commission- Electronic Meeting
Category :	2. Consent Agenda

Access : Public
Type : Action (Consent), Minutes
Minutes : [View Minutes](#) for Jan 4, 2021 - College Place Economic Development, Tourism, and E

File Attachments

[2021-01-04_EDTEC_Draft_Minutes.BoardDocs LT Plus.pdf \(942 KB\)](#)

Consent

Our adopted rules of Parliamentary Procedure, The Standard Code of Parliamentary Procedure by Alice Sturgis, 4th Edition, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all board 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 board member.

Subject : 2.03 Excuse Absence of Commissioners Clemens and Leen.
Meeting : Feb 1, 2021 - College Place Economic Development, Tourism, and Events Commission- Electronic Meeting
Category : 2. Consent Agenda
Access : Public
Type : Action (Consent)

Consent

Our adopted rules of Parliamentary Procedure, The Standard Code of Parliamentary Procedure by Alice Sturgis, 4th Edition, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all board 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 board member.

Subject : 2.04 Approve Consent Agenda - Our adopted rules of Parliamentary Procedure, The Standard Code of Parliamentary Procedure, provide for a consent agenda listing items for approval of the Commission by a single motion. Typically the items listed under the consent agenda are the minutes from previous meetings and the agenda for the current meeting. Documentation concerning these items has been provided to all Commission 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 Commission Member.
Meeting : Feb 1, 2021 - College Place Economic Development, Tourism, and Events Commission- Electronic Meeting
Category : 2. Consent Agenda
Access : Public
Type : Action (Consent)

Recommended Action :

Motion to approve the consent agenda consisting of the agenda for today and the minutes from January 4th, 2021; and excuse the absence of Commissioners Clemens and Leen.

Consent

Our adopted rules of Parliamentary Procedure, The Standard Code of Parliamentary Procedure by Alice Sturgis, 4th Edition, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all board 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 board member.

3. Action Agenda

Subject :	3.01 Downtown Parking Lot USDA Grant Letter of Support
Meeting :	Feb 1, 2021 - College Place Economic Development, Tourism, and Events Commission- Electronic Meeting
Category :	3. Action Agenda
Access :	Public
Type :	Action
Recommended Action :	Motion to submit a letter of support to the USDA Rural Development for the City of College Place Grant Application for a grant to create a municipal parking facility.

Public Content

See attached.

File Attachments

[USDA_Grant_Program.pdf \(113 KB\)](#)

[GrantManagement_PublicWorks_USDA_DowntownParkingLot.pdf \(30 KB\)](#)

4. Reports

Subject :	4.01 Governor Inslee's Healthy Washington Plan - Mr. Rizzitiello
Meeting :	Feb 1, 2021 - College Place Economic Development, Tourism, and Events Commission- Electronic Meeting
Category :	4. Reports
Access :	Public
Type :	Discussion, Information

Public Content

The City Administrator is presenting new information on Governor Inslee's Healthy Washington Plan announced on January 5th, 2021 which replaces the SafeStart Plan and bases reopening activities on data aggregation from EMS region as opposed to county as what was done in SafeStart.

File Attachments

[Presentation.pdf \(1.669 KB\)](#)
[GovernorInslee_MediumPage.pdf \(887 KB\)](#)
[HealthyWashingtonPhasePlan.png \(349 KB\)](#)
[UnionBulletinArticle.pdf \(3,626 KB\)](#)

Administrative File Attachments

[Presentation.pptx \(1,855 KB\)](#)

Subject :	4.02 New Building Codes
Meeting :	Feb 1, 2021 - College Place Economic Development, Tourism, and Events Commission- Electronic Meeting
Category :	4. Reports
Access :	Public
Type :	Discussion, Information

Public Content

See Attached

File Attachments

[AWC_GovernorVetotoBuildingCodeDelay.pdf \(117 KB\)](#)
[Ellensburg_BuildingCodeChange_Flier.pdf \(377 KB\)](#)
[New building codes to arrive in February - Whitman County Gazette.pdf \(596 KB\)](#)

Subject :	4.03 MercyCorps Northwest Microbusiness
Meeting :	Feb 1, 2021 - College Place Economic Development, Tourism, and Events Commission- Electronic Meeting
Category :	4. Reports
Access :	Public
Type :	Discussion, Information

Public Content

See Attached

File Attachments

[CDBG_Microbusiness_Assistance_Grant_Program_Contract_2021-01-12-Partial_Execution.pdf \(8,995 KB\)](#)
[GrantManagement_CommunityDevelopment_CDBG_2020_MercycorpNW_DraftContract.pdf \(252 KB\)](#)

Subject : 4.04 Meadowbrook Blvd. Project
Meeting : Feb 1, 2021 - College Place Economic Development, Tourism, and Events Commission- Electronic Meeting
Category : 4. Reports
Access : Public
Type : Discussion, Information

Public Content

[Meadowbrook Project Website](#)

File Attachments

[COLLEGE PLACE 3-E-177\(005\)-1 Bid Awd UCE.pdf \(149 KB\)](#)

Subject : 4.05 Capital Project Websites
Meeting : Feb 1, 2021 - College Place Economic Development, Tourism, and Events Commission- Electronic Meeting
Category : 4. Reports
Access : Public
Type : Discussion, Information

Public Content

Projects:

[4Bikes](#)

[Central College Place Sidewalks](#)

[Lions Park](#)

[Meadowbrook Blvd.](#)

[SW Wastewater Trunk](#)

[Well #6](#)

[Wastewater Treatment Plant](#)

5. Closing Items

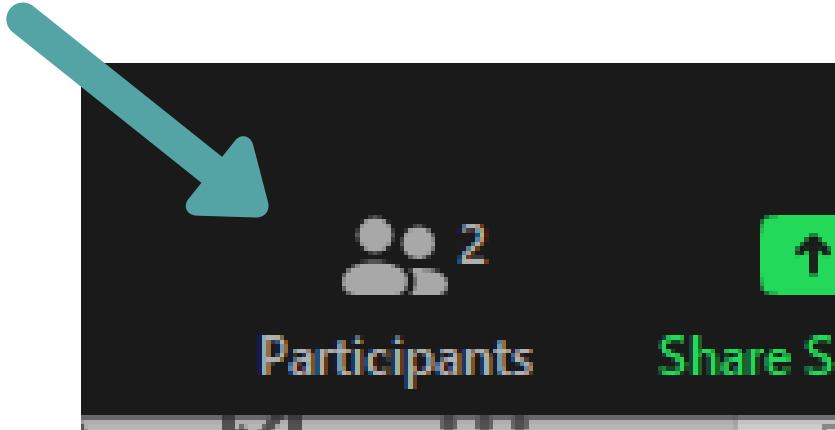
Subject : 5.01 Adjourn
Meeting : Feb 1, 2021 - College Place Economic Development, Tourism, and Events Commission- Electronic Meeting
Category : 5. Closing Items
Access : Public

Type :

Procedural

Zoom Tutorial:

How To Raise Your Hand!



To use the "Raise Hand" function of the meeting software:

Locate
"Participants" at
the bottom of the
meeting window.
Click on it.

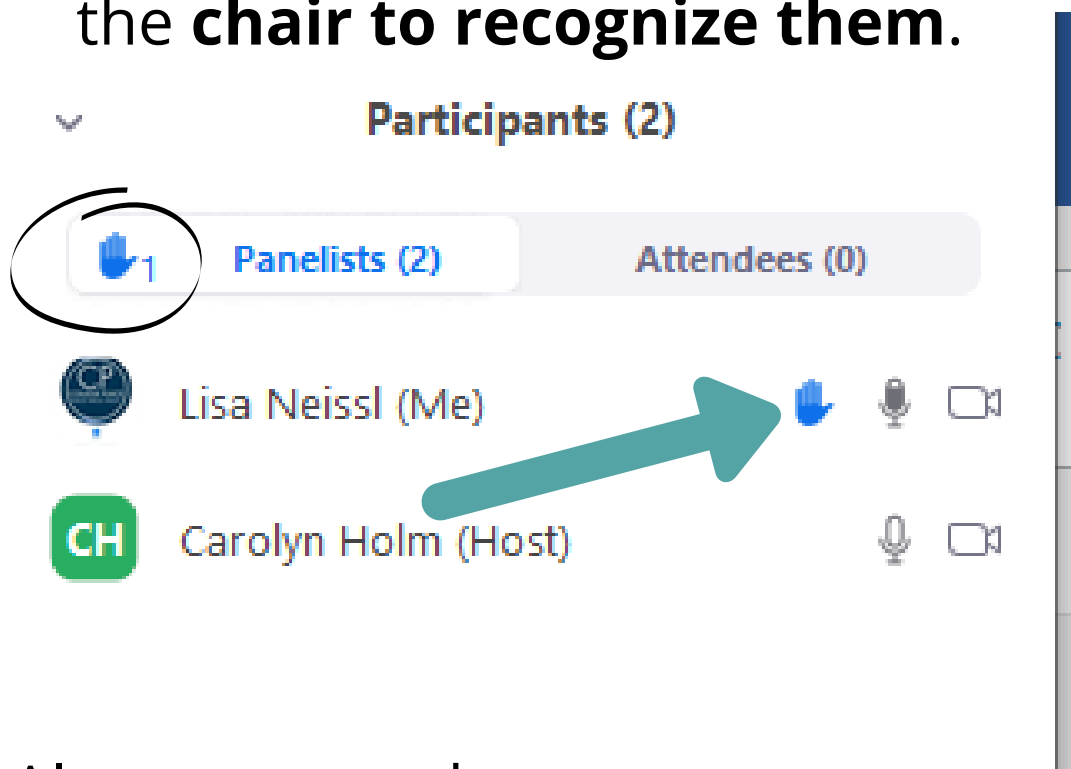
This will bring up a list of the participants. One tab for panelists and another for attendees.

On the bottom right is a button to **Raise Hand**



Zoom Tutorial: How To Raise Your Hand! (Cont.)

The participants tabs will show who and how many are raising their hands to allow the **chair to recognize them**.



Also note, you have easy access to mute/unmute and video settings here.





BOARD AND COMMISSION APPLICATION CITY OF COLLEGE PLACE

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

Date: 12/22/2020

Please Indicate the Board or Commission Applying for: EDTEC Board

Name: ☐ Ms. ☐ Mrs. ☒ Mr. Bruce Morehead	Employer Community Bank	Position & Years Chief Operating Officer <1yr	
Physical Address 1288 SE Commercial Dr.		City College Place	Zip 99324
Home Phone	Cell Phone 425.681.5114	Business Phone 509.593.5275	
Mailing Address ☒ Same as Physical Address	City		Zip
Email Address bmorehead@communitybanknet.com			
How did you hear of the opening? Mike Rizzitiello			
Do you live in the City? If yes, how long have you lived in the City? No		May we keep your name on a list if not appointed at this time? Yes	
Briefly describe your background and experience: I have been in the private sector managing technology, operations, banking and financial services teams for over 30 years. I started with Washington Mutual as a branch manager in 1990, eventually running enterprise customer care from Seattle in 2000. I left the bank in 2006 and did technology work at Microsoft on an AT&T contract and later was lead consultant at Starbucks on a operations and technology engagement. I joined Columbia Bank in 2015 as chief innovation officer and was on the bank's operating committee. In July of 2020, I started with Community Bank in College Place as the bank's COO.			

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

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

I want to help ensure the growth and vitality of business within and around College Place. I have a great deal of interest in seeing small businesses be supported, taxed fairly and not overburdened.

State your goals for the City:

- Appropriately manage budgets and grow revenue.
- Make College Place the most business friendly community possible.
- Continue to enhance the College Place business and residential environments to drive appropriate growth.

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

Or email to: LNeissl@cpwa.us

College Place Economic Development, Tourism, and Events Commission- Electronic Meeting (Monday, January 4, 2021)

Generated by Lisa Neissl on Thursday, December 31, 2020

1. Opening Items

Procedural: 1.01 Call To Order

Chair Lambert called the meeting to order at 5:09 PM

PRESENT:

Commission Members	Kelli Leen, Jeff Lambert, Jenny Fuchs
Ex- Officio	Kyle Tarbet-Walla Walla Chamber of Commerce
Staff	City Administrator, Mike Rizzitiello Finance Director, Brian Carleton; City Clerk, Lisa Neissl;

MEMBERS EXCUSED: Doug Case,
MEMBERS ABSENT: Bill Clemens,

2. Consent Agenda

Action (Consent): 2.01 Approve Agenda for January 4, 2021

Action (Consent), Minutes: 2.02 Approve Minutes from December 7, 2020

Action (Consent): 2.03 Approve Consent Agenda - Our adopted rules of Parliamentary Procedure, The Standard Code of Parliamentary Procedure, provide for a consent agenda listing items for approval of the Commission by a single motion. Typically the items listed under the consent agenda are the minutes from previous meetings and the agenda for the current meeting. Documentation concerning these items has been provided to all Commission 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 Commission Member.

Member Leen made a motion to approve the consent agenda. Second by Member Fuchs and the motion passed 4-0.

3. Action Agenda

Action: 3.01 Selection of Chair/Vice Chair

Member Leen made a motion that Jeff Lambert continue as Chair. Second by Member Fuchs and the motion passed 4-0.

Member Lambert made a motion that Kelli Leen continue as Vice Chair. Second by Member Tarbet and the motion passed 4-0.

Action: 3.02 Modifications to EDTEC Code

Ms. Neissl presented the proposed changes to the code to add another voting member to create an odd number of voting seats as well as a couple of minor administrative changes.

Member Leen made a motion to recommend the suggested changes to the Economic Development, Tourism and Events code to the City Council for approval. Second by Member Fuchs and the motion passed 4-0.

Action: 3.02 2021 Community Event Date Selection - Freedom Festival

Mr. Rizzitiello spoke to the Commission about the date for Freedom Festival.
Discussion ensued.

Member Leen made a motion to recommend the 2021 Freedom Festival be held on Sunday June 27th. Second by Member Lambert and the motion passed 4-0.

Action: 3.03 2021 Fliers

Mr. Rizzitiello presented the proposed economic development marketing fliers for 2021.
Discussion ensued.

Member Lambert made a motion to approve proposed fliers for Fiscal Year 2021. Second by Member Leen and the motion passed 4-0.

4. Reports

Discussion, Information: 4.02 Walla Walla Valley Housing Needs Assessment -

Mr. Rizzitiello reviewed the Housing Needs Assessment report with the Commission. Discussion ensued.

Discussion, Information: 4.03 Mercycorps NW MBA Program -

Mr. Rizzitiello spoke to the Commission about the upcoming cohort of the Mercycorps Northwest MBA Program. He noted that due to grants received, there would be funding for 12 College Place people in the upcoming course.

Discussion ensued.

5. Closing Items

Procedural: 5.01 Adjourn

Member Lambert made a motion to adjourn the meeting at 6:07 PM. Second by Member Leen and, with no objection, the meeting adjourned.

Approved:

Jeff Lambert- Chair

Attest:

Lisa Neissl – City Clerk

The foregoing minutes are the official record of the Economic Development, Tourism, and Events Commission meeting that occurred January 4, 2021. Further detail may be obtained by reviewing the actual audio recording made during this session.



An official website of the United States government
[Here's how you know](#)



Rural Development
U.S. DEPARTMENT OF AGRICULTURE

MENU

HOME › PROGRAMS & SERVICES › RURAL BUSINESS DEVELOPMENT GRANTS › RURAL BUSINESS DEVELOPMENT GRANTS IN WA...

-- Select State --

Rural Business Development Grants in Washington

Overview

To Apply

Other Requirements

Events

Contact

PROGRAM STATUS:

Open

APPLICATION DEADLINE:

Please select your state above to determine the deadline for applications.

Program Fact Sheet

Hoja Informativa del Programa

What does this program do?

This program is designed to provide technical assistance and training for small rural businesses. Small means that the business has fewer than 50 new workers and less than \$1 million in gross revenue.

Who may apply for this program?

Rural public entities including, but not limited to:

- Towns.
- Communities.
- State agencies.
- Authorities.
- Nonprofit corporations.
- Institutions of higher education.
- Federally-recognized tribes.
- Rural cooperatives (if organized as a private nonprofit corporation).

What is an eligible area?

Rural Business Development Grant money must be used for projects that benefit rural areas or towns outside the urbanized periphery of any city with a population of 50,000 or more. Check [eligible areas](#).

What kind of funding is available?

There is no maximum grant amount; however, smaller requests are given higher priority. There is no cost sharing requirement. Opportunity grants are limited to up to 10 percent of the total Rural Business Development Grant annual funding.

How may funds be used?

Enterprise grants must be used on projects to benefit small and emerging businesses in rural areas as specified in the grant application. Uses may include:

- Training and technical assistance, such as project planning, business counseling and training, market research, feasibility studies, professional or/technical reports or producer service improvements.
- Acquisition or development of land, easements, or rights of way; construction, conversion, renovation of buildings; plants, machinery, equipment, access for streets and roads; parking areas and utilities.
- Pollution control and abatement.
- The capitalization of revolving loan funds, including funds that will make loans for start-ups and working capital.
- Distance adult learning for job training and advancement.
- Rural transportation improvement.
- Community economic development.
- Technology-based economic development.

- Feasibility studies and business plans.
- Leadership and entrepreneur training.
- Rural business incubators.
- Long-term business strategic planning.

Opportunity grants can be used for:

- Community economic development.
- Technology-based economic development.
- Feasibility studies and business plans.
- Leadership and entrepreneur training.
- Rural business incubators.
- Long-term business strategic planning.

How are applications evaluated?

All applications are evaluated based on:

- Evidence showing job creation at local businesses.
- Percent of non-federal funding committed to the project.
- Economic need in the area to be served.
- Consistency with local economic development priorities.
- Experience of the grantee with similar efforts.

Other factors are described in the current Notice of Solicitation of Applications (NOSA), if one is published.

How do we get started?

- Applications are accepted through USDA Rural Development's local or state offices. Applicants are advised to view program information specific to your local or state office to learn about local application timelines, concept paper requirements, etc.
- Grant awardees will need to complete required paperwork and comply with the terms and conditions of the award. Contact your local or state office for details.

Who can answer questions?

- Contact your [local office](#).

What law governs this program?

- Basic Program – [7 CFR Part 4280, Subpart E](#). This program is authorized by the Consolidated Farm and Rural Development Act (ConAct).

What governed the predecessor programs of Rural Business Enterprise Grants (RBEG) and Rural Business Opportunity Grants (RBOG), as well as all awards given before FY 2015?

- RBEG Basic Program - [RD Instruction 1942-G](#).
- RBOG Basic Program - [7 CFR Part 4284](#).
- This program was authorized by the Consolidated Farm and Rural Development Act (ConAct).

Why does USDA Rural Development do this?

This program provides grant money to assist with economic development planning and/or the financing or expansion of rural businesses.

NOTE: Because citations and other information may be subject to change, please always consult the program instructions listed in the section above titled “What law governs this program?” You may also contact your [local office](#) for assistance.

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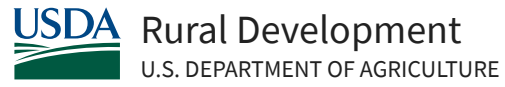
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- Careers
- Report Fraud on USDA Contracts
- Architectural Barriers Act
- No FEAR Act
- Plain Writing
- Open
- FOIA
- Accessibility Statement
- Privacy Policy
- Non-Discrimination Statement
- Anti-Harassment Policy
- Information Quality
- USA.gov
- Whitehouse.gov
- eGov
- Feedback

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City of College Place: Economic Development, Tourism, and Events Commission

USDA – Rural Development

1835 Blacklake Boulevard SW, Suite B,
Olympia, WA, 98512-5715

To whom it may concern,

The College Place Economic Development, Tourism, and Events Commission wishes to write this letter of support for the City's grant application for the USDA-Rural Development Business Development Grant Program. Downtown College Place lacks a shared parking facility which is a significant detriment to the multitude of small business which line the corridor. The City invested over \$15 million dollars to reconstruct College Avenue to be a walkable Downtown corridor. However, the reconstruction yielded less parking which is having adverse effects on the Downtown business community. This grant will help rectify this by helping to create a shared municipal parking facility. Please award a USDA-RD Rural Business Development Grant to the City of College Place to make a city-owned Downtown Parking Lot Facility a reality.

Warm regards,

Jeff Lambert

College Place Economic Development, Tourism, and Events Commission Chair



Synopsis of Healthy Washington Plan

MIKE RIZZITIELLO – CITY
ADMINISTRATOR



History

- May 31st, 2020: Governor Inslee starts four phase, county by county SafeStart Program.
- July 2020: Walla Walla County achieves Phase 2 status in SafeStart Program.
- November 15th, 2020: Governor Inslee announces statewide restrictions for four weeks. Takes away indoor dining. Extends restrictions to January 11th, 2021.
- January 5th, 2021: Governor Inslee replaces SafeStart Plan with Healthy Washington Plan

SAFE START WASHINGTON: **What's Open?** PHASE 2

All activities in Phase 1 are allowed, in addition to the following ...

Recreation

Outdoor recreation involving 5 or fewer people outside your household:

- Camping • Beaches • Some sporting activities

Gatherings

Gather with no more than 5 people outside your household per week.
Indoor spiritual or religious services up to 25% of capacity or 200 individuals (whichever is less). Choirs not allowed.
In-home faith-based services or counseling with up to 5 people.

Travel

Essential travel and travel for activities allowed under Phase 1 and Phase 2

Business

- Manufacturing • Construction • Real estate
- Photography • Pet grooming
- In-home /domestic services (nannies, housecleaning, etc.)
- Retail (in-store purchases allowed with restrictions)
- Professional services /office-based businesses (telework remains strongly encouraged)
- Personal services (hair and nail salons/barbers, tattoo, etc.)
- Restaurants/taverns <50% capacity, table size no larger than 5 (no bar-area seating)
- Limited small group fitness
- Drive-in movie theaters
- Library (curbside pick-up)
- Fitness training and classes with up to 5 participants

▶ Please follow all applicable guidelines and requirements

▶ Staying home is still safest

▶ When out: keep 6 feet of distance, wear a face covering, and stay local



The secretary of health may approve only partial reopening of activities in some counties. To see details about your county, visit the County Status page at www.coronavirus.wa.gov.

Source: WA State Joint Information Center
June 18, 2020

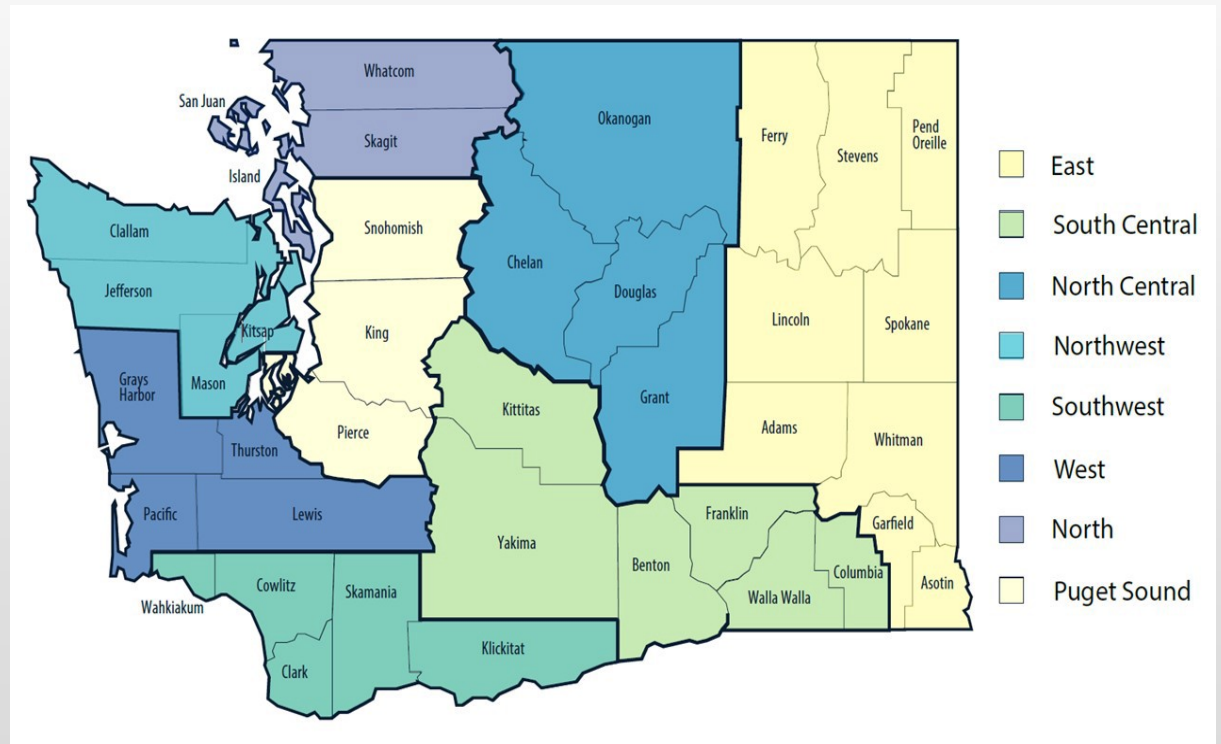
What is the Healthy Washington Plan?

- Plan announced on January 5th, 2021. Youtube Video Here: <https://youtu.be/c1qEZi0JthM>
- Plan is regional as opposed to county-by-county.
- College Place is in the South Central region of the plan. Data will be aggregated from the following counties:
 - Columbia
 - Walla Walla
 - Benton
 - Franklin
 - Yakima
 - Kittitas



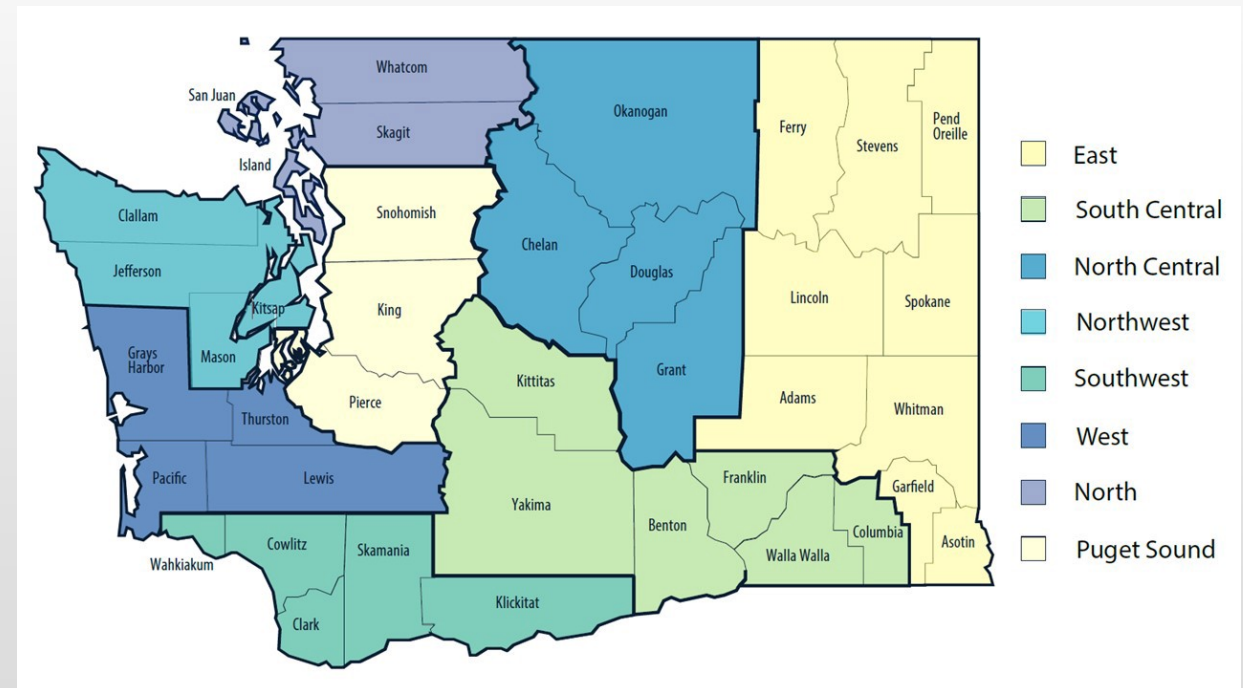
What is the Healthy Washington Plan?

- Plan has two phases.
- Restrictions now done by region level instead of county level.
- Regions can move up or down between Phase 1 or two based on four criteria:
 - Decreasing trend in two-week rate of COVID-19 cases per 100,000 population (decrease > 10%)
 - Decreasing trend in two-week rate new COVID-19 hospital admission rates per 100,000 population (decrease > 10%)
 - ICU occupancy (total-COVID19 and non-COVID-19) of less than 90%
 - COVID-19 test positive rate of < 10%
- To move from Phase 1 to Phase 2 regions must meet all four metrics.



What is the Healthy Washington Plan?

- To remain in Phase 2, regions must meet at least 3 metrics:
 - Decreasing or flat trend in two-week rate of COVID-19 cases per 100,000 population.
 - Decreasing or flat trend in two-week rate new COVID-19 hospital admission rates per 100,000 population.
 - ICU occupancy (total-COVID-19 and non-COVID-19) of less than 90%.
 - COVID-19 test positivity rate of < 10%.
- Regions that fail to meet two or more of the above metrics will be moved back to Phase 1.
- Metrics will be updated on a Risk Assessment Dashboard every Friday.
- Regions will move forward or backward to a Phase the following Monday.



Restrictions in Healthy Washington Plan

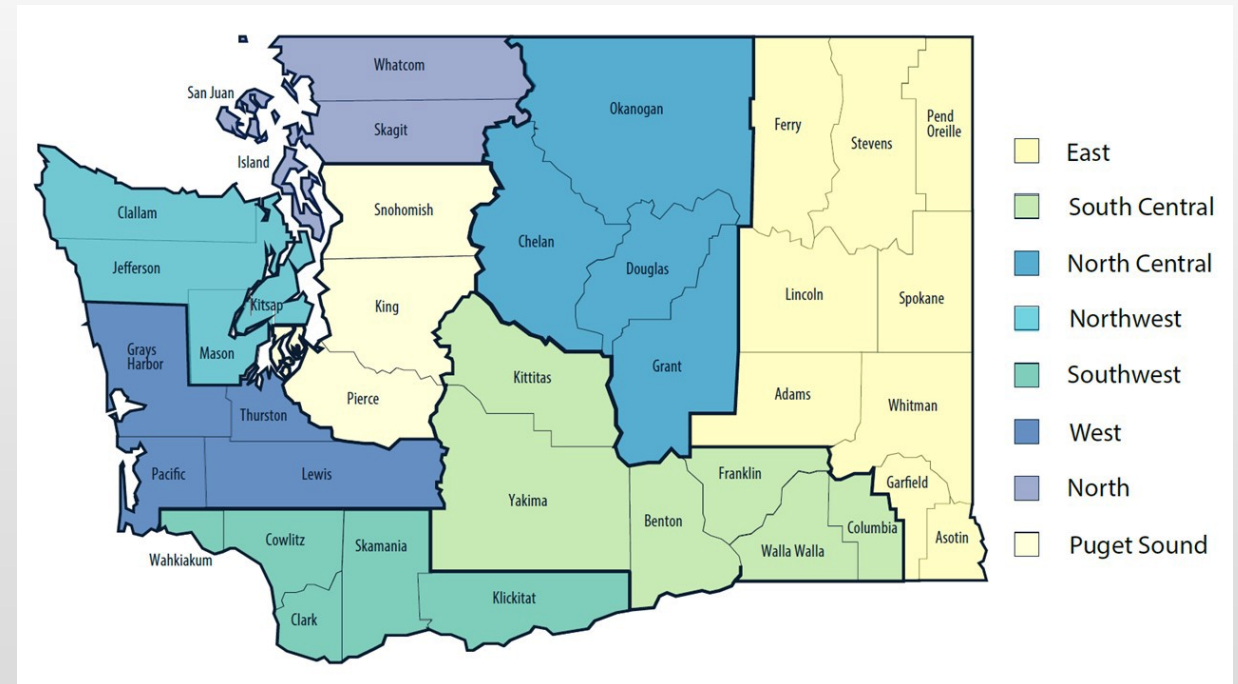
Healthy Washington - Roadmap to Recovery

Activities	Phase 1	Phase 2
Social and At-Home Gathering Size — Indoor	Prohibited	Max of 5 people from outside your household, limit 2 households
Social and At-Home Gathering Size — Outdoor	Max of 10 people from outside your household, limit 2 households	Max of 15 people from outside your household, limit 2 households
Worship Services	Indoor maximum 25% capacity	Indoor maximum 25% capacity
Retail Stores (includes farmers' markets, grocery and convenience stores, pharmacies)	Maximum 25% of capacity, encourage curbside pick-up	Maximum 25% of capacity, encourage curbside pick-up
Professional Services	Remote work strongly encouraged, 25% capacity otherwise.	Remote work strongly encouraged, 25% capacity otherwise.
Personal Services	Indoor maximum 25% capacity.	Indoor maximum 25% capacity.
Eating and Drinking Establishments (establishments only serving individuals 21+ and no food remain closed)	Indoor dining prohibited. Outdoor dining, 11 PM close, maximum 6 per table, limit 2 households per table	Indoor dining available 25% capacity, 11 PM close. Outdoor dining available, maximum 6 per table, limit 2 households per table
Weddings and Funerals	Ceremonies are limited to a total of no more than 30 people. Indoor receptions, wakes, or similar gatherings in conjunction with such ceremonies are prohibited.	Ceremonies and indoor receptions, wakes, or similar gatherings in conjunction with such ceremonies are permitted and must follow the appropriate venue requirements. If food or drinks are served, eating and drinking requirements apply. Dancing is prohibited.
Indoor Recreation and Fitness Establishments (includes gyms, fitness organizations, indoor recreational sports, indoor pools, indoor K-12 sports, indoor sports, indoor personal training, indoor dance, no-contact martial arts, gymnastics, climbing)	Low risk sports (including dance, no-contact martial arts, gymnastics, and climbing) permitted for practice and training only in stable groups of no more than 5 athletes. Appointment based fitness/training: 45-minute max session, no more than 1 customer/athlete per room or per 500/sq. ft. for large facilities.	Low and moderate risk sports competitions permitted (no tournaments). Fitness and training maximum 25% capacity.
Outdoor Sports and Fitness Establishments (outdoor fitness organizations, outdoor recreational sports, outdoor pools, outdoor parks and hiking trails, outdoor campsites, outdoor K-12 sports, outdoor sports, outdoor personal training, outdoor dance, outdoor motorsports)	Low and moderate risk sports permitted for practice and training only (no tournaments). Outdoor guided activities, hunting, fishing, motorsports, parks, camping, hiking, biking, running, snow sports, permitted.	Low, moderate, and high-risk sports competitions allowed (no tournaments), maximum 200 including spectators.
Indoor Entertainment Establishments (includes aquariums, indoor theaters, indoor arenas, indoor concert halls, indoor gardens, indoor museums, indoor bowling, indoor trampoline facilities, indoor cardrooms, indoor entertainment activities of any kind, indoor event spaces)	Private rentals/tours for individual households of no more than 6 people permitted. General admission prohibited.	Maximum 25% capacity. If food or drinks are served, eating and drinking requirements apply.
Outdoor Entertainment Establishments (includes zoos, outdoor gardens, outdoor aquariums, outdoor theaters, outdoor stadiums, outdoor event spaces, outdoor arenas, outdoor concert venues, rodeos)	Ticketed events only: Groups of 10, limit 2 households, timed ticketing required.	Groups of 15, limit 2 households per group, maximum 200 including spectators.

NOTE: Live entertainment is no longer prohibited but must follow guidance above for the appropriate venue. Long-term Care facilities, professional and collegiate sports remain governed by their current guidance/proclamations separate from this plan.

Potential Problems?

- No input from cities and business sectors.
- With county-by-county opening it was straight forward to coordinate activities since Walla Walla County has Unified Command. Coordinating activities between all the counties will be very unwieldy.
- This groups Walla Walla County with Counties that historically have had much higher COVID-19 case counts thus compromising our ability to move up a phase level as opposed to if we were left within the original SafeStart Plan.



Inslee announces “Healthy Washington–Roadmap to Recovery”

The state will shift to a two-phase system in accordance with regional case counts.



WA Governor’s Office

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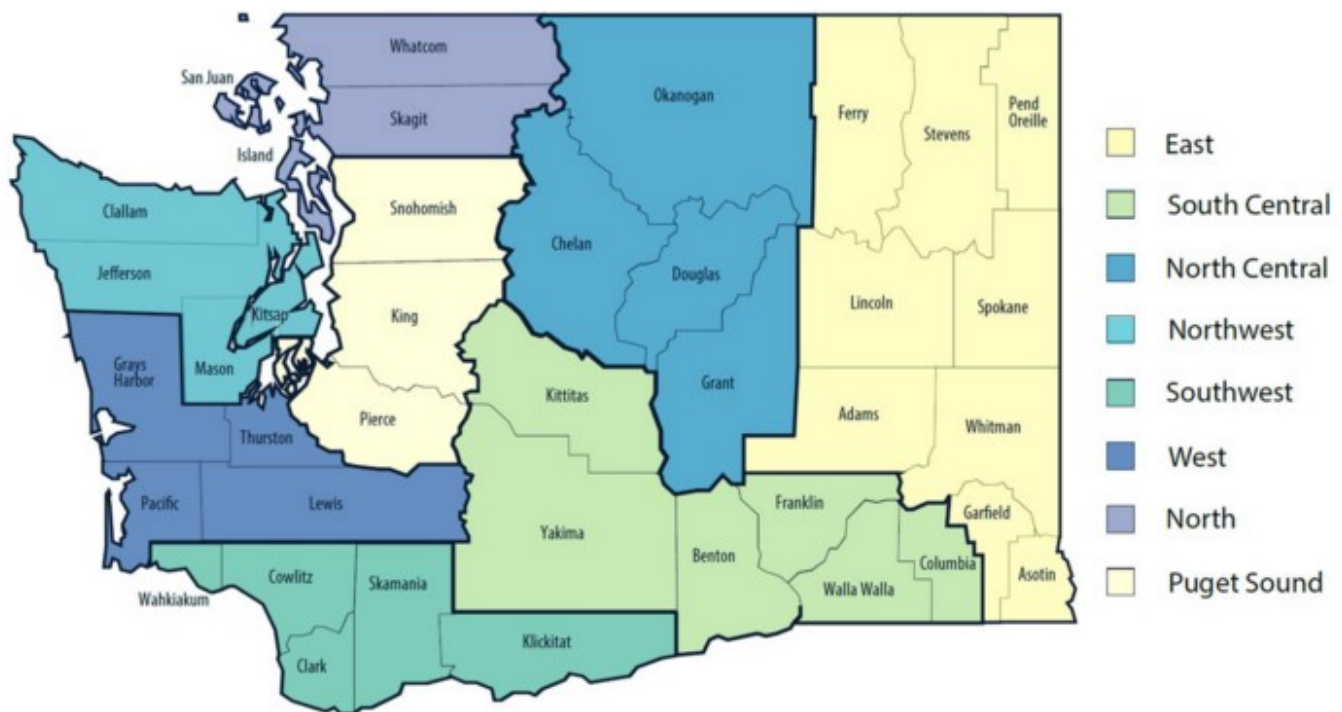
Gov. Jay Inslee today announced “Healthy Washington — Roadmap to Recovery,” a COVID-19 phased recovery plan. Beginning on January 11, the state will follow a regional recovery approach with every region beginning in Phase 1.

“No one was untouched by the effects of the pandemic in 2020; many have and continue to suffer through no fault of their own,” Inslee said during a press conference Tuesday.

“We aren’t out of this yet, but we are close to turning the corner on COVID-19 and this third wave of infection.”

Washington has avoided overwhelming the state’s health care systems throughout this pandemic so far through rigorous safety measures, such as physical distancing and masking, as well as social and economic restrictions. This new recovery system aims to safely ease some restrictions while also maintaining crucial hospital capacity, ensuring care for Washingtonians that need it and paving the way for economic recovery.

Regions



The regions are mostly based on Emergency Medical Services (EMS) regions used for evaluating healthcare services. There will be eight regions of four or more counties, divided according to available health care services based on metrics such as hospitalizations, case data and disease mobility.

The eight regions are as follows:

- **Central:** King, Pierce, Snohomish
- **East:** Adams, Asotin, Ferry, Garfield, Lincoln, Pend Oreille, Spokane, Stevens, Whitman

- **North:** Island, San Juan, Skagit, Whatcom
- **North Central:** Chelan, Douglas, Grant, Okanogan
- **Northwest:** Clallam, Jefferson, Kitsap, Mason
- **South Central:** Benton, Columbia, Franklin, Kittitas, Walla Walla, Yakima
- **Southwest:** Clark, Cowlitz, Klickitat, Skamania, Wahkiakum
- **West:** Grays Harbor, Lewis, Pacific, Thurston

“Our intent is to ensure that regions, the communities within them, and our state as whole have a balanced path toward recovery from the pandemic that relies on multiple key metrics that look at disease trajectory and health system capacity” said Deputy Secretary for COVID Response Lacy Fehrenbach. “This plan offers the start of clear way forward as we continue to slow the spread of COVID-19, while we get more people vaccinated over the next few months.”

Metrics

A region’s phase will be determined by the Department of Health (DOH) in response to four metric requirements. The final metrics for regions will be calculated on Friday, January 8 and will be effective January 11.

To go forward from Phase 1 to Phase 2, regions must meet all four metrics:

- **Decreasing trend in two-week rate of COVID-19 cases per 100K population** (decrease >10%)
- **Decreasing trend in two-week rate new COVID-19 hospital admission rates per 100K population** (decrease >10%)
- **ICU occupancy** (total — COVID-19 and non-COVID-19) **of less than 90%**
- **COVID-19 test positivity rate of <10%**

To remain in Phase 2, regions must meet at least 3 metrics:

- **Decreasing or flat trend in two-week rate of COVID-19 cases per 100K population**

- **Decreasing or flat trend in two-week rate new COVID-19 hospital admission rates per 100K population**
- **ICU occupancy (total — COVID-19 and non-COVID-19) of less than 90%**
- **COVID-19 test positivity rate of <10%.**

Regions that fail to meet two or more of the above metrics will be moved back to Phase 1.

The metrics for each region will be updated on the Risk Assessment Dashboard every Friday. Dependent on a region's metrics, DOH will move into a new phase — forward or backward — the following Monday.

DOH and local health departments reserve the right to move a region outside of this timing, and additional phases may be added as the state's COVID-19 situation changes with continued vaccine distribution and other changes in public health response.

"Our goal is to reopen our economy safely, and to do it as quickly as possible. Every week, we plan on tracking our ongoing progress in protecting our communities against COVID-19," said Secretary of Health Umair Shah. "The governor's new plan will allow all of us to understand what measures are being used for the path forward including when it makes sense to ease restrictions across the state."

Healthy Washington - Roadmap to Recovery

Activities	Phase 1	Phase 2
Social and At-Home Gathering Size — Indoor	Prohibited	Max of 5 people from outside your household, limit 2 households
Social and At-Home Gathering Size — Outdoor	Max of 10 people from outside your household, limit 2 households	Max of 15 people from outside your household, limit 2 households
Worship Services	Indoor maximum 25% capacity	Indoor maximum 25% capacity
Retail Stores (includes farmers' markets, grocery and convenience stores, pharmacies)	Maximum 25% of capacity, encourage curbside pick-up	Maximum 25% of capacity, encourage curbside pick-up
Professional Services	Remote work strongly encouraged, 25% capacity otherwise.	Remote work strongly encouraged, 25% capacity otherwise.
Personal Services	Indoor maximum 25% capacity.	Indoor maximum 25% capacity.
Eating and Drinking Establishments (establishments only serving individuals 21+ and no food remain closed)	Indoor dining prohibited. Outdoor dining, 11 PM close, maximum 6 per table, limit 2 households per table	Indoor dining available 25% capacity, 11 PM close. Outdoor dining available, maximum 6 per table, limit 2 households per table
Weddings and Funerals	Ceremonies are limited to a total of no more than 30 people. Indoor receptions, wakes, or similar gatherings in conjunction with such ceremonies are prohibited.	Ceremonies and indoor receptions, wakes, or similar gatherings in conjunction with such ceremonies are permitted and must follow the appropriate venue requirements. If food or drinks are served, eating and drinking requirements apply. Dancing is prohibited.
Indoor Recreation and Fitness Establishments (includes gyms, fitness organizations, indoor recreational sports, indoor pools, indoor K-12 sports, indoor sports, indoor personal training, indoor	Low risk sports (including dance, no-contact martial arts, gymnastics, and climbing) permitted for practice and training only in stable groups of no more than 5 athletes. Appointment based fitness/training; 45-minute max session, no more than 1	Low and moderate risk sports competitions permitted (no tournaments). Fitness and training maximum 25% capacity.

dance, no-contact martial arts, gymnastics, climbing)	customer/athlete per room or per 500/sq. ft. for large facilities.	
Outdoor Sports and Fitness Establishments (outdoor fitness organizations, outdoor recreational sports, outdoor pools, outdoor parks and hiking trails, outdoor campsites, outdoor K-12 sports, outdoor sports, outdoor personal training, outdoor dance, outdoor motorsports)	Low and moderate risk sports permitted for practice and training only (no tournaments). Outdoor guided activities, hunting, fishing, motorsports, parks, camping, hiking, biking, running, snow sports, permitted.	Low, moderate, and high-risk sports competitions allowed (no tournaments), maximum 200 including spectators.
Indoor Entertainment Establishments (includes aquariums, indoor theaters, indoor arenas, indoor concert halls, indoor gardens, indoor museums, indoor bowling, indoor trampoline facilities, indoor cardrooms, indoor entertainment activities of any kind, indoor event spaces)	Private rentals/tours for individual households of no more than 6 people permitted. General admission prohibited.	Maximum 25% capacity. If food or drinks are served, eating and drinking requirements apply.
Outdoor Entertainment Establishments (includes zoos, outdoor gardens, outdoor aquariums, outdoor theaters, outdoor stadiums, outdoor event spaces, outdoor arenas, outdoor concert venues, rodeos)	Ticketed events only: Groups of 10, limit 2 households, timed ticketing required.	Groups of 15, limit 2 households per group, maximum 200 including spectators.

NOTE: Live entertainment is no longer prohibited but must follow guidance above for the appropriate venue. Long-term Care facilities, professional and collegiate sports remain governed by their current guidance/proclamations separate from this plan.

Phase 1

All regions will begin in Phase 1, because of current metrics.

Phase 1, for the most part, aligns with restrictions current in place for most counties today, with a few key exceptions. Indoor fitness and outdoor entertainment, for example, were both previously prohibited, but will now be permitted with restrictions.

Currently, all indoor fitness is entirely prohibited. DOH now believes that the state can safely allow appointment-based fitness and training where there is no more than 1 customer per room or 500 square feet for large facilities. This will allow gyms to schedule people wanting to come in to work out in a safe way to ensure activity during winter months. Masks and physical distancing are required.

Outdoor entertainment establishes will be permitted to reopen in Phase 1, including zoos, outdoor theaters and concert venues, and rodeos, among other outdoor venues. Operation must be by ticketed event only with groups of 10 maximum with a limit of two households. Timed ticketing is required, as well as facial coverings and physical distancing.

Indoor gatherings and indoor dining remain prohibited. Outdoor dining with a maximum of six and limit for two households per table is permitted with an 11:00 PM close.

Retail, worship services, personal services, and professional services — where remote work isn’t available—are limited to 25% capacity.

Phase 2

Once a region meets all four required health metrics, they will be permitted to move from Phase 1 to Phase 2. This phase sees some relaxation in regulations, but masks and physical distancing are still required statewide for all activities.

Indoor social gatherings with people outside of the household begins being permitted in Phase 2 with a max of 5 people from outside the household and limit of two households. Outdoor social gatherings maximum in this phase is increased to 15 individuals from two households.

In Phase 2, indoor dining will be permitted with a maximum 25% capacity and an 11:00 PM close. All other indoor activities must also follow a 25% capacity limit. This includes retail, entertainment and groceries, as well as personal and professional services.

Indoor fitness must also follow the 25% capacity limit.

In Phase 2 moderate risk indoor sports and all sports outdoors gain flexibility to have league games and competitions, which will help ensure opportunities for kids to be active, which is especially important during winter months and as kids navigate virtual or hybrid schooling.

Outdoor entertaining may host groups of up to 15 with the two-household limit and an overall 75 person maximum. Wedding and funeral ceremonies and indoor receptions may take place following the appropriate venue requirements. Food and drink service limited to restaurant guidance.

Read the full phase activity chart here.

*"It's a new year, and COVID-19 is no longer new to us," **Inslee said.** "We've learned a lot; we've struggled a lot; we've accomplished a lot. Washingtonians are undeterred. This battle continues, but the turning point is on its way."*

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Healthy Washington - Roadmap to Recovery

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NOTE: Live entertainment is no longer prohibited but must follow guidance above for the appropriate venue. Long-term Care facilities, professional and collegiate sports remain governed by their current guidance/proclamations separate from this plan.

https://www.union-bulletin.com/news/inslees-new-reopening-plan-causes-concern-among-leaders-business-community-in-walla-walla-columbia-counties/article_ade71985-4e57-5375-8b68-b3e047b5b7c2.html

EXCLUSIVE

SPOTLIGHT

Inslee's new reopening plan causes concern among leaders, business community in Walla Walla, Columbia counties

By the Walla Walla Union-Bulletin
Jan 6, 2021



By the Walla Walla Union–Bulletin

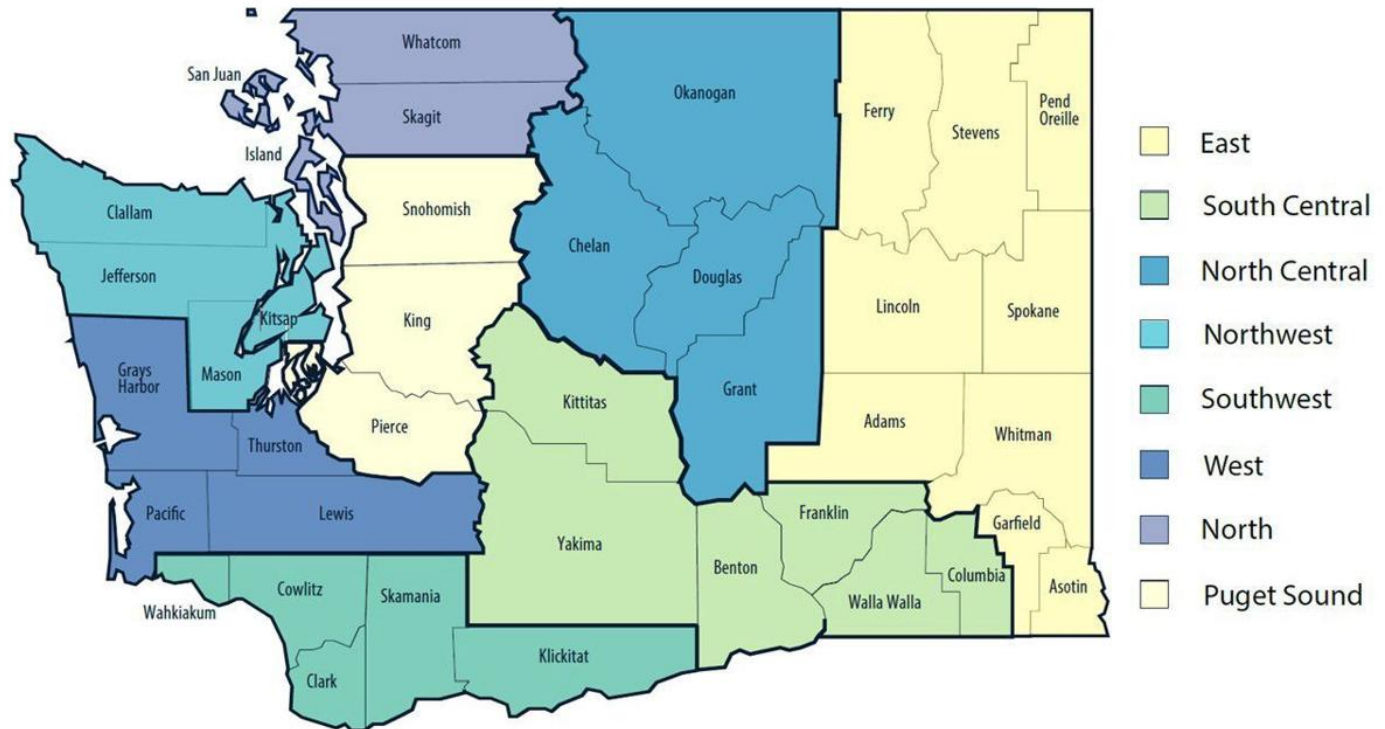
Walla Walla Valley leaders are still reeling from news out of Gov. Jay Inslee’s office Tuesday regarding a new, two–phased and regionalized system for reopening the economy during this COVID–19 pandemic.

Inslee’s goal was to ultimately make it easier for communities to progress to more reopenings, but locals are concerned about being lumped into a “South Central” region with much larger counties experiencing significant virus outbreaks including Yakima and Benton counties.

The South Central region includes Walla Walla, Columbia, Benton, Franklin, Kittitas, and Yakima counties. Yakima, Benton and Franklin counties were three of the last counties to advance out of Inslee’s initial Phase 1.

Now counties within a region will depend on each other to meet a set of health metrics to move into Phase 2 and remain there.

“No county can move forward unless the entire region moves forward,” said Washington State Department of Health spokeswoman Ginny Streeter.



Walla Walla and Columbia counties are part of the new South Central region, which also includes Benton, Franklin, Yakima and Kittitas counties.

Courtesy photo

Immediate impacts

Starting Monday, every county in Washington state will be in the new Phase 1, which prohibits social gatherings indoors, including dining. It limits indoor capacity to 25% at retail outlets, worship services and locations that provide personal and professional services where remote work isn't available, according to the announcement.

The new Phase 1 isn't a step back for most counties but sets current restrictions as the bar, with progress to Phase 2 restricted until all counties in a region meet certain requirements.

For instance, Phase 1 will allow for indoor fitness and outdoor entertainment, both previously prohibited state-wide but now permitted with restrictions. (See graph for more information on phases.)



Courtesy image

To move into Phase 2, all counties in a region must have:

- A decreasing trend in the two-week rate of COVID-19 cases per 100,000 people.
- A decreasing trend in the two-week rate of new COVID-19 hospital admission rates per 100,000 people.
- An intensive care unit occupancy of less than 90%.
- A COVID-19 test positivity rate of less than 10%.

For comparison, Walla Walla County's most recent data on the state's website shows a positive testing rate of 23% and an upward trend of 1,119 new cases per 100,000 over two weeks.

Columbia County has a positive testing rate of almost 17% and 337 new cases per 100,000 over two weeks.

Benton County has a positivity rate of 19% and a two-week upward trend of 613 new cases per 100,000.

Yakima County is at a 36% positivity rate with an upward trend of 940 new cases per 100,000 over two weeks.

Data on hospital admission rates and ICU occupancy hasn't been as easy to find online.

Inslee said the final metrics for regions will be calculated on Friday and will be effective Monday.

Dr. Christopher Hall, chief medical officer for Providence St. Mary Medical Center, said Wednesday he has some concern over being tied to nearby counties with higher COVID-19 case rates.

Thanks to strong partnerships in this community and knowledgeable people in place, Walla Walla County is probably the furthest Washington county along in vaccination efforts, Hall said.

So far that's included getting hospital personnel, emergency medical responders and dental office staff vaccinated, he said.

As of Wednesday, more than 1,300 vaccine shots had been given, which includes second doses for some people, Hall said.

Next on the list is helping school districts engineer a safe return to in-person classes by providing testing and other measures, he said.

That effort will be followed by moving farther out into groups most medically at risk, such as the very elderly in congregate care situations, and situationally at risk, such as grocery store employees.

Added up, that means Walla Walla County is doing better at targeting COVID-19 prevention than some areas of the state, Hall said.

The hospital leader said he knows Inslee had input from health experts in designing the two-phased approach, but to fully understand the plan and its impact on the community here will take more study from local health authorities.

The Walla Walla County's Department of Community Health and Walla Walla County commissioners had no comment. Walla Walla City Manager Nabel Shawa was not reached by press time.

Valley business concerns

For Walla Walla Valley business leaders, the reaction was less than enthusiastic — “disappointed” was a word they echoed.

Walla Walla Valley Chamber of Commerce CEO Kyle Tarbet said he has seen several state business organizations unsuccessfully try to lobby Inslee's office.

Tarbet said there has been little to no communication from the governor to business organizations such as the Washington Hospitality Association, the Association of Washington Businesses and the Washington Chamber of Commerce.

Niki Reading, a spokesperson for the Hospitality Association, said Tuesday evening's announcement "is not a roadmap to recovery. It is a roadmap to a near-complete collapse of Main Street neighborhood restaurants and hospitality businesses."

AWB President Kris Johnson called the plan "an incomplete map at best," according to a release Tuesday.

Tarbet said he was not confident about a swift economic recovery for Walla Walla and Columbia counties now that they were tied to the medical success of Yakima, Benton and Franklin counties, three areas that saw staggering hospitalization numbers in 2020.

He said one of his main concerns was the close communication of local agencies and organizations in the Walla Walla Valley, which he applauded, suddenly potentially taking a backseat.

"Now we're lumped into a region where there's no elected official that's accountable for this," Tarbet said. "There's no regional administration that we can reach out to for help or coordination in our guidance. It's frustrating now to try to change what we've been doing. Do we have to coordinate with these other counties now? I'm just not really sure what we need to be doing."

Tarbet said trust toward Inslee among business owners would be much greater if business leaders were allowed to sit at the decision-making table or even to just get more advanced notice when changes are coming.

Downtown Walla Walla Foundation Executive Director Kathryn Witherington said there were actually a few bright spots in the new Phase 1 that give places like gyms and hair salons some easier rules that could allow for some increased business.

But, Witherington noted, it could be a slow recovery, on top of the fact that it's the typically slow winter season in the aftermath of a brutal economic crisis.

"For most of our businesses, nothing changes from where they currently are," Witherington said. "It is contingent on our health region, which is a concern ... That is something that I hope will go well."

Witherington said she was also hopeful about new Paycheck Protection Program loans from the U.S. Small Business Administration, which are much larger in the most recent congressional relief bill compared to the original loans approved from earlier in 2020.

Witherington emphasized shopping local and staying positive during the reopening plan.

"The focus will continue to remain on what we can do as a community to support our friends and neighbors throughout this incredibly challenging time," Witherington said.

Low-risk sports are permitted in small groups for practice and training, and appointment-based fitness and training for larger facilities.

Walla Walla YMCA CEO Karen Hedine announced fitness centers would open Monday with restrictions. Only pools at the YMCA had been open during Inslee's recent shutdown.

Reservations and masks will be required and YMCA members must reserve their place in the fitness center at least 45 minutes in advance, she said.

Hedine commended the governor's plan, "Healthy Washington–Roadmap to Recovery."

"We support the governor's plans to get this community as healthy as possible as soon as possible," Hedine said.

"This goes along with our mission of social responsibility. I believe the governor has taken a nice step forward to help get people back in a fitness regimen. It's been said mental health improves with physical health, so it's good that he's opening fitness centers with strong regulations."

Jazzercise Walla Walla owner Janet Byerly suspects they will have to remain closed for a while longer.

"What are we going to do? I don't know," Bylerly said. "It's a little bit vague. They talk about large facilities, and that masks will be required so I'm not real sure about this but I think we should wait a little while before we can reopen. It should have had a little more detail in the restrictions."

Columbia County setbacks

Unlike Walla Walla County and the other counties in the region, Columbia County was in Phase 3 of Inslee's original reopening plan. The small county's relatively low COVID-19 case rate allowed it to move through the initial phases more quickly than other

counties.

The move to the new Phase 1 does not bring much in the way of new restrictions or closures, Columbia County Public Health Administer Martha Lanman said, because the county was already affected by tighter restrictions the governor added in November.

These included re-closing dine-in restaurant service, movie theaters and gyms and reduced retail capacity back to 25% and already put Phase 3 counties back in line with Phase 2 counties.

Lanman said the biggest impact this new approach will have on Columbia County will come as the region aims to advance to the new Phase 2.

“Because of our size and numbers, we were one of the first counties to open in Phase 2 and then Phase 3,” Lanman said. “Now, it will be more of a challenge because we will be lumped in with the other counties ... To be lumped into a regional system is going to be challenging for our community.”

Columbia County Commissioner Marty Hall said he was concerned.

“It’s frustrating to me that we, in Columbia County, are lumped in with Yakima County and Benton and Franklin counties,” Hall said. “Our dynamics here are completely different, both in size and in how the disease has affected us.”

Hall, a new commissioner who has said he feels the economy needs to reopen faster, said this new plan is another roadblock.

“I’m afraid now that we will be one of the last ones to gain back the rest of our freedoms,” Hall said

South Central Region Health Data

Data on counties in the newly formed South Central region according to most recent census and Department of Health COVID-19 information available, including percentage of deaths to positive tests:

Yakima County — Pop. 249,679; cases, 20,712; deaths 325 or 1.6%; hospitalizations, 1,110.

Benton County — Pop. 197,518; cases 12,063, deaths 165 or 1.4%; hospitalizations, 641.

Franklin County — Pop. 92,009; cases 9,040; deaths 84 or 0.9%; hospitalizations, 466.

Walla Walla County — Pop. 60,365; cases 3,616; deaths 38 or 1.1%; hospitalizations, 192.

Kittitas County — Pop. 45,897; cases 1,791; deaths 27 or 1.5%; hospitalizations, 47.

Columbia County — Pop. 3,992; cases 87; deaths 4 or 4.6%; hospitalizations, 14.

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Advocacy

Published on Jan 22, 2021

Building code changes go into effect February 1

Contact: [Carl Schroeder](#), [Shannon McClelland](#)

An emergency rule adopted by the State Building Code Council to further delay implementation of the 2018 building code changes has been repealed by the Governor. The code will go into effect on February 1, 2021 as previously scheduled.

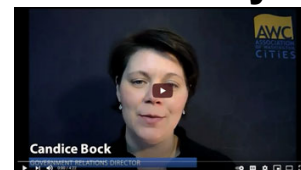
On January 8 of this year, the State Building Code Council passed an emergency rule providing for another extension of the effective date of the 2018 building codes to July 1, 2021. This was met with opposition from the Washington State Fire Marshalls Association and the Washington Association of Building Officials, who both requested that the Governor veto the emergency rule.

In his veto letter, the Governor gave the following reasoning:

The implementation of the 2018 codes has already been delayed, due to the COVID-19 pandemic so as to allow builders, building officials, and other key stakeholders the opportunity to adjust and prepare to safely implement the codes. These delays, granted at the request of industry, allowed more time for individuals and local jurisdictions to receive safe training on the new codes as well as to shore up the necessary supply chains that had been compromised by the pandemic. But now, almost a year after the pandemic's arrival in Washington and almost eighteen months since the 2018 codes were originally adopted, there is no need for further delay.

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NEW 2018 BUILDING CODES

2018 Code Effective Date extended to February 1, 2021:

Initially, the WA State Governor delayed the adoption of all of the new 2018 Building Codes from July 1, 2020, until November 1, 2020 because of the COVID-19 situation.

Subsequently, at a Special Council meeting on June 26, 2020, the Washington State Building Code Council voted to extend the effective date to February 1, 2021.

<https://sbcc.wa.gov/news/2018-code-effective-date-extended-february-1-2021>

1. Overview of the Key Changes to the 2018 I-Codes:

This webpage is developed by the International Code Council and gives a brief overview of the major changes to all of the International Codes (i.e. Commercial, Residential, Fire, Mechanical, Gas, Existing, etc.). <https://www.iccsafe.org/about/periodicals-and-newsroom/key-changes-in-the-2018-i-codes/>

2. 2018 IRC Significant Changes:

Handout developed by the International Code Council. This handout identifies important changes in the IRC from 2015 to 2018 edition. <https://www.iccsafe.org/wp-content/uploads/2018-IRC-UPDATE-Handout-9-1-17.pdf>

3. 2018 IBC Significant Changes:

Handout developed by the International Code Council. This handout identifies important changes in the IBC from 2015 to 2018 edition. <https://www.iccsafe.org/wp-content/uploads/2018-IBC-UPDATE-Handout-9-1-17.pdf>

4. 2018 IRC Significant Changes:

Video developed by the International Code Council-Georgia
<https://vimeo.com/255977780>

5. 2018 IBC and 2018 IRC Significant Changes Related to Wood Construction:

Well produced video by the American Wood Council. The IRC presentation begins at 57:20 minutes. <https://www.youtube.com/watch?v=z3bZJCXBDV0>

6. 2018 IRC Significant Changes to Deck Provisions:

Well produced video by the American Wood Council.
<https://www.youtube.com/watch?v=tRMXhsKrnnI>

Whitman County Gazette - Serving Whitman County since 1877

New building codes to arrive in February



By [Garth Meyer](#)
Whitman County Gazette

COLFAX — New statewide building codes take effect Feb. 1.

Items the new code will affect include types of heat pumps, water heaters, insulation, heat-recovery ventilation and the amount of required panes in windows.

“The significant changes are with the Washington State Residential Energy Code,” State Building Code Council Managing Director Richard Brown said.

The updates stem from a 2009 state mandate to target energy reduction by 2030. In energy credits, this takes it from 3.5 energy credits to six required for a 2,000-square-foot house.

“I don’t think it’ll be real popular,” [Whitman County](#) Building Inspector Dan Gladwill said. “The new energy code is strict and kind of hard to meet.”

Local building permits sought before Feb. 1 will be granted under existing rules.

“It’s gonna be a major effect on the price of a house and everybody’s jobs,” Renstrom Homes owner Ken Renstrom of Garfield said.

He estimated a \$4,000-\$8,000 increase on electrical costs per new house and \$10,000-\$20,000 in building costs.

Garth Meyer, Reporter

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Interagency Grant Agreement with

City of College Place

through

Community Development Block Grant (CDBG) Program

General Purpose Grant

For

Microbusiness Assistance Grant Program

Start date: September 10, 2020

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FACE SHEET

Contract Number: 20-62210-031

Washington State Department of Commerce
Local Government Division
Community Assistance and Research Unit
CDBG General Purpose Grant

1. Grantee City of College Place 625 S College Ave College Place, WA 99324		2. Grantee Doing Business As (optional) N/A	
3. Grantee Representative Mike Rizzitiello, City Administrator Phone: (509) 394-8506 Email: mrizzitiello@ci.college-place.wa.us		4. COMMERCE Representative Eric Guida, Project Manager Address: Phone: (360) 725-3044 PO Box 42525 Fax: (360) 586-8440 1011 Plum Street SE eric.guida@commerce.wa.gov Olympia, WA 98504	
5. Grant Amount \$120,000	6. Funding Source Federal: ☒ State: ☐ Other: ☐ N/A: ☐	7. Start Date 9/10/2020	8. End Date 1/31/2023
9. Federal Funds (as applicable) \$120,000	Federal Agency: U.S. Department of Housing And Urban Development (HUD)	CFDA Number: 14.228	Indirect Rate (if applicable): N/A
10. Tax ID # 91-6001412	11. SWV # 0028965-00	12. UBI # 369000564	13. DUNS # 02-741-6270
14. Grant Purpose Microbusiness Assistance Grant Program. A full description of the project is in Attachment "A" Scope of Work and Budget.			
15. Signing Statement COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and Attachments and have executed this Grant on the date below to start as of the date and year referenced above and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Grant are governed by this Grant and the following documents hereby incorporated by reference: Grant Terms and Conditions including Attachment "A" – Scope of Work and Budget, Attachment "B" – Letter to Incur Costs (if applicable), and the following documents incorporated herein by reference: Grantee's application for funding and the Community Development Block Grant policies and procedures, prepared by Commerce.			
FOR GRANTEE  Michael Rizzitiello, City Administrator City of College Place Date <u>1-13-2021</u>		FOR COMMERCE _____ Mark K. Barkley, Assistant Director Local Government Division _____ Date _____ APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 07/17/2019. APPROVAL ON FILE.	

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY GRANT AGREEMENT
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1. DEFINITIONS

- A. "Contractor" and "Grantee" in this Grant, and the term "subrecipient" found in the federal Community Development Block Grant (CDBG) rules and regulations, shall mean the same.
- B. "Low- and moderate-income" shall mean a household income equal to or less than 80 percent of area median income adjusted by family size.
- C. "Subgrantee/Subcontract" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms "subgrantee" and "subcontractors" mean subcontractor(s) in any tier.
- D. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.

2. AUTHORITY

COMMERCE and Grantee enter into this Contract pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW.

3. ACKNOWLEDGMENT OF FEDERAL FUNDS

Federal Award Date: July 22, 2020
Federal Award Identification Number (FAIN): B-20-DC-53-0001
Total amount of the federal award: \$13,140,680
Awarding official: John W. Peters, HUD CPD Director

The Grantee agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Grantee describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

"This project was supported by Grant No. B-20-DC-53-0001 awarded by the U.S. Department of Housing and Urban Development (HUD). Points of view in this document are those of the author and do not necessarily represent the official position or policies of HUD. Grant funds are administered by the Community Development Block Grant Program, Washington State Department of Commerce."

4. ACQUISITION AND DISPOSITION OF ASSETS

The Grantee will account for any tangible personal property acquired or improved with this Grant.

The use and disposition of real property and equipment under this Grant will be in compliance with the requirements of all applicable federal law and regulation, including but not limited to 24 CFR Part 84 and 24 CFR Part 570.489, 570.502, 570.503, 570.504, and 570.505 as applicable, which include but are not limited to the following:

Real property that was acquired or improved, in whole or in part, with funds under this Grant in excess of \$25,000 shall be used to meet one of the CDBG national objectives for ten (10) years after the Grant is closed. Any exception must be made with COMMERCE approval and the Grantee will be responsible to pay COMMERCE an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. Such payment from the disposition of real property acquired with this Grant within ten (10) years of closeout of the Grant shall be treated as CDBG Program Income.

In cases in which equipment acquired in whole or in part with funds under this Grant is sold, the proceeds will be CDBG Program Income.

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5. AUDIT

If the Grantee is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Grantee shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Grantee shall:

- A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Grantee is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Grantee shall notify COMMERCE they did not meet the single audit requirement.

The Grantee shall send all single audit documentation to auditreview@commerce.wa.gov.

6. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE Representative on a Washington State Invoice Voucher form not more often 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 identified on the Face Sheet of this Grant. If expenses are invoiced, provide a detailed breakdown of each type.

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 Grant or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Grant, including completion of the Environmental Review and the release of funds (if applicable).

No payments in advance or in anticipation of services or supplies to be provided under this Grant shall be made by COMMERCE.

COMMERCE shall not release the final five (5) percent of the total grant amount until acceptance by COMMERCE of project completion.

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/subrecipient.

7. CLOSEOUT

COMMERCE will advise the Grantee to initiate closeout procedures when there are no impediments to closing and the following criteria have been met or soon will be met:

- A. All costs have been incurred with the exception of closeout costs and any unsettled third-party claims against the Grantee. Costs are incurred when goods and services are received or contract work is performed.
- B. The Grantee has held a public hearing to review program performance.
- C. The Grantee has submitted the Contract Closeout Report. Failure to submit a report will not preclude COMMERCE from effecting closeout if it is deemed to be in the state's interest. Any excess grant

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amount in the Grantee's possession shall be returned in the event of failure to finish or update the report.

- D. Other responsibilities of the Grantee under this Grant and applicable laws and regulations appear to have been carried out satisfactorily or there is no further state interest in keeping this Grant open for the purpose of securing performance.

8. COMPENSATION

COMMERCE shall pay an amount not to exceed the amount identified on the Face Sheet of this Grant for the performance of all things necessary for or incidental to the performance of work as set forth in Attachment A, Scope of Work and Budget incorporated herein, and by reference the Grantee's application for funding.

Grantee shall receive reimbursement for travel and other expenses as authorized in advance by COMMERCE as reimbursable. Grantee shall receive compensation for travel expenses at current state travel reimbursement rates

9. DEBARMENT

- A. Grantee, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
- i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - ii. Have not within a three-year period preceding this Grant, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of federal Executive Order 12549; and
 - iv. Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.
- C. The Grantee agrees by signing this Grant that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D. The Grantee further agrees by signing this Grant that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- a. The lower tier Grantee certifies, by signing this Grant that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - b. Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such contractor shall attach an explanation to this Grant.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section,

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have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

10. ENVIRONMENTAL REVIEW

General Purpose, Housing Enhancement, and Economic Opportunity Grants

Funding in excess of the amount stipulated in **Attachment B, Letter to Incur Costs**, shall not be released to a Grantee by COMMERCE until the following conditions implementing 24 CFR part 58 are met:

- A. The Grantee must complete an environmental review of the project and make a finding of environmental impact. A notice of this finding must be published along with a notice of the Grantee's intent to request release of funds for the project unless the project is exempt from the publication requirements as described. The Grantee must allow a seven (7) or fifteen (15) day period for public review and comment following publication of the notices unless exempt under the National Environmental Policy Act (NEPA) and the Washington State Environmental Policy Act (SEPA). When this review and comment period expires, the Grantee may, after considering any comments received, submit a request for release of funds to COMMERCE. Upon receipt of the request, COMMERCE must allow a fifteen (15) day period for public review and comment. When COMMERCE's public review and comment period expires, COMMERCE may, after considering any comments received, formally notify the Grantee in writing of the release of federal funds for the project.
- B. This special condition is satisfied when the Grantee completes the environmental review and request for release of funds from COMMERCE. The special condition is effectively removed on the date COMMERCE provides the Grantee with written notice of release of funds.

Planning-Only Activities and Public Services Activities

Funding shall not be released to a Planning-Only Activities or Public Services Activities recipient until the following conditions are met: The Grantee assures that assisted activities are exempt under NEPA (24 CFR 58.34) and categorically exempt under SEPA (RCW 43.21C.110). The Grantee further assures that the activities do not come under the purview of any other federal, state, and known local environmental laws, statutes, regulations or executive orders. In addition, the Grantee assures it will document, in writing, its determination that each activity or project is exempt and meets the conditions specified for such exemption under (NEPA) 24 CFR 58.34(3) (for Planning-Only) or 58.34(4) (for Public Services) and (SEPA) WAC 197-11-800.

11. INDIRECT COSTS

The Grantee shall provide their indirect cost rate that has been negotiated between their entity and the federal government. If no such rate exists a *de minimis* indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

12. GRANT 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.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Grant.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

13. HISTORICAL OR CULTURAL ARTIFACTS, HUMAN REMAINS

In the event that historical or cultural artifacts are discovered at the project site during construction or rehabilitation, the Grantee shall immediately stop construction and notify the local historical preservation officer and the state historic preservation officer at the Department of Archaeology and Historic Preservation (DAHP) at (360) 586-3065. If human remains are discovered, the Grantee shall stop work, report the presence and location of the remains to the coroner and local law enforcement immediately, and contact DAHP and the concerned tribe's cultural staff or committee.

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14. INSURANCE

All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by:

- i. Governmental Accounting Standards Board (GASB),
- i. Financial Accounting Standards Board (FASB), and
- ii. The Washington State Auditor's annual instructions for financial reporting.

Grantees participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The State of Washington, 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.

Unemployment and Industrial Insurance. The Grantee shall be in full compliance with all state unemployment and industrial insurance laws while performing work under this Contract. Commerce will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for the Grantee, or any subcontractor or employee of the Grantee, which might arise under the industrial insurance laws during performance of this Contract.

Protection of Project Property, Grantee's Assumption of Risk. The Grantee shall continuously maintain adequate protection of all the project work from damage and shall protect the property from injury or loss arising in connection with this Contract. The entire work of the Grantee shall be at the sole risk of the Grantee. The Grantee may elect to secure fire, extended coverage, and vandalism insurance or all-risk insurance to cover the project work during the course of construction. The Grantee shall take all necessary precautions for the safety of its employees working on the project, and shall comply with all applicable provisions of federal, state, and local safety laws and building codes to prevent accidents or injuries to persons, on, about, or adjacent to the premises where the work is being performed.

15. 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, including,

- Housing and Community Development Act of 1974.
- CDBG regulations in 24 CFR Part 570.
- 2 CFR 200.

16. PERFORMANCE REPORTING

The Grantee, at such times and in such forms as COMMERCE may require, shall furnish periodic progress and performance reports pertaining to the activities undertaken pursuant to this Contract. These reports may include environmental review records, publication affidavits, procurement and contracting records, documentation of compliance with federal civil rights requirements, job creation records, program income reports, reports of the costs and obligations incurred in connection therewith, the final closeout report, and any other matters covered by this Grant. Activities funded by this Grant providing income-qualified direct assistance or direct services under the limited clientele, housing, or job creation CDBG National Objectives, must submit quarterly beneficiary reports as furnished by COMMERCE. Failure to submit these reports may result in COMMERCE withholding payment or terminating this Contract.

17. PROGRAM INCOME

Program income, as defined in 24 CFR 570.489(e), retains federal identity and will be used before drawing additional CDBG funds to complete activities included in the Scope of Work and Budget. The Grantee must maintain records of program income received and expended, and annually report program income received after closeout of this Grant. Program Income shall be used to continue the same activities to benefit low- and moderate-income persons or, with COMMERCE approval, for other activities to benefit low- and moderate-income persons. Interest earned in excess of \$100 on CDBG funds received to reimburse incurred costs must be remitted to COMMERCE for return to the U.S. Treasury.

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18. 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 Agreement performed by subcontractors and the portion of 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.

19. SUBCONTRACTS FOR ENGINEERING SERVICES

Engineering firms must certify that they are authorized to do business in the state of Washington and are in full compliance with the requirements of the Board of Professional Registration. The Grantee shall require that engineering services providers be covered by errors and omissions insurance. The engineering firm shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the engineering firm and licensed staff employed or under contract to the engineering firm. The state of Washington, its agents, officers, and employees need not be named as additional insureds under this policy.

20. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work and Budget
- Attachment B – Letter to Incur Cost, if applicable
- Grantee's application for funding and the Community Development Block Grant policies and procedures, prepared by Commerce as incorporated by reference on the Face Sheet

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1. DEFINITIONS

As used throughout this Grant, 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. "Grant" or "Agreement" means the entire written agreement between COMMERCE and the Grantee, including any attachments, 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 Grant, 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. "Subgrantee/Subcontract" shall mean one not in the employment of the Grant, who is performing all or part of those services under this Grant under a separate Grant with the Contractor. The terms "subgrantee" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

This Grant 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.

4. ASSIGNMENT

Neither this Grant, work thereunder, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND 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.
- 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 Grant 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 Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The

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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.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Grant 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 Grant, but that incorporate pre-existing materials not produced under the Grant, 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 Grant, 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 Grant. 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 Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

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

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. 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 Grant.

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11. RECAPTURE

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, 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 Grantee.

12. RECORDS MAINTENANCE

The Grantee shall maintain books, records, documents, data and other evidence relating to this Grant 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 Grantee.

The Grantee shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, 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.

13. 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 Grant and prior to normal completion, COMMERCE may suspend or terminate the Grant under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this Grant 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 Grant.

15. SUBGRANTING/SUBCONTRACTING

The Grantee may only subcontract work contemplated under this Grant if it obtains the prior written approval of COMMERCE.

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 Grant; (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 Subgrantee to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subgrantee fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subgrantee to assure fiscal conditions of this grant. 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 Subgrantee's performance of the subcontract.

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16. SURVIVAL

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

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Grantee has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the Grant, 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 Grant 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 Grant and the replacement or cover Grant 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 Grant, 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 grant. 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 Grant are not exclusive and are in addition to any other rights and remedies provided by law.

18. TERMINATION FOR CONVENIENCE

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

19. TERMINATION PROCEDURES

Upon termination of this Grant, 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 Grant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

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 Grant on the date, and to the extent specified, in the notice;
- B.** Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

- 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 subgrants/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 subgrants/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 Grant 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 Grant, which is in the possession of the Grantee and in which the Authorized Representative has or may acquire an interest.

20. TREATMENT OF ASSETS

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 Grant, 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 Grant, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, 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.
- 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 Subgrantees/Subcontractors.

21. 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 Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

ATTACHMENT A — SCOPE OF WORK AND BUDGET**Grantee: City of College Place****Contract No. 20-62210-031****Section A: Project Description / Deliverable**

The city of College Place is awarded a \$120,000 CDBG General Purpose Grant, with Mercy Corps NW as its subrecipient. This CDBG grant will fund enrollment for College Place residents in the Walla Walla Valley Microenterprise Business Assistance (MBA) program. Major components of this MBA program include training in business foundations, financial literacy, and action plans; and the partial funding of Individual Development Accounts (IDA). Total project costs are estimated at \$134,000 which includes local funding from College Place (\$14,000).

The project will benefit approximately 12 persons and target services to limited clientele with low-and moderate-incomes based on a household income qualification process and maximum business size.

Section B: Project Activities, Milestones and Budget

CDBG Budget Code	Budget Amount	Project Activities *Must complete each bulleted project activity to meet the corresponding milestone.	Performance Milestones
21A General Admin.	\$0	▪ Execute grant contract with Commerce. ▪ Verify the subrecipient does not have an active exclusion record in the federal award system (SAM.gov), include documentation in the CDBG file, and submit a copy to Commerce. ▪ Establish a subrecipient agreement that includes the annual beneficiary reporting requirement, and submit a signed copy to Commerce. ▪ Establish administrative, financial, reporting, and record keeping systems.	Before first payment request
		Payment requests: ▪ Review subrecipient reimbursement requests, and project costs and invoices against project budget and contract start date. ▪ Once costs are approved, prepare and submit payment request and project status report to Commerce. ▪ Document receipt of grant funds and reimbursement of eligible costs.	Not more than monthly First payment request within 270 days from contract execution
		▪ Submit a CDBG Beneficiary Report annually.	By July 31
		▪ Complete applicable civil rights requirements. ▪ Conduct an on-site monitoring of the subrecipient to verify the grant is used according to CDBG requirements and all costs reimbursed are allowable.	Prior to Commerce's on-site monitoring
		▪ Resolve all monitoring issues with CDBG. ▪ Grant activities are accomplished. ▪ Conduct a final public hearing to review project performance. ▪ Submit a CDBG Contract Closeout Report.	Before requesting final 5% of CDBG award
		▪ List CDBG expenditures in your annual Schedule of Expenditures of Federal Awards and arrange an audit with the State Auditor's Office to meet the Uniform Guidance (2 CFR Part 200).	Before audit

Section B: Project Activities, Milestones and Budget (continued)			
CDBG Budget Code	Budget Amount	Project Activities *Must complete each bulleted project activity to meet the corresponding milestone.	Performance Milestones
18C Micro-enterprise Assistance	\$120,000	- Complete the Section 106 of the National Historic Preservation Act review process. - Complete the environmental review including required consultation and public notices, and prepare an environmental review record in compliance with NEPA requirements for CDBG.	Before release of funds
		- Establish policies and procedures for participating in the MBA program including advertising, soliciting, selecting and approving applicants, including LMI income determinations and maximum business size. - Select participants and fund enrollment in Walla Walla Valley’s MBA program. - Monitor compliance with applicable MBA policies and procedures, and federal and state regulations. - Upon individual participant’s completion of MBA program, provide financial assistance to their IDA account.	Before first payment request
		- Meet the CDBG national objective of principally benefiting low- and moderate-income persons. - Accomplish HUD’s outcome of increasing the availability/accessibility of microenterprise technical and financial assistance to create economic opportunities.	Approx. 12 LMI persons complete MBA program by January 31, 2023
TOTAL:		\$120,000	



STATE OF WASHINGTON
DEPARTMENT OF COMMERCE

1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000
www.commerce.wa.gov

September 10, 2020

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

Dear Mr. Rizzitiello:

I am pleased to inform you that the City of College Place has been selected by Commerce to receive up to \$120,000 in federal Community Development Block Grant (CDBG) funds. This award is based on the jurisdiction's CDBG General Purpose Grant application for Microbusiness Assistance Grant Program with Mercy Corps NW.

Prior to grant contract execution, this letter allows you to begin incurring costs not to exceed ten percent of your award as of the date of this letter, for only the following activities:

- Administration including staffing, travel and training
- Review of environmental laws and authorities, including Section 106 of the National Historic preservation Act of 1996
- Preliminary engineering design work and consultations needed for completion of the environmental review
- Subrecipient agreements or professional service contracts for any of the above activities

CDBG procurement requirements must be followed before hiring professional services or contractors to be funded by this CDBG award. These requirements are described in Sections 5 and 7 of the CDBG Management Handbook, which is available electronically at www.commerce.wa.gov/cdbg. Until the 2020 CDBG Management Handbook becomes available in the fall of 2020, you may use the 2019 version.

CDBG-specific compliance with National Environmental Policy Act (NEPA) must be completed before any construction bid advertising or property acquisition activity can occur. These procedures are described in Section 6 of the CDBG Management Handbook.

Eligible costs will be reimbursed by Commerce after a grant contract between the jurisdiction and Commerce is executed and the environmental review is complete (see enclosure for further explanation). All costs to be reimbursed must comply with applicable state and federal requirements.

Michael Rizzitiello
September 10, 2020
Page 2

A CDBG contract management webinar will be scheduled for the fall of 2020. The jurisdiction's project manager and consultant directly engaged in the project are to participate in the webinar. Registration materials for this free webinar will be forthcoming.

The jurisdiction must have an active and unexpired Dun and Bradstreet Numbering System (DUNS) in the System for Award Management (SAM) to avoid delays in the disbursement of funds. Grantees are required to maintain an active SAM registration for the duration of their contract by re-activating their DUNS number annually at the following website:
<https://www.sam.gov/SAM/>.

If your project is not ready to proceed, resulting in the contract's execution being delayed over 90 days from the date of this letter, the CDBG award may be rescinded with an invitation to reapply.

Your contract manager will be contacting you to develop the contract. If you have any questions, please contact Jacquie at (360) 725-3017 or jacquie.andresen@commerce.wa.gov.

I congratulate you and others for your efforts thus far. We look forward to working with you on this worthwhile project.

Sincerely,



Mark K. Barkley
Assistant Director

Enclosure

City of College Place, Washington
RESOLUTION NO. 21-002

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF COLLEGE PLACE, WASHINGTON REGARDING ACCEPTANCE OF A STATE COMMUNITY DEVELOPMENT BLOCK GRANT –GENERAL PURPOSE ECONOMIC CATEGORY FOR \$120,000 TO COVER TWELVE SEATS OVER TWO YEARS IN THE WALLA WALLA VALLEY MERCYCORPS NW MICROBUSINESS ASSISTANCE PROGRAM.

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 successfully pursued a Community Development Block Grant in 2020 to finance twelve (12) seats over two years in the Walla Walla Valley Microbusiness Assistance Program;

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

1. Accepts a \$120,000 Community Development Block Grant (CDBG) to finance twelve (12) seats over two cohorts in the Walla Walla Valley Microbusiness Assistance Program.

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 12th day of January, 2021.

DocuSigned by:
Norma L. Hernandez
E7C117EE7FEC409
Norma L. Hernandez, Mayor

Attest:
DocuSigned by:
Lisa R. Neissl
8B5B87D36CF446
Lisa R. Neissl, CMC
City Clerk

CITY OF COLLEGE PLACE
STANDARD SERVICES CONTRACT

THIS SERVICES CONTRACT (Contract) is made this _____ day of _____ 2021, by and between the City of College Place, Washington, a municipal corporation, hereinafter referred to as "CITY", and Mercy Corps, hereinafter referred to as "SERVICE PROVIDER":

RECITALS:

CITY intends to make federal Community Development Block Grant (CDBG) funds it received from the State Community Development Block Grant (CDBG) program via Contract #20-62210-031 available to provide educational training and financing for small businesses in the College Place Valley City of College Place, Washington.

SERVICE PROVIDER agrees to provide the following professional services requested by CITY: Provide educational training and direct financial assistance to microenterprises, prioritizing outreach in low-moderate neighborhoods and Latin minority-owned businesses. Financing will be provided in the form of Individual Development Accounts, a matched savings program that combines business savings, technical assistance, and matching funds.

WITNESSETH:

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

SCOPE OF SERVICES:

1. SERVICE PROVIDER shall use the funds granted hereunder to carry out CDBG eligible activities as described in Appendix A and other Appendices attached as exhibits to this Contract.
2. SERVICE PROVIDER shall provide the services set out above in accordance with the following schedule:
 - a. All deliverables to be provided to CITY no later than July 31, 2021 January 1st, 2022.
3. To assist SERVICE PROVIDER in carrying out these obligations, CITY shall perform the following services:
 - a. Make all records on file and necessary to complete the work, available to SERVICE PROVIDER.

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EFFECTIVE AND TERMINATION DATES:

1. This Contract shall be effective as of January ~~626th, 2020~~²⁰²¹, and shall terminate as of ~~July 31, 2024~~^{January 1st, 2023} or, one year from the effective date, whichever is later.
2. CITY and SERVICE PROVIDER may by mutual written agreement, terminate this Contract at any time.
3. CITY may, on 30 days written notice to SERVICE PROVIDER, terminate this Contract for any reason deemed appropriate at its sole discretion.

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COMPENSATION:

1. CITY shall pay SERVICE PROVIDER an amount not to exceed \$~~139,000~~^{120,000}, contingent upon appropriation and receipt of funds from the federal government, to administer the program and for all other work performed under this Contract identified in the Scope of Services and in accordance with the Budget shown in Appendix D of this Contract.
2. The \$~~20,000~~^{14,200} contribution from ~~Baker Boyer Bank~~^{the CITY} shall go directly to SERVICE PROVIDER ~~as a 501(c)(3) organization~~. SERVICE PROVIDER shall comply with all requirements of ~~Baker Boyer Bank~~^{the CITY}.
- ~~3. The \$5,000 contribution from an anonymous private donor shall go directly to SERVICE PROVIDER as a 501(c)(3) organization. SERVICE PROVIDER shall comply with all requirements of the private donor.~~
- ~~4.~~^{3.} SERVICE PROVIDER shall submit to CITY an itemized invoice (payment request) at the end of each quarter according to the fee schedule attached for compensation for services performed in accordance with this Contract. Each invoice shall be accompanied by a progress report. The progress report shall cover: work performed in the work period, any issues or problems, if the project is on budget and schedule, approved change orders to date, percent complete, amount requested, total billings to date, and project total amount. A copy of the progress report template is included in Appendix F.
- ~~5.~~^{4.} ~~CITY~~^{SERVICE PROVIDER} shall process payment requests in its normal course and manner for accounts payable. Invoices for payment shall be mailed to: City Hall ~~15 N. Third Avenue, College Place, WA 99362~~^{625 S. College Avenue, College Place, WA, 99324}, or emailed to ~~AP@wallawalla.gov~~^{apaffile@cpwa.us}.
- ~~6.~~^{5.} The amount of any excise or gross receipts tax that may be imposed shall be added to the compensation as determined to be appropriate.
- ~~7.~~^{6.} Final payment to SERVICE PROVIDER may be withheld by CITY until all SERVICE PROVIDER's work product is complete and provided to CITY.

~~8.7.~~ In the event of termination, CITY shall pay SERVICE PROVIDER for work performed in accordance with this Contract prior to the termination date.

~~9.8.~~ In the event of termination by SERVICE PROVIDER under a breach of contract by CITY, CITY shall pay to SERVICE PROVIDER as provided in subsection 6 of this Section, and SERVICE PROVIDER's remedy shall be limited to termination of this Contract and receipt of payment as provided in this section.

~~10.9.~~ In the event of termination by CITY under a breach of contract by SERVICE PROVIDER, CITY shall pay to SERVICE PROVIDER as provided in subsection 6 of this Section, with the exception that if CITY completes the work either through its own forces or through another SERVICE PROVIDER, and the cost exceeds the amount that would have been paid to SERVICE PROVIDER, the excess cost shall be deducted from the amount owed SERVICE PROVIDER.

REALLOCATION – REPAYMENT OF FUNDS:

1. SERVICE PROVIDER shall inform CITY about any funds allocated to the SERVICE PROVIDER that it anticipates will not be expended during the term of this Agreement and permit CITY to reallocate the same; and it shall inform and promptly pay to CITY any funds in its possession that may be due to CITY. SERVICE PROVIDER shall repay to CITY any sums received which SERVICE PROVIDER does not expend for eligible purposes.

BREACH OF CONTRACT:

1. Either CITY or SERVICE PROVIDER may terminate this Contract in the event of a breach of this Contract by the other party.
2. Prior to such termination however, the party seeking to terminate shall give the other party written notice of the breach, which written notice shall specify the failure and demand correction or remedy in ten (10) days. If the party has not entirely cured the breach within ten (10) days of the notice, then the party giving notice may terminate this Contract at any time thereafter by giving written notice of termination.

NOTICE:

Any notice provided for under this Contract shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such address as either party hereafter shall specify in writing to the other party:

If to the CITY:

RIZZITIELLO

AVENUE

CITY OF COLLEGE PLACE

ATTN: ~~BYRON OLSON~~MICHAEL

~~15 N. THIRD AVENUE~~625 S. COLLEGE

COLLEGE PLACE, WA ~~99362-1859~~99324

If to the SERVICE PROVIDER: MERCY CORPS
 ATTN: LYNN RENKEN
 43 SW NAITO PARKWAY
 PORTLAND, OR 97204

COMPLIANCE WITH LAWS:

1. In connection with its activities under this Contract, SERVICE PROVIDER shall comply with all applicable Federal, State and local laws and regulations.
2. This Contract shall be construed to be governed by the laws of the State of Washington.

NONDISCRIMINATION AND EQUAL OPPORTUNITY:

SERVICE PROVIDER shall comply with all non-discrimination and equal opportunity provisions mandated by federal and Washington State laws and City ordinances. Without limiting the foregoing, during the term of this Contract, SERVICE PROVIDER agrees as follows:

1. SERVICE PROVIDER will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, sexual orientation, gender identity, marital status, age, Vietnam era veteran status, disabled veteran condition, disability, or national origin. SERVICE PROVIDER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, creed, sex, national origin, marital status, ancestry, sexual orientation, gender identity, or disability. Such actions 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.
2. SERVICE PROVIDER will not, on grounds of any of the protected class indicators listed in subsection 1 of this Section:
 - a. Deny an individual any services or other benefits provided under this agreement.
 - b. Provide any service(s) or other benefits to an individual(s), which are different, or are provided in a different manner from those provided to others under this agreement.
 - c. Subject an individual to segregation or separate treatment in any manner related to the receipt of any service(s) of other benefits provided under this agreement.
 - d. Deny any individual an opportunity to participate in any program provided by this agreement through an opportunity to do which is different from that afforded others under this agreement. SERVICE PROVIDER in determining (1) the types of services or other benefits to be provided, or (2) the class of individuals to whom or the situation in which, such services or other benefits will be provided, or (3) the class of individuals to

be afforded an opportunity to participate in any services or other benefits, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination due to any of the protected class indicators listed in subsection 1 of this Section.

3. CITY encourages the use of women and minority employees and apprentices on all CITY contracts and encourages outreach efforts in employment opportunities. Outreach efforts may include use of targeted solicitation lists, advertisements in publications directed to underrepresented communities, providing student internships or apprentice opportunities, noting SERVICE PROVIDER's Equal Employment Opportunity ("EEO") policy in solicitations, emphasizing EEO and outreach policies within the company, and using the services of available minority community and public organizations to perform outreach.
4. Upon request by the CITY, the SERVICE PROVIDER shall submit EEO Reports in the form specified by CITY, detailing actual employment data for SERVICE PROVIDER and for any and all subcontractor(s) utilized for the Work.
5. SERVICE PROVIDER, by executing this Contract, is affirming that SERVICE PROVIDER complies with all applicable federal, state, and local non-discrimination laws as incorporated in this Contract. Any violation of the mandatory requirements of the provisions of this section shall be a material breach of Contract for which SERVICE PROVIDER may be subject to damages and sanctions provided for by the Contract and by applicable law.
6. The foregoing provisions of this section shall be inserted in all subcontracts for the work covered by this Contract.

WOMEN'S AND MINORITY BUSINESS UTILIZATION

1. CITY encourages the utilization of minority owned businesses (MBEs) and women-owned businesses (WBEs) (collectively, WMBEs) in all CITY contracts. CITY encourages the following practices to open competitive opportunities for WMBEs:
 - a. Attending a pre-solicitation conference, if scheduled by CITY, to provide project information and to inform WMBEs of SERVICE PROVIDER contracting and subcontractor contracting opportunities.
 - b. Placing all qualified WMBEs attempting to do business in the City of College Place on solicitation lists, and providing written notice of subcontractor contracting opportunities to WMBEs capable of performing work, including without limitation all businesses on any list provided by the City of College Place, in sufficient time to allow such businesses to respond to the written solicitation.
 - c. Breaking down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by small businesses including WMBEs.

- d. Establishing delivery schedules, where the requirements of this contract permit, to encourage participation by WMBEs.
 - e. Providing WMBEs that express interest with adequate and timely information about plans, specifications, and requirements of the Contract.
 - f. Utilizing the services of available minority community organizations, minority contractor groups, local minority assistance offices, the City of ~~Walla Walla~~ College Place, and other organizations that provide assistance in the recruitment and placement of WMBEs.
2. Notwithstanding any other provisions in the solicitation documents, this Contract does not require any specific utilization levels of minorities or women in the SERVICE PROVIDER'S workforce, except as may be specified in any federal regulations or statutes included or referenced in the Contract. CITY encourages SERVICE PROVIDERS to employ a workforce reflective of the region's diversity. SERVICE PROVIDERS shall adhere to all non-discrimination requirements as set forth in Federal and State laws and regulations and College Place municipal code provisions.
 3. SERVICE PROVIDER shall not create barriers to open and fair opportunities for WMBEs to participate in all CITY contracts and to option or compete for contracts and subcontracts as sources of supplies, equipment, construction, and services. In considering offers from and doing business with subcontractors and suppliers, SERVICE PROVIDER shall not discriminate on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation, or the presence of any mental or physical disability in an otherwise qualified disabled person.
 4. SERVICE PROVIDER shall maintain, for at least 12 months after completion of this Contract, relevant records and information necessary to document level of utilization of WMBEs and other businesses as subcontractor and suppliers in this Contract and in its overall public and private business activities. SERVICE PROVIDER shall also maintain all written quotes, bids, estimates, or proposals submitted to SERVICE PROVIDER by all businesses seeking to participate as subcontractors or suppliers in this Contract. CITY shall have the right to inspect and copy such records. If this Contract involves federal funds, SERVICE PROVIDER shall comply with all record keeping requirements set forth in any federal rules, regulations, or statutes included or referenced in the Contract.
 5. Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of Contract for which SERVICE PROVIDER may be subject to damages and sanctions provided by the Contract and by applicable law.

AMERICANS WITH DISABILITIES ACT

1. SERVICE PROVIDER shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 ("ADA") in performing its obligations under this CONTRACT. In particular, if SERVICE PROVIDER is providing services, programs, or activities to City employees or members of the public as part of this CONTRACT, SERVICE PROVIDER shall not deny participation or the benefits of such services, programs, or activities to people

with disabilities on the basis of such disability. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this CONTRACT.

SECTION 3 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1968
COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT, AND
BUSINESS OPPORTUNITIES

1. The work to be performed under this Contract is on a project assisted under a program providing direct federal financial assistance from HUD and 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 requires that to the greatest extent feasible opportunities for training and employment be given lower-income residents of the project area; and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the project.
2. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR 135, and all applicable rules and orders of HUD issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these provisions.
3. SERVICE PROVIDER will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
4. SERVICE PROVIDER will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant, or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR Part 135. SERVICE PROVIDER will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract, unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of HUD issued hereunder prior to the execution of the Contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant, or recipient, its SERVICE PROVIDERS and subcontractors, its successors and assigned to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

CONFLICT OF INTEREST

No member, officer, or employee of the City of College Place or its designee or agents, and no member of the College Place City Council or any other public official of the City, who exercises any function or responsibilities with respect to the program(s) affected by this Contract, shall have any financial interest, direct or indirect, in any contract or subcontract or the proceeds thereof, for work to be performed in connection with such program(s); or shall (s)he for one year after completion of this Contract have any financial interest with SERVICE PROVIDER or any subcontractor under this Contract.

INDEMNIFICATION:

1. SERVICE PROVIDER agrees to indemnify, hold harmless and at CITY's request, defend CITY, its officers, officials, employees and volunteers harmless from and against any and all liability or alleged liability, all suits, legal proceedings, claims, injuries, damages, losses and expenses, including but not limited to attorney's fees, arising out of or in connection with or incidental to any negligent act or performance, or error or omission of SERVICE PROVIDER or anyone acting on behalf of SERVICE PROVIDER in connection with or incidental to this Contract, except for injuries and damages caused by the sole negligence of the CITY.
2. CITY agrees to indemnify, defend, and hold harmless SERVICE PROVIDER from all claims, damages, and expenses, including attorney's fees arising out of the unauthorized reuse of SERVICE PROVIDER's instruments of service by CITY or by other's agents acting through CITY. Instruments of service shall include such things as original documents, survey notes, tracings, computer programs, and stamped plans and specifications, reports or findings of fact.
3. SERVICE PROVIDER shall provide services under this Contract in accordance with generally accepted professional practices for the intended use of the project and no warranty or representation either expressed or implied is intended as part of these services. Any opinion of the cost of the intended project prepared by SERVICE PROVIDER represents its best judgment as a professional and is supplied for the general guidance of CITY. SERVICE PROVIDER does not guarantee the accuracy of such opinion.
4. CITY will require that any SERVICE PROVIDER or sub-SERVICE PROVIDER performing work in connection with any plans or specifications produced under this Contract, to hold harmless, indemnify, and defend CITY, SERVICE PROVIDER, their sub-SERVICE PROVIDERS 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 SERVICE PROVIDER's negligence in the performance of the work described in the plans and specifications.
5. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the SERVICE

PROVIDER and the CITY, its officers, officials, employees, and volunteers, the SERVICE PROVIDER's liability, including the duty and cost to defend, hereunder shall be only to the extent of the SERVICE PROVIDER's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the SERVICE PROVIDER's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

6. This Contract is to be binding on the heirs, successors, and assigns of the parties hereto and is not to be assigned by either party without written consent of the other.

INSURANCE:

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

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The CITY shall be named as an insured under the SERVICE PROVIDER's Commercial General Liability insurance policy with respect to the work performed for the CITY.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

MINIMUM INSURANCE LIMITS:

SERVICE PROVIDER shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

OTHER INSURANCE PROVISIONS:

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. The SERVICE PROVIDER's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the SERVICE PROVIDER to the coverage provided by such insurance, or otherwise limit the CITY's recourse to any remedy available at law or in equity.
2. The SERVICE PROVIDER's insurance coverage shall be primary insurance as respect the CITY. Any insurance, self-insurance, or insurance pool coverage maintained by the CITY shall be excess of the SERVICE PROVIDER's insurance and shall not contribute with it.
3. The SERVICE PROVIDER shall furnish the CITY with original certificates and copy of the amendatory endorsements, including but not limited to the additional insured endorsement, evidencing the insurance requirements of the SERVICE PROVIDER before commencement of the work.
4. The SERVICE PROVIDER's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the CITY.
5. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
6. Failure on the part of the SERVICE PROVIDER to maintain the insurance as required shall constitute a material breach of contract, upon which the CITY may, after giving five business days notice to the SERVICE PROVIDER to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid by the CITY on demand, or at the sole discretion of the City, offset against funds due to the SERVICE PROVIDER from the CITY.

RELATIONSHIP:

The relationship of SERVICE PROVIDER to CITY shall be that of an independent SERVICE PROVIDER. SERVICE PROVIDER shall have no authority to execute contracts or to make commitments on behalf of CITY and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between CITY and SERVICE PROVIDER.

TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuance of the Contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Federal Government. If the Federal Government fails to appropriate sufficient monies to provide for the continuation of the Contract, or if such appropriation is reduced by the veto of the President or by any other lawful purpose, and the

effect of such reduction is to provide insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

ASSIGNMENT:

SERVICE PROVIDER shall not assign this Contract, in whole or in part, or any right or obligation hereunder, without prior written approval of CITY.

AMENDMENTS:

CITY and SERVICE PROVIDER may amend this Contract at any time only by written amendment. Any change in the Scope of Services shall be deemed an amendment subject to this subsection.

SEVERABILITY:

In the event any provisions of this Contract shall be held to be invalid, illegal, or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, 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.

LITIGATION/ARBITRATION:

1. Any dispute arising out of or in connection with this Contract which is not settled by mutual agreement within sixty (60) days of notification in writing by either party may be submitted to litigation or arbitration. Should that occur, all court costs and attorney's fees incurred by the prevailing party shall be paid by the non-prevailing party to the prevailing party.
2. Notwithstanding any dispute under this Contract SERVICE PROVIDER shall continue to perform its work pending resolution of the dispute, and CITY shall make payments as required by this Contract for undisputed portions of the work.
3. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other party.

MAINTENANCE OF RECORDS:

SERVICE PROVIDER shall maintain record on a current basis to support its billings to CITY. CITY, or its authorized representative, shall have the authority to inspect, audit and copy, on reasonable notice and from time to time, any records of SERVICE PROVIDER regarding its billings or its performance hereunder, for a period of three (3) years after completion or termination of this Contract.

FEDERAL REQUIREMENTS:

SERVICE PROVIDER shall carry out all activities under this Contract in compliance with all federal laws and regulations, including without limitations to the federal laws and regulations attached as Appendix I, Special Provisions. These laws and regulations are public record and descriptions herein are not intended to be complete. Businesses that receive federal funds pursuant to this Contract shall also be required to comply with all federal laws and regulations,

and the SERVICE PROVIDER will ensure that the Special Provisions will be included as part of the agreements between the SERVICE PROVIDER and the businesses.

APPROVALS

CITY

MERCY CORPS

Approved as to Form:

City Attorney

By: _____

By: _____

Type Name: ~~Nabiel Shawa~~ Mike Rizzitiello

Type Name:

Title: City ~~Manager~~ Administrator

Title:

Attest:

~~Kammy D. Hill~~ Lisa Neissl, MMC, City Clerk

APPENDIX A – SERVICE PROVIDER WORK PLAN

MICRO-BUSINESS ASSISTANCE PROGRAM

Project Description	Provide financing, technical assistance, and training to small businesses
Budget Sources	CDBG City of College Place Baker Boyer Bank Banner Bank Port of College Place Anonymous Private Donor
Activity	Micro-Business Assistance Program
National Objective	24 CFR 570.208(a)(4) Low-Moderate Income
Eligible Activity	24 CFR 570.201(o)(1) Microenterprise Assistance – Matrix Code 18C
Environmental Review	Exempt (see ERR file)

The City of College Place has designated ~~\$80~~120,000 federal Community Development Block Grant (CDBG) funds from the 2020 Grant Year to support businesses within the city limits of College Place only. The CDBG funds are contingent upon appropriation and receipt from the federal government. An additional ~~\$59~~14,200,000 from the following sources shall provide additional funding to the program and shall be used and available as described:

- ~~Port of College Place – \$10,000 – To be used for Mercy Corps administrative and education costs only. No IDA grants will be funded by the Port.~~
- City of College Place - ~~\$14,000~~200 – To be used to support the participation of residents or businesses located in the City of College Place in the MBA Program.
- ~~Banner Bank – \$10,000 – No funding restrictions.~~
- ~~Baker Boyer Bank – \$20,000 – These funds will go directly to Mercy Corps for eligible expenses.~~
- ~~Anonymous Private Donor – \$5,000 – Funds will go directly to Mercy Corps for eligible expenses.~~

The funds, unless otherwise noted, will provide educational training and financing for small businesses in the ~~College Place Valley~~City of College Place. The City selected the Service Provider as the designated entity to provide ~~\$139~~134,000~~200~~ in services, education, and financing to small businesses.

The Service Provider will provide educational training and direct financial assistance to microenterprises, prioritizing outreach in low-moderate income neighborhoods and Latino-owned businesses. Financing will be provided in the form of an Individual Development Account (IDA).

- Individual Development Account (IDA): An IDA is a matched savings program that combines business savings, technical assistance, and matching grant funds. Service Provider administers an IDA Program in Seattle and Oregon and will use this experience in developing the program in College Place under the following terms:
 - o Businesses will need to qualify as a CDBG microenterprise (business owner(s) with low-mod household income and business with five or fewer FTEs).
 - o Business owner will need to submit a written business plan, save \$500 over a 6-month period, and take 18 hours of business workshops and/or business mentoring approved by the Service Provider.
 - o In return, after demonstrating savings and completion of business workshops and submitting a written business plan, the business owner will receive disbursement of \$4,000 of matching grant funds. **This provides significant leverage with an 8:1 match ratio in favor of the business.**
 - o IDAs will be a good fit for early stage entrepreneurs that have difficulty obtaining loans. It would encourage business savings and motivate businesses to obtain vital financial/operations skills through the business workshops.
 - o The total program budget of ~~\$139,134,000-200~~ will result in a total assistance of ~~17-14~~ microenterprises.

Businesses receiving CDBG funds will be required to:

- A. Ensure that 51% of jobs created or retained go to low-moderate income people; and
- B. Create or retain as many full-time jobs as possible,
- C. Create or retain jobs at a reasonable cost per job ration, or
- D. Otherwise comply with CDBG eligibility criteria.

The City will be responsible to:

- A. Provide advertising and outreach to target groups and communities.

The Service Provider will be responsible to:

- A. Take IDA applications, assist potential participants in the application process, review and evaluate the applications submitted, and make decisions about whether and how to offer IDAs to businesses.
- B. Collect information that documents businesses' eligibility to receive CDBG funds, transmit that documentation to the City, and not disburse funds until the City approves eligibility.
- C. Report on the status and accomplishments of each project as described in Attachment C.

The Service Provider estimates that it will assist a minimum of ~~17~~14 businesses from a total of ~~\$139~~134,000~~200~~ in IDA program support.

APPENDIX B - PERFORMANCE STANDARDS

Service Provider shall carry out this Contract in accordance with the following standards:

1. Service Provider must obtain and furnish to City DUNS numbers both for themselves and for each business receiving CDBG funds.
2. Service Provider shall inform City of any staff changes and/or changes in board composition affecting the contract. A plan for addressing staff and/or board changes will be communicated to City within fourteen (14) days of the change.
3. Service Provider shall maintain timely and accurate records to document project outcomes and document eligible CDBG expenses.
4. Service Provider shall participate in on-site CDBG reviews as required by City and provide any requested information needed for such reviews.
5. Service Provider shall comply with Office of Management and Budget (OMB) Super Circular 2 CFR 200 and with the Federal Funding and Accountability and Transparency Act of 2006, as amended (Public Law 109-282).
6. Service Provider shall collect, maintain, and produce documentation to comply with CDBG national objective requirements at the completion of each CDBG funded project/activity.
7. The City will review disbursements quarterly and will discuss performance and budget adjustments with Service Provider as necessary.

APPENDIX C – PAYMENT STRUCTURE/REPORTS

I. PAYMENT STRUCTURE

The City shall disburse funds to the Service Provider for small business financing and administrative services described in Attachment A. Following the Service Provider's submission of a Request for Disbursement Form (Appendix F) and completion of the approval process described in Attachments G & H, the City will disburse CDBG funds. Disbursements will be made when each business is ready to be enrolled in the Individual Development Account program. For Administration – Professional Services, disbursements will be made on a quarterly basis.

II. REPORT REQUIREMENTS

Eligibility, Environmental and Historical Review

During underwriting, Service Provider, will collect and document necessary information for determining CDBG eligibility including environmental and historical review. Documentation will be submitted to the City prior to disbursement of the IDA match grant, and Service Provider shall not disburse funds until determination is made. This process is described in Appendix H.

Quarterly Progress Update Reports

Service Provider shall provide quarterly performance reports utilizing Appendix F Quarterly Progress Update Report or an alternate format approved by the City, summarizing its CDBG funding activities. These reports are due on September 30th, December 31st, March 31st, and June 30th annually. This report shall accompany any invoice for funds disbursement.

CDBG Project Close Out- Due when National Objective is met. This could be after the end of this contract:

When a CDBG-funded project is completed, the national objective has been met, and all funds have been disbursed, the Service Provider shall provide information requested by the City on the type of activity (area benefit, limited clientele, housing, or jobs).

III. OTHER PROGRAM REQUIREMENTS

Service Provider agrees to comply with all program guidelines and rules as described herein, as well as with any subsequent clarifications, revisions, additions, updates, or changes that may be necessitated by HUD directive to the City or by the City's need to make changes in the interests of ensuring that CDBG programs are implemented and operated in the most effective manner for participants. In the event of such a necessary change, the City will advise the Service Provider in writing, and add the change(s) to this agreement by formal amendment, or by informal means such as providing separate written documentation to the Service Provider that contain(s) the information requiring Service Provider compliance.

IV. CORRECTIVE ACTION

If financing has been made in any period, which are subsequently deemed ineligible for CDBG funding, City shall not reimburse Service Provider. Should this occur, the Service Provider shall submit a written plan for providing necessary documentation for eligibility, which shall include, at a minimum, specific actions and timeframes the Service Provider will implement. Nothing in this Section IV, nor any acceptance of any corrective action plan, shall be construed as a waiver by the City of any breach or default under this Contract or of any rights or remedies of the City.

V. SUBMITTAL OF REPORTS

~~Jennifer Beckmeyer~~DaShari Cinnamon
~~CDBG Coordinator~~Deputy Finance Director
~~Support Services Department~~Finance Department
~~15 N. 3rd Ave~~625 S. College Ave
College Place, WA ~~99362~~99324

APPENDIX D – PROGRAM BUDGET

Service Provider: Mercy Corps
 Program Title: Micro-Business Assistance Program
 Contract Period: January ~~26, 2020-2021~~ – ~~July 31, 2021~~ January 1st, 2023

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BUDGET	
Category	Amount
Personnel	\$22,823.00
Cinthya Montero, Program Manager (17%)	\$8,840.00
Edwin A. Rios, WA State Manager (7%)	\$4,410.00
Finance Officer (2.5%)	\$1,040.00
Data Officer (5%)	\$1,976.00
Communications and Marketing Manager (2.5%)	\$1,500.00
Lynn Renken, Executive Director (2.5%)	\$2,745.00
Jasmine Avgerakis, Deputy Director (2.5%)	\$2,312.00
Fringe Benefits (42.3%)	\$9,654.13
Travel	\$0.00
Local and Domestic Airfares	\$0.00
Local and Domestic Travel Expenses	\$0.00
Equipment	\$0.00
Supplies	\$0.00
Contractual	\$3,470.00
Instructor - Spanish Foundations	\$1,735.00
Instructor - English Foundations	\$1,735.00
Scholarships	\$0.00
Other - Events	\$5,557.87
Food	\$2,500.00
Childcare	\$2,062.71
Venue Rental	\$400.00
Interpretation	\$100.00
Marketing	\$495.16
Other - IDA Grants (17x)	\$68,000.00
Other - Rent	\$0.00
Other - Personnel Housing Stipend	\$1,000.00
Indirect Costs (20.5%)	\$28,495.00
TOTAL	\$139,000.00

****Discretion to transfer Project Funds between individual cost categories is authorized, provided the cumulative result of all such transfers in a given budget period does not exceed 10 percent, or \$13,900, of the total approved budget.**

Commented [MR1]: Please update this to reflect current expenses. This contract is for the \$120,000 from the State CDBG and then two seats the City pays for.

PRINT NAME	SIGNATURE	POSITION

Payments are to be made to the Service Provider and mailed to the following address:

_____ Name _____ Address _____ Signature Authority

Title _____ Date _____

**APPENDIX F – SERVICE PROVIDER DISBURSEMENT REQUEST FORM &
MONTHLY PROGRESS REPORT**

CITY OF COLLEGE PLACE
~~SUPPORT SERVICES~~FINANCE DEPARTMENT
SERVICE PROVIDER DISBURSEMENT REQUEST FORM No. _____

Request Date: _____

Period: _____ **to** _____

Service Provider's Name: Mercy Corps

Service Provider's Address: 43 SW Naito Pkwy., Portland, OR 97204

Contact Person: Edwin Rios Tel. No.: (206) 547-5212

Contract No.: ~~CDBG020~~CDBG021 Contract Period: 01/~~06~~26/~~2020~~2021 – ~~71~~31/~~2021~~2023

BUDGET				
Categories	Budgeted Amount	Revised Amount	Amount Requested	Amount Remaining
Personnel	\$22,823.00			
Cinthya Montero, Program Manager (17%)	\$8,840.00			
Edwin A. Rios, WA State Manager (7%)	\$4,410.00			
Finance Officer (2.5%)	\$1,040.00			
Data Officer (5%)	\$1,976.00			
Communications and Marketing Manager (2.5%)	\$1,500.00			
Lynn Renken, Executive Director (2.5%)	\$2,745.00			
Jasmine Avgerakis, Deputy Director (2.5%)	\$2,312.00			
Fringe Benefits (42.3%)	\$9,654.13			
Travel	\$0.00			
Local and Domestic Airfares	\$0.00			
Local and Domestic Travel Expenses	\$0.00			
Equipment	\$0.00			
Supplies	\$0.00			
Contractual	\$3,470.00			
Instructor - Spanish Foundations	\$1,735.00			
Instructor - English Foundations	\$1,735.00			
Scholarships	\$0.00			
Other - Events	\$5,557.87			
Food	\$2,500.00			
Childcare	\$2,062.71			
Venue Rental	\$400.00			
Interpretation	\$100.00			
Marketing	\$495.16			

Commented [MR2]: Please update information to reflect the CDBG Grant for \$120,000 and the City paying for two seats.

Other - IDA Grants (17x)	\$68,000.00			
Other - Rent	\$0.00			
Other - Personnel Housing Stipend	\$1,000.00			
Indirect Costs (20.5%)	\$28,495.00			

TOTAL REQUEST

Original Award Amount	Net Change by Amendment	Award Amount to Date	Funds Received to Date	Balance Remaining
\$139,000				
Current Disbursement Request				\$

Please provide a brief written summary of the work performed during this period, including number of people/businesses served. Be sure to include any issues or problems and how they were addressed. (This can be submitted as a separate report).

REQUEST CERTIFICATION

I, the undersigned, do hereby certify under penalty of perjury, that this request represents eligible expenses incurred by the Service Provider to provide the services rendered or the labor performed in full compliance with the Contract in the amounts stated. I also certify that I am authorized to authenticate and certify to said claim.

Typed Name

Authorized Signature

Date

APPENDIX G – CDBG ELIGIBILITY TRACKING SHEET

Business Name: _____

Business Address: _____

Business DUNS no.: _____

Grant Amount: _____

Grant Purpose: IDA _____ Education _____

1. Micro-Enterprise

Is the business a micro-enterprise? _____ Yes _____ No

(Microenterprise is a business having five or fewer FTEs, one or more of whom owns the business)

List the employees by name and title, including the owner(s):

Employee 1: _____ Title: _____

Employee 2: _____ Title: _____

Employee 3: _____ Title: _____

Employee 4: _____ Title: _____

Employee 5: _____ Title: _____

Is the business owner low-moderate income? _____ Yes _____ No

If yes, the business owner must complete the income verification form (Attachment H).

Acceptable forms of income verifications to substantiate low-moderate income status are:

1. Previous year's income tax returns
2. Pay stubs for a six-month period
3. SSI status

APPENDIX H – INCOME VERIFICATION FORM

(For micro-enterprise eligibility, owner completes and signs form.
For job creation/retention eligibility, each employee completes and signs form)

Owner Name: _____

First Name

M.I.

Last Name

Address: _____ Zip: _____

Phone No. () _____

Male ☐ Female ☐ Head of Household ☐ Disabled ☐

Race/Ethnicity (check one)

White	☐	American Indian/Alaskan Native	☐
Black/African Amer	☐	Native Hawaiian/Other Pacific Is	☐
Asian	☐	Amer Indian/Alaska Native & White	☐
Asian & White	☐	Black/Afri Amer & White	☐
Hispanic/White	☐	Am Ind/Alaska Native & Black/Afri Amer	☐
Hispanic/Black	☐	Other Multi-Racial	☐

I certify that the total income of all members of my household is less than the number circled below:

Circle income box for household size below:

Household Size	1	2	3	4	5	6	7	8
Very Low Income (30% median)	\$14,150	\$16,150	\$18,150	\$20,150	\$21,800	\$23,400	\$25,000	\$26,600
Low Income (50% median)	\$23,500	\$26,850	\$30,200	\$33,550	\$36,250	\$38,950	\$41,650	\$44,300
Moderate Income (80% median)	\$37,600	\$43,000	\$48,350	\$53,700	\$58,000	\$62,300	\$66,600	\$70,900

Commented [MR3]: Are these the numbers for this year?

Certification and Agreement

This information will be used to ensure compliance with US Department of Housing and Urban Development Community Development Block Grant requirements. I understand this may be monitored and that I may be asked to provide source documentation. With my signature, I am certifying that the above information is correct, to the best of my knowledge.

Signature: _____ Date: _____

APPENDIX I – SPECIAL PROVISIONS

This Contract is funded with Federal Community Development Block Grant (CDBG) funds. As such, the Service Provider agrees to comply with all laws and regulations applicable to the use of CDBG funds. Without limiting the generality of the foregoing, the Service Provider hereby agrees and certifies as follows:

CONDITIONS AND CERTIFICATIONS REQUIRED BY HUD FOR CONTRACTS FUNDED BY CDBG:

CERTIFICATIONS

A. Local Employment; Doing Business with Local Vendors

The Agency certifies the following under Section 3 of the HUD Act of 1968, as amended: Agency shall comply, and cause all subcontractors to comply, with Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u, and 24 C.F.R. § 570.607(b).

Section 3 requires that, to the greatest extent feasible opportunities for training and employment be given to lower income persons residing within the unit of government in which the project is located (particularly those who are recipients of government assistance for housing), and that contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the same metropolitan area as the project.

The parties to this Contract will comply with the provisions of said Section 3 and the regulations, as amended, issued pursuant thereto, by the Secretary of HUD set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder, prior to the execution of this Contract. The Service Provider certifies and agrees that they are under no contractual or other disability that would prevent Service Provider from complying with these requirements. Service Provider shall not let any contract unless the Service Provider has first provided City with a preliminary statement of ability to comply with the requirements of these regulations (24 C.F.R. § 570.607).

The Service Provider will send to each labor organization or representative of workers with which they have a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or worker's representative of their commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

The Service Provider will include the Section 3 clause set forth in 24 CFR 135.38 in every subcontract for work in connection with the project and will, at the direction of the applicant for or the recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of the regulations issued by the Secretary of HUD, 24 CFR 135. The Service Provider will not let any subcontract unless the subcontractor has provided it with a preliminary statement of ability to comply with the requirements of these regulations (24 CFR 570.607).

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder, prior to the execution of the Contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its Service Providers and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.

B. Lobbying

Service Provider hereby certifies and agrees as follows, in accordance with 31 U.S.C. Section 1352, to the best of its knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Service Provider, to any person for influencing or attempting to influence an officer or employee of any Agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of this Section be included in the award documents for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction by Section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

OTHER FEDERAL REQUIREMENTS

C. Equal Opportunity

Service Provider shall ensure compliance with Executive Order 11246, entitled "Equal Opportunity", as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, 41 C.F.R. Part 60, which provide that no person shall be

discriminated against because of race, color, religion, sex or national origin in all phases of employment during the performance of federal contracts and subcontracts, and Service Provider shall take affirmative efforts to ensure fair treatment in employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training or apprenticeship. The "equal opportunity clause" set forth in 41 C.F.R. § 60-1.4(a) is hereby incorporated by reference as though fully set forth, with Service Provider as " Service Provider " thereunder, and such clause shall be set forth or incorporated by reference in each contract and subcontract funded wholly or in part with CDBG funds.

D. Non-Discrimination

No person shall on the grounds of race, color, national origin, religion or sex 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 CDBG funds. Service Provider shall comply fully with all requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq., which provides that no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance; and with Department of Housing and Urban Development ("HUD") regulations implementing such requirements, 24 C.F.R. Part 1 {24 C.F.R. § 570.602(a)}.

Service Provider shall comply with all of the requirements and prohibitions of 24 C.F.R. Section 570.602, implementing the non-discrimination requirements of Section 109 of the Housing and Community Development Act of 1974, as amended; those of HUD regulations under the Rehabilitation Act of 1973, as amended, 24 C.F.R. Part 8; those of HUD Regulations under the Americans with Disabilities Act; and those of HUD regulations under the Age Discrimination Act of 1975, 42 U.S.C. Section 6101 et seq., at 24 C.F.R. Part 146.

No otherwise qualified handicapped individual in the United States shall, solely by reason of handicap, be excluded from the participation in, be denied the benefits, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

When procuring property or services wholly or in part with CDBG funds, Service Provider shall take affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 24 C.F.R. Section 85.36(e)(2).

E. Audit Requirements

If Service Provider is a nonprofit organization receiving a total of \$500,000 or more in federal direct or indirect funds, Service Provider shall comply with the provisions of 2 CFR 200, Subpart F. To this end, Service Provider shall have an audit conducted by an independent certified public accountant in accordance with Government Auditing Standards. The auditor shall determine whether:

1. The financial statements of Service Provider present fairly its financial position and the results of its operations in accordance with generally accepted accounting principles;
2. Service Provider has an internal control structure to provide reasonable assurance that Service Provider is managing federal awards in compliance with applicable laws and regulations, and controls that ensure compliance with the laws and regulations that could have a material impact on the financial statements; and
3. Service Provider has complied with laws and regulations that may have a direct and material effect on its financial statement amounts and on each major federal program.

Audit reports must be prepared at the completion of the audit. The audit report shall state that the audit was made in accordance with the provisions of 2 CFR 200, Subpart F. The audit report shall be made up of at least the following three parts:

1. The financial statements and a schedule of federal awards and the auditor's report on the statements and the schedule.
2. A written report of the independent auditor's understanding of the internal control structure and the assessment of control risk.
3. An auditor report on compliance.

If Service Provider receives less than \$500,000 per year it is exempt from federal audit requirements, but records must be available for review by appropriate officials.

No audit costs shall be allowable costs if audits required by 2 CFR 200, Subpart F have not been made or have been made but not in accordance with 2 CFR 200, Subpart F. In cases of continued inability or unwillingness to have a proper audit in accordance with 2 CFR 200, Subpart F, Service Provider will be subject to appropriate sanction.

Audits shall be done annually. Audits shall be completed within six (6) months of the end of Service Provider's fiscal year. A copy of the audit report shall be submitted to the City of College Place – Support Services Department within thirty (30) days after the completion of the audit. In addition to the audit report, Service Provider shall provide a copy of the audit management letter and a report of its comments on the findings and recommendations in the report, including a plan for corrective action if necessary. Resolution of all findings must be made within six (6) months of the receipt of the audit report.

Use of small audit firms and audit firms owned and controlled by socially and economically disadvantaged individuals is encouraged.

- F. The Agency shall comply with Office of Management and Budget (OMB) Super Circular 2 CFR 200, Subpart E, Cost Principles for Federal Grants.

G. Davis-Bacon and Related Acts

Service Provider shall comply with the Davis-Bacon and Related Acts ("DBRA") requirements if any CDBG funds are used for construction. These requirements include but are not limited to: language within each contract for construction work; payment of prevailing wages and fringe benefits; the submittal of various documents as evidence of compliance; withholding of funds; equal employment opportunity; and work hours.

The requirements are defined in the: Davis-Bacon Act, 40 U.S.C. § 276(a) et seq.; Contract Work Hours and Safety Standards Act, 40 U.S.C. § 328 et seq.; Copeland Act (Anti-Kickback Act), 18 U.S.C. § 874; the Fair Labor Standards Act, and regulations under such Acts, including 29 C.F.R. Parts 3,5. (24 C.F.R. § 570.603; 2 CFR 200, Appendix II).

H. Separation of Church and State

Service Provider represents and warrants that Service Provider is not a primarily religious entity and that the funds awarded hereunder shall be used solely for secular purposes. Service Provider further agrees and represents that, in connection with its services hereunder:

1. It shall not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
2. It shall not discriminate against any person applying for such services on the basis of religion and will not limit such services or give preference to persons on the basis of religion; and
3. It shall provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such services.

I. Conflict of Interest

If Service Provider is a nonprofit organization, then in the procurement of supplies, equipment, construction, and services by subrecipients, the conflict of interest provisions in 2 CFR 200.112 shall apply. In any event, no officer, agent, employee or consultant of the City of College Place, member of the College Place City Council, or other public official of the City, who exercises any function or responsibilities with respect to the program(s) effected by this Contract, shall have any financial interest, direct or indirect, for himself or herself or those with whom he or she has family or business ties, in any contract or subcontract or agreement with respect thereto or the proceeds thereof, for work to be performed in connection with such program(s); nor shall (s)he for one (1) year after completion of his or her tenure with the City have any financial interest with Service Provider or any subcontractor of this Contract (24 C.F.R. § 570.611).

J. Eligibility Restrictions for Certain Resident Aliens

No CDBG funds shall be used to provide benefits to newly legalized resident aliens in

violation of 24 C.F.R. § 570.613 and Part 5. Agency shall obtain and preserve documentation as provided in 24 C.F.R. § 5.508 and § 5.510 to demonstrate compliance with this Section.

K. Debarred Agencies

No portion of the funds awarded hereunder shall be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund, any Service Provider or subrecipient during any period of debarment, suspension, proposal for debarment or placement in ineligibility status of such Service Provider or subrecipient under the provisions of 24 C.F.R. Part 24. Service Provider represents and warrants that neither Service Provider nor its principals is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federal assistance programs under such regulations or Executive Order 12549, "Debarment and Suspension."

L. Relocation

Service Provider shall take all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) in connection with the activities funded hereunder (the Program). If the Program involves the temporary and/or permanent displacement of persons, Service Provider shall provide, at a minimum, all relocation assistance required by 24 C.F.R. Section 570.606; the Uniform Relocation Act, and 49 CFR Part 24, and shall maintain complete and accurate records demonstrating such compliance. Service Provider agrees that any determination by the City of the amount of relocation assistance due to any person shall be final and binding upon Service Provider, unless a different determination is made by HUD at the request of such person, in which case the HUD determination shall be final and binding on Service Provider. Service Provider agrees that the City may, at its option, provide relocation assistance directly to any person in connection with the Program and that any payment by the City for such person shall, at the City's option, constitute a disbursement of funds awarded hereunder, without any requirement for a request by, or consent of, Service Provider. If, as a result of any such direct payments, the amounts disbursed hereunder by the City shall exceed the maximum amount available under this Contract as stated herein, the excess shall be immediately due and payable by Service Provider to the City, at the City's demand; provided that if any low-income tenant is entitled to relocation assistance under S.M.C. Chapter 22.210, then the portion of the assistance payable by the City under such- Chapter shall not be considered a disbursement hereunder.

M. Suspension and Termination

Suspension or termination of this Contract may occur in the event of Service Provider's failure to comply with a material term of this Contract and, in accordance with 24 C.F.R. 85.44, the Contract may be terminated for convenience.

N. Indemnity

Service Provider shall hold the City harmless from any loss, damage, expense, claim or demand resulting from Service Provider's failure to comply with any federal requirement

or failure to maintain adequate records to demonstrate such compliance. This provision shall survive expiration of this Contract.

O. Equal Opportunity in Housing (Executive Order 11063, as amended by Executive Order 12259)

Prohibits discrimination against individuals on the basis of race, color, religion, sex, or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds. Implementing regulations may be found in 24 Part 107.

P. National Flood Insurance Program

The Flood Disaster Protection Act of 1973 (42 U.S.C. 4106) requires that CDBG funds shall not be provided to an area that has been identified by the Federal Emergency Management (FEMA) as having special flood hazards unless:

1. The community is participating in the National Flood Insurance Program, or it has been less than a year since the community was designated as having special flood hazards; and
2. Flood insurance is obtained

Q. The Fair Housing Act (42 U.S.C. 3601-3620)

Prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap, or familial status. Furthermore, section 104(b)(2) of the Act requires that each grantee certify to the Secretary of HUD that it is affirmatively furthering fair housing. The certification specifically requires grantees to conduct a fair housing analysis, develop a fair housing plan, take appropriate actions to overcome the effects of any impediments identified and maintain records on the analysis, plan and actions in this regard. Fair Housing Act implementing regulations for HUD programs may be found in 24 CFR Part 100-115.

R. Architectural Barriers Act of 1968, as amended (42 U.S.C. 4151-4157)

Requires that certain federally-funded buildings or facilities be designed, constructed or altered in insure accessibility to, and use by, physically handicapped persons. Buildings or facilities allocated or reallocated CDBG funds after December 11, 1995, that meet the definition of "residential structure" (as defined in 24 CFR 40.2) or the definition of "buildings" (as defined in 41 CFR 101-19.602(a)) are subject to the Architectural Barriers Act and must comply with the Uniform Federal Accessibility Standards. The Uniform Standards can be found at Appendix A to 24 CFR Part 40 for "residential structures" and at Appendix A to 41 CFR Part 101-19 for "general buildings."

S. Americans with Disabilities Act (42 U.S.C 12131; 47 U.S.C 155. 201, 218, and 225)

Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services and telecommunications. The ADA also states that discrimination includes the failure to design and construct facilities (building for the first occupancy after January 26, 1993) that are accessible to and usable by persons with disabilities. The ADA also requires the

removal of architectural and communication barriers that are structural in nature in existing facilities. Removal must be readily achievable, easily accomplishable and able to be carried out without much difficulty or expense.

T. Lead Based Paint

The Service Provider shall comply with the regulations in CFR 24 Part 35, as revised, issued pursuant to the Lead Based Paint Poisoning Prevention Action (42 U.S.C. 4831 et. seq) requiring prohibition of the use of lead based paint in construction, rehabilitation, or modernization of residential structures; elimination of immediate lead based paint hazards in residential structures; and notification of the hazards of lead based paint poisoning to purchasers and tenants of residential structures constructed prior to 1978 when such activities are assisted directly or indirectly by this contract.

U. Anti-piracy language for loan agreements

For other assisted businesses that do not qualify as a micro-enterprise, the following language must be included within the loan agreement:

The Borrower certifies that the provision of this loan will not result in the relocation of any industrial or commercial plant, facility, or operation from one Labor Market Area (LMA) to another. Neither the Borrower, nor any of its subsidiaries (if any) has plans to relocate jobs at the time this agreement is signed that would result in a significant job loss.' In the event that a relocation resulting in a significant loss of jobs occurs within three years of this agreement, this constitutes a default of this agreement and the city may call for the immediate repayment of the loan in full.

A loss of jobs is significant if the number of jobs to be lost in the LMA in which the affected business is located is equal to or greater than one-tenth of one percent of the total number of persons in the labor force of that LMA; or in all, cases a loss of 500 or more jobs. Notwithstanding the aforementioned, a loss of 25 jobs or fewer does not constitute a significant loss of jobs.

**ASSURANCE OF COMPLIANCE
WITH
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
AND
SECTION 504 OF THE REHABILITATION ACT OF 1973**

The Service Provider provides this assurance in consideration of and for the purpose of obtaining federal grants, loans and contracts (except contracts of insurance or guaranty), property, discounts or other federal financial assistance as a Service Provider to the City.

The Service Provider assures that it will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended, 42 USC 2000d et. seq., which prohibits discrimination on the basis of race, color or national origin in programs and activities receiving federal financial assistance.
2. Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC 794, which prohibits discrimination on the basis of handicap in programs and activities receiving federal financial assistance, and regulations thereunder, 24 CFR Part 8.

The Service Provider agrees that compliance with this Assurance constitutes a condition of continued receipt of federal financial assistance and that it is binding upon the applicant, its successors, transferees and assignees for the period during which such assistance is provided. The Service Provider further assures that all Service Providers, subcontractors, subgrantees or others with whom it arranges to provide services or benefits in connection with programs or activities are not discriminating in violation of the above statutes, regulations, guidelines and standards. In the event of failure to comply, the Service Provider understands that the contract can be terminated and the Service Provider denied the right to receive further assistance.

CERTIFICATION

I, the undersigned, do hereby certify under penalty of perjury, the above assurances and that the Agency has conducted a self-assessment pursuant to 24 CFR Section 8.51, and has taken all appropriate corrective actions. I also certify that I am authorized to sign this certification.

Authorized Official Signature

Date

Agency Name

Address (Street, State, Zip Code)



Transportation Improvement Board Updated Cost Estimate

Form generated on 14 Jan 2021

Agency **COLLEGE PLACE**
TIB Project No **3-E-177(005)-1**
Project Name **FY 2021 Overlay Project - Multiple Locations**

BID OPENING
Submit form PRIOR to award of contract

Current TIB Commitment
\$ **287,894**

TOTAL COST ESTIMATE AT BID OPENING

DESIGN PHASE		CONSTRUCTION PHASE		
Design Engineering	Right of Way	Construction Engineering	Construction Other	Contract Amount
50,000	0	22,000		238,202
Phase Total	50,000	Phase Total		260,202
		Total Project Cost		310,202

Include a cost breakdown for Construction Other

DETERMINATION OF ELIGIBLE COST

Enter the current estimated totals for Landscaping and Other Noneligible Cost					
Engineering Over 30 Percent	Other Noneligible Cost	Total Landscaping Cost	Allowable Landscaping	Noneligible Landscaping	Total Noneligible Cost
2,249	5,700		0		7,949
Total Eligible Project Cost					302,253

Include a cost breakdown of Other Noneligible costs

The non-eligible items are for the removal and installation of 95 additional SY of sidewalk (bid items 4 and 21) which the City is replacing to meet ADA requirements.

Change in Eligible Total Project Cost (Total Eligible Project Cost - Previous Phase Eligible Cost) **-17,630**

Calculated Total TIB funds **272,027**

Based on the project ratio the calculated surplus amount is \$15,867

Enter -15,867 in Requested Change cell

Requested Change **-15,867**

Requested Total TIB funds **272,027**

Enter explanation for the change in Total Project Cost in the space below

The construction bids came in under the engineers estimate for the project.

Based on the cost information shown above, the agency requests a TIB fund surplus of \$15,867

FUNDING PARTNER PARTICIPATION

Update Funding Partner(s) and their current participation		
Funding Partners	Previous Commitment	Current Participation
TIB	287,894	272,027
COLLEGE PLACE	31,989	38,175
WSDOT	0	
	0	
	0	
	0	
	0	
	0	
	0	
	0	
	0	
TOTALS	\$319,883	\$310,202
Funding Partner Total is Correct		

REQUIRED ATTACHMENTS

- ▶ Submit BID TABULATIONS with Updated Cost Estimate
- ▶ Include a cost breakdown of Other Noneligible costs in cell B24
- ▶ Enter brief explanation for COST DECREASE in cell B32

AGENCY OFFICIAL

By my signature below, I certify the costs shown are true and correct and I am authorized to financially indebt the agency.

Printed or Typed Name

Title

Signature & Date

REGISTERED ENGINEER

I certify the bid tabulations are accurate and correct.

Kate Thompson

Printed or Typed Name



Signature & Date

January 21, 2021

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Contact

Public Works Director Robert McAndrews

Em: rmcandrews@cpwa.us

Ph: (509)-394-8526

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The City was awarded a Complete Streets grant from the Transportation Improvement Board to continue the cycle track constructed previously on 4th Street and Academy Way. The project will be extending the existing cycle track on 4th Street and making sidewalk improvements from Davis Street to College Avenue. The project will also install new decorative lighting along 4th Street from Academy Way to College Avenue. The decorative lights will match the lights currently along College Avenue. **The project is complete. The project contractor is Culbert Construction. This project is a marquee project of Walla Walla Valley Blue Zones.**

Legislative Gateway

- City Council Meeting: [April 24th, 2018 Resolution of Support for TIB Grant](#)
- City Council Workshop: [June 4th, 2019 Transportation Improvement Board Grant Acceptance](#)
- City Council Meeting: [June 11th 2019 Acceptance of Transportation Improvement Board Grant Agreement.](#)
- City Council Meeting: [June 25th, 2019 Authorization for RFP for Engineering](#)
- City Council Meeting: [February 25th, 2020 Authorize Engineering Services](#)
- City Council Meeting: [December 14th, 2021 Award Contract to Culbert Construction](#)

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- Grant Agreements

1 document
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Central College Place Sidewalk CDBG Project: SW 6th & SW 8th

Contact: Mr. Mike Holden - Capital Project Manager
Ph: 509-629-0744 Em: mholden@cpwa.us

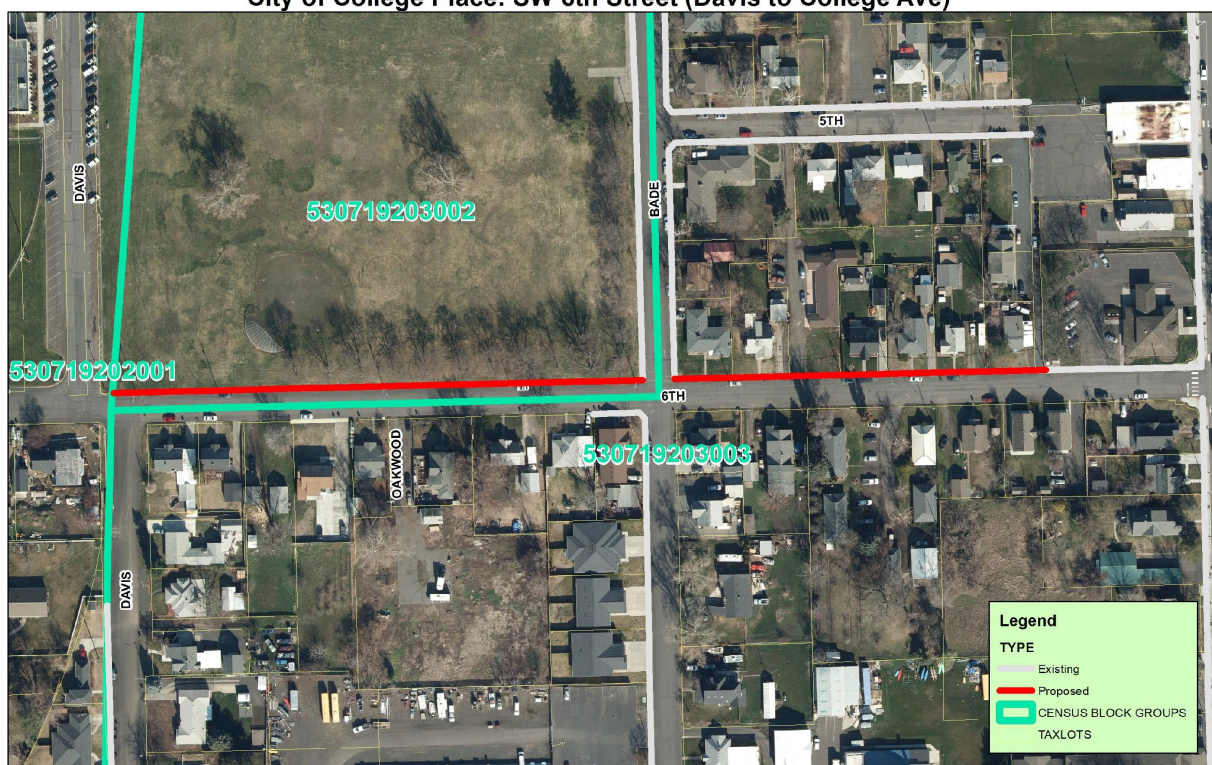
Ms. Kate Thompson - Project Engineer

Ph: 509-520-9849 Em: kthompson@andersonperry.com

Update: Please note that pavement repair on SW 6th (College to Bade) is taking longer due to some subsurface pavement issues discovered with the roadway during the excavation for the sidewalk.

The City has received a Community Development Block Grant (CDBG) From the State of Washington to construct six-foot concrete sidewalk on the north side of SW 6th Street (College to Davis) and the north side of SW 8th Street (College to Bade). Nelson Group is the contractor and Anderson Perry is the engineer for this project. Additionally, water valves are getting replaced in the middle of the SW 6th & Bade intersections. Traffic will be restricted to local traffic only throughout construction. Detours are posted (SW 4th and SW 9th).

City of College Place: SW 6th Street (Davis to College Ave)



Document Path: S:\GIS\MXD\CP_ProposedCDBGSidewalk_2021_EastWestCorridors.mxd

City of College Place: SW 8th Street (Bade to College Ave)



FY 2019 CDBG: September 2021: Project is Complete.

Mid August 2021 Update

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Late April 2021 Update

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March 2021 Update

[Watch video on YouTube](#)

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[Community Development Block Grant Project Video](#) (10-1-2020)

Contact

Public Works Director Robert McAndrews

Em: rmcandrews@cpwa.us

Ph: (509)-394-8526

The City of College Place accepted a grant for \$464,530 from the State Department of Commerce via its Community Development Block Grant program to construct 2,659 linear feet of five foot wide sidewalk in key areas of the community lacking sidewalk. As of January 16th, 2020 the City has put out the final engineering work out to bid with a due

date of February 10th, 2020. The sidewalk segments to be constructed include: SW Davis Avenue (Whitman Drive to SE 3rd Street), SW Bade Avenue (SW 5th to 6th Streets), SW Bade Avenue (SW 7th to 10th Streets), and SW 12th Street (SW College to Bade Avenues). The improvements will be constructed on city-owned right-of-way. Anderson Perry Engineers finished the 100% Construction Plans and NEPA document. It is currently planned that the project will go out to bid over the Winter with early Spring 2021 construction.

Legislative Pathway

- City Council Meeting: [May 14th, 2019 Resolution to Pursue CDBG Grant](#)
- City Council Meeting: [November 12th, 2019 Acceptance of CDBG Grant](#)
- City Council Meeting: [March 10th, 2020 Award Engineering Contract](#)
- City Council Meeting: [April 27th, 2021 Award Construction Contract to Nelson Construction](#)

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Grant Agreement ☐	1 document
Engineering ☐	6 documents
Construction ☐	No documents

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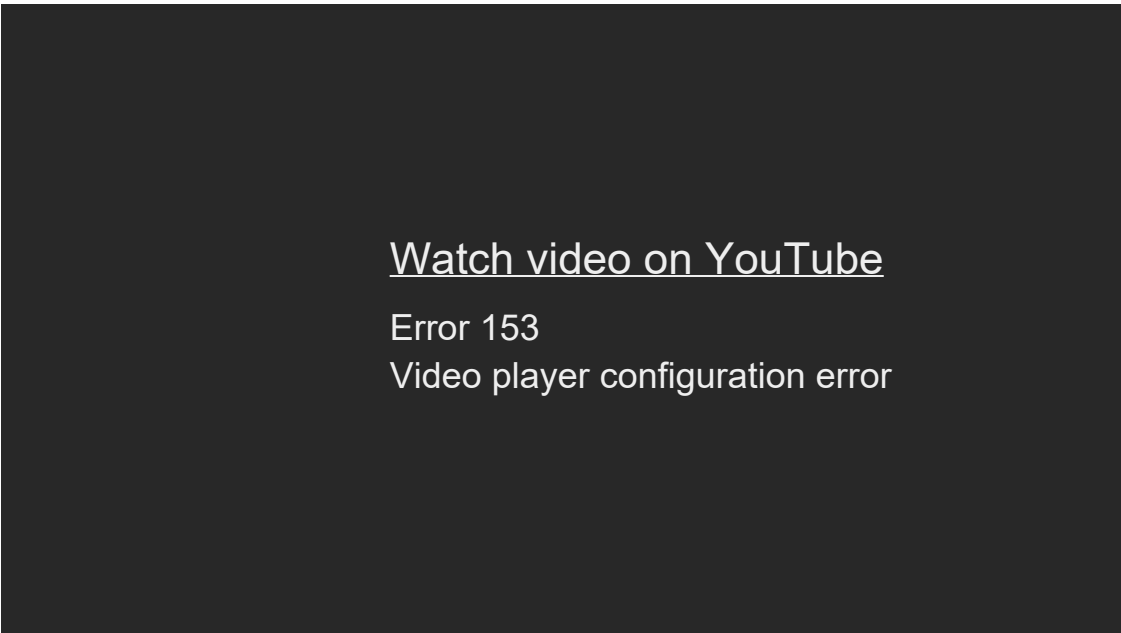
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May 2024 Video Update



November 2022 Project Update



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February 2022 Project Update

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Contact

Community Development Director Jon Rickard

Em: jrickard@cpwa.us

Ph: (509)-394-8524

The Lions Park renovation project will renovate this seven acre community park that dates back to 1969. Anticipated improvements include a splash pad, walking path, pond separation from creek, disabled accessible playground, new restrooms, and more. The City is assembling grant funds. **Project Update (8-1-2024): Nelson Construction has the park property fenced off. The park is closed and off limits to the public while it is being reconstructed. It is estimated that the park will be reopened in time for the 2025 Farmers Market season at the end of May 2025. All public events for FY 2024 which would be held at Lions Park are relocated to Kiwanis Park. Access to the Community Center will be maintained via a pathway accessible via SE 8th Street just east of Larch Avenue.**





Legislative Pathway

- City Council Meeting: [February 27th, 2018 RFQ for Lions Park Design](#)
- Park, Arbor, and Recreation Board: [March 2nd, 2018 Discussion](#)
- City Council Meeting: [March 13th, 2018 Conceptual Design Award](#)
- Park, Arbor, and Recreation Board: [March 23rd, 2018 Site Plan Options](#)
- City Council Meeting: [April 10th, 2018 Draft Concept](#)
- City Council Meeting: [April 24th, 2018 Lions Park Renovation RCO Grant Resolution](#)
- Park, Arbor, and Recreation Board: [April 27th, 2018 Mock Ups](#)
- City Council: [February 12th, 2019 Sherwood Trust Grant Lions Park](#)
- Park, Arbor, and Recreation Board: [June 28th, 2019 Discussion](#)
- Park, Arbor and Recreation Board: [August 23rd, 2019 Design Discussion](#)
- City Council Meeting: [September 10th, 2019 Sherwood Trust Class of 2013 Donation](#)
- Park, Arbor, and Recreation Board: [July 24th, 2020 Grant Applications](#)
- Park, Arbor, and Recreation Board: [December 18th, 2020 Update](#)
- City Council Meeting: [January 26th, 2021 Sherwood Trust Grant Lions Park](#)
- City Council Meeting: [March 9th, 2021 Anderson Perry Contract for Lions Park](#)
- [Bathrooms/AARP Wifi Grant](#)
- City Council Meeting: [April 27th, 2021 State RCO Grant Applicant Match](#)
- City Council Meeting: [June 8th, 2021 Anderson Perry Engineering Contract](#)
- City Council Meeting: [June 22nd, 2021 Sherwood Trust Lions Park Grant Contract](#)
- City Council Meeting: [July 13th, 2021 Accept AARP Grant](#)
- City Council Meeting: [August 24th, 2021 Resolution of Support EDA Tourism Grant](#)
- Park, Arbor, and Recreation Board: [August 27th, 2021 Project Update](#)
- City Council Meeting: [September 28th, 2021 Capital Facility Plan](#)
- Park, Arbor, and Recreation Board: [October 22nd, 2021 Lions Park Community Center](#)

Conceptual

- Park, Arbor, and Recreation Board: [November 19th, 2021 Playground Conceptual](#)
- City Council Meeting: [November 23rd, 2021 Capital Facility Plan](#)
- City Council Meeting: [January 11th, 2022 Acceptance of State WWRP Grant](#)
- City Council Meeting: [January 11th, 2022 Acceptance of State YAF Grant](#)
- Park, Arbor, and Recreation Board: [January 28th, 2022 Playground Conceptual](#)
- City Council Meeting: [February 11th, 2022 State DNR Grant Lions Trees](#)
- Park, Arbor, and Recreation Board: [March 25th, 2022 30% Plans](#)
- City Council Workshop: [May 3rd, 2022 30% Plans](#)
- City Council Meeting: [June 14th, 2022 T-Mobile Hometown Grant](#)
- Park, Arbor, and Recreation Board: [July 22nd, 2022 30% Update](#)
- Park, Arbor, and Recreation Board: [August 26th, 2022 Splash Pad Update](#)
- City Council Meeting: [September 13th, 2022 Port/County .09 Grant Resolution of Support](#)
- Park, Arbor, and Recreation Board: [October 28th, 2022 Lions Park 60% Update](#)
- City Council Meeting: [November 22nd, 2022 FY 2023 to 2028 Capital Facility Plan](#)
- Park, Arbor, and Recreation Board: [December 2nd, 2022 FY 2023 to 2028 CFP](#)
- City Council Meeting: [April 11th, 2023 \(Accept State Ecology Stormwater Award\)](#)
- City Council Meeting: [June 27th, 2023 Lions Park Project Update](#)
- City Council Meeting: [October 10th, 2023 Draft FY 2024 to FY 2029 Capital Facility Plan](#)
- Park, Arbor, and Recreation Board: [November 3rd, 2023 Draft FY 2024 to 2029 Capital Facility Plan](#)
- City Council Meeting: [November 28th, 2023 Adopt FY 2024 to 2029 Capital Facility Plan](#)
- City Council Meeting: [January 9th, 2024 Award Lions Park Project to Nelson Construction](#)
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Contact

Public Works Director Paul Hartwig

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Ph: (509)-394-8526

Update: Central Washington/Shamrock Asphalt has completed pouring asphalt. Striping will occur on Friday, April 16th. Project will close out week of April 19th, 2021. (4-15-2021)

The City of College Place received a grant for over \$287,000 to resurface Meadowbrook Blvd from State Route 125 to Lamperti Street. This project will include a new asphalt surface, fix broken sidewalk panels, and some traffic reconfiguration work at the south partial entrance to Wal-Mart. The engineering work was conducted in Spring 2020. Construction was delayed due to a freeze put on Capital Projects not underway through State Transportation Improvement Board due to funding shortfalls from COVID-19. The freeze was released in December 2020. The construction bid will be awarded in January 2021. The project should wrap up by Summer 2021.

Legislative Pathway

- City Council Meeting: [July 23rd, 2019 Authorization to Pursue Grant](#)
- City Council Meeting: [December 19th, 2019 Transportation Improvement Board Grant Agreement](#)
- City Council Meeting: [January 28th, 2020 Authorization to Contract with Anderson Perry Engineers](#)
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SW SEWER PROJECT

June 14th, 2022: This project is substantially complete. Apollo will be doing a grind and overlay on South College Avenue between Cedar Bend and Mojonnier this Summer to fix some settling issues. The [Public Notice](#) and [Detour Map](#) are located here.

February 16th, 2022 Project Update

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December 1st, 2021 Project Update

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October 1st, 2021 Project Update

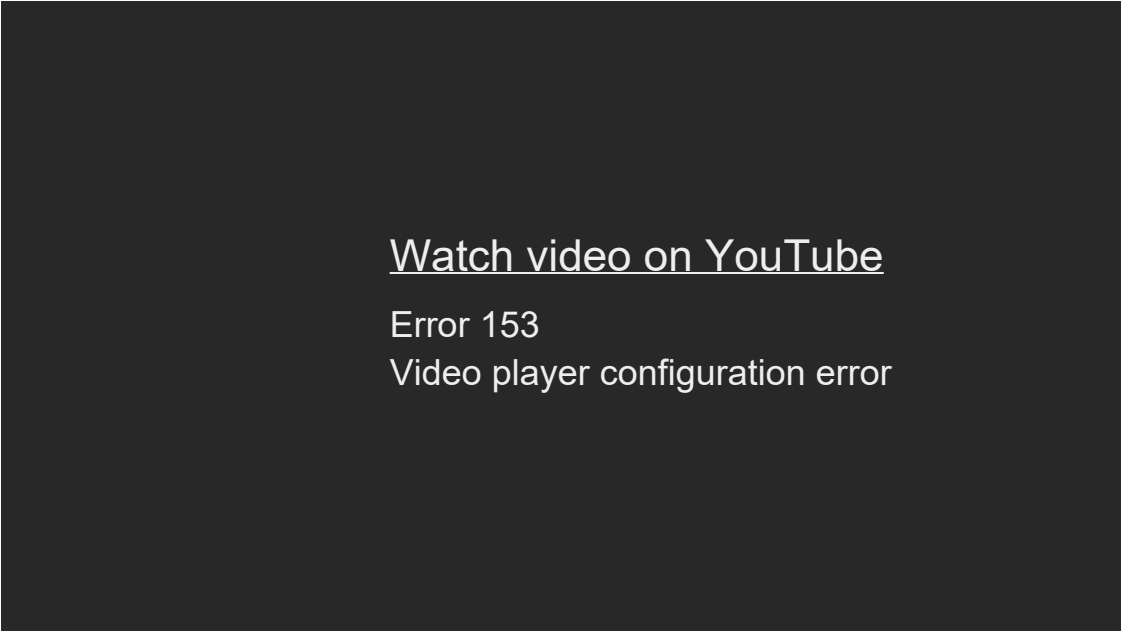
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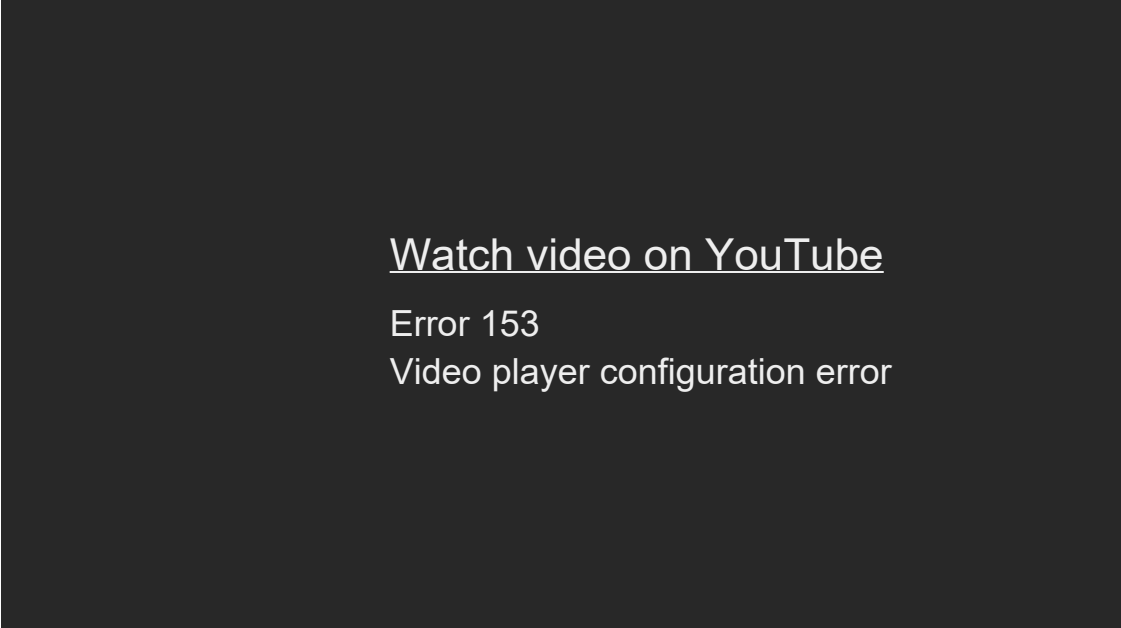
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Mid August 2021 Update



Late April 2021 Update



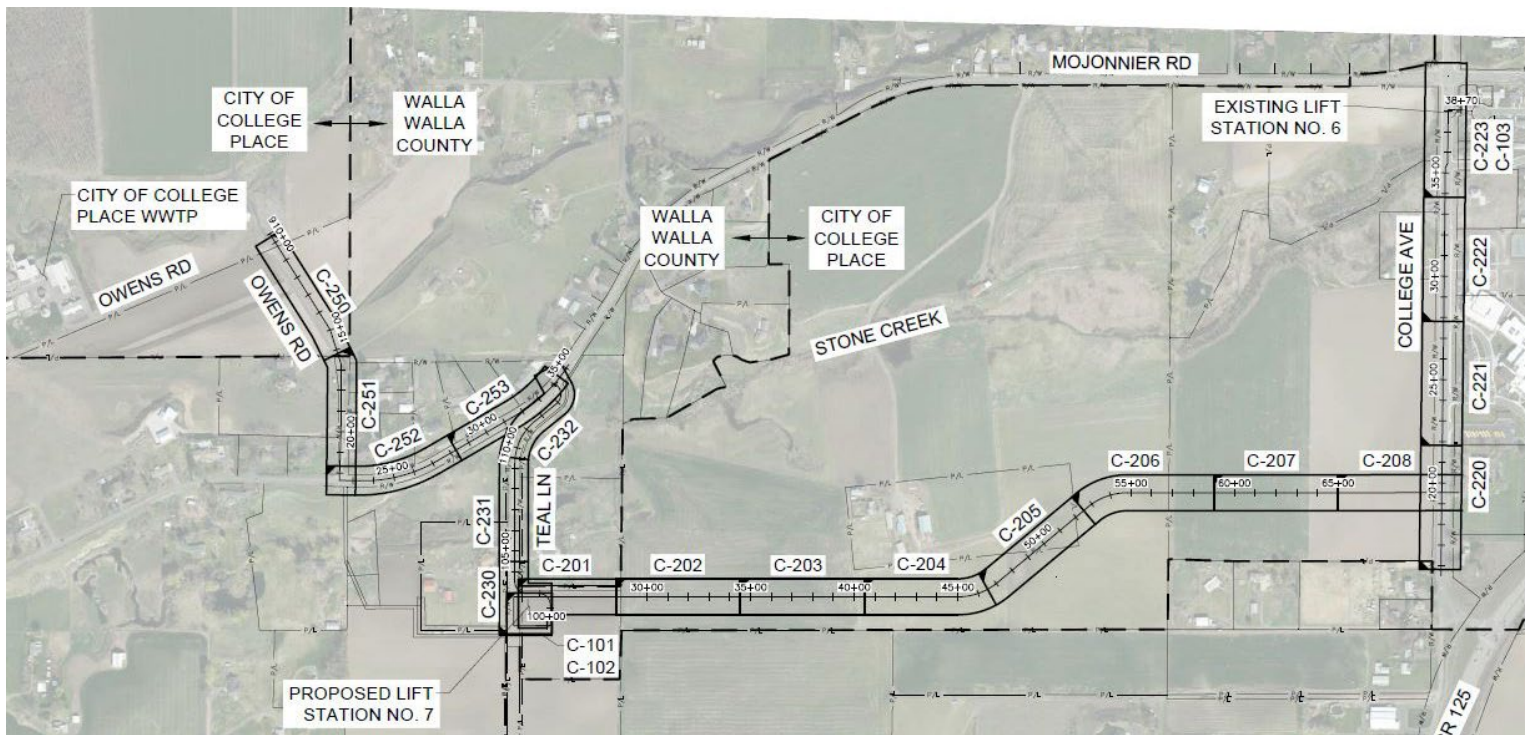
March 2021 Update



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Contacts

Public Works Director Mr. Robert McAndrews

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Ph: (509)-394-8526

[Press Release - S College Ave Temporary Closure \(7-13-2021\)](#)

[Press Release - SW Mojonnier Rd Temporary Closure \(5-10-2021\)](#)

The Southwest Wastewater Trunk Line will provide needed wastewater system capacity for South College Place going from the Commercial Drive area, through Meadowbrook,

Harvest Meadows, and the recently annexed property across from College Place High School. Wastewater will be conveyed west to the City's Wastewater Treatment Plant. A new lift station will be constructed on city-owned property on Teal Rd to replace a temporary, outdated, at capacity lift station at the southeast corner of College Avenue and Lamperti Street. J-U-B Engineering with the assistance of PBS is completing final engineering plans for the project. [This project has appeared in the city's six-year Capital Facility Plan since 2018](#). It is financed through a combination of USDA-Rural Development Grant and Loan Dollars, State Department of Ecology Grant/Loan Dollars, Port .09 Grant, and Wastewater Utility Funds. The estimated cost of the project is around \$7.5 million dollars.

Legislative Gateway

- City Council: [January 23rd, 2018 SW Sewer Plan Update RFP](#)
- City Council: [August 14th, 2018 SW Area Sewer Plan Update](#)
- City Council: [August 28th, 2018: SW Area Sewer Grant Funding Applications](#)
- City Council: [January 22nd, 2019: Authorization to advertise for design of SW Sewer](#)
- City Council Workshop: [February 5th, 2019: MOU for SW Sewer Engineering](#)
- City Council: [February 12th, 2019: MOU for SW Sewer Engineering](#)
- City Council Workshop: [April 2nd, 2019: SW Sewer Lift Station Design Presentation](#)
- City Council: [April 9th, 2019: SW Sewer Engineering Award](#)
- City Council Workshop: September 3rd, 2019 - [SW Sewer Lift Station Property Acquisition](#)
- City Council: [September 10th, 2019: SW Sewer Lift Station Property Acquisition](#)
- City Council: [September 24th, 2019 SW Sewer Property Purchase Agreement](#)
- City Council Workshop: [January 7th, 2020 SW Sewer Update](#)
- City Council: [February 25th, 2020 CERB Prospective Development Grant Application](#)
- City Council Workshop: [May 5th, 2020 SW Sewer Update](#)
- City Council: [June 23rd, 2020 Accept CERB Grant Offer](#)
- City Council: [July 14th, 2020 SW Sewer Public Meeting \(Ecology/USDA-RD\)](#)
- City Council: [July 28th, 2020 SW Sewer Award Construction Engineering](#)
- City Council: [August 4th, 2020 USDA-RD Grant SW Sewer Offer Acceptance](#)
- City Council: [August 25th, 2020 Port .09 Grant Offer](#)
- City Council: [November 24th, 2020 SW Sewer MOU Addendum 1](#)
- City Council: [January 12th, 2021 Award SW Sewer Construction to Apollo Inc](#)
- City Council: [February 23rd, 2021 Department of Ecology Grant/Loan Agreement](#)
- City Council Workshop: [March 2nd, 2021 SW Sewer Construction Update](#)
- City Council: [June 8th, 2021 SW Sewer Bond Ordinance](#)

- City Council Workshop: [September 7th, 2021 Key Project Drilldowns](#)
- City Council: [November 23rd, 2021 USDA-RD Grant Contract](#)

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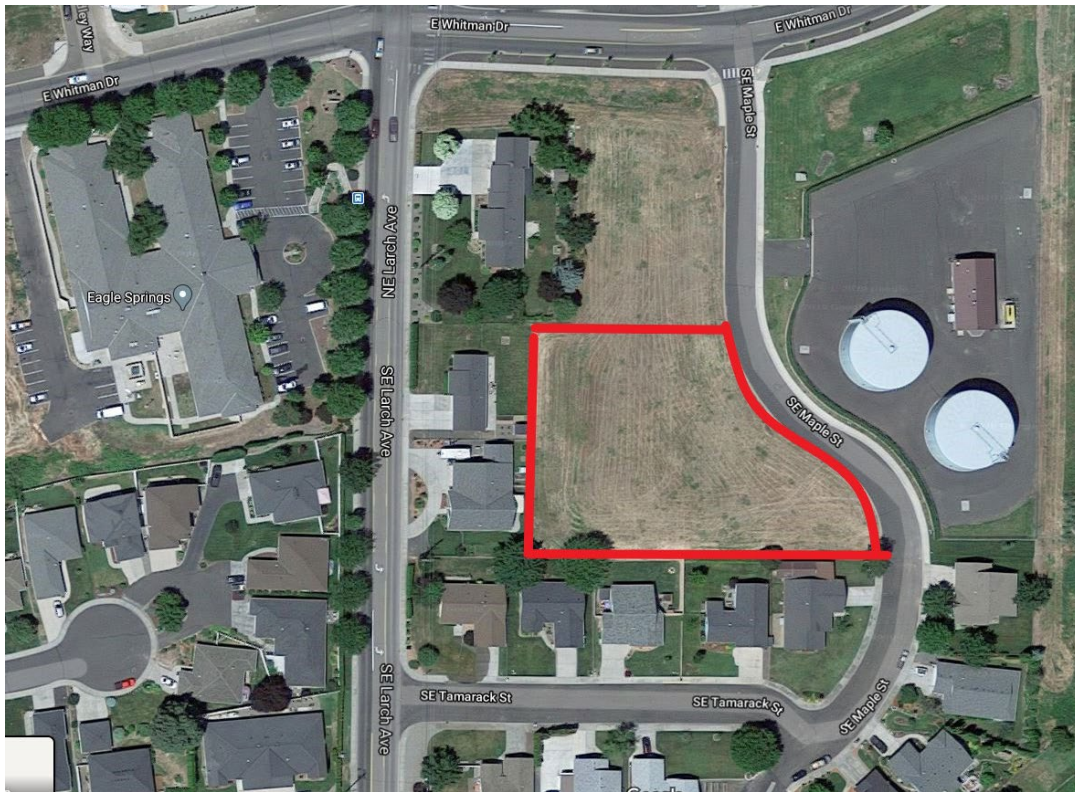


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HOME GOVERNMENT PROJECTS WATER SYSTEM WELL 2 REPLACEMENT

WELL NUMBER #2 REPLACEMENT/WELL #6



March 14th, 2022: Nelson Corp has mobilized to the site and is starting to construct the well house and order the appropriate wellhouse machinery. It is expected this project will be substantially complete by the end of Summer 2022.

Mid August 2021 Update

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April 2021 Update



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Late Fall 2021 Update

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Contact

Public Works Director Robert McAndrews

Em: rmcandrews@cpwa.us

Ph: (509)-394-8526

This project replaces drinking water well #2 and is now known as Well #6. Drinking Water Well #2 experienced severe well shaft/geological issues and through an assessment by Keller Engineering it was determined that it needed to be replaced. The City successfully lobbied for financial assistance in the form of a Legislative Appropriation and a State Department of Health Drinking Water Revolving Fund Grant & Loan. The engineering team is charged with designing the well, well house, and associated mechanical equipment is RH2 Engineering/Keller Engineering. Schneider Well Drilling drilled the well shaft to a depth

of 800 feet. Initial pump tests have indicated it has the ability to pump up to 5,000 gallons per minute. The engineering team is now working on final engineering for the well house and mechanical equipment. The engineering should wrap up by Fall 2021. The well house and mechanical equipment will be constructed throughout Late 2021/Early 2022. The City is aiming to have the well online by Spring 2022.

Legislative Pathway

- City Council: [July 11th, 2017 Well No. 2. Relocation Update](#)
- City Council: [August 22nd, 2017 Well No. 2. Design Contract](#)
- City Council: [September 12th, 2017 Water Bond Ordinance](#)
- City Council: [November 28th, 2017 DWSRF Well No. 2 Relocation Application Approval.](#)
- City Council: [February 28th, 2018 Well No. 2. Relocation Design Contract](#)
- City Council: [July 24th, 2018 DWSRF Well No. 2. Funding Applications](#)
- City Council Workshop: [August 7th, 2018 Well #2 Replacement Project Update](#)
- City Council: [October 23rd, 2018RH2 Contract Amendment for Well No. 2 Relocation SCADA Master Plan](#)
- City Council Workshop: [December 4th, 2018 IGA for Solar Array at Well No. 2.](#)
- City Council Workshop: [April 2nd, 2019 Update on City Well #2 Replacement](#)
- City Council: [April 9th, 2019 Well Drilling Contract with Schneider Equipment](#)
- City Council: [August 13th, 2019 Pacific Power Blue Sky Grant for Solar Array](#)
- City Council: [November 12th, 2019 Well No. 2 DWSRF Supplemental Loan/Grant Applications](#)
- City Council Workshop: [January 7th, 2020 Update on Well No 2/6](#)
- City Council: [January 28th, 2020 Supplemental Request Test Well Drilling Contract](#)
- City Council: [February 11th, 2020 Acceptance of Blue Sky Grant for Solar Array](#)
- City Council Workshop: [May 5th, 2020 Update on Well #2/6](#)
- City Council Workshop: [August 4th, 2020 Update on Well Projects](#)
- City Council: [August 11th, 2020 Supplemental DWSRF Agreement](#)
- City Council Workshop: [February 2nd, 2021 Well #6 Update](#)
- City Council: [August 10th, 2021 Well #6 Update](#)
- Utilities & Transportation Advisory Commission: [August 19th, 2021 Project Update](#)
- City Council Workshop: [September 7th, 2021 Key Project Drilldowns](#)
- City Council: [September 28th, 2021 Capital Facility Plan](#)
- City Council: [October 26th, 2021 Wellhouse Construction & Engineering Award](#)
- Utilities & Transportation Advisory Commission: [November 8th, 2021 FY 2022 to FY 2027 CFP](#)

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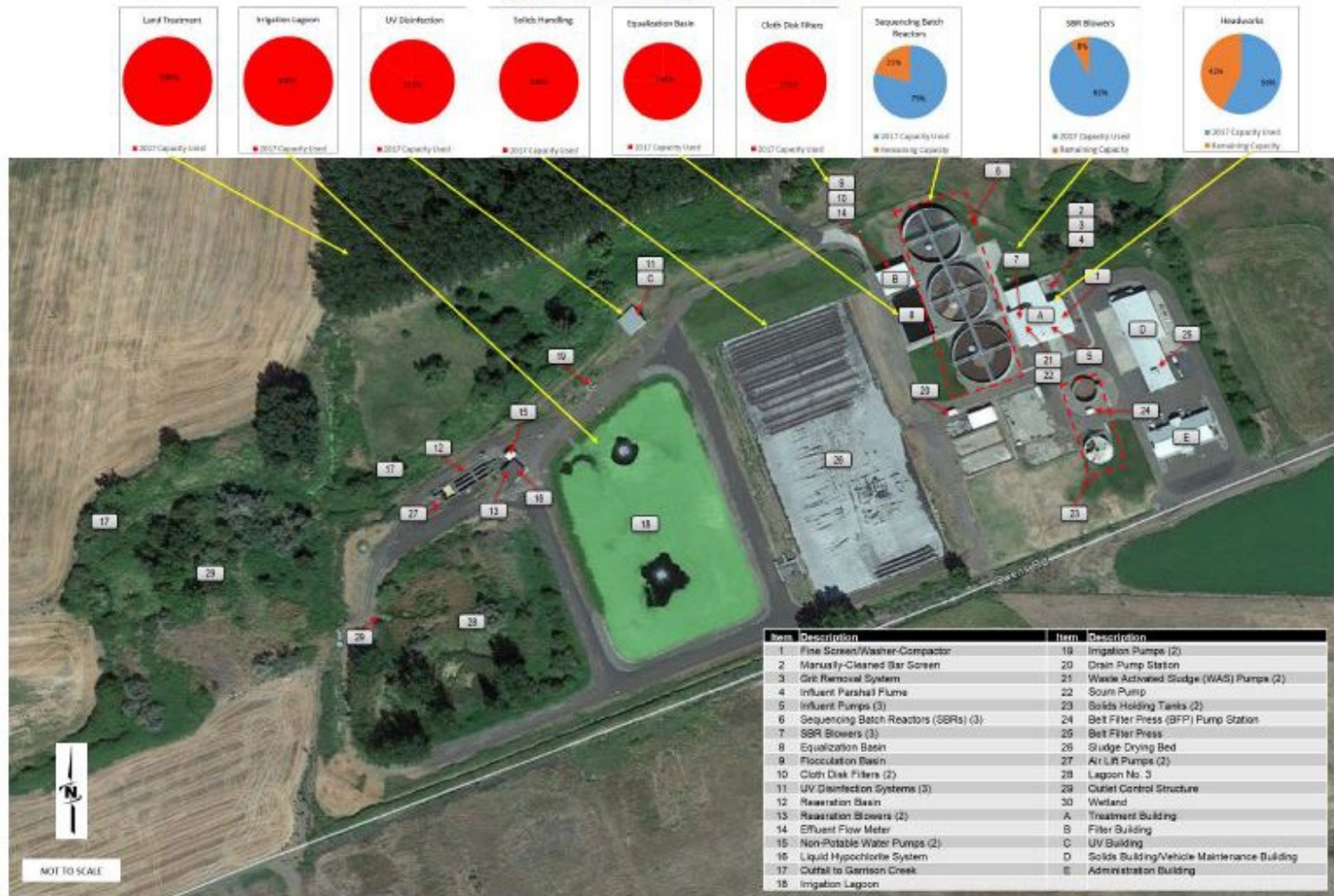
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WASTEWATER TREATMENT PLANT UPGRADES

Phase 1 Improvements amount to nearly \$26 million dollars. The City is investigating a regionalization alternative with the City of Walla Walla throughout 2022. The City is

planning to make filter/mechanical improvements throughout 2023 with decision making on a large holding basin vs. piping cleaned effluent to City of Walla Walla option to be decided upon by end of 2023.

Figure 5-26 - Existing System Capacity Summary



PUBLIC NOTICE
DETERMINATION OF NON-SIGNIFICANCE
ENVIRONMENTAL CHECKLIST
LAND TREATMENT - ABRIDGED ENG. REPORT
GEOTECHNICAL REPORT
BIOLOGICAL ASSESSMENT
CRITICAL AREAS REPORT
WETLAND DELINEATION REPORT

[WWTP PHASE 1 PLANS](#)

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Contact

Mr. Mike Holden - Capital Projects Manager

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Em: mholden@cpwa.us

The College Place Wastewater Facility Plant Upgrade is required as part of the City's permit renewal from the State for operating the wastewater system. The full upgrade is divided over four phases over a period of twenty years. Phase 1 is construction of an

impoundment, upgrade the sequencing batch reactors, replacing equipment, and acquisition of additional land 80 acres (completed) for farming operations for water soluble crops that absorb the treated Class B wastewater. Phase 1 improvements will go through 2023 and have an estimated price tag of \$26 million. [This project has been within the city's six year Capital Facility Plan since 2017.](#) It is being driven solely by State Permitting Regulations. The City is working with State, Federal, and other partners to submit a variety of grants to help pay for the projects to try to cushion the amount of utility rate increases needed to fund the State mandated project. [A flier summarizing the project is located here.](#)

Legislative Gateway

- City Council: [June 26th, 2018 RFP for Treatment Plant Redesign](#)
- City Council: [August 14th, 2018 WWTP Facility Plan Amendment and Public Meeting](#)
- City Council: [March 12th, 2019 Sign Letter of Intent with State DNR for CP 80 Property](#)
- City Council: [April 9th, 2019 Agreement to Study SBR vs. Conventional Treatment at WTP](#)
- City Council: [July 9th, 2019 Funding Agreement with DOE for Design Services](#)
- City Council: [July 23rd, 2019 Purchase & Sale Agreement for CP 80 Property](#)
- City Council: [September 10th, 2019 WTP Design Contract Authorization](#)
- City Council: [January 28th, 2020 WTP Farm Land Application](#)
- City Council: [April 14th, 2020 CP 80 Annexation Discussion](#)
- City Council: [April 28th, 2020 Annexation of CP 80 Property](#)
- City Council: [May 26th, 2020 EDA Grant Application](#)
- City Council Workshop: [March 2nd, 2021 WWTP Plan Update](#)
- City Council: [March 23rd, 2021 Prioritized List of Federal Projects](#)
- Utility & Transportation Advisory Commission: [February 10th, 2022 WWTP Project Update](#)
- City Council Workshop: [March 1st, 2022 WWTP Progress Presentation](#)
- City Council Workshop: [May 3rd, 2022 General Sewer Plan](#)
- Utilities & Transportation Advisory Commission: [May 12th, 2022 General Sewer Plan](#)
- Joint Walla Walla/College Place City Council: [August 22nd, 2022 WWTP Regionalization](#)
- Utilities & Transportation Advisory Commission: [September 8th, 2022 WWTP](#)
- City Council Workshop: [October 4th, 2022 WWTP Regionalization Concept](#)
- City Council Meeting: [October 11th, 2022 WWTP Regionalization Concept](#)
- Utilities & Transportation Advisory Commission: [November 10th, 2022 WWTP](#)
- City Council Meeting: [November 22nd, 2022 FY 2023 to 2028 Capital Facility Plan](#)
- Walla Walla City Council: [December 5th, 2022 WWTP Regionalization Powerpoint](#)

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