



Vancouver City Council

Anne McEnerny-Ogle, Mayor

Bart Hansen • Ty Stober • Erik Paulsen

Sarah J. Fox • Diana H. Perez • Kim D. Harless

City Council Meeting Agenda March 25, 2024

In accordance with the Open Public Meetings Act (OPMA), the Vancouver City Council meeting will be open to in-person attendance. Options for viewing and/or participating in the meeting remotely will also be accommodated (see details below). The City Council will be attending this meeting in person.

All City Council workshops and meetings are broadcast (live closed captioning available) on www.cvtv.org, CVTV cable channels 23 / HD 323, and on the City's Facebook page, www.facebook.com/VancouverUS.

Public testimony will be accepted regarding any matter on the agenda below. ***Advance registration will be required (see details below).***

Unless otherwise announced by the Presiding Officer, each speaker may testify once for up to three minutes under each public testimony opportunity below and will be asked to provide their name and city of residence for the record.

Testimony will be accepted in the following manner:

- **Written comments submitted in advance**

Comments may be sent to council@cityofvancouver.us until 12:00 p.m. March 25. Comments will be compiled and sent to the City Council and entered into the record.

- **In-person or remote testimony during the meeting**

Register in-person at City Hall. In-person registration is open until 6:30 p.m. on March 25. Instructions will be provided on-site.

Register to testify online. Online registration is open until 12:00 p.m. on March 25.

Visit the following website for more information and to register:

<https://www.cityofvancouver.us/departments/mayor-city-council/> under Public Participation, or call the City Manager's Office at (360) 487-8600.

Further instructions for accessing the virtual meeting (for remote testimony) will be provided upon registration.

Upon request, printouts of agenda materials will be provided, including large print.

WORKSHOPS: 5:00-6:00 p.m.

Vancouver City Hall - Council Chambers - 415 W 6th Street, Vancouver WA

Section 30 Update

(Approximately 1 Hour)

Patrick Quinton, Economic Development Director, 360-487-7845

COUNCIL DINNER/ADMINISTRATIVE UPDATES

REGULAR COUNCIL MEETING

6:30 PM

Vancouver City Hall - Council Chambers - 415 W 6th Street, Vancouver WA

Pledge of Allegiance

Call to Order and Roll Call

Approval of Minutes

Minutes - March 4, 2024

Proclamations: International Transgender Day of Visibility

Community Communications

This is the place on the agenda where the public is invited to speak to Council regarding any matter on the Agenda not already scheduled for Public Hearing. (Separate instructions are provided for offering testimony on Public Hearing when applicable.) This includes the option to testify about Workshops. Members of the public addressing Council are requested to give their name and city of residence for the audio record. Speakers are to limit their testimony to a total of three minutes for all items combined.

Consent Agenda (Items 1-14)

The following items will be passed by a single motion to approve all listed actions and resolutions. There will be no discussion on these items unless requested by Council. If discussion is

requested, the item will be moved from the Consent Agenda and considered separately - after the motion has been made and passed to approve the remaining items.

1. Bid Award for SE Mill Plain 139th to 164th Water Quality Retrofits for UICs per Bid #24-16

Staff Report: 052-24

Request: On March 25, 2024, award a construction contract for the SE Mill Plain 139th to 164th Water Quality Retrofits for UICs project to the lowest responsive and responsible bidder, Interlaken Inc., of Fairview, Oregon, at the bid price of \$1,423,751, and authorize the City Manager or designee to execute the same.

Aron Rice, Senior Civil Engineer, 360-487-7170

2. Bid Award for SE 1st Street (SE 177th Avenue to SE 192nd Avenue) project, per Bid #24-11 (Project #PRJ072617)

Staff Report: 053-24

Request: On March 25, 2024, award a construction contract for the SE 1st Street (SE 177th Avenue to SE 192nd Avenue) project to the lowest responsive and responsible bidder, Colf Construction, LLC, of Vancouver, Washington, USA at their bid price of \$10,119,280.99, which includes Washington State sales tax, and authorize the City Manager or designee to execute the same.

Leslie Degenhart, Senior Civil Engineer, 360-487-7710

3. RFQ 40-23 NE 192nd Corridor Improvements

Staff Report: 054-24

Request: Authorize the City Manager, or designee, to execute a professional services agreement with Harper Houf Peterson Righellis Inc. for a contract amount of \$2,068,275.33.

Ivar Christensen, Senior Civil Engineer, 360-487-7765; Hassan Abdalla, Engineering Manager, 360-487-7704

4. Professional Services Agreement for Water Station 4 Per- and polyfluoroalkyl substances (PFAS) Treatment System Preliminary Design (RFQ 71-23)

Staff Report: 055-24

Request: Authorize the City Manager, or designee, to execute a professional services agreement between the City of Vancouver and Stantec for an estimated amount not to exceed \$615,741.12.

5. Active Net Contract Amendment Approval

Staff Report: 056-24

Request: Authorize the City Manager, or designee, to continue to use ACTIVENet / Athlactron software for Recreation and Special Event program needs, up to a maximum of \$950,000 through December 31, 2027.

*David Perlick, Parks, Recreation & Cultural Services
Director, 360-487-8314*

6. Interlocal Agreement with Clark County Correction Services for Offender Restitution Crew Labor/Maintenance Services

Staff Report: 057-24

Request: Authorize the City Manager, or their designee, to sign an Interlocal Agreement with Clark County Correction Services for offender restitution crew labor/maintenance services.

Michael Cero, Operations Superintendent, 360-487-8245

7. Interlocal Agreement with Clark County for Solid Waste Planning

Staff Report: 058-24

Request: Authorize the City Manager or designee to sign the Interlocal Agreement for Solid Waste Planning between Clark County and the City of Vancouver.

Julie Gilbertson, Solid Waste Supervisor, 360-487-7162

8. Interlocal Agreement with Clark County for Solid Waste Coordination

Staff Report: 059-24

Request: Authorize the City Manager, or designee, to sign the Interlocal Agreement for Solid Waste Coordination Clark County and the City of Vancouver.

Julie Gilbertson, Solid Waste Supervisor, 360-487-7162

9. Approval of Interlocal Agreement with Cities of Camas and Washougal for Creation of Southwest Region Opioid Abatement Council

Staff Report: 060-24

Request: Authorize the City Manager, City Attorney, and/or designee to execute and approve the attached Interlocal Agreement with the Cities of Camas and Washougal to establish the Southwest Region Opioid Abatement Council.

10. **Resolution to apply for the Washington Recreation and Conservation Office Parks Grants**

Staff Report: 061-24

A RESOLUTION authorizing applications for funding assistance for multiple projects from state or federal grant programs, including Washington Wildlife and Recreation Program (WWRP), the Land and Water Conservation Fund (LWCF) administered by the Recreation and Conservation Office (RCO) and the National Park Service as provided in Chapter 79A.15 79A.25 RCW and WAC 286, Community Outdoor Athletic Facilities (COAF), Boating Facilities Program (BFP), and Youth Athletic Fields (YAF).

Request: Adopt a resolution authorizing Parks, Recreation & Cultural Services to apply for grant projects discussed above and authorize the City Manager, or designee, to execute all required documentation associated with the grant applications.

*Dave Perlick, Parks, Recreation & Cultural Services
Director, 360-487-8314; Monica Tubberville, Senior Park
Planner, 360-487-8353*

11. **Right-of-way vacation of SE 189th Ave**

Staff Report: 062-24

A RESOLUTION fixing April 15, 2024, as the date for a public hearing on a proposal to vacate public right-of-way associated with SE 189th Avenue, on the north side of SE 15th Street, located within the Southeast Quarter of Section 31, Township 2 North, Range 3 East, Willamette Meridian, City of Vancouver, Clark County, Washington.

AN ORDINANCE vacating the right-of-way associated with SE 189th Avenue, on the north side of SE 15th Street, located within the Southeast Quarter of Section 31, Township 2 North, Range 3 East, Willamette Meridian, City of Vancouver, Clark County, Washington; and providing for an effective date.

Request: On March 25, 2024, adopt a resolution of intent and approve ordinance on first reading to vacate a portion of public right-of-way associated with SE 189th Avenue located within the Southeast Quarter of Section 31, Township 2 North, Range 3 East, Willamette Meridian, setting the date of public hearing for April 15, 2024.

Ryan Lopossa, Transportation Division Manager, 360-487-7706

12. **Right-of-way vacation at Brady Rd & 192nd Ave**

Staff Report: 063-24

A RESOLUTION fixing April 15, 2024, as the date for a public hearing on a proposal to vacate public right-of-way associated with SE Brady Road, at the northwest corner of the intersection of SE 192nd Avenue and SE Brady Road, located within the Northwest Quarter of Section 8, Township 1 North, Range 3 East, Willamette Meridian, City of Vancouver, Clark County, Washington.

AN ORDINANCE vacating the right-of-way associated with SE Brady Road, at the northwest corner of the intersection of SE 192nd Avenue and SE Brady Road, located within the Northwest Quarter of Section 8, Township 1 North, Range 3 East, Willamette Meridian, City of Vancouver, Clark County, Washington; and providing for an effective date.

Request: On March 25, 2024, adopt a resolution of intent and approve ordinance on first reading to vacate a portion of public right-of-way associated with SE Brady Road located within the Northwest Quarter of Section 8, Township 1 North, Range 3 East, Willamette Meridian, setting the date of public hearing for April 15, 2024.

Ryan Lopossa, Transportation Division Manager, 360-487-7706

13. **Vancouver Innovation Center Revision**

Staff Report: 064-24

AN ORDINANCE amending the Vancouver Innovation Center (VIC) Mixed Use Master Plan (Master Plan) and Development Agreement (DA) for parcels 126455000, 126816000, 986056494, and 986065748 located at 18110 SE 34th Street; providing for severability; and providing for an effective date.

Request: On Monday, March 25, 2024, approve the ordinance first reading; setting date of second reading and quasi-judicial public hearing for April 1, 2024.

Mark Person, Senior Planner, 360-487-7885

14. **Approval of Claim Vouchers**

Request: Approve claim vouchers for March 25, 2024.

Communications

A. From the Council

B. From the Mayor

C. From the City Manager

Homelessness Emergency Situation Report #4

Green Building Policy Update

Council Policies Workshop Preview

Adjournment

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TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 3/25/2024

SUBJECT Section 30 Update

ATTACHMENTS:

▣ Presentation



Section 30 Update: Future Land Uses

Chad Eiken, Director, CDD

Patrick Quinton, Director, EP&H

March 25, 2024

Agenda



**Section 30
Background**



**Pre-
Annexation
Development
Agreements**

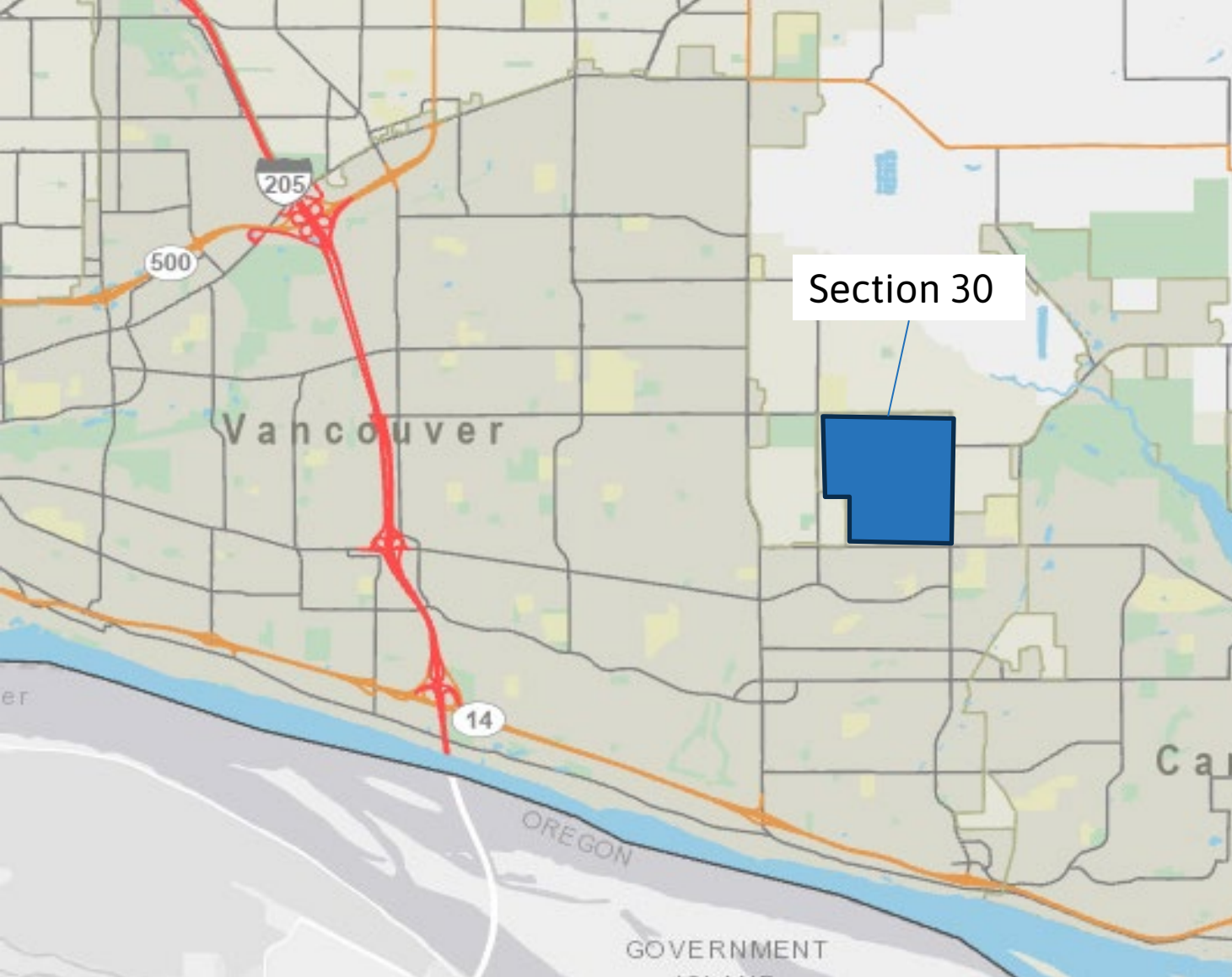


**Current
Situation:
Likely
Outcomes**



**Possible
Alternative
Approach**





Background

- Section 30: 508 acres annexed in 2008
- Pre-annexation D.A.'s (PADAs) allow wide variety uses
- Section 30 Subarea Plan and standards adopted in 2009
- City vision: Mixed use employment center



Section 30 Property Ownership





Development Outcomes Uncertain

- Pre-Annexation Development Agreements (PADAs) allow development uses and standards in place prior to annexation
- PADAs with most vacant land expire in 2026
- Property owners have incentive to vest to allowed uses prior to expiration of PADAs



PADA Uses of Concern

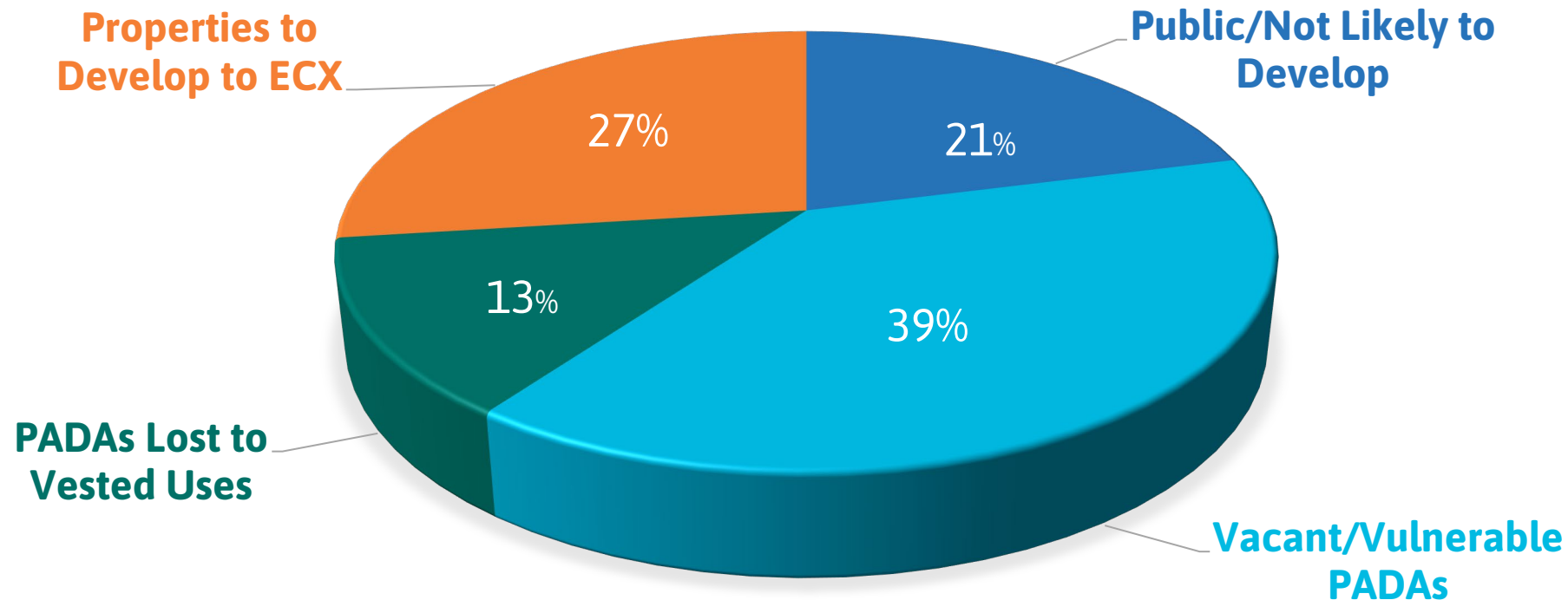
Development types inconsistent with Section 30 Plan

- Single use warehouse/distribution
- Motor vehicle sales/rental
- Motor vehicle servicing/repair
- Self-service storage
- Drive thru
- Bulk Sales
- Outdoor Sales
- Concrete mixing and batching
- Car washes
- Aggregate products
- Mining and related uses
- Single-family detached homes
- Asphalt batch plant



Distribution of Properties by Development Category

Vacant PADA Properties = 197 acres (39% of Sec. 30)

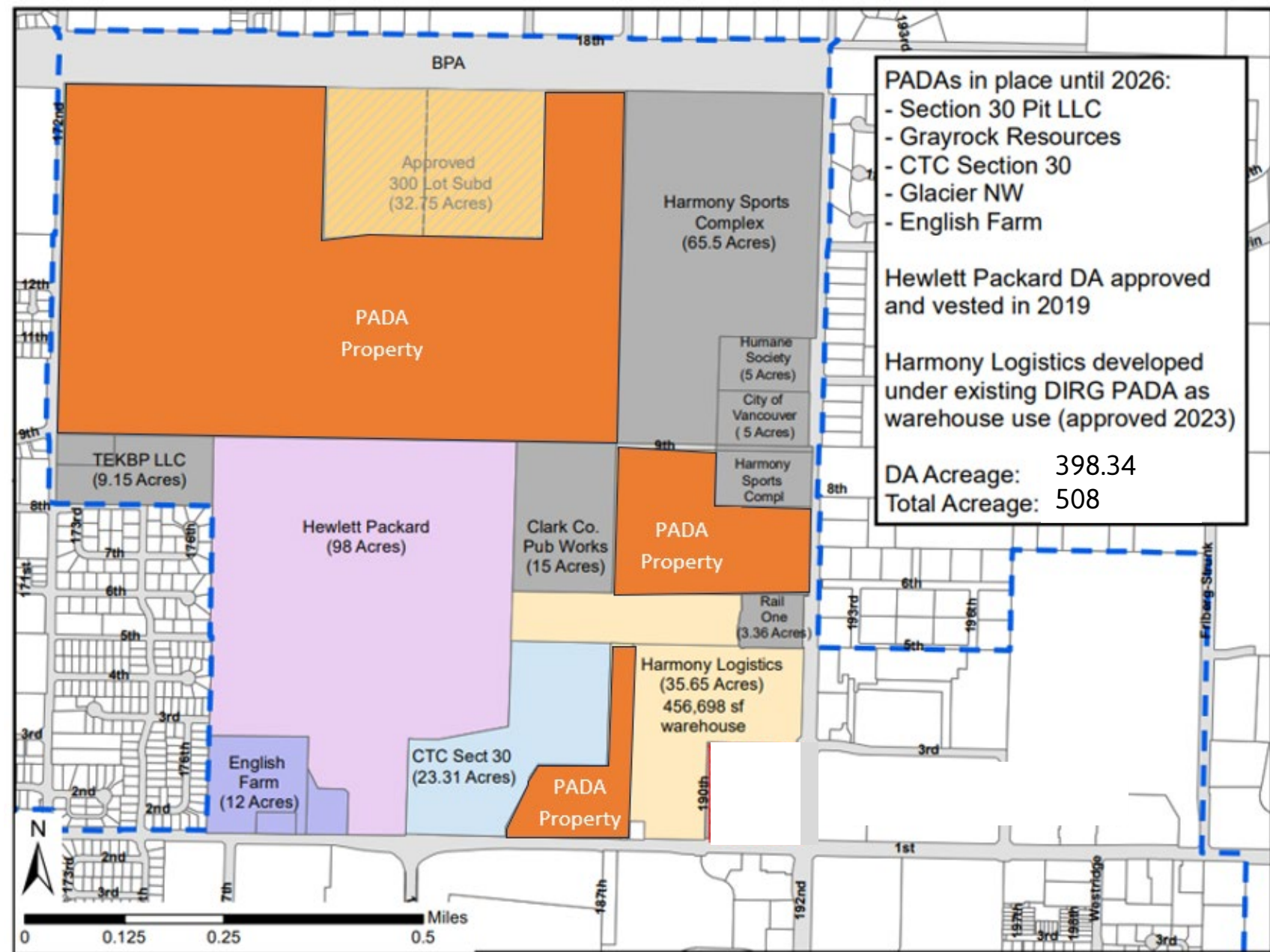


Background

Vacant & Vulnerable

PADA

Properties



Economic Development Context

Low likelihood of future high job density development in Sec. 30

- Limited ability to direct development of PADA properties under existing DAs
- Uncertain demand for single use large lots given changes in local economy
- Significant deterioration in market conditions for all development types, especially for new office and other high job density development
- Commercial development targeting high wage jobs generally led by specialized real estate firms (e.g., VIC)



Proposed Solution

- Extend all PADAs for 1 year initially to allow for work on code changes
- Initiate code changes that allow for an alternative approach closer to Section 30 vision for PADA properties
- Extend term of the PADAs by two additional years for any property owner who 1) commits to the alternative path and 2) forgoes their rights to vested uses of concern under the PADA
- Staff process development applications as Type II Site Plans, with final approval by City Planning staff.
- Extension of time allows for change in market conditions to facilitate better utilization of vacant properties



Employment Lands Supply

Impact of proposed change on planning for future job growth

- City and County Comprehensive Plans currently reviewing adequacy of employment capacity
- Vancouver has successfully absorbed new job growth with existing land supply
- Evolution of economy, including growth in certain industries and work from home, will result in higher job density in existing land supply
- Significant opportunities for redevelopment and reuse of existing properties, including mixed use projects



Proposed Timeline

Q1 2024	Q2 2024	Q3 2024	Q4 2024
<ul style="list-style-type: none"> • Sub-quorum briefings with Council • Letters of Intent negotiated with property owners • March 25 Council WS 	<ul style="list-style-type: none"> • Council action on 1-year extensions to PADAs without conditions 	<ul style="list-style-type: none"> • City staff develop possible changes to VMC 20 re. uses and development standards • PC and Council Workshops (1 each) 	<ul style="list-style-type: none"> • PC and Council hearings and action on code changes • Council action on revised D.A.'s to extend 2 more years and waive of PADA uses



Discussion



Thank You





Item #

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 3/25/2024

SUBJECT Minutes - March 4, 2024

Action Requested

Approve the meeting minutes of March 4, 2024.

ATTACHMENTS:

- March 4, 2024 Meeting Minutes

March 4, 2024

WORKSHOPS: 4:00-6:00 p.m.

Vancouver City Hall - Council Chambers - 415 W 6th Street, Vancouver WA

Workshops were conducted in person in the Council Chambers of City Hall. Members of the public were invited to view the meeting in person, via the live broadcast on www.cvtv.org and CVTV cable channels 23 or HD 323, or on the City's Facebook page, or www.facebook.com/VancouverUS.

View the CVTV video recording, including presentations and discussion, for workshops at:

https://www.cvtv.org/vid_link/36295?startStreamAt=0&stopStreamAt=6367

Worker's Compensation Insurance

(Approximately 1 hour)

Lee Lofton, Deputy Human Resources Director, 360-487-8415

Summary

Staff led Council through a discussion of the Worker's Compensation Insurance.

Councilmember Fox was late to the workshop.

Comprehensive Plan Update

(Approximately 1 hour, to immediately follow previous workshop)

Rebecca Kennedy, Deputy Community Development Director; 360-487-7896

Summary

Staff led Council through a discussion of the Comprehensive Plan Update.

COUNCIL DINNER/ADMINISTRATIVE UPDATES

COUNCIL REGULAR MEETING

This meeting was conducted as a hybrid meeting with in person and remote viewing and participation over video conference utilizing a GoToMeeting platform. Members of the public were invited to view the meeting in person, via the live broadcast on www.cvtv.org and CVTV cable channels 23 or HD 323, or on the City's Facebook page, www.facebook.com/VancouverUS. Public access and testimony on Consent Agenda items and under the Community Forum were also facilitated in person and via the GoToMeeting conference call.

Vancouver City Council meeting minutes are a record of the action taken by Council. To view the CVTV video recording, including presentations, testimony and discussion, for this meeting please visit: https://www.cvtv.org/vid_link/36295?startStreamAt=0&stopStreamAt=6367 Electronic audio recording of City Council meetings are kept on file in the office of the City Clerk for a period of six years.

Pledge of Allegiance

Call to Order and Roll Call

The regular meeting of the Vancouver City Council was called to order at 6:30 p.m. by Mayor McEnerny-Ogle. This meeting was conducted as a hybrid meeting, including both in person and remotely over video conference.

Present: Councilmembers Harless, Perez, Fox, Paulsen, Stober, Hansen, and Mayor McEnerny-Ogle

Absent: None

Approval of Minutes

Minutes - February 12, 2024

Motion by Councilmember Stober, seconded by Councilmember

Hansen, and carried unanimously to approve the meeting minutes of February 12, 2024.

Proclamations: Red Cross Month

Mayor McEnery-Ogle read and presented a proclamation to Derek Chinn, Regional Director of the Southwest Washington Red Cross, proclaiming March 2024, as American Red Cross Month.

Community Communications

Mayor McEnery-Ogle opened Community Communication and received no testimony from community members regarding any matter on the agenda not scheduled for a Public Hearing.

There being no testimony, Mayor McEnery-Ogle closed Community Communication.

Consent Agenda (Items 1)

Motion by Councilmember Stober, seconded by Councilmember Harless, and carried unanimously to approve the Consent Agenda.

1. Approval of Claim Vouchers

Request: Approve claim vouchers for March 4, 2024.

Motion approved claim vouchers in the amount of \$8,182,478.46.

Communications

A. From the Council

B. From the Mayor

C. From the City Manager

Housing Code Update

Bryan Snodgrass, Principal Planner, and Rebecca Kennedy, Deputy Community Development Director, discussed the Housing Code Update.

EXECUTIVE SESSION RE: Personnel - RCW 42.30.110(1)(g) (1 HR)

Mayor McEnery-Ogle announced the Council would be entering into executive session from 7:23-8:23 p.m. to discuss Personnel.

Adjournment

8:23 p.m.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

The written comments below are those of the submitter alone and are not representative of the views of CVTV or the City of Vancouver, its elected or appointed officials, or its employees.

From: [PETER BRACCHI](#)
To: [City Council](#)
Subject: City council meeting 4-4-24 failure to oath of office resend with pictures
Date: Monday, March 4, 2024 10:43:31 AM

[You don't often get email from [REDACTED]. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

CAUTION: This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Our city elected leaders have failed to enforce laws they created.

Do as we Say - Not as we Do

The city says no Urban Growth in Critical Areas.

Over the 18 months the city has established and allowed the Homeless to Homestead plots in the Critical Areas west of Andresen.

This is a Critical Aquifer Recharge and Fish and wildlife habitat Area.
This land is adjacent to wetlands, frequently flooded and shoreline conservation areas.

Homesteading allows clearing of land, brush and cutting down of trees and the burning of wood and water pollution.

The lack of toilets leads to Fecal Coliform pollution of Ground Water and adjacent 303d Burnt Bridge Creek along with Potential Harmful Materials.



Thanks Peter

From: [Wynn Grcich](#)
To: [Rebecca Messinger](#); [Dollar, Sarah](#)
Subject: Weed smoking
Date: Thursday, February 29, 2024 10:43:35 PM

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<https://www.kron4.com/news/bay-area/smoking-weed-daily-as-bad-as-cigarettes-according-to-study/> please send to council members and MELNECK. Put on public record and confirm.
Thanks from Wynn

From: [Wynn Grich](#)
To: [Rebecca Messinger](#); [Dollar, Sarah](#)
Subject: Fwd: Inadvertent Exposure to Pharmacologically Designed Lipid Nanoparticles Via Bodily Fluids: Biologic Plausibility an...
Date: Sunday, March 3, 2024 5:32:24 PM

CAUTION: This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please send to council members and MELNECK. Put on public record and confirm that you did. Thanks from Wynn

----- Forwarded message -----

From: "Peter McCullough, MD from Courageous Discourse™ with Dr. Peter McCullough & John Leake" <[REDACTED]>
Date: Sun, Mar 3, 2024, 2:41 AM
Subject: Inadvertent Exposure to Pharmacologically Designed Lipid Nanoparticles Via Bodily Fluids: Biologic Plausibility an...
To: <[REDACTED]>

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Inadvertent Exposure to Pharmacologically Designed Lipid Nanoparticles Via Bodily Fluids: Biologic Plausibility and Potential Consequences

Evidence on COVID-19 Vaccine Shedding--It's a Real Concern

PETER MCCULLOUGH, MD
MAR 3



READ IN APP

LISTEN TO POST · 4:05

By Peter A. McCullough, MD, MPH

One of the most frequent concerns I hear from unvaccinated persons is about shedding of either mRNA or vaccine Spike protein onto the unvaccinated. It is real? What is the evidence? Halma et al have published a recent analysis with data from the CDC Vaccine Adverse Event Reporting System indicating specific circumstances where there should be considerable concern:

“Biodistribution may not be limited to the body of the vaccine recipient, as a growing body of evidence demonstrates the possibility of secondary exposure to vaccine particles. These can be via bodily fluids and include the following routes of exposure: blood transfusion, organ transplantation, breastfeeding, and possibly other means. As covid-19 vaccines are associated with an increased risk of stroke, the persistence of vaccine artifacts in the blood presents a possible threat to a recipient of a blood donation from a vaccinated donor who suffered from vaccine induced thrombosis or thrombocytopenia. (VITT) We assess the feasibility and significance of these risks through an overview of the case report literature of blood disorders in vaccinated individuals, pharmacovigilance reports from the US Vaccine Adverse Events Reporting System (VAERS) and a meta-analysis of the available literature on organ transplants from vaccinated organ donors. Our analysis establishes biological mechanistic plausibility, a coherent safety signal in pharmacovigilance databases for secondary vaccine contents exposure (for the cases of blood transfusion and breastfeeding) and also an elevated level of adverse events in organ transplants from VITT [vaccine induced thrombotic thrombocytopenia]-deceased donors, echoing increases in organ transplantation related complications seen in national statistics for some countries. Secondary exposure to vaccine artifacts is a potential explanation for some of the cases put forth, and requires a deeper investigation.”



The bottom line is that vaccinated mothers breast feeding and organ donors who underwent COVID-19 vaccination almost certainly transfer worrisome mRNA, adenoviral DNA, Spike protein, and or anti-platelet factor-4 antibodies (VITT) to the recipient. This is triggering reports to the VAERS system that should be evaluated by

obstetricians and transplant physicians as they guide patients through this period of time where so many people were forced into poorly advised mass vaccination.

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Peter A. McCullough, MD, MPH

President, McCullough Foundation

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Staff Report: 052-24

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 3/25/2024

SUBJECT Bid Award for SE Mill Plain 139th to 164th Water Quality Retrofits for UICs per Bid #24-16

Key Points

- The project will install 270 linear feet of storm sewer pipe and replace 11 drywells with Department of Ecology approved Contech Infiltration Storm Filter Manholes, treating runoff from approximately 11 acres of impervious pollution-generating surfaces.
- This project is funded in part through a Department of Ecology Stormwater Grant, covering approximately 75% of all project costs.
- The City received 5 bids for the project.
- Staff proposes awarding a contract to the lowest, responsive bidder, Interlaken Inc., of Fairview, Oregon, at the bid price of \$1,423,751.

Strategic Plan Alignment

Climate and Natural Systems – Environmental stewardship and efforts to address climate change to ensure a sustainable future.

Present Situation

SE Mill Plain Boulevard is a 6-lane principal arterial corridor providing access to various properties and businesses. Stormwater pollutants in this area include oils, metals, and organic materials. Soils in this portion of the Columbia Slope basin are excessively draining and infiltration rates are high. Direct infiltration through Underground Injection Control (UIC) wells is used almost exclusively for stormwater runoff control in this area currently with minimal water quality treatment.

This project will improve the regulated wells by retrofitting the current system to treat stormwater prior to infiltration, treating approximately 11 acres of pollution-generating impervious surfaces.

On 2/27/2024, the City received 5 bids for the subject project. The bids ranged between \$1,423,751 and \$2,176,007. The low bidder was responsive. The bids are as follows:

SUMMARY OF BIDS	

BIDDER	AMOUNT
Interlaken Inc., Fairview, Oregon	\$1,423,751.00
Grade Werks Excavating, LLC., Battle Ground, Washington	\$1,429,241.00
Western United Civil Group, LLC., Yacolt, Washington	\$1,467,356.00
Advanced Excavating Specialist, Kelso, Washington	\$1,572,620.00
Clark and Sons Excavating Inc., Battle Ground, Washington	\$2,176,007.00
Engineers' Estimate	\$1,367,975.00

The contractor intends to meet the 3% apprenticeship goal by utilizing 102 apprenticeship hours of the total 2,434 project hours.

Advantage(s)

1. The goal of this project is to improve groundwater quality by removing sediments and contaminants from stormwater runoff before infiltrating into the ground.
2. This project will further benefit the protection of the sole source aquifer drinking water supplies for the City of Vancouver.
3. City Operations staff are less likely to need to respond to flooding calls in this location, freeing up staff and equipment to respond to other locations in the City.
4. This project is funded in part through a grant from the Department of Ecology.

Disadvantage(s)

None

Budget Impact

Approximately 75% of all project costs are funded through a Department of Ecology Stormwater Grant. The remaining 25% of the project is funded by the Surface Water Utility Fund as part of the Capital Improvement Program.

Prior Council Review

Project funding was previously reviewed by Council as part of the 2023-2024 Surface Water Construction Capital Budget.

Action Requested

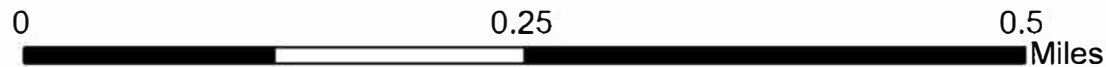
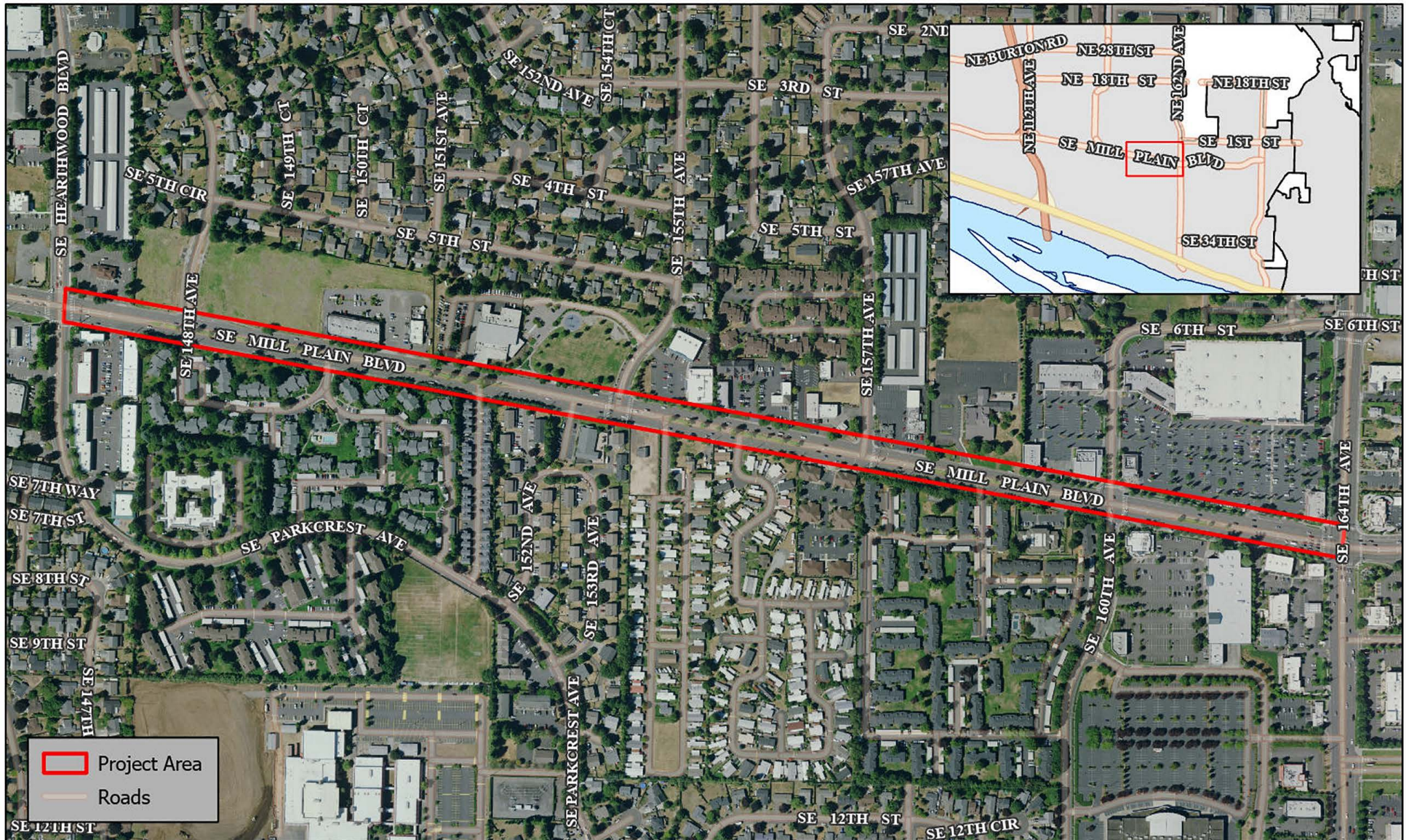
On March 25, 2024, award a construction contract for the SE Mill Plain 139th to 164th Water Quality Retrofits for UICs project to the lowest responsive and responsible bidder, Interlaken Inc., of Fairview, Oregon, at the bid price of \$1,423,751, and authorize the City Manager or designee to execute the same.

Aron Rice, Senior Civil Engineer, 360-487-7170

ATTACHMENTS:

- ▣ Vicinity Map
- ▣ Unexecuted Contract

SE Mill Plain UIC Project Area



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CONSTRUCTION CONTRACT # C-101594
BID 24-16: SE Mill Plain 139th to 164th Water Quality Retrofits for UICS

This Contract (hereinafter referred to as the "Contract") is entered into by and between the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington (hereinafter referred to as the "City") and Interlaken, Inc., PO Box 2010, Fairview, OR 97024 (hereinafter referred to as the "Contractor"). The City and Contractor may be collectively referred to herein as the "parties" or individually as a "party".

WHEREAS, the City desires to engage the Contractor to provide public works construction and other related services for the work described herein;

WHEREAS, Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 24-16 and all addenda thereto, Contractor's Bid to said ITB, the Project Plan Set and Special Provisions, and City Council's approval on **Month Day, Year** per Staff Report No. ##-##; and

WHEREAS, the Contractor represents by entering into this Contract that it is fully qualified to perform the work to which it will be assigned in a competent and professional manner, and to the standards required by the City.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

- 1. STATEMENT OF WORK:** The Contractor hereby agrees to furnish all materials, labor, tools, machinery and implements of every description necessary to complete the work in a professional manner within the time limits stated in this Contract for the construction and installation of the following improvements and will make all necessary arrangements for the obtaining of permits from the United States, State of Washington, and/or any of its agencies as may be necessary to do the work required and covered by this Contract.

This Contract provides for the improvement of furnishing and installing pre-sedimentation manholes, StormFilter infiltrators, drywells, storm pipe, perforated storm pipe, asphalt restoration and all other work necessary to complete the project as shown on the plans and specified herein. The contractor shall furnish and install approximately 270 linear feet of storm sewer pipe, 11 manholes, asphalt restoration and other work, all in accordance with the attached Plan Set, these Contract Provisions, and the Standard Specifications, hereafter referred to as "Work."

The Contract Work shall be Physically Complete within 120 Working Days from the Notice to Proceed.

2. **EFFECTIVE DATE:** This Contract is effective as of the last signature of the Contract.
3. **E-VERIFY PROGRAM:** Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Contract. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Contract are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.
4. **CONTRACTOR RESPONSIBILITIES FOR SUBCONTRACTORS:** The Contractor shall include the language of this section in all tier subcontracts and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier. The Contractor shall require all subcontractors to comply with all relevant federal, state and municipal laws, rules and regulations whatsoever.

At the time of subcontract execution, the Contractor shall verify that all tier subcontractors meet the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. Have received training on the requirements related to public works and prevailing wage as required by RCW 39.04.350;
4. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.
5. If applicable, have:
 - i. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - ii. A Washington Employment Security Department reference number, as required in Title 50 RCW;
 - iii. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - iv. An electrical contractor license, if required by Chapter 19.28 RCW;
 - v. An elevator contractor license, if required by Chapter 70.87 RCW.
6. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).

5. **DELINQUENT STATE TAXES:** The Contractor shall not owe delinquent taxes to the

Washington State Department of Revenue without a payment plan approved by the Department of Revenue.

- 6. COMPENSATION AND SCHEDULE OF PAYMENTS:** In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the City, the City agrees to pay to the Contractor as prescribed in the solicitation and Contractor's Bid, and in accordance with the ordinances of the City of Vancouver and the laws of the State of Washington, the following sum as indicated, which amount does include 8.7% Washington State Sales Tax (if applicable) \$1,423,751.00 USD.

The amount finally to be paid is, however, variable upon the Work actually performed and final payment will be made upon the basis of the amount of work performed and the materials furnished, and at the lump sum or unit prices fixed in the Contractor's Bid and as modified by any and all approved Change Orders.

- 7. CONTRACTOR'S INSURANCE:** The Contractor agrees to the following requirements relating to insurance coverage. Provide a Certificate of Liability Insurance. Said certificate must be provided on a standard "ACORD" form, or its equivalent, and must provide that coverage shall not be canceled or modified without 30 days prior written notice to the City of Vancouver.

In addition, all policies shall be issued by an insurance company licensed to do business in the State of Washington. The City of Vancouver may inspect all policies and copies shall be provided to the City upon request.

The Contractor agrees to procure insurance coverage as required below:

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Occurrence	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this Contract.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	Statutory

COVERAGE	LIMITS OF LIABILITY
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000
IV. Pollution Legal Liability	
Each Claim	\$3,000,000
Annual Aggregate	\$6,000,000

In addition to the coverage and limits listed above the Contractor's insurance must all contain the following:

- a. City Listed as an Additional Insured. The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as an additional insured. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.
- b. Either the Commercial General Liability or the Workers' Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well and must be indicated on the certificate.
- c. Employment Security. The Contractor shall comply with all employment security laws of the State in which services are provided and shall timely make all required payments in connection therewith.
- d. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.
- e. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the Certificate.

Contractor shall provide evidence of all insurance required, at the City's request, by submitting an insurance certificate to the City on a standard "ACORD" or comparable form.

All policies shall be issued by an insurance company licensed to do business in the State of Washington. The City of Vancouver may inspect all policies and copies shall be provided to the City upon request.

8. **CONTRACTOR'S BOND:** The Contractor agrees that before it undertakes performance of this Contract, it will file with the City of Vancouver a Performance Bond and Payment Bond,

in the forms prescribed by the City of Vancouver, in the full amount of the Contract price with a company authorized to do business in the State of Washington as a surety. The bonds shall comply with the laws of the State of Washington, and especially with the provisions of Chapter 39.08 RCW.

9. **DISPUTE RESOLUTION:** In the event of a dispute between the Parties which cannot be resolved by the contract managers, the Contractor and the City shall review such dispute and may attempt to resolve the dispute. Any controversy or claim arising out of or relating to this Contract or the alleged breach of this Contract that cannot be resolved by the Parties within 30 days of receipt of written notice may be submitted to mediation. If the dispute cannot be resolved through mediation, either party may initiate litigation pursuant to the governing law and venue provisions of this Contract. The Parties agree to pay their own attorneys' fees and expenses.
10. **GOVERNING LAW/VENUE:** This Contract shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Contract shall be brought in the Superior Court of Clark County, Washington.
11. **EMPLOYMENT OF LABOR:** The Contractor agrees that all persons employed by Contractor and by any of its subcontractors and any of their lower tier contractors in work performed pursuant to this Contract shall not be employed in excess of eight (8) hours in any one day, except as provided or allowed by Chapter 49.28 RCW and WAC 296-127 and any amendment thereto.
12. **PAYMENT OF LABOR:** The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the performance of this Contract will be paid not less than the prevailing rate of wage for an hours work, in accordance with the provisions of the Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto.

The prevailing wage rates in effect at the time of the bid submittal deadline shall apply for the duration of the project, no matter how long it lasts. However, if the Contract is awarded more than six (6) months after the bids were due, the prevailing wage rates in effect on the award date shall apply.

In case any dispute arises as to what the prevailing rates of wages for work of a similar nature are and such dispute cannot be adjusted by the parties involved, the matter shall be referred to the director of the Department of Labor and Industries of the State of Washington for arbitration, and the director's decision shall be final, conclusive and binding on all parties involved in the dispute.

13. **PAYMENT TO THE CONTRACTOR:** Progress payments to the Contractor shall be made within 30 days of a fully executed Pay Estimate pending all compliance with all contractual requirements. A sum equal to 5% may be reserved and retained from monies earned by the Contractor in accordance with Chapter 60.28 RCW. The City reserves the right to require

Contractor to correct any submitted or paid erroneous invoices according to the rates set forth herein. City and Contractor agree that any amount paid in error by City does not constitute a change in the agreed upon amount; Contractor agrees to issue a refund of any overages paid in error by the City.

Release of the retained percentage or the retainage bond shall be in accordance with Chapter 60.28 RCW. Every person performing labor or furnishing supplies toward the completion of said improvement of work shall have a lien upon said monies so reserved; provided, that such notice of the lien of such claimant shall be given in the manner provided in RCW 39.08.030 and within the time provided in Chapter 60.28 RCW as now existing and in accordance with any amendments that may hereafter be made thereto.

No payment shall be made to the Contractor, however, until the Contractor and all subcontractors who have performed work shall have filed and received approval of a Statement of Intent to Pay Prevailing Wage as required by RCW 39.12.040 from the Washington State Department of Labor and Industries. Said Contractor and all subcontractors shall also keep accurate payroll records for three years from the date of acceptance as described in RCW 39.12.120. A Contractor and all subcontractors shall, file a copy of its certified payroll records using the Department of Labor and Industries online system on a monthly basis. A Contractor's noncompliance with this section shall constitute a violation of RCW 39.12.050.

- 14. INDEMNIFICATION:** Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, including but not limited to demands, claims, causes of action, suits or judgments, claims of copyright or patent infringement, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by Contractor pursuant to this Contract.

In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the Contractor, the City retains the right to participate in said suit.

This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent of the Contractor, even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW. To the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such cost, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. This indemnity and hold harmless shall NOT apply in the case where liability arises from the sole negligence of the City. Contractor specifically acknowledges that the provisions contained herein have been mutually negotiated by the Parties and it is the intent of the Parties that Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115.

- 15. OWNERSHIP OF RECORDS AND DOCUMENTS:** Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Contract, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor

or any third party, and any know-how, methodologies or processes used by Contractor to provide the services or project deliverables under this Contract shall remain property of the original City.

- 16. PUBLIC DISCLOSURE COMPLIANCE:** The parties acknowledge that the City is an “agency” within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.56 RCW for withholding or delaying public disclosure of such information.
- 17. COOPERATIVE PURCHASING:** The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City incurring any financial or legal liability for such purchases. The City agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.
- 18. AMENDMENTS:** All changes to this Contract, including changes to the statement of work and compensation, must be made by written Change Order and/or Amendment and signed by all parties to this Contract.
- 19. AUTHORIZATION AND COMPLIANCE WITH THE LAW:** The Contractor certifies that the person signing the Contract is legally authorized to enter into this binding Contract and that the Contractor shall fully comply with all relevant, federal, state and municipal laws, rules, regulations and policies.
- 20. CITY BUSINESS AND OCCUPATION LICENSE:** The Contractor will be required to obtain a business license when contracting with the City unless allowable exemptions apply. The Contractor shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, or by phone at 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to the Vancouver Municipal Code (VMC) Chapter 5.04.
- 21. RELATION OF PARTIES:** The Contractor, its subcontractors, agents and employees are independent contractors performing services for The City and are not employees of City; shall not, as a result of this Contract, accrue leave, retirement, insurance, bonding or any

other benefits afforded to City employees; and, shall not have the authority to bind the City in any way except as may be specifically provided in the Statement of Work.

- 22. ASSIGNMENT:** This Contract is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party without the other party's express written authorization.
- 23. TERMINATION FOR CONVENIENCE:** The City, at its sole discretion, may terminate this Contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

In the event this Contract is terminated prior to the completion of Work, Contractor will only be paid for the Work completed at the time of termination of the Contract.

- 24. TERMINATION FOR CAUSE:** In the event the Contractor is, or has been, in violation of the terms of this Contract, including the solicitation, the City reserves the right, upon written notice to the Contractor, to cancel, terminate, or suspend this contract in whole or in part for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for services performed in accordance with the manner of performance set forth in the Contract.

If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, or events which are not the fault of or are beyond the control of the Contractor, the City after setting up a new delivery or performance schedule, may allow the Contractor to continue work or treat the termination as a termination for convenience.

- 25. OPPORTUNITY TO CURE:** The City at its sole discretion may in lieu of a termination allow the Contractor to cure the defect(s), by providing a "Notice to Cure" to Contractor setting forth the remedies sought by City and the deadline to accomplish the remedies. If the Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the City shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against the Contractor and its sureties for said breach or default, including but not limited to termination of this Contract for convenience.
- 26. WAIVER AND REMEDIES:** City's failure to enforce the terms or conditions herein or to exercise any right or privilege, or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type. Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.
- 27. ENTIRETY OF CONTRACT:** This Contract incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Contract. No

prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Contract.

- 28. USE OF CITY'S NAME:** Contractor may not use any of City's name, trademark, service marks, or logo in connection with the services contemplated by this Contract or otherwise without the prior written permission of City, which permission may be withheld for any or no reason and may be subject to certain conditions.
- 29. DEBARMENT:** The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.
- 30. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY:** During the term of this Contract, Contractor will not discriminate against any employee or applicant for employment in accordance with RCW Chapter 49.60, including, but not limited to creed, religion, race, color, age, sex, marital status, sexual orientation, sexual identity, pregnancy, military status, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification. The Contractor will take affirmative action to ensure that applicants and employees are treated fairly, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical disability. Such action shall include all terms and conditions of employment, compensation, and benefits, including apprenticeship.
- 31. BINDING EFFECT:** The provisions, covenants and conditions in this Contract bind the parties, their legal heirs, representatives, successors, and assigns.
- 32. RATIFICATION:** Acts taken pursuant to this Contract but prior to its effective date are hereby ratified and confirmed.
- 33. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE:** The complete Contract includes these parts and any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):
1. Amendments to the Contract,
 2. This Contract,
 3. Contractor's Bid including all Addenda to the Solicitation,
 4. Special Provisions,
 5. WA State Dept of Ecology Insert,
 6. Contract Plan Set,
 7. City of Vancouver Amendments to the specified WSDOT Standard Specifications,
 8. City of Vancouver Standard Plans,
 9. WSDOT Standard Specifications,
 10. WSDOT Standard Plans.

On the Contract Plans, Working Drawings, and Standard Plans, figured dimensions shall take precedence over scaled dimensions.

Whenever reference is made in these Specifications or the Special Provisions to codes, rules, specifications, and standards, the reference shall be construed to mean the code, rule, specification, or standard that is in effect on the Invitation to Bid advertisement date, unless otherwise stated or as required by law.

If any part of the Contract requires Work that does not include a description for how the Work is to be performed, the Work shall be performed in accordance with standard trade practice(s). For purposes of the Contract, a standard trade practice is one having such regularity of observance in the trade as to justify an expectation that it will be observed by the Contractor in doing the Work.

34. NOTICES: All notices which are given or required to be given pursuant to this Contract shall be hand delivered, mailed postage paid, or sent by electronic mail as follows:

For the City:
Anna Vogel
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995
anna.vogel@cityofvancouver.us

For the Contractor:
Andy Coate
Interlaken, Inc.
PO Box 2010
Fairview, OR 97024
andy@interlaken-inc.com

The undersigned, as the authorized representatives of the City and Contractor respectively, agree to all of the terms and conditions contained in this Contract, as of the dates set forth below.

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Interlaken, Inc.

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

Staff Report: 053-24

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 3/25/2024

SUBJECT Bid Award for SE 1st Street (SE 177th Avenue to SE 192nd Avenue) project, per Bid #24-11 (Project #PRJ072617)

Key Points

- The project will upgrade and provide urban complete street standards for SE 1st Street between 177th Avenue and 192nd Avenue.
- This project facilitates future access to the Hewlett Packard property within Section 30 by way of SE 184th Avenue to the north.
- The project will include grading to accommodate lowering the road, curbs, sidewalks, ADA compliant curb ramps, separated bike lanes, storm drainage, traffic signal, signing and striping, fiber optic, street lighting, and landscaping. A roundabout will be constructed at SE 184th Avenue.
- The project will add a new traffic signal at SE 190th Avenue that will include Audible Pedestrian Signal (APS) features and additional intersection lighting.
- The project is funded through multiple State and Federal grants, developer contributions, and the Transportation Benefit District.

Strategic Plan Alignment

Transportation and Mobility - a safe, future-ready and convenient transportation system.

Economic Opportunity - a place where a wide variety of businesses of all sizes grow and thrive.

Vibrant and Distinct Neighborhoods – a variety of accessible places and spaces.

Present Situation

SE 1st Street has been improved from SE 164th Avenue to SE 177th Avenue, along with off-street bike lanes and sidewalks. This project will include similar improvements, street lighting, a roundabout at SE 184th Avenue, and a traffic signal at SE 190th Avenue to complete the improvement from SE 177th Avenue to SE 192nd Avenue.

On February 27, 2024, the City received 6 bids for the subject project. The bids ranged between

\$10,119,280.99 and \$11,144,825.73. The low bidder was responsive. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	AMOUNT
Colf Construction, LLC, Vancouver, WA	\$10,119,280.99
Tapani, Inc., Battle Ground, WA	\$10,165,903.32
Nutter Corporation, Vancouver, WA	\$10,429,715.35
Granite Construction Company, Vancouver, WA	\$10,759,482.95
Rotschy, Inc., Vancouver, WA	\$10,812,818.41
Jeffries Construction, LLC, Brush Prairie, WA	\$11,144,825.73
Engineers' Estimate	\$14,500,000

Due to the federal funding associated with this project, the Washington State Department of Transportation (WSDOT) has set a Disadvantaged Business Enterprise (DBE) goal of 15% and a training goal of 400 hours. Colf Construction, LLC from Vancouver, Washington has committed to meet these goals. There are no City Apprenticeship goals as federal guidelines for grant projects do not allow the inclusion of local agency apprenticeship programs.

Advantage(s)

1. Safer travel for pedestrians and bicyclists through the SE 1st Street corridor.
2. Allow for future business development along the SE 1st Street corridor.
3. Roundabout construction at SE 184th Avenue will allow for better north/south connections.

Disadvantage(s)

1. Business and local traffic will be inconvenienced during the road closure and construction period.
2. Construction will generate noise and dust; however, the contractor will implement dust control and erosion control strategies.

Budget Impact

The project is currently funded through developer contributions, grants, and other local revenues. The project is currently included in the 2023-2024 biannual budget.

Prior Council Review

1. Approval of the 2023-2024 biannual budget which included the referenced project.
2. Approval of the 2024-2029 Transportation Improvement Program (TIP), Resolution No. M-4235. (June 26, 2023)
3. Approval of the design contract with Mackay Sposito, and approval of an amendment to the design, public involvement and construction support contract with MacKay Sposito. (August 8, 2022)
4. Approval of the City and Clark Public Utilities (CPU) Interlocal Agreement (January 22, 2024).

Action Requested

On March 25, 2024, award a construction contract for the SE 1st Street (SE 177th Avenue to SE 192nd Avenue) project to the lowest responsive and responsible bidder, Colf Construction, LLC, of Vancouver, Washington, USA at their bid price of \$10,119,280.99, which includes Washington State sales tax, and authorize the City Manager or designee to execute the same.

Leslie Degenhart, Senior Civil Engineer, 360-487-7710

ATTACHMENTS:

- ▣ Project Map
- ▣ Contract

SE 177TH AVE.

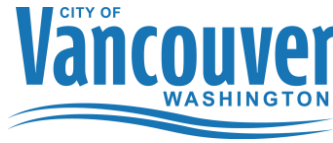
SE 184TH AVE.

SE 1ST ST.

SE 190TH AVE.

SE 192ND AVE.





CONSTRUCTION CONTRACT # C-101596
ITB 24-11: SE 1st Street - 177th Avenue To 192nd Avenue

This Contract (hereinafter referred to as the "Contract") is entered into by and between the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington (hereinafter referred to as the "City") and Colf Construction LLC, PO Box 1434, Vancouver, WA 98686, (hereinafter referred to as the "Contractor"). The City and Contractor may be collectively referred to herein as the "parties" or individually as a "party".

WHEREAS, the City desires to engage the Contractor to provide public works construction and other related services for the work described herein;

WHEREAS, Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 24-11 and all addenda thereto, Contractor's Bid to said ITB, the Project Plan Set and Special Provisions, and City Council's approval on **Month Day, Year** per Staff Report No. **##-##**; and

WHEREAS, the Contractor represents by entering into this Contract that it is fully qualified to perform the work to which it will be assigned in a competent and professional manner, and to the standards required by the City.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

- 1. STATEMENT OF WORK:** The Contractor hereby agrees to furnish all materials, labor, tools, machinery and implements of every description necessary to complete the work in a professional manner within the time limits stated in this Contract for the construction and installation of the following improvements and will make all necessary arrangements for the obtaining of permits from the United States, State of Washington, and/or any of its agencies as may be necessary to do the work required and covered by this Contract.

This Contract provides for the improvement of a corridor including pavement widening, roadway resurfacing, curbs, sidewalks, storm drainage, traffic signals, striping and signing, fiber optic, street lighting, landscaping, grading and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

The Contract Work shall be Physically Complete within 200 Working Days from the Notice to Proceed.

- 2. EFFECTIVE DATE:** This Contract is effective as of the last signature of the Contract.

3. **E-VERIFY PROGRAM:** Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Contract. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Contract are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.
4. **CONTRACTOR RESPONSIBILITIES FOR SUBCONTRACTORS:** The Contractor shall include the language of this section in all tier subcontracts and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier. The Contractor shall require all subcontractors to comply with all relevant federal, state and municipal laws, rules and regulations whatsoever.

At the time of subcontract execution, the Contractor shall verify that all tier subcontractors meet the following bidder responsibility criteria:

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 2. Have a current Washington Unified Business Identifier (UBI) number;
 3. Have received training on the requirements related to public works and prevailing wage as required by RCW 39.04.350;
 4. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.
 5. If applicable, have:
 - i. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - ii. A Washington Employment Security Department reference number, as required in Title 50 RCW;
 - iii. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - iv. An electrical contractor license, if required by Chapter 19.28 RCW;
 - v. An elevator contractor license, if required by Chapter 70.87 RCW.
 6. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).
5. **DELINQUENT STATE TAXES:** The Contractor shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.
6. **COMPENSATION AND SCHEDULE OF PAYMENTS:** In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful

performance and furnishing of the work and materials required by this Contract to the satisfaction of the City, the City agrees to pay to the Contractor as prescribed in the solicitation and Contractor's Bid, and in accordance with the ordinances of the City of Vancouver and the laws of the State of Washington, the following sum as indicated, which amount does include 8.7% Washington State Sales Tax (if applicable) \$10,119,280.99 USD.

The amount finally to be paid is, however, variable upon the Work actually performed and final payment will be made upon the basis of the amount of work performed and the materials furnished, and at the lump sum or unit prices fixed in the Contractor's Bid and as modified by any and all approved Change Orders.

7. **CONTRACTOR'S INSURANCE:** The Contractor agrees to obtain and provide coverage as described in the WSDOT Standard Specifications 1-07.18 or the Special Provisions as applicable.
8. **CONTRACTOR'S BOND:** The Contractor agrees that before it undertakes performance of this Contract, it will file with the City of Vancouver a Performance Bond and Payment Bond, in the forms prescribed by the City of Vancouver, in the full amount of the Contract price with a company authorized to do business in the State of Washington as a surety. The bonds shall comply with the laws of the State of Washington, and especially with the provisions of Chapter 39.08 RCW.
9. **DISPUTE RESOLUTION:** In the event of a dispute between the Parties which cannot be resolved by the contract managers, the Contractor and the City shall resolve the dispute pursuant to WSDOT Specification 1-09.11 Disputes and Claims and WSDOT Specification 1-09.13 Claims Resolution or the Special Provisions as applicable.
10. **GOVERNING LAW/VENUE:** This Contract shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Contract shall be brought in the Superior Court of Clark County, Washington.
11. **EMPLOYMENT OF LABOR:** The Contractor agrees that all persons employed by Contractor and by any of its subcontractors and any of their lower tier contractors in work performed pursuant to this Contract shall not be employed in excess of eight (8) hours in any one day, except as provided or allowed by Chapter 49.28 RCW and WAC 296-127 and any amendment thereto.
12. **PAYMENT OF LABOR:** The contract will require the payment and tracking of federal wages through Davis Bacon and will be subject to regulations of the U.S. Department of Labor. The higher wage rate between the Federal and State rates, at minimum shall prevail per WAC 296-127-025.

The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the performance of this Contract will be paid not less than the prevailing rate

of wage for an hours work, in accordance with the provisions of the Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto.

The prevailing wage rates in effect at the time of the bid submittal deadline shall apply for the duration of the project, no matter how long it lasts. However, if the Contract is awarded more than six (6) months after the bids were due, the prevailing wage rates in effect on the award date shall apply.

In case any dispute arises as to what the prevailing rates of wages for work of a similar nature are and such dispute cannot be adjusted by the parties involved, the matter shall be referred to the director of the Department of Labor and Industries of the State of Washington for arbitration, and the director's decision shall be final, conclusive and binding on all parties involved in the dispute.

13. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. 3141-3148): When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

14. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708): Under 40 U.S.C. 3702 of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

15. PAYMENT TO THE CONTRACTOR: Progress payments to the Contractor shall be made within 30 days of a fully executed Pay Estimate pending all compliance with all contractual

requirements. The City reserves the right to require Contractor to correct any submitted or paid erroneous invoices according to the rates set forth herein. City and Contractor agree that any amount paid in error by City does not constitute a change in the agreed upon amount; Contractor agrees to issue a refund of any overages paid in error by the City.

No payment shall be made to the Contractor, however, until the Contractor and all subcontractors who have performed work shall have filed and received approval of a Statement of Intent to Pay Prevailing Wage as required by RCW 39.12.040 from the Washington State Department of Labor and Industries. Said Contractor and all subcontractors shall also keep accurate payroll records for three years from the date of acceptance as described in RCW 39.12.120. A Contractor and all subcontractors shall, file a copy of its certified payroll records using the Department of Labor and Industries online system on a monthly basis. A Contractor's noncompliance with this section shall constitute a violation of RCW 39.12.050.

- 16. INDEMNIFICATION:** Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, including but not limited to demands, claims, causes of action, suits or judgments, claims of copyright or patent infringement, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by Contractor pursuant to this Contract as described in WSDOT Standard Specifications or Special Provision as applicable.
- 17. OWNERSHIP OF RECORDS AND DOCUMENTS:** Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Contract, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor or any third party, and any know-how, methodologies or processes used by Contractor to provide the services or project deliverables under this Contract shall remain property of the original City.
- 18. PUBLIC DISCLOSURE COMPLIANCE:** The parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.56 RCW for withholding or delaying public disclosure of such information.
- 19. AMENDMENTS:** All changes to this Contract, including changes to the statement of work and compensation, must be made by written Change Order and/or Amendment and signed by all parties to this Contract.

- 20. AUTHORIZATION AND COMPLIANCE WITH THE LAW:** The Contractor certifies that the person signing the Contract is legally authorized to enter into this binding Contract and that the Contractor shall fully comply with all relevant, federal, state and municipal laws, rules, regulations and policies.
- 21. CITY BUSINESS AND OCCUPATION LICENSE:** The Contractor will be required to obtain a business license when contracting with the City unless allowable exemptions apply. The Contractor shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, or by phone at 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to the Vancouver Municipal Code (VMC) Chapter 5.04.
- 22. RELATION OF PARTIES:** The Contractor, its subcontractors, agents and employees are independent contractors performing services for The City and are not employees of City; shall not, as a result of this Contract, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees; and, shall not have the authority to bind the City in any way except as may be specifically provided in the Statement of Work.
- 23. ASSIGNMENT:** This Contract is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party without the other party's express written authorization.
- 24. TERMINATION FOR CONVENIENCE:** The City, at its sole discretion, may terminate this Contract for convenience as described in the WSDOT Standard Specifications.
- 25. TERMINATION FOR CAUSE:** In the event the Contractor is, or has been, in violation of the terms of this Contract, including the solicitation, the City reserves the right, upon written notice to the Contractor, to cancel, terminate, or suspend this contract in whole or in part for default as described in the WSDOT Standard Specifications.
- 26. WAIVER AND REMEDIES:** City's failure to enforce the terms or conditions herein or to exercise any right or privilege, or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type. Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.
- 27. ENTIRETY OF CONTRACT:** This Contract incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Contract. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Contract.
- 28. USE OF CITY'S NAME:** Contractor may not use any of City's name, trademark, service marks, or logo in connection with the services contemplated by this Contract or otherwise without the prior written permission of City, which permission may be withheld for any or no reason and may be subject to certain conditions.

29. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY: During the term of this Contract, Contractor will not discriminate against any employee or applicant for employment in accordance with RCW Chapter 49.60, including, but not limited to creed, religion, race, color, age, sex, marital status, sexual orientation, sexual identity, pregnancy, military status, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification. The Contractor will take affirmative action to ensure that applicants and employees are treated fairly, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical disability. Such action shall include all terms and conditions of employment, compensation, and benefits, including apprenticeship.

30. EQUAL OPPORTUNITY CLAUSE: During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Supplier agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Supplier, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- 31. CLEAN AIR ACT:** The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 32. DEBARMENT:** The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.
- 33. BINDING EFFECT:** The provisions, covenants and conditions in this Contract bind the parties, their legal heirs, representatives, successors, and assigns.
- 34. RATIFICATION:** Acts taken pursuant to this Contract but prior to its effective date are hereby ratified and confirmed.
- 35. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE:** The complete Contract includes all parts listed in the Special Provisions WSDOT Standard Specification Section 1-04.2. On the Contract Plans, Working Drawings, and Standard Plans, figured dimensions shall take precedence over scaled dimensions.

Whenever reference is made in these Specifications or the Special Provisions to codes, rules, specifications, and standards, the reference shall be construed to mean the code, rule, specification, or standard that is in effect on the Invitation to Bid advertisement date, unless otherwise stated or as required by law.

If any part of the Contract requires Work that does not include a description for how the Work is to be performed, the Work shall be performed in accordance with standard trade practice(s). For purposes of the Contract, a standard trade practice is one having such regularity of observance in the trade as to justify an expectation that it will be observed by the Contractor in doing the Work.

36. NOTICES: All notices which are given or required to be given pursuant to this Contract shall be hand delivered, mailed postage paid, or sent by electronic mail as follows:

For the Owner:
Anna Vogel
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995
anna.vogel@cityofvancouver.us

For the Contractor:
Garrett Colf
Colf Construction, LLC
PO Box 1434
Vancouver, WA 98668
garrett@colf.com

The undersigned, as the authorized representatives of the Owner and Contractor respectively, agree to all of the terms and conditions contained in this Contract, as of the dates set forth below.

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Colf Construction, LLC.

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

Staff Report: 054-24

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 3/25/2024

SUBJECT RFQ 40-23 NE 192nd Corridor Improvements

Key Points

Between 2002 and 2006, the City of Vancouver improved SE 192nd Avenue, in three phases, between SE 1st Street and State Route 14. The currently proposed project originated in 2009 with the Section 30 Subarea Plan. It would be the final section of 192nd Avenue to be improved from a rural standard to an urban standard.

In 2023, the City received a federal grant in the amount of \$750,000 to help with funding the design phase only. NE 192nd Avenue abuts the City Limits and also crosses Bonneville Power Administration Right of Way. This project would include the continuation of the 192nd Avenue shared use trail, and it would link to the planned NE 18th Street trail. The project is currently not funded for right of way or construction. However, a fully designed and permitted project will be more attractive to granting agencies and will compete for grant funds more effectively once this proposed contract of design and permitting work is complete.

Strategic Plan Alignment

Transportation and Mobility - a safe, future-ready and convenient transportation system.

Present Situation

A Request for Qualifications (RFQ 40-23) for the NE 192nd Ave Corridor Improvements Project was issued on May 26, 2023. The scope of work identified in the RFQ was to perform the necessary traffic and design engineering, environmental process, public involvement process and other related professional services.

Along with the standard advertising, firms from the MRSC list, which include veteran-, minority-, and women-owned firms, were notified of the solicitation and requested their qualification statements. On June 28, 2023, the City received four qualification statements for the NE 192nd Avenue project (RFQ40-23). The qualification statements were evaluated based on experience, project understanding and approach, and public process. Harper Houf Peterson Righellis Inc. of Vancouver, Washington was selected from four proposals to provide professional services for the NE 192nd Avenue (NE 18th Street to SE 1st Street) project, including final engineering designs; environmental evaluation and permitting; and public outreach. The amount of the contract shall not exceed \$2,068,275.33 and will be billed on a time and material basis in accordance with the

attached scope and fee schedule. Due to the federal funding associated with this project, the Washington State Department of Transportation (WSDOT) set a Disadvantaged Business Enterprise (DBE) goal of 17%. Harper Houf Peterson Righellis Inc. provided a DBE Participation Plan and they are committed to meeting these goals. During the project, City staff will be monitoring the consultant's progress at meeting the DBE requirements.

This is project TRANS-607 in the City of Vancouver 6 Year Transportation Improvement Program.

Advantage(s)

1. Provides a construction-ready project, including design, permitting, specifications and construction cost estimates;
2. Creates an opportunity for the public to provide significant input into the project; and
3. Consistent with the City's long range planning and economic development goals.

Disadvantage(s)

Requires local funding to supplement federal funding.

Budget Impact

The project is funded through a federal grant and the Transportation Capital Fund.

Prior Council Review

1. Approval of the 2024-2029 Transportation Improvement Program on June 26, 2023 including NE 192nd Avenue (NE 18th Street to SE 1st Street) TRANS-607.
2. Approval of the 2023-2024 budget which contained the project, on November 21, 2022.

Action Requested

Authorize the City Manager, or designee, to execute a professional services agreement with Harper Houf Peterson Righellis Inc. for a contract amount of \$2,068,275.33.

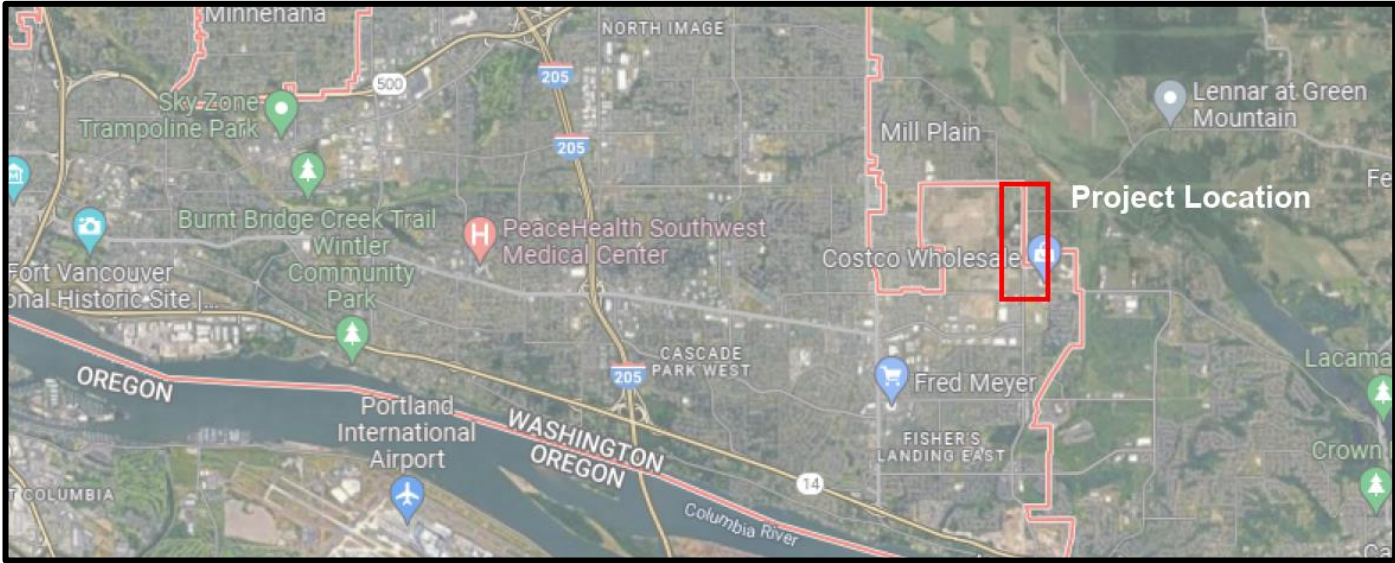
Ivar Christensen, Senior Civil Engineer, 360-487-7765; Hassan Abdalla, Engineering Manager, 360-487-7704

ATTACHMENTS:

- ▣ Vicinity Map
- ▣ Contract



Attachment 1.
Vicinity Map



Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number: C-101588

Firm/Organization Legal Name (do not use dba's):		
Address	Federal Aid Number	
UBI Number	Federal TIN	
Execution Date	Completion Date	
1099 Form Required <input type="checkbox"/> Yes <input type="checkbox"/> No	Federal Participation <input type="checkbox"/> Yes <input type="checkbox"/> No	
Project Title		
Description of Work		
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input type="checkbox"/> No DBE Participation <input type="checkbox"/> No MBE Participation <input type="checkbox"/> No WBE Participation <input type="checkbox"/> No SBE Participation	Maximum Amount Payable:

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the _____, hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit “B” attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is, a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY’s “DBE Program Participation Plan” and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absence of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit “C – Preparation and Delivery of Electronic Engineering and other Data.”

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring, as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:			If to CONSULTANT:		
Name:			Name:		
Agency:			Agency:		
Address:			Address:		
City:	State:	Zip:	City:	State:	Zip:
Email:			Email:		
Phone:			Phone:		
Facsimile:			Facsimile:		

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled “Completion Date.”

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits “D” and “E” attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT’s direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT’s fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits “D” and “E” shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT’s FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits “D” and “E” will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT’s books and records to determine the CONSULTANT’s actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fee as identified in Exhibits “D” and “E” shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY’s option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee’s actual classification, and actual salary plus indirect cost rate plus fee.

- A. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental card costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- B. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- C. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- D. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings

E. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgment between the parties

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

Agreement Number:

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit “F” attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit “F” in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason, that the CONSULTANT was not in default or that the CONSULTANT’s failure to perform is without the CONSULTANT’s or its employee’s fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Parties have mutually negotiated this waiver.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name:

Agency:

Address:

City: State: Zip:

Email:

Phone:

Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENTS over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENTS over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT’s contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state, or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained, and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information, which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT, or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain, and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim, or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, “ESI” means any and all computer data or electronic recorded media of any kind, including “Native Files”, that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops, or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

“Native files” are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified

The CONSULTANT shall include this section XX “Records Maintenance” in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the “Execution Date” box on page one (1) of this AGREEMENT.

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Harper Houf Peterson Righellis Inc.

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

Exhibit A Scope of Work

Project No.

Consultant to perform traffic and design engineering, environmental processes, public involvement processes and other related professional services for the NE 192nd Avenue Corridor Improvements - NE 18th Street to SE 1st Street project. Full scope of work is as followed:

CITY OF VANCOUVER, WASHINGTON

Scope of Work

NE 192nd Avenue Corridor Improvements – NE 18th Street to SE 1st Street

INTRODUCTION

HHPR and their Consultant team have been selected by the City of Vancouver to perform traffic and design engineering, environmental processes, public involvement processes and other related professional services for the NE 192nd Avenue Corridor Improvements – NE 18th Street to SE 1st Street project.

Professional services will include evaluation of multi-use path alignment options (east or west side of NE 192nd Avenue), shared use path connections, traffic engineering, evaluation of roundabouts and traffic signals options, lighting designs, landscape designs, structural designs, environmental process & permits, construction plans and specifications, surface water report, water/sanitary sewer/surface water designs and utilities coordination. Additionally, project coordination and required federal documentation will be performed.

The project team includes:

Harper Houf Peterson Righellis – Project management, survey, utility coordination, civil engineering, environmental documentation

Global Transportation Engineering – Traffic analysis and design

Columbia West – Geotechnical exploration and hazardous materials assessment

Archaeological Investigations Northwest – Cultural resources analysis

Michael Minor & Associates – Noise and air quality analysis

Point North - Public outreach

The Project on NE 192nd Avenue is federally funded and is intended to address safety and congestion issues in the project area.

The City of Vancouver is anticipating that environmental assessment for this Project will result in “Documented Categorical Exclusion (DCE)” for the National Environmental Policy Act (NEPA) and a “No Effect” Biological Assessment (BA). A City Critical Areas Ordinance and a State Environmental Policy Act (SEPA) checklist shall be prepared for the Project. Also the Consultant shall prepare the National Pollutant Discharge Elimination System (NPDES) application and Storm Water Pollution Prevention (SWPP) Plan for the Project.

PROJECT DESCRIPTION/BACKGROUND

Currently, the majority of the corridor is a two-lane paved road with minimal shoulders. The corridor has no center turn lanes, medians, bike lanes or continuous sidewalks. There are intermittent portions of the roadway with curb, gutter and sidewalk, but the improvements may not be in the proper location.

Unique features of this Project include traffic signal vs. roundabouts, right-of-way requirements, storm drainage, environmental evaluation, pedestrian facilities, utility and agency coordination, and public involvement.

An agency coordination process will be performed as part of the Consultant contract. The Project will include coordination with Bonneville Power Administration, Clark County Parks, City of Camas, development of Section 30, local neighborhood associations, WSDOT, commercial and residential properties and other agencies. This coordination will be essential to the success of this Project.

LANE CONFIGURATIONS

This project will widen NE 192nd Avenue to urban arterial standards. The ultimate lane configurations through the corridor may be a 3-lane or 5-lane section utilizing signalized intersections or roundabouts at key locations. Bike facilities may be located outside of the carriageway and it is possible that much of the existing curb along the east side of NE 192nd Avenue, between SE 1st Street and NE 6th Street, can be retained. A traffic study and a strong public involvement process should be utilized before deciding on the final cross section configuration through the corridor. Proposed traffic improvements must be weighed against environmental impacts, available funds, and impacts to adjacent property owners to optimize community value. The consultant will review the proposed cross sections in the 20-year Transportation Improvement Plan and compare these classifications to existing transportation modeling. The consultant shall prepare a supporting Access Management Plan.

At the very north and south ends of the Project, the roadway may need to be widened to accommodate the intersections of NE 18th Street and SE 1st Street, respectively. It is anticipated that the intersection of SE 1st Street and NE 192nd Avenue will have minor improvements as part of the SE 1st Street (177th Avenue to 192nd Avenue) project.

INTERSECTION CONFIGURATION

Turn lanes at intersections will be another design challenge, especially if a traffic study shows the need for multiple turn lanes at key intersections. The improvements, as shown by the traffic study, will need to be weighed against the impacts to environment and existing structures.

NE 192nd Avenue/SE 1st Street – Improvements to this existing signalized intersection are expected to be minimum and will be completed as part of the City of Vancouver SE 1st Street (177th Avenue to 192nd Avenue) project.

NE 192nd Avenue/NE 3rd Street – The existing signal will be upgraded to accommodate traffic needs as part of this project.

NE 192nd Avenue/NE 6th Street – Signalization of this Section 30 access intersection may be needed as development of Section 30 occurs. The intersection will be upgraded to accommodate traffic needs as part of this project. A roundabout may also be considered.

NE 192nd Avenue/NE 9th Street – Signalization of this Section 30 access intersection may be needed as development of Section 30 occurs. The intersection will be upgraded to accommodate traffic needs as part of this project. A roundabout may also be considered.

NE 192nd Avenue/NE 13th Street – The existing signalized intersection will be upgraded as part of the Harmony Sports Complex development, and a separate (interim) City of Vancouver capital improvement project with an added right turn lane. The intersection will be upgraded to accommodate traffic needs as part of this project. A roundabout may also be considered.

NE 192nd Avenue/NE 18th Street – Future growth projections indicated that significant delays would occur for the eastbound through movement and all westbound movements. The intersection will be upgraded to accommodate traffic needs as part of this project. The potential for the future extension of NE 18th Street, to the east, should be considered. Options including a roundabout and a traffic signal should be analyzed.

There are limited gaps for the existing stop-controlled side street approaches along NE 192nd Avenue between NE 6th Street and NE 18th Street.

HORIZONTAL AND VERTICAL ALIGNMENT

The horizontal and vertical curves along the corridor will be designed to meet the current City of Vancouver's Street Standards. This section of the roadway has fairly flat terrain and a straight alignment. Both horizontal and vertical alignments will primarily follow the existing terrain.

UTILITY IMPROVEMENTS

It is anticipated that storm sewer, water, sanitary sewer (City of Vancouver utilities), power, phone, gas and cable (private utilities) will all be protected, installed or improved as part of this Project. There are large power towers near the intersection of NE 192nd Avenue and 18th Street. The Consultant shall coordinate the project design with the City utilities and the private utilities.

SURFACE WATER - LOW IMPACT DEVELOPMENT (LID)

The project will include improvements for the treatment of surface water quality and quantity. Based upon the requirements of the Washington State Department of Ecology Stormwater Management Manual for Western Washington, the entire impervious area of the roadway corridor must be treated for water quality for stormwater runoff. Infiltration potential will need to be investigated. Currently, the location of treatment facilities and the treatment methods (such as mechanical treatment or low impact development) have not yet been determined. The Consultant shall perform infiltration investigation and testing and shall coordinate and obtain approval with the City's Surface Water division. It is possible that the planter strips along NE 192nd Avenue could be locations for Low Impact Development (LID) surface water treatment facilities.

WATER AND SANITARY SEWER

The City of Vancouver's water and sanitary sewer infrastructure currently extends along NE 192nd Avenue.

A 12" ductile iron water main exists for approximately 3,300 feet from SE 1st Street north to NE 11th Street.

A 12" gravity sanitary sewer main exists for approximately 1,300 feet between SE 1st Street and NE 5th Street vicinity, with a 6" force main sewer between NE 5th Street vicinity and NE 18th Street.

City of Vancouver in-house utility staff will provide direction for the consultant to design the utility size, type, and typical locations. The Consultant will include this information in the final design plans.

RIGHT-OF-WAY

The design challenges/issues mentioned above will have significant impact on the right-of-way needs along the corridor. The right-of-way costs and impacts will need to be part of the equation when considering the lane configuration and intersection design. It is anticipated that right-of-way plans, legal descriptions and right-of-way exhibits will be completed by the Consultant; and acquisition will be completed by the City of Vancouver. It is possible that, pending final design, one side of the proposed NE 192nd Avenue would have more right-of-way allocated for the proposed multi-use trail.

TASK 1: PROJECT MANAGEMENT AND ADMINISTRATION (HHPR)

Subtask 1.1 Contract Administration, Invoicing, Scheduling and Progress Reporting

- The Consultant shall provide management, coordination, and direction to the Project team to complete the project on time and within budget. The City fosters a partnership approach with all stakeholders in the Project. The Consultant shall integrate this strategy into the overall management approach.
- The Consultant shall prepare and submit monthly invoices. Each invoice will include: date period covered by invoice, number of hours worked during the billing period with billing rates shown; expenses and associated mark-ups; total cost for labor and expenses for the billing period; subconsultants fees including markups for the billing period; and a total amount summarizing labor, expenses, and subconsultant fees. The only markup for subconsultants will be for the B&O Tax no additional markup will be included in the billing by HHPR.
- The Consultant shall prepare a Contract Summary Report to accompany the monthly invoices. The Contract Summary Report will list each invoice as well as current invoice with an itemized summary of invoice numbers, dates, and amounts billed for labor, expenses, and subconsultants as well as total amounts for each invoice. The Contract Summary Report will also list the total amount billed to date, total amount remaining under contract, and contract expiration date
- The Consultant shall prepare a brief Project Status Report to accompany the monthly invoices. The Project Status Report will include: date period covered by Status Report, brief summary of work performed during the billing period, a notice to CITY raising any issues or concerns that could require a contract amendment/supplement, a brief summary of completed and/or upcoming project milestones, and action items needed from CITY for project delivery. CONSULTANT shall monitor the status of the budget and take corrective actions to correct undesirable budget trends involving the CITY if scope is impacted.
- The Consultant shall establish a quality management program and designate responsibility for review of technical work and other deliverable products.
- The Consultant shall maintain all contract-required documentation. Provide copies of project files and records to the CITY for audits and public information requests. All final documents shall be provided in electronic format as requested.

Project Scheduling

- The Consultant shall prepare and submit an activities list and schedule to the City immediately following the Notice to Proceed. The schedule shall show appropriate milestones for the Project, including intermediate and final submittal dates for design documents and key decision points.
- The Consultant shall prepare and maintain the project design schedule. The schedule shall identify CONSULTANT tasks and items provided by CITY and other consultants. The schedule shall be updated every month or as circumstances require or as requested by the CITY.

Subtask 1.2 Meetings

This item includes the coordination and meetings necessary to successfully complete the project.

- 1.) Attend project kickoff meeting with City Staff
 - 2.) Bi-weekly internal HHPR design team coordination and meetings
 - 3.) Preparation and submittal of a pre-design memorandum
 - 4.) Monthly project coordination meeting with City staff (assumed 24 months total)
 - 5.) Meet with City staff after the review of the 30%, 60%, 90%, and Final plan submittals
 - 6.) Meetings shall be held virtually by default
- The Consultant shall schedule Project team meetings and prepare meeting agendas. This includes a Project kick-off meeting, monthly progress meetings, provide information and attend public meetings and open houses, review meetings and coordination meetings. The Consultant is expected to attend public meetings and open houses to explain and discuss the Consultant tasks on the Project, the Consultant shall prepare maps and exhibits associated with their tasks on the Project.

Project Coordination

- The Consultant shall organize and hold Project meetings with key Project team members, as well as representatives from the City of Vancouver and other agencies as needed. These meetings shall have specific agendas addressing and resolving Project issues as they are encountered.
- The Consultant shall coordinate Consultant tasks and activities with the City. This shall include using monthly meetings to plan and coordinate upcoming activities.
- The Consultant shall coordinate with private and public utilities, including power, phone, cable, gas and other utilities.
- The Consultant shall coordinate with Clark County Public Transit Benefit Area Authority (C-TRAN), Washington State Department of Transportation (WSDOT), the Evergreen Public School District (ESD), and the Bonneville Power Administration (BPA).
- The Consultant shall coordinate with property owners adjacent to the Project who will be affected by the roadway design. Prior approval from the City's Project Manager will be required before any contact with neighborhood associations or private property owners occurs.

Prior to the 90% design stage, the City will assess the remaining project budget and funding status to determine a timeline for proceeding with the 90% design, 100% design/construction documents, and the construction phase of the project. Currently the project is not funded for right of way acquisition or construction. This scope and fee includes final design/construction documents.

Task 1 Deliverables

- Monthly invoices, Contract Summary Reports and Project Status Reports
- Meeting Agendas and Meeting Summaries
- Project Documentation
- Monthly Progress Reports
- Project Design Schedule & Schedule Updates

Task 1.3 Meetings after 60% (Contingency Task)

This item includes additional meetings per Task 1.2 scope after 60% during the preparation of 90% and Final Plans. Assumes an additional 12 months of meetings.

TASK 2: SURVEY (HHPR)

The Consultant shall provide surveying for this project based on the scope of services described herein:

Property owner notifications will be prepared and sent to the owners of all properties which the surveyor may need to enter upon for the completion of the following scope.

3D Topographic survey including:

- All improvements, utilities, and features including:
 - a. Above ground substantial features to be shown including but not limited to, trees six inches or more in diameter (dbh), ornamental trees, utilities, utility poles, overhead wires, fences, area lights, culverts, driveways (including width and length), walks, crown line of streets, edge of pavement, ditches, lane striping, traffic and other permanent signs, and structures as accessible.
 - i. Trees will be identified as coniferous or deciduous. Tree tags are not required.
 - b. Underground features such as utility line sizes, rim elevations, invert elevations, fuel tanks, wells, septic tanks, and drain fields shall be shown as indicated by surface features and paint marks provided by a public One Call utility locate request within the public right-of-way as well as other information including as-built drawings and utility company data as needed and provided.
 - i. If utilities are required to be mapped on private property a private utility locator will be hired by consultant and billed for time and materials.
 - c. Topographic cross sections to be taken at a minimum of 25 foot intervals across all roads and all other grades needed to prepare a 1-foot contour interval base map.
- The collection of topographic data within active roadways and intersections will require the consultant to hire traffic control services. Cost of services will be estimated in the fee and will be billed as a reimbursable for time and materials including the submittal of a traffic control plan.
- Topographic field data shall be incorporated into a topographic survey basemap and digital terrain model utilizing AutoCAD Civil 3D 2024 or newer.

Boundary survey of public rights-of-way within survey limits including:

- Consultant will perform research for deeds and surveys of record in Clark County, Washington.
- Field survey of monuments, property line fences/features and other evidence pertinent to the determination of relevant rights-of-way and property lines.
 - a. Pre-construction documentation with Washington Department of Natural Resources, Public Land Survey Office to permit the removal or destruction of survey monuments per RCW 58.24.040(8) and WAC 332-120 for the purpose of construction will be prepared. (Fee

includes estimate for the permit application to include up to 40 monuments and does **not** include fee for the reestablishment of said corners after construction)

- A record of survey to be filed with Clark County, Washington will be prepared pursuant to RCW 58.09 of the existing right-of-way lines within the project area. It is assumed that no new monuments will need to be set at property corners at this time.
- All necessary right-of-way plans, exhibits for right-of-way takes, easements and temporary construction easements/permits will be prepared by the Consultant.
 - a. Fee includes estimate for exhibits of up to 35 properties.

Horizontal Datum:

- Washington State Plane coordinate system, South Zone, NAD83(2011)(Epoch 2010.00), scaled to ground, US Survey feet.

Vertical Datum:

- City of Vancouver - NGVD29

Survey Control:

- Set new Permanent control points tied to the datums mentioned above.

AutoCad Civil 3D format:

- Current version of AutoCad Civil 3D utilizing the City's layers, codes, line types, point styles, blocks, etc.
 - a. To be provided by City of Vancouver along with all documentation regarding the proper use of the template and standards required by the City.

Task 2 Deliverables

Shall be complete no later than submittal of 30% design and shall include AutoCAD Civil 3D separate drawing with:

- 3D Topographic Survey with surface (2024 Autocad Civil 3D or newer .dwg file)
- Boundary drawing with R.O.W and lot lines (2024 AutoCAD 2D or newer .dwg file)
- Recorded record of survey
 - Client to pay recording fee. (Clark County Survey Recording Fee = \$328.50 + \$4 per page)
- Legal Descriptions and Exhibits submitted with the 60% PS&E documents (preliminary .pdf Files)
- State of Washington DNR permit authorizing the removal or destruction of survey monuments per RCW 58.24.040(8) and WAC 332-120-070.

TASK 3: TRAFFIC ENGINEERING - TRAFFIC ANALYSIS (Global Transportation Engineering)

Subtask 3.1 Traffic Engineering Project Management

Subtask 3.1.1 Project Coordination and Meetings

This task is associated with Global Transportation Engineering (GTE's) project management of the traffic analysis, functional design, and design phases associated with this project.

- Project kickoff meeting with City staff.

- Prepare up to 24 monthly progress reports associated with Traffic Analysis and Design Phases. To be provided with monthly invoicing of project.
- Prepare for and participate in up to 24 project team meetings with City staff.
 - Support HHPR team preparing meeting agendas and minutes related to traffic elements of the project.
- Meetings with consultant team and internal GTE design team.
 - Prepare for and participate in up to 24 consultant team meetings.
 - Prepare for and participate in up to 24 internal GTE coordination meetings coordinating deliverables between multi-discipline teaming members.
 - Support the HHPR team preparing meeting agendas and minutes related to traffic elements of the project.

Subtask 3.1.2 Public Involvement

This task is associated with GTE's support in the public involvement process that is being led by Point North.

- Sounding Board Group Meetings (Tier 1 Stakeholder Engagement).
 - Preparation for and attendance of a senior transportation engineer and transportation analyst at the design charrette.
 - Preparation for and attendance of a senior transportation engineer at second and third sounding board group meetings.
 - Provide meeting summary notes regarding traffic related items.
- Communications and Media Relations (Tier 1-3 Stakeholder Engagement).
 - Provide traffic-related information for mailers.
 - Provide traffic-related information for press releases.
- Project Website (Tier 1-3 Stakeholder Engagement).
 - Support development of graphics for website (Up to 8 hours of GTE staff support assumed).
 - Provide roundabout related narrative.
- Three Open Houses (Tier 1-3 Engagement).
 - Prepare for and attend three public open house meetings.

Subtask 3.2 Traffic Analysis Report

Subtask 3.2.1 Existing Transportation Facilities and Traffic Conditions

Existing transportation facilities shall be inventoried, including the following:

- Roadway facilities, consisting of the number of travel lanes lane and shoulder widths, presence of curbs and bridges (highway and stream) along NE 192nd Avenue and its intersecting roadways.
- Public and private access along NE 192nd Avenue between SE 1st Street and NE 18th Street by visiting the site and reviewing the project survey.
- Location and width shall be identified and spacing between access points calculated. (See "Access Management" section below.)
- Pedestrian facilities, including the location and width of existing sidewalks, crosswalks and pathways. Any interaction/connection with the City's current or proposed trail system shall be reviewed, including the existing multi-use path along the east side of SE 192nd Avenue between Brady Road and SE 1st Street, and the planned trail along the south side of NE 18th Street.

- Bikeway facilities, including the location of bike lanes and shoulders on NE 192nd Avenue and intersecting roadways.
- Transit routes that run along or intersect NE 192nd Avenue. The location of routes and transit stops shall be identified.
- Weekday AM and PM peak hour and midday weekend turning movement counts shall be collected at key locations. These will include NE 192nd at the following locations:
 - a. SE 1st Street
 - b. NE 3rd Street
 - c. NE 6th Street
 - d. NE 11th Street/Humane Society for SW Washington driveway
 - e. NE 13th Street
 - f. NE 18th Street
- Twenty-four-hour vehicle classification counts shall be collected on NE 192nd Avenue between SE 1st Street and NE 18th Street, one just north of NE 3rd Street one south of NE 18th Street.
- Prepare an existing conditions operations analysis of up to 6 key intersections and driveways, including documentation of performance measures including level of service, delay, queues, etc.
- Summarize the existing conditions analysis in Technical Memorandum #1 that will be incorporated into Traffic Analysis Report (see Subtask 3.2.4).

The Consultant shall prepare and submit a draft Traffic Analysis Report to the City for review. (See also the “Access Management” section below.) The Consultant shall respond to comments and submit a final report.

- The consultant will perform all required traffic analysis and demand forecasting.

Subtask 3.2.2 Future Traffic Conditions

- Review base and future projected traffic volumes using model information provided by the Southwest Washington Regional Transportation Council (RTC).
 - City of Vancouver will coordinate required model runs with RTC.
- Prepare an assessment of future demand and operations for approved in-process development that may affect the NE 192nd Avenue project.
- Develop future weekday PM peak hour traffic volume projections at the study intersections.
- Travel Demand Validation: Future travel demand shall be estimated at key intersections along NE 192nd Avenue. Existing intersections listed below shall be evaluated to determine how they will operate with the projected traffic demand and potential modification needs shall be identified that accommodate future traffic demand at the following intersections along NE 192nd Avenue.
 - a. SE 1st Street
 - b. NE 3rd Street
 - c. NE 6th Street
 - d. NE 11th Street/Humane Society for SW Washington driveway
 - e. NE 13th Street
 - f. NE 18th Street

- Preliminary traffic signal warrants shall be evaluated at the unsignalized study intersections to determine whether new traffic signals will be needed in the future and when those signals will be needed (sensitivity analysis). If warranted, the operation of the study intersections assuming signalization shall also be evaluated.
- Analyze roundabout operations at intersections under 2045 traffic conditions during the weekday AM and PM peak hours. The capacity, delay, and queue lengths will be evaluated for each roundabout approach to confirm the appropriate roundabout size and number of lanes needed to service the forecast traffic volumes.
- Roundabout Metering and Monitoring
 - The Consultant shall design and prepare plans for metering the roundabout to accommodate major ball field events at 13th Street. The metering will be for facilitating traffic exiting the ball fields and entering.
 - The Consultant shall research options and current practices.
- Intersection layout requirements shall be identified at the 6 study intersections, including lane configuration and queue distances.
 - Evaluate left-turn lane warrants and right-turn lane warrants at the unsignalized study intersections, as appropriate.
 - Conduct a queuing analysis of projected 2045 weekday AM and PM peak hour conditions to determine storage length needs at the project study intersections, as appropriate.
- Summarize future traffic conditions in Technical Memorandum #2 that will be incorporated into Traffic Analysis Report (see Subtask 3.2.4)
 - This memorandum will document the preferred intersection traffic control for the key intersections (signals versus roundabouts).

Subtask 3.2.3 Access Management Plan (HHPR & GTE)

- The Consultant will assist the City with the development of an Access Management Plan (AMP) for the Project corridor. This will include a description of the relationship of access management to the daily operational safety of vehicular travel, as well as multi-modal features of the proposed roadway. The effect of driveway design on traffic operations and safety will also be analyzed and reported.
- The Consultant will work with City staff and other stakeholders to provide advice and to respond to concerns on the proposed AMP.
- The AMP will be developed taking into consideration current conditions, land uses, agreements, signals vs. roundabouts options as well as other projected and anticipated transportation plans.

The Consultant will review the City's existing design and development codes, identifying any shortcoming(s) in these codes which would limit the implementation of the AMP.

This work will include the following:

- A review and evaluation of the City's Comprehensive Plan and Development Ordinance
- A review and evaluation of the applicable sections of the City of Vancouver Municipal Code
- Coordination with City's Public Works Department Traffic division to determine applicability of the AMP to the Project corridor

- A report of necessary changes to existing codes to be submitted to the City for their evaluation and recommendation
- Identification of all existing and approved access points and the uses that they serve.
- Property owner outreach and engagement to understand individual needs, plans, and aspirations.
- Identification of operational and safety implications of the existing access points and their potential relationship to the proposed roadway improvement project.
- Evaluation of existing land uses, potential redevelopment opportunities, and the impacts and opportunities of potential future land uses.
- Identification of access consolidation and closure opportunities, including potential near-term and long-term opportunities.
- Identification of traffic volume and speed implications along the NE 192nd Avenue corridor and local residential streets surrounding as they relate to AMP alternatives. Preparation of a draft and final Access Management Plan (AMP), including identification of potential City code or policy improvement needs, which will be incorporated in the incorporated into Traffic Analysis Report (see Subtask 3.2.4).

City staff will provide the following information:

- Comprehensive Plan
- Land Use and Development Ordinance
- Adopted or draft area plans
- Other relevant planning information

Subtask 3.2.4 Traffic Analysis Report

- Preparation of a draft and final Traffic Analysis Report that summarizes the project elements above and integrates with the Access Management Plan.
- Respond to comments and submit a final report.
- Coordination with the air quality and noise teams to provide traffic volume information and preliminary channelization plans required for their analyses.

Task 3 Deliverables

- Roundabout related materials and graphics as described above in support of the Public Involvement effort.
- Existing Traffic Conditions Technical Memorandum #1
- Future Traffic Conditions Technical Memorandum #2
- Draft and Final Access Management Plan
- Travel demand validation
- Ultimate lane configuration recommendation along the corridor
- Roundabouts vs. Signals documentation
- Draft and Final Traffic Analysis Report

TASK 4: DESIGN ENGINEERING - PLANS, SPECIFICATIONS & ESTIMATE (PS&E); EVALUATION OF ALIGNMENT OPTIONS INCLUDING OPTIONS FOR TRAFFIC SIGNALS VS. ROUNDABOUTS

Subtask 4.1 Design

The consultant will advance the design at the conclusion of the preferred intersection control and configuration to preliminary (30%), 50, 75, and 90%, and final construction contract documents as part of this task. HHPR Team including GTE, and Columbia West will be responsible to provide design engineering services for the deliverables outlined below for the following submittals:

- Preliminary (30%) Submittal
- 60% Submittal
- 90% Submittal
- Final submittal

Subtask 4.1.1 30% Design (Preliminary)

The consultant will develop preliminary construction documents to the 30% design stage. These documents will be used to assist the permit process. Review documents will consist of drawings, and a preliminary opinion of probable construction cost. At this design level, the overall design layout, footprint, and geometrics of the project are established and all decisions required to generate construction details have been made.

- Based on the results of the TIA, prepare Sketch-Level Intersection Design for up to 4 intersections.
 - a) Using the topographic survey map as a base, prepare scaled, hand-sketched design concepts of up to 4 different roundabout/signalized geometric design concepts at each of the three intersections. Sketch concepts will depict critical intersection features and geometric design consideration including:
 - Size and location relative to right-of-way and geometric constraints;
 - Alignment of approaches and number of lanes;
 - Design speed;
 - Speed consistency;
 - Design vehicle turning movements;
 - Pedestrian, bicycle, and transit treatments;
 - Local access impacts; and
 - Basic channelization.
 - b) Review and discuss sketch concepts with the project design team. Work collaboratively with the City and project design team to identify preferred intersection concept for further refinement.
- Initial CAD Intersection Design.
 - a) Prepare 15%-level preliminary intersection designs at the study intersection in AutoCAD for the two most promising sketch layouts. The designs will include basic horizontal geometric design elements, including edges of travel way, channelization striping and islands, sidewalks, crosswalks, and truck apron. The designs will ensure the geometry incorporates key operational and safety features including design speed objectives, speed consistency principles, design vehicle accommodations, and bicycle/pedestrian treatments.

- b) Prepare sketch-level drawings showing "fastest path" design speeds for all critical approaches of the roundabout(s) in accordance with NCHRP Report 672.
- c) Prepare engineering drawings showing AutoTurn vehicle paths through critical turning movements of the intersection for the design vehicle.
- d) Evaluate stopping and intersection sight distances at roundabout in accordance with guidelines from NCHRP Report 672. Determine the sight distance triangles needed at each roundabout approach and within the central island as a guideline for potential easements and landscape design. Prepare an exhibit showing the recommended sight lines.

The 30% plans shall include:

- Cover Sheet
- Civil Legend Sheet
- Plan over Profile Sheets showing basic roadway geometry information and incorporating recommended intersection geometry, lane configurations, median locations and access management implementation.
- Preliminary Retaining and Soundwall layouts
- Plan sheets showing conceptual stormwater, water and sanitary sewer layout

Deliverables

- Base maps and Horizontal and Vertical control map
- Digital terrain model
- 30% Civil Plans
- 30% Construction Cost Estimate

Subtask 4.1.2 60% Design (PS&E)

The consultant will develop construction documents to the 60% design stage. These documents will consist of plans, draft specifications, a bid item list, an opinion of probable construction cost, and an anticipated construction schedule.

Traffic Signal Design

- Design conference with the City Traffic Engineer at design kick-off.
- Identification and confirmation of the traffic signal phasing and operations plan, turn lane storage needs, detection requirements, pedestrian and bicycle elements, and other key assumptions.
- Preparation of preliminary signal equipment layout for City review and approval, including revisions as needed.
- Fiber optic interconnect plan along NE 192nd Avenue from SE 1st Street to NE 18th Street, as appropriate for network communication purposes.

Roundabout Traffic Metering

- Design conference with the City Traffic Engineer at design kick-off to discuss metering options.
- Preparation of preliminary metering layout for City review and approval, including revisions as needed.

Signing and Striping Design

- Field reviewing the existing signing and striping within the vicinity of the project from the City (if available).
- Conduct a site visit to inventory the existing conditions and verify the survey.

Street Lighting Design

- Participate in a design conference with the City Traffic Engineer at design kick-off.
- Review the existing street lighting as-built drawings within the vicinity of the project from the City and explore the opportunity to extend existing system if possible.
- Identification and confirmation of the desired lighting poles and fixtures.

The 60% plans shall include:

- Cover Sheet
- Civil Legend Sheet Typical Sections
- Plan over Profile Sheets showing basic roadway geometry information
- Utility Plan – Updated general concepts for stormwater, water and sanitary systems and facilities.
- Joint Utility Trench Plan for undergrounding of overhead utilities
- Intersection/Roundabout Layouts
- Preliminary Retaining Wall and Sound Wall Plan and Profile
- Preliminary Retaining Wall and Sound Wall Details
- Preliminary Erosion Control and Grading Plans
- Preliminary Erosion Control Notes Detail Sheets
- Preliminary Site Prep/Demolition Plans
- Preliminary Signal Equipment Layout
- Preliminary Streetlighting Plans
- Conducting a photometric analysis to determine a conceptual-level street light pole layout.
 - It is assumed that standard Type A cobra lighting will be provided based on the Principal Arterial classification.
 - This assumes roadway lighting along the entire length of the project study corridor.
- Preliminary Fiber Optic Interconnect Plans
- Preliminary Construction Staging Plans
- Preliminary Construction Signing
- Preliminary Pavement Marking Plans
- Preliminary Landscape Plans
- Detailed geometric layout of intersections and grading for ADA purposes

Other documents to submit with the 60% plans:

- Preliminary cut and fill line determination.
- Preliminary stormwater analysis, preliminary basin delineation map, and conceptual layout.
- Calculate quantities and prepare a 60% engineer's estimate of construction costs shown on the Civil plans.
- Comment response log (include comments on 30% submittal and responses)
- Draft specifications

Deliverables

60% Level Plans, specifications, reports and cost estimates

Subtask 4.1.3: 90% Design (PS&E)

The consultant will address review comments from the 60% plans and develop construction documents to the 90% design stage. These documents will consist of plans, specifications, a bid item list, an opinion of probable construction cost, and an anticipated construction schedule.

The 90% plan set shall include the following:

- Cover Sheet
- General Notes and Legend Sheet
- Typical Sections
- Erosion Control and Grading Plans
- Erosion Control Notes
- Detail Sheets
- Site Prep/Demolition Plans
- Plan over Profile Sheets
- Utility Plan and Profile for stormwater, water, sanitary sewer and the joint utility trench.
- Stormwater Facility Plan and Detail Sheet
- Miscellaneous Details Sheet
- Traffic Signal Plans
- Fiber Optic Interconnect Plans
- Signing and Striping Plans
- Streetlighting Plans
- Construction Staging Plans
- Construction Signing Plan
- Site Specific Traffic Control Plans
- Retaining Wall Plan and Profile
- Soundwall Plan and Profile
- Wall Details
- Standard Detail Sheets
- Landscape Plans
- Landscape Detail Sheets
- Preliminary Irrigation Plans
- Preliminary Irrigation Detail Sheets

Other documents to be submitted with the 90% plans:

- Compile stormwater analysis from 60%, update the analysis to match the 90% level design and prepare the preliminary stormwater / Hydrology report.
- Compute quantities and prepare an engineer's estimate of construction costs shown on the plans.

- Identify which bid items will require special provisions.
- Prepare 90% Level Project Specifications including GSP's and special provisions necessary for this project.
- Comment response log (include comments on 30%, and 60% submittal and responses)
- Submit 90% plan set, specifications, and cost estimate for review

Deliverables

90% Plans, Specifications, and Cost Estimates Preliminary Stormwater / Hydrology Report

Subtask 4.1.4 Final Design (PS&E)

The consultant will address review comments from the 90% plans and develop construction documents to the 100% and Final design stage. These documents will consist of plans, specifications, a bid item list, an opinion of probable construction cost, and an anticipated construction schedule. Final documents will be sealed as appropriate for jurisdictional engineering review.

Address the 90% comments. 100% and final design phase plan set shall include:

- Cover Sheet
- General Notes and Legend Sheet
- Typical Sections
- Erosion Control and Grading Plans
- Erosion Control Notes
- Detail Sheets
- Site Prep/Demolition Plans
- Plan over Profile Sheets
- Utility Plan and Profile stormwater, water, sanitary sewer and Joint Utility Trench
- Stormwater Facility Plan and Detail Sheet
- Miscellaneous Details Sheet
- Traffic Signal Plans
- Fiber Optic Interconnect Plans
- Signing and Striping Plans
- Streetlighting Plans and Details
- Construction Staging Plans
- Construction Signing Plan
- Site specific Traffic Control Plans
- Retaining Wall Plan and Profile
- Soundwall Plan and Profile
- Wall Details
- Construction Staging Plans
- Construction Signing Plan
- Standard Detail Sheets
- Landscape Plans
- Landscape Detail Sheets
- Irrigation Plans

- Irrigation Detail Sheet

Other documents submitted with the final plans:

- Address preliminary stormwater report comments, and submit final stormwater report for approval.
- Prepare final special provisions as needed for nonstandard items shown on the plans, and compile the project specifications.
- Compute quantities and prepare an engineer's estimate of construction costs.
- Submit 100% PS&E for Review
- Address City review comments regarding the plans, specs, and estimate.
- Comment response log (include comments on 30%, 60%, and 90% submittal and responses)
- Preparation of the project NPDES permit application, and posting the Notice of Intent (N.O.I.) in an appropriate local news paper
- Preparation of the project SWPPP
- Prepare final bid package
- Submit final bid package

Deliverables

- Copy of NPDES Permit Application
- Copy of SWPPP
- 100% PS&E
- Contract Documents in word format and cost estimate in excel.
- Final CAD drawings and Civil 3D.
- Final Stormwater Report
- Copies of Bid Package, assume a maximum of 30 copies to bidders

Subtask 4.2 Data Collection and Utility Coordination

Subtask 4.2.1 Surveying and Base Map

CONSULTANT will conduct site visits and take project photos of every property. CONSULTANT will use photographs to document pre-project conditions.

Deliverables

- Project Photos

Subtask 4.2.2 Utility Coordination

Identify utilities within the project limits and obtain and review their system mapping. Verify system mapping consistency with project base-mapping.

Conduct a utility reconnaissance of the entire project area to determine visual evidence of underground and aboveground utility facilities and confirm utility provided facility maps and project basemap completeness.

Serve as Single Point of Contact through the design phase of the project for utilities in addressing their need for project information and design requests, including distribution of design plans. Serve as liaison between utilities and the Project Design Team. Identify and discuss with each utility special requirements associated with their facility relocation or modification. Assume up to 1 hour per week throughout the project duration.

Prepare a "Utility Report" for utilities within the project corridor. The report will outline potential utility conflicts throughout the project area and describe existing facilities' general locations, type, size, material, typical buried depth, project construction requirements, and probable conflict resolution. Potential conflicts will also generally be described as well as caveats related to relocation process. Submit a draft report electronically. Submit a final report electronically.

Submit a monthly utility coordination report with invoice.

Subtask 4.2.3 Utility Meetings

Prepare for and attend up to four meetings including the overall project kickoff meeting for strategizing and planning utility coordination and relocations with City and/or Project Design Team.

Organize group/individual utility meetings as necessary to provide latest overall project information. Such meetings will address known facilities, potential for impact, timing requirements for potential relocations, initial information of reimbursable requirements. Meetings will also allow the exchange of each utility's relocation plans with the other utilities in order to maximize compatibility of relocation designs and utility and roadway construction sequencing. Organize up to three group utility meetings, and up to five individual utility meetings. Prepare and transmit meeting agendas and meeting summaries to all concerned parties. If a temporary shutdown of the BPA facilities is required during construction, additional coordination and planning meetings with BPA will be needed.

Subtask 4.2.4 Conflict Identification, Analysis and Recommended Resolution

Identify and analyze utility conflicts, compile and distribute utility conflict lists involving aboveground, surface and underground conflicts, and make conflict resolution recommendations to utilities.

Produce utility conflict plan sheets based on preliminary (~60%) design plans and accompanying utility conflict spreadsheets indicating, but not limited to, conflict item number, type of utility, conflict status, average cover during and after construction, whether utility is in or out of public right-of-way, and comments. Assume six different utility operators.

Revise conflict analysis and conflict spreadsheets based on 90% design plans

Revise conflict analysis and conflict spreadsheets based on 100% design plans

Subtask 4.2.5 Conflict Notification and Utility Relocations

Notify the impacted utilities and coordinate the efforts of the utility agencies in developing and executing a plan for relocating utilities to resolve conflicts with the project design. As part of that effort:

- Prepare and deliver to each involved utility owner a Conflict Notice with attached conflict list and map. Assume up to six different utility operators. Notice shall require a utility response in the form of a proposed facility adjustment plan and schedule to complete the utility work. Allow each utility a 30-day period to respond with a proposal from date of the notice.
- Review utilities' proposed relocation plans to verify that identified conflict items are addressed and that the plans accommodate and conform to the construction requirements for the Project. Provide written approval of each utility's relocation plan. Up to six total reviews will be performed for the utilities' relocation plans (average 1.5 per utility).
- Provide construction phase services, up to five site visits.

Assumptions:

- City will provide utility plans, GIS and other supporting documents for City utilities potentially affected by this project and pertinent franchise utility system mapping and agreements in its possession.
- Utility design location fees, if any, are not included in Consultant's costs and will be paid by the City if required.
- Utilities will provide designating and locating information for their facilities at their expense. Additional right-of-way and/or easements that may be required for relocated utilities, is the responsibility of the utilities or the City in the event of prior rights.

Deliverables

- Meeting agendas and summaries for each utility meeting
- Monthly reports
- 30% Submittal - Existing utilities identified and marked-up on survey base mapping
- Utility Report based on 30% plans within 20 days of 30% submittal
- Preliminary utility conflict analysis based on 60% plans within 20 days of 60% submittal
- Utility Conflict Report
- 90% utility conflict analysis based on 90% plans within 20 days of 90% submittal
- Conflict notice letters and attachments for each utility
- 100% utility conflict analysis based on final plans within 15 days of 100% submittal
- Review and comments on utility relocation plans

Subtask 4.3 Geotechnical Engineering

Columbia West will conduct a geotechnical investigation to evaluate subsurface soil conditions along the project alignment and develop geotechnical design recommendations and construction guidelines for the proposed roadway widening and improvements, including roadway embankments, stormwater infiltration and detention facilities, retaining walls, traffic signals, and sound walls. The work will be conducted in general conformance with Washington State Department of Transportation's (WSDOT's) Geotechnical Design Manual, Washington State Department of

Ecology's (WSDOE's) Stormwater Management Manual for Western Washington (SMMWW), and the City of Vancouver's (City's) Surface Water/Stormwater Design and Construction Requirements.

Specifically, Columbia West will provide the following services:

1. Review readily available geologic, groundwater, and soil survey maps that cover the project vicinity.
2. Conduct a site reconnaissance.
3. Mark the proposed exploration locations in the field and notify the "One Call" service for public utility locates. Also, engage services of private utility locating subcontractor for work on private property.
4. Prepare traffic control plans for and provide traffic control during completion of field explorations. Traffic control plans will be approved by City Public Works staff prior to performing work.
5. Advance up to 15 mechanically drilled borings to characterize subsurface soil conditions, install monitoring wells, and conduct *in situ* infiltration testing. We anticipate that between 4 and 6 days will be required for drilling. Borings will be drilled to depths up to 10 or 25 feet below grade for evaluation of soil and groundwater conditions at potential infiltration system locations.
6. Maintain a log of the soils encountered in the explorations and collect soil samples for laboratory testing.
7. Install groundwater monitoring wells (e.g. piezometers) in up to 4 borings. The piezometers will be protected by flush-mount monuments/enclosures.
8. Conduct up to 9 infiltration tests at up to 6 exploration locations. Tests will be conducted at locations and depths proposed by HHPR. We anticipate that up to 3 locations may have infiltration tests at two depths (e.g. shallow and deep).
9. Restore the explorations in the following manner:
 - a. Borings - Backfill the drilled borings/monitoring wells in accordance with WSDOE standards. In paved areas, the surface of the boreholes will be patched with concrete or asphalt. Excess soil cuttings from the borings will be left adjacent to the boreholes in open fields, and removed from the site in developed areas.
10. Collect an initial groundwater level reading from the monitoring wells approximately one week after installation.
11. Conduct a program of laboratory testing on select soil samples, including up to:
 - a. 10 particle-size distribution tests (sieve analyses)
 - b. 10% fines determinations (percent passing the No. 200 sieve)
 - c. 25 moisture content and/or density determinations
 - d. 6 Atterberg Limits determinations
 - e. 6 cation exchange capacity determinations
 - f. 6 organic content determinations
 - g. 2 one-dimensional consolidation tests
12. Conduct engineering analyses to evaluate:
 - a. Embankment construction alternatives.
 - b. Stability of pond and roadway embankments.
 - c. Settlement potential in organic soils for roadway embankments.

- d. Retaining wall earth pressure design parameters (including active, at-rest, and passive pressures).
 - e. Retaining wall foundation design parameters.
 - f. Retaining wall and soundwall foundation global stability.
 - g. Traffic signal foundation design parameters.
 - h. Seismic design parameters.
 - i. Liquefaction and earthquake-induced ground settlement potential.
 - j. Design criteria for pond liners and ballast (if needed).
13. Prepare a draft geotechnical report summarizing the results of the subsurface exploration and laboratory testing programs, and presenting appropriate recommendations and conclusions.
 14. Prepare a final geotechnical report incorporating requested changes/updates from the project team's review of the draft report.
 15. Collect up to 12 additional groundwater level readings over a period of one year. Readings will be collected at approximately monthly intervals during dry periods and biweekly during wet periods.
 16. Prepare a memorandum documenting groundwater level readings.
 17. Provide project management and support for our work, including coordinating Columbia West staff and subcontractors, invoicing, email and telephone communications with the project team, other incidental administrative services required for the project, and attendance at up to two project meetings.

Assumptions

- The above scope of work and attached fee estimate are based upon the following assumptions:
- The City or others in the Consultant team will obtain right of entry permission for all explorations and monitoring well installations.
- Field work will be performed during daylight hours with approved traffic control.
- If contaminated soils are encountered, then additional charges will be incurred for equipment decontamination, testing, and soil disposal.
- If needed, the City will issue a street use permit at no cost to the Consultant.
- Abandonment of the groundwater monitoring well is not included in our scope. We have assumed that this task will be completed during construction by the project contractor.

Deliverables

- Traffic control plan for City approval
- Draft geotechnical report
- Final geotechnical report
- Groundwater monitoring memorandum
-
- Coordination with and contact information for private property representatives.

Subtask 4.4 Structural Engineering

Sound Walls along NE 192nd Avenue – PS&E

The consultant will prepare 30, 50, 75, and 90% and final construction contract documents for sound walls along NE 192nd Avenue. HHPR will provide the plan and profile drawings for the sound walls, and the Consultant structural engineer will provide the structural engineering and details, and unit cost data for the cost estimate.

Assumptions

- Soil conditions are such that shallow spread-footing-type foundations can be used. WSDOT standard sound wall details will be used.

Deliverables

- Design documents (details) in electronic format at each of the 30, 50, 75, 90% and final design stages
- Review comments provided to HHPR regarding the plan and profile sheets prior to submittal of documents at the stages listed above
- Final design documents in full-size paper copies; quantities sufficient for submittal to City of Vancouver for review
- Structural calculations at the final design stage

Subtask 4.5 Right-of-Way (ROW) Plans

The Consultant shall review the ROW plans, and provide necessary information to the City about the project designs at the 30 – 60% design stage. The City will use the information to develop the ROW plans for the project. All necessary ROW plans, exhibits and legal descriptions for ROW takes, easements and temporary construction permits will be prepared by the Consultant. The City will provide services for property appraisals, negotiations and acquisitions.

Subtask 4.6 Grade Sheets

The Consultant shall prepare grade sheets for Project construction using station-offset format. The grades shall be tabulated for top surface and sub-grade at centerline, midpoints of roadway, gutters and tops of curbs. The grades shall be provided at 25-foot intervals longitudinally and at points of horizontal and vertical curvature.

Deliverables

- Grade sheets electronic format

TASK 5: ENVIRONMENTAL EVALUATION AND PERMITTING (HHPR)

It is anticipated that environmental assessment for the Project will result in a “Documented Categorical Exclusion (DCE)” for the NEPA and a “No Effect” determination for Endangered Species.

No wetlands or other regulated waters are mapped within the project area and none are expected. A City Critical Areas Ordinance and a SEPA checklist shall be prepared for the Project. The Consultant shall prepare the NPDES application and SWPP Plan for the Project. The project is also located within the Troutdale Sole Source Aquifer and is subject to EPA review. Unless the Project is determined to be exempt, the Consultant shall complete the Sole Source Aquifer Checklist for submittal to EPA based on supporting technical information or reports including a hazardous materials report and project design information.

This project is expected to qualify as a NEPA DCE. This will require preparation of a Local Agency Environmental Classification Summary (ECS) based on supporting technical information or reports on specific topics. The ECS and supporting information will be prepared in accordance with FHWA regulations and the WSDOT Environmental Procedure Manual (EPM). To the extent possible, previous and current studies and current design information will be used to draft a preliminary ECS. A meeting will be held with WSDOT Local Programs staff to discuss the project, ECS, and potential impacts or concerns. The ECS has the following environmental considerations to be evaluated:

1. Air Quality
2. Critical/Sensitive Areas
3. Aquifer Recharge Areas and Wellhead Protection Areas
4. Geologically Hazardous Areas
5. Wildlife, Rare Plants and Habitats not addressed by ESA
6. Wetlands
7. Cultural Resources/Historic Structures
8. Flood Plains and Floodways
9. Hazardous and Problem Waste
10. Noise
11. Parks, Recreation Areas, and Section 4(f) & 6(f) Resources
12. Resource Lands
13. Rivers, Streams or Tidal waters
14. Tribal Lands
15. Visual Quality
16. Water Quality/Stormwater
17. Environmental Commitments and Long-Term Maintenance Commitments
18. Social Effects and Environmental Justice

Subtask 5.1 Review of Previous Environmental Studies

- City, County, and State environmental staff shall be contacted to obtain and review previous studies completed for other Projects in the area of the proposed NE 192nd Avenue improvements, including the following:
 - Any existing environmental documentation and reports for the Project area
 - City and County critical resource area designation information
- Updating requirements shall be determined, and any gaps in the data identified. As far as possible, the previous studies and available mapping shall be used to complete the Local Agency Environmental Classification Summary (LAECS) required by WSDOT to determine what type of documentation is required in order to demonstrate compliance with NEPA and SEPA requirements.

Technical Studies

It is expected that information regarding existing conditions and resources in the Project area shall be used as much as possible. The technical studies described below shall supplement existing studies and shall be used both for the design and permitting efforts. The Consultant shall contact staff at the various agencies to obtain information for the area, and the analysis needed to support the assessment documentation.

Deliverables

- Memorandum identifying environmental permitting requirements and associated timelines
- Draft Local Agency Environmental Classification Summary

Subtask 5.2 Endangered Species Act Compliance (No Effect Memorandum)

The consultant will confirm which species and critical habitat National Marine Fisheries Service (NMFS) and the U.S. Fish and Wildlife Service (USFWS) have listed that could occur within the project area. The consultant will also research and identify priority species and habitat information from (1) the Washington State Department of Fish and Wildlife (WDFW), Priority Habitats and Species Program, (2) the Washington State Department of Natural Resources (WDNR), Washington Natural Heritage Program, and (3) the City and/or County geographic information systems. The consultant will review this information, as well as other appropriate sources of information from existing literature and data resources, in conjunction with any necessary field reconnaissance.

The consultant will complete a field review and verify the presence of potential habitat for species of concern in the project action area.

The consultant will prepare the required documentation for Endangered Species Act (ESA) compliance. Based on the anticipated increase in impervious surfaces and on-site stormwater infiltration a “No Effect” determination is anticipated. A No Effect Memorandum (NEM) will be

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prepared consistent with WSDOT Local Agency Guidelines (LAG) Manual. The consultant will assemble a draft NEM for City review, finalize the memorandum based on one round of City review, and then submit the final draft NEM to WSDOT for review. The consultant will finalize the NEM based on one round of WSDOT review.

It is expected that the consultant will meet one time with WSDOT Local Agency staff for this task. This meeting would occur once the preliminary design is completed, including stormwater design, and would be intended to confirm the “No Effect” determination.

Assumptions

- The only potential project impacts to ESA-listed species are associated with stormwater runoff reaching ESA-listed fish bearing waters.
- Stormwater can be treated and fully infiltrated onsite, resulting in a “No Effect” determination for ESA.
- Consultation with the agencies is not required.
- Formal species surveys are not necessary and not included in this scope of work.
- WSDOT comments on the draft and final NEM are minor edits and will not require additional technical analysis or field visits.
- The meeting with WSDOT Local Agency staff will be held virtually.

Deliverables

- Up to one meeting with WSDOT staff to discuss the “No Effect” determination.
- Draft NEM for City review (one electronic copy)
- Final draft NEM for City and WSDOT review (one electronic copy)
- Final NEM submitted to WSDOT (one electronic copy)

Subtask 5.3 Contingency---Endangered Species Act Compliance (Biological Assessment)

If a stormwater design utilizing 100% infiltration is not feasible, or if other unavoidable impacts negate a “No Effect” determination, the consultant will prepare a biological assessment (BA). The BA will be prepared consistent with WSDOT Local Agency Guidelines (LAG) Manual. The area of indirect effects studied with the project will be determined and examined in accordance with the guidance in WSDOT’s BA preparation training manual. The consultant will assemble this material into a draft BA for City review, finalize the report based on one round of City review, and then submit the final draft BA report to WSDOT for review. The consultant will finalize the report based on one round of WSDOT review.

It is expected that the consultant will meet up to two times with WSDOT agency staff for this task. The first meeting will be to address and reach an agreement on the content of the BA, and the second meeting will be to review and discuss mitigation measures that would be incorporated into the project design.

Assumptions

- An analysis of stormwater pollutant loading using the Hi-Run Model will be completed to support the BA.
- Formal species surveys are not necessary and not included in this scope of work.
- Agency comments on the draft and final BA are minor edits and will not require additional technical analysis.
- Meetings with agency staff will be in Vancouver. No formal meeting minutes will be prepared from these meetings.

Deliverables

- Draft BA for City review (one electronic copy)
- Final draft BA (one electronic copy to City and WSDOT)
- Final BA (one electronic copy to City and WSDOT)
- Up to two meetings with WSDOT staff to discuss the content of the BA and to discuss proposed project mitigation

Subtask 5.4 Noise Analysis (MMA)

The noise study shall be conducted to meet the requirements of the Federal Highway Administration (FHWA) and shall follow the WSDOT 2020 Traffic Noise Policy and Procedures.

A land use inventory shall be performed to identify the existing noise-sensitive land uses and to assist in selection of noise monitoring and modeling locations. Representative receiver locations shall be selected for prediction of noise levels and determination of noise impacts.

Reference noise measurement, traffic counts and speed measurements will be performed and used to validate the FHWA Traffic Noise Model (TNM version 2.5 or newer). Sites shall be monitored during periods of free flowing traffic. Monitoring will be performed at up to 8 sites in the study area, including sites that have planned and permitted developments not yet constructed. Photographs will be taken at all monitoring sites and detailed site maps will be prepared to allow for repeat measurements if needed.

Using the validated noise model, traffic noise levels will be projected for the existing conditions, Future No-Build conditions and one Build Alternative. The modeling will use existing and future traffic volumes, speeds and vehicle mixtures from the project traffic engineers. Traffic noise modeling shall include the noise-reducing effects of area topography, including existing structures and earth berms. Summaries of all data will be prepared and compared. Future Build noise levels shall be compared to the WSDOT Traffic Noise Abatement Criteria (NAC) described below.

The traffic noise impact criteria against which the Project traffic noise levels are evaluated are taken from Title 23 of the Code of Federal Regulations (CFR) Part 772, "Procedures for Abatement of Highway Traffic Noise and Construction Noise." Locations predicted to meet, or exceed the

NAC under the Build Alternative will be identified on project maps and tables. All sites identified with noise levels above the NAC under the Build Alternative shall be considered for noise abatement. Where noise abatement is considered, a cost effectiveness analysis shall be performed as required by WSDOT. Any noise abatement found to meet the WSDOT criteria for reasonable and feasible noise abatement shall be considered for inclusion with the project based on the desire of the affected residences to accept the abatement measures.

The Consultant shall compile a technical report summarizing the findings of the noise study. The contents shall include land use in the area, existing noise conditions, methods of analysis, impacts and all evaluated noise abatement measures. Noise abatement cost estimates shall be included, and shall be based upon recent construction costs in Washington State, as provided in the WSDOT 2020 Traffic Noise Policy and Procedure Manual. Construction noise impacts and noise mitigation measured shall be discussed. The report shall include maps of the existing and proposed alignments and existing and future land uses on a scale vicinity map. Comparative tables shall be prepared to aid in understanding Project impacts and traffic noise abatement measures. The report shall be submitted electronically to the project team and the City for review. Based upon the comments, the Consultant shall revise the report and submit final copies.

Deliverables

- Draft Traffic Noise Analysis Report
- Final Traffic Noise Analysis Report

Subtask 5.5 Air Quality Analysis (MMA)

This project is located in an attainment area for the priority pollutants, i.e., the air quality meets all current standards from the US Environmental Protection Agency (EPA) and Washington State Department of Ecology (WSDOE). In response to projected increases in vehicle volumes on local streets, this air quality analysis shall consist of a description of the current regulatory status of the project area regarding air quality, a qualitative analysis of the operational and greenhouse gas emissions and a discussion of criteria pollutants to address any local concern. The analysis will also include a quantitative analysis of construction emissions using the EPA model “ICE” and a discussion of mitigation measures to reduce emissions during the operational and construction phases.

A technical report shall be prepared and submitted incorporating findings of conformity with Environmental Protection Agency (EPA) Standards, State, and Federal regulations. Based on comments from the project team, general public and related agencies, a final report will be produced.

Deliverables

- Draft Air Quality Technical Report
- Final Air Quality Technical Report

Subtask 5.6 Cultural Resources (AINW)

The Project will require archeological approval from the City and shall meet Section 106 of the National Historic Preservation Act of 1966 and Washington Governor's Executive Order 21-02. The project Area of Potential Effect (APE) will need to be determined, summarized, and submitted to WSDOT for review. A cultural resource survey of the project's Area of Potential Effect (APE) will be conducted. The standards and guidelines developed by the Washington State Department of Archaeology and Historic Preservation (DAHP) would be followed.

The following are the main tasks likely to be needed for this project.

- Prepare the draft Area of Potential Effect (APE) description for the City; the City will submit the APE request to WSDOT.
- Conduct an archaeological pedestrian survey of the APE and excavate shovel tests in areas where the land is intact or an archaeological resource is likely. Archaeological resources will need to be delineated.
- Inventory the historic-period buildings and structures that are either within the APE or are on parcels that are crossed by the APE (are on lands that may be purchased for the project). The BPA transmission line, which is considered to be eligible for listing in the National Register of Historic Places, is likely to be within the APE. Preliminary evaluation of resource significance will be provided.
- Summarize the findings in a survey report for the City and for WSDOT review.
 - Recommend a Finding of Effect based on the possible impacts, or recommend additional evaluation phase study.
 - Provide a finding under Section 4(f) if the project may "use" a historic resource.
- If resources cannot be avoided, additional effort to evaluate them may be needed. Resource evaluation would be a second phase of the study.

Area of Potential Effect (APE)

The APE will need to be determined, summarized, and submitted to WSDOT for review. WSDOT will submit the APE description document to DAHP and Tribes, and the DAHP will need to approve the design of the APE before the archaeological survey can begin. AINW will work with the City and WSDOT cultural resource staff to prepare the APE submittal to WSDOT. The APE will need to include all areas of possible ground disturbance, at a minimum.

AINW will review the previous studies in the project APE to identify areas that have been adequately surveyed previously for archaeological resources and to identify previously recorded archaeological and historic resources. No archaeological resources have been previously recorded or documented within or near the project. Some portions of privately owned lands adjacent to the corridor at the southern end of the project have been archaeologically surveyed. The Bonneville Power Administration considers elements of its original system to be eligible for listing in the National Register of Historic Places, and the transmission alignment crossing the corridor is part of that system. Buildings constructed more than 45 years ago located on parcels crossed by the APE will need to be recorded.

AINW will need a map of the project area and confirmation of the locations and dimensions of the impact areas, as well as a description of the project, for the APE submittal.

Archeological Field Survey

Once the APE has been approved and the background review is done, and after permission from private landowners has been obtained, the archaeological pedestrian survey will be conducted. The archaeological survey will include a pedestrian survey using transects spaced 33 to 50 feet (10 to 15 meters) apart. The archaeologist will determine if artifacts are present and whether the APE has been previously disturbed.

Areas within the surveyed areas where an archaeological site is considered likely but the visibility of the native soils is poor will be recommended for shovel testing. If artifacts are found during shovel testing, they will not be collected but will be documented, and a site form will be prepared. Shovel tests will be excavated to meet the City's archaeological ordinance and the DAHP's standards and guidelines. The shovel tests will be 30 centimeters in diameter and excavated to a depth of 50 centimeters, and soil will be screened through 1/8-inch mesh hardware cloth.

- Up to 38 shovel tests may need to be excavated in high probability areas.
- Up to 1 archaeological site may be identified and this will be documented.

Historic Resource Field Inventory

If parcels may be purchased or impacted temporarily or permanently using federal funds from the FHWA (through WSDOT), the historic-period buildings and structures—those constructed more than 45 years ago—will need to be inventoried and evaluated. Approximately 20 historic-period buildings or structures are within the APE. In addition, the Bonneville Power Administration considers elements of its original system to be eligible for listing in the National Register of Historic Places, and the transmission alignment crossing the corridor is part of that system. Historic resources will need to be documented on the DAHP's current inventory forms and the forms will be appended to the report. A preliminary evaluation will be provided as part of the documentation.

Deliverables

- Report & Resource Documentation

The historic resource inventory and archaeological survey (including both the pedestrian survey and shovel testing) will be combined into a cultural resource survey report and will be submitted to the City for review. After the City's approval, WSDOT staff will review it. Once approved, WSDOT will submit the report to the DAHP and Tribes for review and concurrence. The report will include recommendations for additional work, if needed. Recommendations will be coordinated with the project team. A preliminary evaluation of each identified resource's eligibility for listing in the National Register of Historic Places will be provided. If the resources

are determined to be significant and they cannot be avoided, the determination of effect may be either a finding of “No Adverse Effect” or “Adverse Effect.”

Assumptions for Cultural Resource Survey

- AINW will prepare the APE submittal using information and a map supplied by the City about the project.
- A background review of the previous studies conducted in the vicinity will precede the fieldwork.
- The archaeological fieldwork will include a pedestrian survey using transects spaced 33 to 50 feet (10 to 15 meters) apart, except impenetrable areas or areas where no permission has been obtained.
- Up to 38 shovel tests will be excavated within the area restricted for the survey to determine whether an archaeological site is present. The shovel tests will be used to delineate resource boundaries if resources are found in this area. Soils will be screened using 1/8-inch mesh hardware cloth. No artifacts will be collected.
- Up to 1 archaeological site may be documented.
- The historic resources inventory of the APE will document up to 20 historic-period houses, farmsteads, or structures. Historic resources will be documented on the DAHP’s current inventory forms and the forms will be appended to the report.

Out of Scope Exclusions

The APE measures approximately 13 acres in size, and an additional 2 acres may be selected for staging areas. Survey of the project corridor beyond these limits would be out of scope. If resources are found that appear to be eligible for listing in the National Register of Historic Places, and if impacts or adverse effects cannot be avoided, additional study may be needed.

BPA will conduct their own archaeological study on BPA-owned lands, and the results will be appended to the cultural resource survey report for the project.

If an archaeological site is found, based on the results of the pedestrian survey and shovel testing, additional excavations may be needed to evaluate the resource for its eligibility for listing in the National Register of Historic Places. This additional work would be done after the survey has been completed and after WSDOT has consulted with both the DAHP and with Tribes.

If a significant historic resource is within the project, additional effort may be needed to address the potential for adverse effect. Documentation and coordination needed to address an adverse effect to a historic resource are not included in the present scope.

If there is a finding of “Historic Properties Adversely Effected,” additional work would be needed beyond this scope of work. The appropriate level of effort would be determined through coordination with the project team, WDOT, DAHP, and Tribes.

Deliverables

Scope 40-23 192nd Ave Corridor Improvements Project

- Area of Potential Effect (APE) description; the City will submit the APE request to WSDOT.
- Cultural Resources report and appended historic resource and archaeological resource forms, as appropriate.

Subtask 5.7 Hazardous Materials Investigation (CW)

The Consultant shall conduct a Level I Hazardous Materials Assessment (HMA) to assess and identify any known or potential environmental conditions within or adjacent to the project alignment (the Area of Potential Effect) that may impact the project. There are approximately 80 individual parcels that abut the project alignment with varying residential, commercial, retail, fueling, light industrial/trucking, and undeveloped uses.

The work will address the following potential areas of environmental concern for the project alignment: aboveground storage tanks (ASTs) and underground storage tanks (USTs); contamination of air, surface soil, surface water, and groundwater; and solid and hazardous wastes. If obvious during site reconnaissance (no invasive measures will be used), the Level I HMA may also note other environmentally-related information outside of the ASTM standard, such as the potential presence of asbestos-containing materials and water wells.

The scope of work to complete the HMA will consist of the following primary tasks: historical characterization, regulatory agency list and file review, site reconnaissance, interviews, data analysis and report preparation. These tasks are described in more detail below.

1. Historical Characterization – We will conduct a detailed review of readily available published documents, maps, and aerial photographs which cover the project vicinity and are related to historical uses of nearby properties, and soil and groundwater conditions.
2. Regulatory Agency List and File Review - We will review regulatory lists for sites along the project alignment for pertinent environmental issues or concerns. Our review will include the U.S. Environmental Protection Agency (EPA), applicable state agencies (e.g., Department of Ecology), and a report from Environmental Data Resources, Inc. (EDR) (EDR acquires and compiles data from multiple federal and state regulatory agency database lists). We will conduct additional research with the applicable state agencies and EPA regarding sites which the databases and/or lists identify as presenting potential environmental concerns to the project.
3. Site Reconnaissance and Interviews – We will conduct a reconnaissance of properties within the project alignment to corroborate information gathered during the initial tasks and to identify any obvious visual signs of potential environmental concerns on or adjacent to the project alignment. We will interview available persons knowledgeable about the history of relevant properties. Photographs and field notes will be taken, as necessary, to document our observations and conversations.
4. Data Analysis and Report Preparation - A Level I HMA report will be prepared for the project alignment to present the information collected from the above task efforts. The gathered information will be evaluated with respect to indications of existing and historical environmental concerns on and adjacent to the project alignment. The report will also include summaries of Recognized Environmental Conditions (RECs), historical

RECs, and de minimis conditions, and will provide recommendations for additional environmental assessment, if necessary. The report will include figures showing the project alignment and environmental features of nearby properties of concern, color photographs, and other relevant information acquired during the Level I HMA activities. A draft HMA report will be submitted to the City for review and comment, prior to preparation of the final HMA report.

5. HMA Project Management and Support – We will provide project management and support for our work, including coordinating staff, invoicing, email and telephone communications with the project team, other incidental administrative services required for the project, and attendance at up to two project meetings.

Subtask 5.8 Tree Removal Permitting Process (HHPR)

It is also expected that tree removal will be necessary for the project and that, consistent with VMC 20.770.050, a Level V tree plan will be required. The tree plan will include a narrative description of the size and species of trees greater than 6 inches in diameter at breast height (DBH) to be removed and preserved within the project area. In addition, the plans will address methods for tree preservation, tree protection, and will describe a tree mitigation plan. The consultant will document all permanent impacts to trees larger than 6 inches DBH, and will prepare a narrative describing the tree replacement plan necessary to meet the City's tree density requirement and to ensure compliance with the City's street tree planting requirements.

Deliverables

- Level 5 Tree Removal Plan

Subtask 5.9 Critical Areas Technical Memorandum (HHPR)

As a component of the NEPA record and to comply with City regulations, the consultant will prepare a memorandum summarizing the critical areas in the project area. The consultant will review available information, including maps and species information from the City, Clark County, WDFW, and other agencies to determine if critical areas or habitat have been documented within the project area. In conjunction with the field review for ESA compliance, the consultant will review the project corridor to verify the existing conditions as they relate to critical areas.

Assumptions

- No wetlands or other regulated waters are present in the project area and no delineation is required.
- One round of review will occur on the critical areas memorandum from the City or WSDOT.
- Edits will be minor and will not require additional technical analysis.
- No impacts to critical areas will occur and no mitigation is required.

Deliverables

- Draft Critical Area Ordinance Report for City review (one electronic copy)

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- Final Draft Critical Area Ordinance Report for WSDOT review (one electronic copy)
- Final Critical Area Ordinance Report submitted to City and WSDOT (one electronic copy)

Subtask 5.10 National Environmental Policy Act (NEPA) Environmental Methods and Assumptions Meeting (HHPR)

Because the level of technical detail necessary to satisfy the NEPA review can vary greatly depending on the circumstances of the project and the particular WSDOT staff members assigned to it, the consultant will conduct an early kickoff meeting with WSDOT Southwest Region Local Programs staff prior to the preparation of NEPA documents. This meeting is intended to reach an understanding common to the project team and agency staff regarding review protocols and the level of detail needed to support the environmental considerations included in the environmental classification summary form (ECS) that will be prepared for the project. For this meeting, the consultant will prepare a memorandum of methods and assumptions that will document the team's expectations regarding review protocols. The memorandum will include the following:

- Affirmation of the level of technical support documentation to be provided consistent with the scope of services.
- Verification of the level of NEPA review, which is anticipated to be a Documented Categorical Exclusion (DCE).

Assumptions

- The meeting with WSDOT Local Agency staff will be held virtually.
- City and WSDOT review of the draft meeting notes will be limited to one review cycle.

Deliverables:

- Preparation for and attendance by up to three consultant planning and environmental staff at up to one, two-hour NEPA team meeting
- Draft meeting notes distributed to attendees and project team (one electronic copy)
- Final meeting notes distributed to attendees and project team (one electronic copy)

Subtask 5.11 Contingency--Environmental Justice Technical Memorandum (HHPR)

The Social & Community Impacts Decision Matrix (Appendix M of WSDOT's NEPA CE Manual) provides guidance regarding the appropriate level of Environmental Justice (EJ) analysis. If indicated by Appendix M, the consultant will prepare an Environmental Justice (EJ) Memorandum for the project following the WSDOT template.

Assumptions

- No significant impacts to EJ populations will occur as a result of the Project.
- City and WSDOT review of the draft EJ memo will be limited to one review cycle.

Deliverables:

- Draft meeting notes distributed to attendees and project team (one electronic copy)
- Final meeting notes distributed to attendees and project team (one electronic copy)

Subtask 5.12 Contingency---EPA Sole Source Aquifer Checklist

The proposed project is located within the Troutdale Aquifer System, a sole source aquifer that is regulated by the U.S. EPA under 1424(e) of the Safe Drinking Water Act of 1974 (Public Law 93-523, 42 U.S.C. 300 et seq.). A memorandum of understanding (MOU) exists between the U.S. EPA, WSDOT, and FHWA that identifies when a sole source aquifer review by the U.S. EPA is required for federal-aid projects in Washington State.

If EPA review is required, HHPR will complete a draft copy of the U.S. EPA sole source aquifer review checklist for project team review. HHPR will revise the draft checklist based on project team comments, and submit a final revised checklist to the applicable U.S. EPA Regional 10 administrator for review via e-mail. The U.S. EPA administrator has 30 days to respond to this request Assistance During Bidding (response to one list of bidder inquiries and assistance with preparation of one addendum with no drawings required)

Assumptions

- One round of project team comments on the checklist
- Application fees, if any, will be paid by the client

Deliverables

- Draft sole source aquifer checklist as an electronic file
- Final sole source aquifer checklist as an electronic file

Subtask 5.13 NEPA Documentation and Approval (HHPR)

The consultant will complete the NEPA ECS form and compile the NEPA environmental documentation in accordance with Chapter 24 of the LAG Manual and other appropriate WSDOT and/or FHWA guidance documents.

Environmental Documentation: ECS and Supporting Documentation

Compliance with NEPA will be documented by using the ECS form and supporting documentation, including technical memoranda and reports created for the project as noted below. Information regarding the type of documentation and content that is currently anticipated necessary to assess the environmental effects of the project appropriately is shown below. The following list shows the discipline areas that will be addressed through the ECS form, those that will likely require additional technical analysis and documentation, and the team member responsible for each element.

Table 1. NEPA Environmental Elements and Proposed Documentation

NEPA ECS Environmental Elements		Proposed Documentation	Responsible Team Member
1	Air Quality	Air Quality Technical Memorandum	MMA
2	Critical / Sensitive Lands	Critical Areas Report, No Effect Memorandum concurrence from WSDOT, or BA if triggered, & ECS Form (for vegetation and non-listed species)	HHPR
3	Cultural Resources / Historic Structures	Archaeology/Cultural Resource Report & Dept of Archaeological & Historic Preservation Concurrence Letter	AINW
4	Floodplains and Floodways	ECS form	HHPR
5	Hazardous and Problem Waste	Hazardous Materials Technical Memorandum	Columbia West
6	Noise	Noise Technical Memorandum	MMA
7	Parks, Recreation Areas, Wildlife Refuges, Section 4(f)/6(f), etc.	Social and Land Use Discipline Report / Archaeology/Cultural Resource Report	HHPR / AINW
8	Agricultural Lands	ECS Form	HHPR
9	Rivers, Streams, or Tidal Waters	Water Quality/Stormwater Technical Memorandum; Critical Areas Report	HHPR
10	Tribal Lands	ECS Form	HHPR / AINW
11	Water Quality / Stormwater	Water Quality/Stormwater Technical Memo	HHPR
12	Environmental Commitments	ECS Form	HHPR
13	Environmental Justice	ECS Form & the Social & Community Impacts Decision Matrix; EJ Memorandum if triggered	HHPR
14	Sole Source Aquifer	ECS Form or Sole source aquifer checklist	HHPR

As noted in the table above, FHWA-funded projects require the local agency to prepare and compile a list of environmental commitments required of the project. As a consequence, the consultant will compile and provide the City with a matrix of environmental commitments made through the permitting of the project. One draft copy of this matrix will be provided for City review and comment. Upon receipt of comments from the City, a final commitment matrix will be provided. Subsequent updates of this matrix after its final delivery will be the responsibility of the City.

Assumptions

- NEPA documentation is assumed to be a DCE, and the preparation of an environmental assessment (EA) or environmental impact statement (EIS) is not included in this scope of work.
- Document preparation will begin upon the selection of a preferred alternative.

- The project will be processed by WSDOT as a DCE.
- One round of City revisions and WSDOT comments on the ECS will occur. These will require minor edits and will not require additional technical analysis.
- After final delivery of the commitment register, the City will be responsible for managing and maintaining the commitment register, including any subsequent permit updates and will be responsible for providing the register to FHWA if requested.

Deliverables

- Draft ECS form
- Final ECS form
- Draft matrix of permit commitments
- Final matrix of permit commitments

Subtask 5.14 SEPA Documentation and Approval

The consultant will complete a SEPA checklist in accordance with SEPA (RCW 43.21C) and SEPA Rules (WAC 197-11). It is anticipated that the SEPA checklist will refer to the technical reports created for the NEPA DCE review and no new technical analysis will be conducted specific to the SEPA review. It is anticipated that the City will be SEPA lead agency and that the agency determination will be a Determination of Non-Significance (DNS).

Assumptions

- Documents created to fulfill NEPA requirements will be used for reference to complete the SEPA checklist and no additional studies will be conducted by the consultant.
- One round of City review; City revisions and comments on the SEPA checklist will be minor and do not require additional technical analysis.
- The SEPA threshold determination is anticipated to be a DNS. A SEPA EIS is not required.
- The City will be the lead agency and will prepare the SEPA threshold determination.

Deliverables

- Draft SEPA Checklist
- Final SEPA Checklist

Task 5 Deliverables

- National Pollutant Discharge Elimination System (NPDES) Permit Application

TASK 6: PUBLIC INVOLVEMENT AND AGENCY COORDINATION (PN)

Working in close coordination with the City of Vancouver, the consultant will develop an outreach program that is tailored to address specific communication protocols with three “tiered” stakeholder groups.

Tier 1 stakeholders are the stakeholders who are most likely to be directly affected by the project design and/or have the highest likelihood to influence the ultimate design of the project. This stakeholder group could include property owners along NE 192nd Avenue, the City of Camas, Clark County, commercial and industrial developers to the east (Section 30, Lacamas Square, Clark County Parks, etc.), Clark Public Utilities and Bonneville Power Administration, the City of Vancouver Departments, Evergreen Public Schools, emergency service providers/first responders, C-Tran, and others. Because these stakeholders are likely to have significant firsthand knowledge of critical design and project constraints, they should be our most involved stakeholders. Direct interaction with these stakeholders through stakeholder interviews and through the formation of a project “sounding board group” is proposed.

Tier 2 stakeholders would include business owners and residents along NE 192nd Avenue, neighborhood association members and representatives, and any other identified persons who could be indirectly affected by the project. These stakeholders would be reached through neighborhood association meeting briefings, open houses and print/online communication, project website, and social media. Tier 2 stakeholders may include Limited English Proficiency (LEP) and minority or low-income community members who qualify as a protected population under Executive Order 12898, the federal environmental justice requirements. Specific actions will be taken in the outreach program to ensure effective engagement to address environmental justice.

Tier 3 stakeholders would include nearby residents, freight haulers, environmental interests and advocacy groups, emergency service providers/first responders, and the general public [news media included]. Tier 3 stakeholders would be reached through news releases, print/online communication, social media, and the project website. Some tier 3 stakeholders could also qualify as a protected population under environmental justice and the outreach program will ensure that engagement to address Tier 3 stakeholders also addresses environmental justice requirements.

Public involvement services listed in this scope of work cover services anticipated through project design and do not include construction coordination services. Such services can be provided upon request in a future scope of work.

In addition to the public engagement efforts conducted by the consultant as identified in this scope of work, it is anticipated that the City will prepare for and attend neighborhood association meetings throughout the course of the project. The purpose of these meetings will be to provide status updates to the neighborhood association(s) that fall within the boundaries of the project including the Bennington Neighborhood Association. These neighborhood associations meet with varying frequency and at different periods throughout the year.

Subtask 6.1 Contract Administration, Invoicing, Scheduling and Progress Reporting

- The Consultant shall prepare and submit monthly invoices accompanied by brief project progress reports. Each invoice will include: date period covered by invoice, number of hours worked during the billing period with billing rates shown; expenses and associated

mark-ups; total cost for labor and expenses for the billing period; subconsultants fees including markups for the billing period; and a total amount summarizing labor, expenses, and fees.

- The Consultant shall maintain all contract-required documentation. Provide copies of project files and records to the CITY for audits and public information requests. All final documents shall be provided in electronic format as requested.

Project Scheduling

- The Consultant shall prepare and submit an activities list for Public Involvement related activities/key deliverables and schedule. The schedule shall show key communications and public involvement milestones that support the all-up project.
- The Consultant shall prepare and maintain the public involvement items on the project schedule. The schedule shall identify CONSULTANT tasks and items provided by the CITY. The schedule shall be updated every month or as circumstances require or as requested by the CITY.

Assumptions

- Assumes initial public involvement schedule development and monthly/as needed updates throughout the project

Deliverables

- Monthly invoices
- Monthly progress reports
- Project documentation
- Public involvement input on project design schedule & schedule updates

Subtask 6.2 Discovery, Project Management & Meetings

This item includes the coordination and meetings necessary to successfully complete the project.

1. Attend all-up project kickoff meeting with City Staff
 2. Attend bi-weekly internal consultant team meetings and project coordination
 3. Participate in monthly project coordination meeting with City staff (assumed 24 months total)
 4. Attend meetings with Consultant team and City staff after the review of the 30%, 60%, 90%, and Final plan submittals
 5. Meetings shall be held virtually by default
- The Consultant shall input relevant public involvement items for meeting agendas. This includes a Project kick-off meeting, monthly progress meetings, review meetings and coordination meetings.

Project Coordination

- The Consultant shall participate in Project meetings with key Project team members, as well as representatives from the City of Vancouver and other agencies as needed. These meetings shall have specific agendas addressing and resolving Project issues as they are encountered.

- The Consultant shall coordinate Consultant tasks and activities with the City. This shall include using monthly meetings to plan and coordinate upcoming activities.
- The Consultant shall coordinate with property owners adjacent to the Project who will be affected by the roadway design. Prior approval from the City's Project Manager will be required before any contact with neighborhood associations or private property owners occurs.

Prior to the 90% design stage, the City will assess the remaining project budget and funding status to determine a timeline for proceeding with the 90% design, 100% design/construction documents, and the construction phase of the project. Currently the project is not funded for right of way acquisition or construction.

Assumptions

- Assumes monthly City and consultant team meetings + prep material and comms
- Assumes bi-weekly consultants-only team meetings + prep material and comms
- Assumes participation and prep for one project kickoff meeting

Deliverables

- Public involvement input on meeting agendas
- Project documentation

Subtask 6. 3 Public Involvement Plan and Outreach Management

Upon issuance of a notice to proceed, the consultant will meet with the City Public Works Communications to discuss the public involvement needs of the project and discuss the program and deliverables for public involvement throughout the project. Following this meeting, the consultant will develop a public involvement plan (PIP) that includes the following elements.

- Public involvement goals (i.e., education on the project and environmental process, effective stakeholder engagement), and public involvement schedule
- Target audiences and the suggested composition of the Tier 1, Tier 2, and Tier 3 stakeholder groups.
- An outline of the goals and timing of stakeholder interviews, sounding board group meetings, and public open house meetings
- Identify communication tools (newsletters, posters, interactive website, presentations, and media release content), including approaches to solicit input of those traditionally underserved by transportation (environmental justice and Title VI populations)
- The procedures for acknowledging, considering, and responding to public comments, social media content and management throughout the project
- To develop the necessary background information to complete the PIP, the consultant will
 - Create an aerial map of the project area with property ownership and businesses labeled on the map.
 - Gather demographic data from the 2020 Census to identify the general locations of minority and low- income populations within the study area. The 2020 Census data and local school districts data will also be reviewed to determine if populations in the study area will require special accommodations in compliance

with the LEP Act. This data is also needed for the environmental justice project task and will be used in the preparation of National Environmental Policy Act (NEPA) documentation for the project.

Assumptions

- City Public Works Communications will respond to all media inquiries and serve as the public information officer for this project
- City will provide any additional available information regarding minority and low-income communities, and any known stakeholders from these communities that should be engaged in the outreach process
- City Public Works Communications will implement and manage the social media strategy discussed in the PIP
- Consultant will have two public involvement staff at project meetings identified for this task
- Coordination meetings will be held at the City or consultant offices
- Public involvement services extend only through project design and do not include construction coordination services
- One round of City review of the draft PIP.

Deliverables

- One two-hour public involvement kickoff meeting with the City
- Up to 16 one-hour public involvement coordination meetings with the City throughout the project
- Minority and low-income population maps
- Property and business ownership aerial map
- Draft PIP
- Final PIP

Subtask 6.4 Stakeholder Interviews (Tier 1 Stakeholder Engagement)

One of the first steps taken by the consultant upon completion of the PIP will be to conduct one-on-one interviews with selected Tier 1 stakeholders. From these interviews, the consultant can better understand their expectations and/or concerns about the project and can gather important information regarding existing conditions and constraints that will affect the project. For this task, the consultant will coordinate with the City to determine the stakeholders to be interviewed. The City will take the lead on sending a letter to these stakeholders introducing them to the project and notifying them of the City's desire to interview them. The consultant will take the lead in scheduling, preparing for, and facilitating the stakeholder interviews.

To prepare for these interviews, the consultant will issue a draft list of questions to ask the stakeholders for City review. Upon receipt of comments from the City, the consultant will create a final list of questions to be asked of the stakeholders. Upon completion of these interviews, the consultant will create a summary report of stakeholder comments, findings, and key observations. The consultant will provide one draft copy of this report to the City for review.

Upon receipt of City comments, the consultant will create a final report and provide it to the project team members and to the City's project staff.

Assumptions

- City will prepare and send introduction letter to stakeholders
- Up to 15 stakeholders will be interviewed
- Up to two consultants to participate in each stakeholder interview
- Stakeholder interviews may be conducted virtually
- The City will develop and provide a list of contact information for the stakeholders
- One round of City review of the stakeholder questions and draft summary report
Consultant will schedule and conduct all interviews
- If available, City will facilitate use of a City venue for the stakeholder interviews
Venue fees, if necessary for the interviews, will be paid by the City

Deliverables

- Coordination with City to determine stakeholder interview list
- Draft list of interview questions
- Final list of interview questions
- Preparation, facilitation, and attendance of two consultant public involvement specialists at up to 15 one-hour stakeholder interviews
- Draft summary report of stakeholder findings and key observations
- Final summary report of stakeholder findings and key observations

Subtask 6.5 Sounding Board Group Meetings (Tier 1 Stakeholder Engagement)

In order to actively engage the Tier 1 stakeholders in development of a preferred project design, selected members of Tier 1 will be organized into a project sounding board group that will advise the City and consultant on the development of design concepts and on the ultimate selection of a preferred design. It is anticipated that this sounding board group will meet three times over the course of the project. The first meeting will be a design charrette in which the consultant will present preliminary findings regarding critical existing conditions and design constraints and will work interactively with the sounding board group to prepare rough design concepts for the corridor and critical intersections. Using the information gathered from this meeting and the preliminary design concepts, the consultant will prepare a refinement of the design alternatives for further review and consideration.

After the design charrette, the preliminary plan concepts will be refined given known engineering, environmental, and other practical constraints and presented to the sounding board group as a range of alternatives at a second meeting. It is anticipated that this meeting will be held immediately before the first public open house and is intended to solicit direct feedback and input from the sounding board group on design preferences.

The final sounding board group meeting will be for the purpose of reviewing, commenting on, and endorsing a preferred design alternative. This meeting will be held immediately before the second public open house.

Following each of these meetings, the consultant will prepare a summary of the sounding board group discussion and comments received. One draft of these meeting summaries will be provided to the City for review. Upon receipt of comments from the City, the consultant will revise and issue final meeting summaries to the City.

Assumptions

- City will coordinate the time and location of the sounding board group meetings, including preparing and sending meeting invites to the sounding board group.
- City will arrange and provide a venue for sounding board group meetings. Venue fees, if any, and meeting refreshments will be provided by the City.
- Second and third sounding board group meetings will be held in the same venue as Open Houses 1 and 2 and will occur immediately prior to these open houses.
- One round of City review of meeting summaries.
- City will recruit and set up, maintain and manage the sounding board group roster and will be responsible for all communications with the group, including notifying and inviting the sounding board group to all meetings.
- Translation and interpreter services will not be provided for the sounding board group meetings.

Deliverables

- Preparation for and attendance of a senior planner, public involvement specialist, and landscape architect at the design charrette.
- Preparation for and attendance of a senior planner and public involvement specialist at second and third sounding board group meetings
- Draft meeting summaries
- Final meeting summaries

Subtask 6.6 Communications and Media Relations (Tier 1-3 Stakeholder Engagement)

In order to engage Tier 2 and Tier 3 stakeholders, and to enhance project engagement with Tier 1 stakeholders, an effective communications program must be employed. As a part of this communication program, the consultant will work with the City to write, design, and distribute up to three postcard mailers during the project design process. These mailers will include contact information for LEP community members in up to two alternative languages.

The consultant will also prepare three press releases for release by the City at strategic points in the plan development process.

Assumptions

- The consultant will provide a print-ready digital file of the mailers to the City, who will handle printing and distribution.
- The City will accept and respond to all media requests.
- Consultant will prepare posters in English and in Spanish. English posters will include alternative language contact information at the bottom in up to two additional languages.
- One round of City review of open house posters and press releases. All communications to be approved by City Public Works Communications.

Deliverables

- Up to three project information postcard mailers
- Up to 3 draft open house announcement posters in English and Spanish, including translation service contact information
- Up to 3 final open house announcement posters in English and Spanish, including translation service contact information (up to 15 posters)
- 3 press releases

Subtask 6.7 Project Website (Tier 1-3 Stakeholder Engagement)

Through the development of the PIP in Task 1, the consultant will provide suggestions on the format and content of a project website that will be prepared, maintained, and managed by the City. The consultant will provide initial text on the project purpose and goals to initiate the website and will provide up to four text updates throughout the project to the City. The consultant will provide graphic materials prepared under other tasks for linking to the project home page and for dissemination via social media. The website will include a mailing list signup to request to receive future project mailers. The website will also contain links to the materials presented at each open house, so visitors to the site can virtually tour the open house materials.

Assumptions

- City will create, maintain, and manage the website
- City will host the project website with its own web-hosting capabilities

Deliverables

- Up to 40 hours of consultant graphic designer time to provide and format graphic deliverables prepared under other tasks to the City for incorporation and uploading to the project website
- Initial text content for project homepage and four subsequent text updates

Subtask 6.8 Open Houses 1-3 (Tier 1-3 Engagement)

Open House 1 & 2

The consultant will support the City in the planning, preparation, and facilitation of two preliminary public open houses for the project. The focus of these open houses will be as follows:

- Open House 1 – will be held after the sounding board group has conducted a design charrette and after preliminary design concepts have been developed for the project.

These design concepts will be prepared and brought to the public for input and feedback. This meeting will occur immediately after the second sounding board group meeting.

- Open House 2 – will be held after the consultant has developed a preferred design concept. The primary purpose of this meeting will be to gather feedback and input into community questions or concerns regarding the preferred design concept.

For these open houses, the consultant will develop a public meeting plan that identifies process, format, necessary displays, staffing for the meeting, advertising/public notice needs, and preparation schedule. The consultant will prepare materials for the open house, including exhibits (up to three total), comment forms/questionnaires, sign-in sheets, staff name tags, and meeting signage. The comment form will solicit comments from the meeting attendees. The consultant will prepare a summary of each meeting, including tabulation of the written comments received and will provide this to the City.

In addition, the consultant will prepare posters to announce each of the public open houses. These posters will be posted at places where people gather in the project vicinity, such as convenience marts, grocery stores, churches, and other areas. These posters will be prepared in English and Spanish, with up to two alternative language contacts provided on the English poster alerting LEP individuals of a contact number for further project information.

Assumptions

- The Consultant will identify and secure an appropriate venue (location) for the open houses. Venue fees, if any, will be paid by the City. Venue locations will be approved by City Public Works Communications.
- The City will provide key staff to attend the open houses.
- Alternative language contact number(s) for inclusion in promotional material to be provided by the City.
- Open houses will be advertised through the posters and project mailers, social media and through display advertising in the local newspaper.
-
- Catering coordination and costs to be covered by the City.
- One round of City review of the public meeting plan, meeting materials, and meeting notes.
- The City will be responsible for placement/distribution costs of advertisements in the local newspaper.

Deliverables

- Preparation of a public meeting plan
- Event promotional material for two public open house events
- Set-up, staffing, and facilitation of two public open house events
- Meeting notes
- Meeting materials: sign-in sheets and comment forms (one electronic copy plus hard copies for the meeting)

- One summary of written comments received from the three open houses
- Maximum of three 2- by 3-foot presentation boards

Open House 3

After completion of the final construction design, the Consultant will conduct a final open house. The purpose of the meeting will be to present the proposed design, answer questions about the design, environmental impacts, any proposed mitigation, and any other issues of interest to the community.

The consultant will prepare materials for the open house, including exhibits (up to three total), comment forms/questionnaires, sign-in sheets, staff name tags, and meeting signage. The comment form will solicit comments from the meeting attendees. The consultant will prepare a summary of the meeting, including tabulation of the written comments received and will provide this to the City.

In addition, the consultant will prepare a poster to announce the third public open house event that will be held for the project. These poster will be posted at places where people gather in the project vicinity, such as convenience marts, grocery stores, churches, and other areas. The poster will be prepared in English and Spanish, with up to two alternative language contacts provided on the English poster alerting LEP individuals of a contact number for further project information.

Assumptions

- The Consultant will identify and secure an appropriate venue (location) for the open house. Venue fees, if any, will be paid by the City. Venue locations will be approved by City Public Works Communications.
- The City will provide key staff to attend the open house meeting.
- Alternative language contact number(s) for inclusion in promotional material to be provided by the City.
- Open house will be advertised through the posters and project mailers, social media and through display advertising in the local newspaper.
-

Catering coordination and costs to be covered by the City.

- One round of City review of the meeting notes.
- No new presentation boards will be prepared for this meeting.
- The City will be responsible for placement/distribution costs of advertisements in the local newspaper.

Deliverables

- Set-up, staffing, and facilitation of one public open house meeting; Meeting notes
- Meeting materials: sign-in sheets and comment forms (one electronic copy plus hard copies for the meeting)
- One summary of written comments received from the open house

Subtask 6.9 City of Vancouver Title VI Plan

The Consultant shall compile a memorandum demonstrating compliance with the City of Vancouver Title VI Plan. The contents shall include:

- checking demographic data Citywide and project specific
- reporting results from demographic research
- recommend when and what to translate (mailers, web page, ROW documents, door hangers, etc.)
- recommend types of meetings (virtual, open house, one v. one, roundtables) as well as recommend meeting locations for each project
- recommend outreach media types (web, app, social, printed, phone, signage in neighborhoods)
- when to advertise in minority publications
- recommend stipend and/or bus passes criteria
- what data to collect, how to collect data, and when (for example open houses, , , face to face meetings)

TASK 7: DESIGN ENGINEERING SERVICES DURING CONSTRUCTION

The Consultant, during the construction of the Project, shall provide limited bidding and engineering services. The anticipated construction engineering services are described as follows: (Note this Project does not have construction funding at this time, therefore, task 7 services will be scoped but may not be used due to funding constraints).

Pre Bid Opening Responsibilities: The Consultant shall respond to questions from prospective bidders and city staff before bid opening in reference to the bid package.

Preconstruction Conference: The City will provide notification of the preconstruction conference, provide location for the meeting, lead the preconstruction conference and prepare meeting minutes. The Consultant shall attend and participate in the preconstruction conference.

Construction Contract Administration: The Consultant shall provide limited administration of the contract during construction of the Project that may include:

1. Assisting the City by acting as a liaison with the contractor, design team, appropriate agencies, property owners and utility franchises.
2. Participating in Project meetings. Assume (6) meetings.
3. Responding to Requests for Information (RFIs), plan interpretation and/or changes.
4. Assisting the City in the preparation, negotiation and settlement of change orders.

Review Submittals: The Consultant shall review submittals that may include shop drawings, samples, traffic control plans, test reports and other data submitted by the Contractor for compliance with the information required by the contract documents.

Monitor Permit Requirements: The Consultant shall monitor permitting issues during construction, which are impacted by the evolving situation with the new listings of threatened and endangered species and designated critical habitat within the Project area. The BA prepared for the Project includes evaluations of both proposed critical habitat and candidate species. These listing and designation issues may be resolved creating changes in Project effects. In addition, over the course of the construction it is necessary to ensure that no new proposed listings have occurred for species within the Project area. This includes monitoring and identifying permitting changes during construction and does not cover the potential permitting needs associated with modification of design implementation through changes in impact areas or construction timing.

Subtask 7.1 Construction Services (HHPR)

Subtask 7.2 Construction Services (GTE)

Deliverables

- Answer pre-bid questions
- Attend preconstruction conference
- Provide limited construction contract administration
- Review construction contract submittals
- Monitor permit requirements
- Electronic responses to bidder inquiries, submittals and RFI's
- Electronic site visit report memoranda

CITY DELIVERABLES TO THE CONSULTANT

Sample Projects: The City will provide copies of sample City Projects, environmental documentation, and design guidelines. The City will also provide electronic files of title blocks, ortho and aerial drawings and standard details for streets, traffic signal, street lighting and other available details.

Project Coordination: The City will assist the Consultant in managing relationships with other jurisdictions involved in the Project, adjacent property owners and the public. The City will provide staff to meet and discuss the Project with the Consultant as needed. The City will provide written comments pertaining to the design submittals.

Survey Work and Preliminary plans

Right-of-Way (ROW)

- The Consultant will prepare ROW plans, legal descriptions and exhibits.
- The City will acquire all ROW and easements necessary for the construction of the Project.

Scope 40-23 192nd Ave Corridor Improvements Project

Right of Entry Permits: The City will obtain the right of access to private properties for all Project developments. The Consultant shall coordinate access.

Pavement Design: The City will select the pavement type and structural sections based on the pavement recommendation provided by the Consultant.

Utility List: The City will provide the Consultant with a list of local contacts for utilities within the Project limits. Design and plan preparation for the addition or relocation of utilities within the Project limits will be done by others.

Water and Sewer Design: The City will provide the type and size of material to be included in the plans. The Consultant will design a water and sewer system for the project and develop the needed plan sheets to be included in plans. The Consultant shall coordinate the inclusion of final plans, specifications and estimates for water and sewer in the overall Project document.

Street Light and Traffic Signal Requirements: The City will provide the illumination type, the minimum illumination levels and uniformity ratios to be used in the Project design. The City will also provide traffic signal design concepts, standards and policies, including traffic interconnect schemes as needed.

Travel Demand Forecast Modeling

City to coordinate RTC model runs or development of TIA.

City Deliverables

- Sample projects
- Project Coordination
- Right of Entry Permits (if needed)
- Pavement type and structural sections selection
- Utility List
- Water and Sewer Design
- Street light and Traffic Signal Requirements

Approximate Timeline

Notice to Proceed	April 2024
Submit 30% Design:	January 2025
Submit 60% Design:	July 2025
Submit 90% Design:	2027 (Pending Funding)
Submit Final Design:	2028 (Pending Funding)
Bid Opening:	Pending Funding
Begin Construction:	Pending Funding
Complete Construction:	Pending Funding

Exhibit B

DBE Participation Plan

DBE Goal = 17%.

Maximum Contract Amount \$2,068,275.33

The State of Washington, Department of Transportation (WSDOT) Disadvantaged Business Enterprise (DBE) and Training program applied the criteria and established a seventeen percent (17%) mandatory DBE goal for consultants on this project.

Harper Houf Peterson Righellis Inc., as the prime consultant will provide the services as outlined within the Professional Services Agreement.

Three DBE firms will support this work and include the following:

DBE Subconsultants:	Amount	% of Total
Global Transportation Engineering (GTE) Traffic analysis and design	\$259,201.88	12.5%
Point North (PN) Public outreach	\$353,013.84	17.1%
Michael Minor & Associates (MMA) Noise and air quality analysis	\$23,246.84	1.1%
Total	\$635,462.56	30.7%

Harper Houf Peterson Righellis Inc., will utilize these firms to meet or exceed the DBE goal of 17% for this project.

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

TBD

B. Roadway Design Files

TBD

C. Computer Aided Drafting Files

TBD

D. Specify the Agency's Right to Review Product with the Consultant
TBD

E. Specify the Electronic Deliverables to Be Provided to the Agency
TBD

F. Specify What Agency Furnished Services and Information Is to Be Provided
TBD

II. Any Other Electronic Files to Be Provided
TBD

III. Methods to Electronically Exchange Data
TBD

A. Agency Software Suite
Microsoft, Workday

B. Electronic Messaging System
Microsoft Outlook

C. File Transfers Format
TBD

Exhibit D
Prime Consultant Cost Computations

Per the attached fee schedule and by reference hereto made a part of this agreement. Also attached is Exhibit A, breakdown of charges for Primary and Sub-consultant, by reference hereto made a part of this agreement.



**Washington State
Department of Transportation**

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

August 3, 2023

Harper Houf Peterson Righellis, Inc.
205 SE Spokane Street, Suite 200
Portland, OR 97202

Subject: Acceptance FYE 2022 ICR – CPA Report

Dear Ken Baldwin:


We have accepted your firms FYE 2022 Indirect Cost Rate (ICR) of 159.02% of direct labor (rate includes 0.41% Facilities Capital Cost of Money) based on the “Independent CPA Report,” prepared by Moss Adams. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email consultantrates@wsdot.wa.gov.

Regards;


[Schatzie Harvey \(Aug 4, 2023 06:21 PDT\)](#)
SCHATZIE HARVEY, CPA
Contract Services Manager

SH:BJO

Actuals Not To Exceed Table (ANTE)

WSDOT Agreement: Harper Houf Peterson Righellis, Inc. 1220 Main Street, Suite 150 Vancouver, WA 98660				
Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NTE	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
		159.02%	30.00%	
Project Manager	\$80.67	\$128.28	\$24.20	\$233.15
QA/QC Manager	\$77.89	\$123.86	\$23.37	\$225.12
Project Engineer	\$60.76	\$96.62	\$18.23	\$175.61
Civil Engineer	\$46.75	\$74.35	\$14.03	\$135.13
Civil Designer	\$40.04	\$63.67	\$12.01	\$115.72
Senior Civil Designer	\$47.10	\$74.90	\$14.13	\$136.13
CAD Technician	\$36.38	\$57.85	\$10.91	\$105.15
Structural Manager	\$60.34	\$95.95	\$18.10	\$174.39
Structural Engineer	\$53.69	\$85.37	\$16.11	\$155.16
Structural Designer	\$35.06	\$55.75	\$10.52	\$101.32
BIM Specialist	\$37.40	\$59.47	\$11.22	\$108.08
Senior Scientist	\$50.48	\$80.27	\$15.14	\$145.90
Scientist	\$42.42	\$67.46	\$12.73	\$122.60
Natural Resources Technician	\$33.05	\$52.56	\$9.92	\$95.52
Construction Manager	\$60.10	\$95.57	\$18.03	\$173.70
Landscape Architect	\$40.87	\$64.99	\$12.26	\$118.12
Landscape Designer	\$36.38	\$57.85	\$10.91	\$105.15
Senior Planner	\$60.10	\$95.57	\$18.03	\$173.70
Planner	\$49.27	\$78.35	\$14.78	\$142.40
Assistant Planner	\$34.13	\$54.27	\$10.24	\$98.64
Inspector	\$43.61	\$69.34	\$13.08	\$126.03
Survey Operations Manager	\$57.50	\$91.44	\$17.25	\$166.19
Project Surveyor	\$54.07	\$85.98	\$16.22	\$156.27
Survey Technician	\$43.14	\$68.60	\$12.94	\$124.68
Survey Crew (Crew Chief)	\$34.22	\$54.42	\$10.27	\$98.90
Survey Crew (Instrument Person)	\$32.53	\$51.72	\$9.76	\$94.01
Senior Clerical	\$48.86	\$77.70	\$14.66	\$141.22
Project Coordinator	\$39.42	\$62.69	\$11.83	\$113.94
Clerical	\$30.17	\$47.98	\$9.05	\$87.21

Exhibit E

Sub-consultant Cost Computations

Sub-consultant participation listed in Exhibit A, breakdown of charges, under Exhibit D above. Sub-consultant rates as followed. The CONSULTANT shall not sub-contract for any additional work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI “Sub-Contracting” of this AGREEMENT.



**Washington State
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Development Division
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PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

October 11, 2023

Columbia West Engineering, Inc.
11917 NE 95th Street
Vancouver, WA 98682

Subject: Acceptance FYE 2022 ICR - Risk Assessment Review - Local Agency

Dear Jeff Maruca:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2022 ICR of 111.25%. This rate will be applicable for Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email consultantrates@wsdot.wa.gov.

Regards,

Schatzie Harvey

[Schatzie Harvey \(Oct 11, 2023 10:28 PDT\)](#)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:BJO

Actuals Not To Exceed Table (ANTE)

WSDOT Agreement:
 Company's Name: Columbia West Engineering, Inc.
 Address: 11917 NE 95th Street
 Vancouver, WA 98682

Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NTE	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
		111.25%	21.12%	
Principal Engineer	\$84.13	\$93.59	\$17.77	\$195.50
Project Engineer/Geologist	\$66.83	\$74.35	\$14.12	\$155.29
Project Manager	\$52.40	\$58.30	\$11.07	\$121.76
Staff Engineer/Geologist	\$42.31	\$47.07	\$8.94	\$98.32
Environmental Engineer	\$50.50	\$56.18	\$10.67	\$117.35
Engineering Technician	\$37.00	\$41.16	\$7.82	\$85.98
Special Inspector (RC, SM, PA)	\$42.00	\$46.73	\$8.87	\$97.60
Special Inspector (SW, SB, FP)	\$47.50	\$52.84	\$10.03	\$110.38
Laboratory Manager	\$60.10	\$66.86	\$12.69	\$139.66
Laboratory Technician	\$31.00	\$34.49	\$6.55	\$72.04
Administrative Assistant	\$30.00	\$33.38	\$6.34	\$69.71



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Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

August 29, 2023

Global Transportation Engineering Corporation
227 SW Pine St, Ste 220
Portland, OR 97204-2700

Subject: Acceptance FYE 2022 ICR – Audit Office Review

Dear Schuyler P. Robertson:

Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE 2022 Indirect Cost Rate (ICR) of 88.79% of direct labor. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email consultantrates@wsdot.wa.gov.

Regards,

Schatzie Harvey

[Schatzie Harvey \(Aug 30, 2023 12:25 PDT\)](#)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:leg

Actuals Not To Exceed Table (ANTE)

WSDOT Agreement: Global Transportaton Engineering 227 SW Pine St, Suite 220 Portland, OR 97204				
Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NT	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
		88.79%	30.00%	
Principa/Project Manager 3	\$ 58.54	\$51.98	\$17.56	\$128.08
Sr. Project Engineer 3	\$ 58.54	\$51.98	\$17.56	\$128.08
Sr Engineering Assoc 4	\$ 50.61	\$44.94	\$15.18	\$110.74
Engineering Associate 1	\$ 37.26	\$33.08	\$11.18	\$81.52
Engineering Associate 2	\$ 35.24	\$31.29	\$10.57	\$77.10
Tech XIV	\$ 29.72	\$26.39	\$8.92	\$65.02
Admin	\$ 45.22	\$40.15	\$13.57	\$98.94



June 26, 2023

PointNorth Consulting, Inc.
19215 SE 34th St, Ste 106-353
Camas, WA 98607-8829

Subject: Acceptance FYE 2022 ICR – CPA Report

Dear Lisa Keohokalole Schauer:

We have accepted your firms FYE 2022 Indirect Cost Rate (ICR) of 114.43% of direct labor (rate includes 0.37% Facilities Capital Cost of Money) based on the “Independent CPA Report,” prepared by Aldrich CPAs & Advisors, LLP. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email consultantrates@wsdot.wa.gov.

Regards;

Schatzie Harvey

[Schatzie Harvey \(Jun 27, 2023 06:58 PDT\)](#)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:BJO

Actuals Not To Exceed Table (ANTE)

WSDOT Agreement: Point North Consulting, Inc. 1251 Officers Row Vancouver, WA 98661				
Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NTE	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
		114.43%	30.00%	
Project Coordinator	\$39.45	\$45.14	\$11.84	\$96.43
Multimedia Designer	\$41.58	\$47.58	\$12.47	\$101.63
Accounting Manager	\$42.12	\$48.20	\$12.64	\$102.95
Communications Manager	\$55.08	\$63.03	\$16.52	\$134.63
Creative Director	\$77.73	\$88.95	\$23.32	\$190.00
Director of Community Engagement	\$77.73	\$88.95	\$23.32	\$190.00
Principal	\$117.01	\$133.89	\$35.10	\$286.00



**Washington State
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Olympia, WA 98504-7408
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Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

July 20, 2023

Michael Minor & Associates, Inc.
4923 SE 36th Ave
Portland, OR 97202

Subject: Acceptance FYE 2022 ICR – Risk Assessment Review

Dear Michael Minor:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2022 ICR of 116.47%. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email consultantrates@wsdot.wa.gov.

Regards;

Schatzie Harvey

[Schatzie Harvey \(Jul 20, 2023 09:34 PDT\)](#)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:BJO



Actuals Not To Exceed Table (ANTE)

[illegible]



**Washington State
Department of Transportation**

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Turnwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

June 30, 2023

Archaeological Investigations Northwest, Inc.
3510 NE 122nd Avenue
Portland, OR 97230

Subject: Acceptance FYE 2022 ICR – Risk Assessment Review

Dear Jo Reese:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2022 ICR of 167.36% of direct labor based on our risk assessment process. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 704-6397 or via email consultantrates@wsdot.wa.gov.

Regards;

Schatzie Harvey

Schatzie Harvey (Jul 3, 2023 06:30 PDT)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:HK

Archaeological Investigations Northwest, Inc.

3510 NE 122nd Avenue

Portland, OR 97230

Consultant Fee Determination - Summary Sheet

For Period: July 1, 2023 - June 30, 2024

WSDOT Labor Classification Title	AINW's Labor Classifications	Direct Labor	Overhead	Fixed Fee	All Inclusive Hourly	
		Hourly Rates Max.	167.36% Max.	30.0% Max.	Billing Rate 2023	Max.
Director	Officer/Senior Archaeologist	\$ 79.00	\$ 132.21	\$ 23.70		\$ 234.91
Environmental Planner 5	APM/PM/Senior Archaeologist	\$ 65.00	\$ 108.78	\$ 19.50		\$ 193.28
Senior Graphic Designer	GIS - Graphics Senior Level Staff	\$ 58.00	\$ 97.07	\$ 17.40		\$ 172.47
Deputy	PM/Senior Architectural Historian	\$ 57.00	\$ 95.40	\$ 17.10		\$ 169.50
Environmental Planner 2	Supervising Archaeologist	\$ 42.00	\$ 70.29	\$ 12.60		\$ 124.89
Administrative Assistant 5	Project Admin/Project Assistant/Research	\$ 42.00	\$ 70.29	\$ 12.60		\$ 124.89
Environmental Specialist 5	Architectural Historian	\$ 36.00	\$ 60.25	\$ 10.80		\$ 107.05
Environmental Specialist 3	Staff Archaeologist	\$ 32.50	\$ 54.39	\$ 9.75		\$ 96.64
Transportation Planning Tech 1	Archaeological Assistant	\$ 27.00	\$ 45.19	\$ 8.10		\$ 80.29

12/5/2023

Note:

1. All travel will be billed per WSDOT Travel Regulations. Mileage is at federal rate.
2. All direct reimbursables will be at cost with no mark-ups.
3. Invoiced labor rates cannot exceed the NTE rate per job classification.
4. The table above may include minor rounding errors.

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, *(Federal Highway Administration)*, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
[Include Washington State Department of Transportation specific program requirements.]
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Washington State Department of Transportation specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *(Federal Highway Administration)* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *(Federal Highway Administration)*, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *(Federal Highway Administration)* may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the *(Federal Highway Administration)* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Exhibit G

Certification Document

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of _____
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of

whose address is

and that neither the above firm nor I have

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the _____

and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of _____

I hereby certify that I am the:

☐ Agency Official

☐ Other

of the _____, and _____

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; o
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the _____

and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

Exhibit G-2 Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal 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 (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. 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 this certification; an
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of 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 Federal 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, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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 imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the require certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-4 Certification of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of _____* are accurate, complete, and current as of _____**.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: _____

Signature

Title

Date of Execution _____***.

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$ _____.

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ _____.

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$ _____.

- Include all costs, fee increase, premiums.
 - This cost shall not be billed against an FHWA funded project.
 - For final contracts, include this exhibit
-

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant has alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include all decisions and descriptions of work, photographs, records of labor, materials, and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 Forward Documents to Local Programs

For federally funded projects, all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) total a \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit

Staff Report: 055-24

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 3/25/2024

SUBJECT Professional Services Agreement for Water Station 4 Per- and polyfluoroalkyl substances (PFAS) Treatment System Preliminary Design (RFQ 71-23)

Key Points

- Vancouver's Water Station 4 sits on two separate property parcels totaling 2.16 acres located at 4205 E 5th Street and has served the community with safe clean drinking water since the 1940s.
- PFAS concentrations in the Water Station 4 groundwater wells have been detected at or above the 2022 State of Washington implemented state action level (SAL) and above EPA's 2023 proposed maximum contaminant level (MCL) for perfluorooctane sulfonic acid (PFOS) and perfluorooctanoic acid (PFOA).
- The City has applied for Drinking Water State Revolving Fund (DWSRF) loan funding for this project and anticipates receiving up to a \$12 million, potentially 100% forgivable loan (grant) in addition to other potential grant opportunities.
- A Request for Qualifications (RFQ 71-23) was issued in November last year and four proposals were received for professional services.
- Of the proposals submitted, Stantec was selected to perform the engineering design work and permitting work necessary to meet anticipated federal funding requirements.

Strategic Plan Alignment

Safe and Prepared Community – a safe place to live, work, learn, and play.

Present Situation

Water Station 4 sits on two separate property parcels totaling 2.16 acres located at 4205 E 5th Street and has served the community with safe clean drinking water since the 1940s. The site contains six groundwater wells with a combined capacity of 8,550 gallons per minute, an air stripping tower for pH adjustment, a booster pump station that boosts water into the distribution grid, disinfection and fluoridation systems. A Water Station 4 site map is attached for reference. PFAS represent a group of thousands of synthetic chemicals that are prevalent in commercial products and applications. These chemicals do not readily degrade and thus build-up in people, animals and in the environment. Studies reported by the Environmental Protection Agency (EPA)

have proven that exposure to high levels of specific PFAS compounds can have adverse health effects. In response, federal and state agencies have proposed regulations to limit the concentrations of specific PFAS compounds in drinking water. In 2022 the Washington State Board of Health established state action levels (SALs) for five PFAS compounds. Additionally, the EPA has proposed a National Primary Drinking Water Regulation to establish maximum contaminant levels (MCLs) for six PFAS compounds. A final rule is expected from the EPA in early 2024. Sampling results in 2020 were the first to detect PFAS concentrations in the Water Station 4 wells. Continued sampling has shown consistent levels at or above the implemented SAL and above EPA's 2023 proposed MCL for PFOS and PFOA – the two most prevalent PFAS compounds. Pilot testing was completed at Water Station 4 earlier this year as a means to evaluate PFAS filtration technologies and to acquire data to provide to Washington Department of Health (WDOH) for approval of full-scale filter implementation. The City's water quality monitoring program has included a proactive approach to monitoring PFAS at all the system's water stations. Water Station 4 sampling has consistently been one of the highest of all water stations and has been at or exceeded the above-mentioned state and federal regulations, and as such, was identified in the City's PFAS Management Plan as a priority for treatment. The new PFAS treatment system will allow the water utility to continue to meet the community's expectation of safe, reliable water service.

A Request for Qualifications (RFQ 71-23) for the Water Station 4 PFAS Treatment System Design was issued on November 3, 2023. The scope of work for the professional service's identified in the Request for Qualifications has been divided into two parts to streamline the project scoping; Phase 1 will include the preliminary design and associated initial permitting tasks and Phase 2 will include final bid-ready plans and specifications for construction. The attached contract is for the scope of work identified as, 'Phase 1: Water Station 4 PFAS Treatment System Design Project'. This portion of the work is expected to take five months to complete. The completed preliminary design will then be used as the basis for the final design. 'Phase 2: Water Station 4 PFAS Treatment System Final Design' work will follow with an amendment to this contract and approval request to City Council expected later this year

Along with standard advertising, firms from the MRSC list, which included veteran-, minority-, and women-owned firms, were notified of the solicitation and requested their qualification statements.

In response to the Request for Qualifications, four engineering firms submitted proposals with statements of qualifications. Stantec was selected through the City's evaluation process and if approved by council will act as the design lead while working closely with City staff in the development of the preliminary design.

The City has applied for the Drinking Water State Revolving Fund (DWSRF) for this project and has received preliminary notification that we will receive \$12 million in the form of a potentially forgivable loan (grant). Once the DWSRF contract is finalized and approved by council, the city will be required to have a Water Station 4 construction contract awarded within 18 months. Therefore, it is important to get the design started. Additionally, the water utility will continue to seek other grants sources to help fund this project. As this project may be federally funded, the professional services work is scoped conservatively to follow federal loan requirements. The major design element for the Water Station 4 project is the installation of the new PFAS treatment units. Much of the associated design work with the new treatment system is dependent on the selection of the PFAS treatment technology, which will be either ion exchange or granular activated carbon filters.

Stantec has proposed an approach that provides a collaborative effort between City staff and their

experienced team. They have proven qualifications with the completion of similar municipal water projects of this size and complexity.

Advantage(s)

1. Provides for specialty technical services to complete a comprehensive preliminary design for PFAS Treatment.
2. Develops a permitting plan to comply with anticipated federal loan requirements.
3. The preliminary design will provide the basis for the final design; with which to move forward and develop final drawings and specifications in order to meet anticipated funding timelines for construction.

Disadvantage(s)

None

Budget Impact

If awarded, the project will be funded by the DWSRF loan and any other applicable grant opportunity. Additionally, funding for this project is identified as PRJ100966 in the current 2023-2024 Capital Water Budget, as well as the long-term water capital improvement program.

Prior Council Review

Approved in the 2023-2024 Capital Water Budget. PFAS Management Plan council workshop on December 18th, 2023.

Action Requested

Authorize the City Manager, or designee, to execute a professional services agreement between the City of Vancouver and Stantec for an estimated amount not to exceed \$615,741.12.

Mehrin Selimgir, Civil Engineer, 360-487-7128

ATTACHMENTS:

- ▣ Contract
- ▣ Scope of Work
- ▣ Site Map



**CITY OF VANCOUVER
WATER STATION 4 PFAS TREATMENT SYSTEM DESIGN
SERVICES AGREEMENT No. C-101597**

This Services Agreement (hereinafter referred to as the “Agreement”) is entered into by and between the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington, (hereinafter referred to as the "City") and Stantec Consulting Services Inc., (hereinafter referred to as the "Contractor"). The City and Contractor may be collectively referred to herein as the “parties” or individually as a “party”.

WHEREAS, the City desires to engage the Contractor to perform services as described in this Agreement; and

WHEREAS, the City advertised and issued a Request for Qualifications, numbered 71-23 (hereinafter referred to as the “solicitation”) and after evaluation of the Contractor’s responsive proposal, found the Contractor be capable of performing the required services; and

WHEREAS, the Contractor represents by entering into this Agreement that it is fully qualified to perform the services described herein in a competent and professional manner, and to the full satisfaction of the City.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

- 1. SCOPE OF WORK:** The Contractor agrees to provide the City all services and materials set forth below and in the scope of work identified in Exhibit "A", and as further described in the City’s solicitation, and the Contractor’s responsive proposal to the City’s solicitation, (collectively referred to herein as the “work”) which are each incorporated herein by this reference, and made a part of this Agreement as if fully set forth herein.

Contractor to provide engineering services for the Water Station 4 PFAS Treatment System Design.

All work must be authorized and approved by the City’s Project Manager before any work can begin. The Contractor shall approach each project in a manner consistent with its usual customary business practices. The Contractor shall actively seek collaborative input from City staff.

- 2. COMPENSATION:** Payment to the Contractor for the work described in this Agreement shall not exceed \$615,741.12 USD.

This payment shall be maximum compensation for the work and for all labor, materials, supplies, equipment and incidentals necessary to complete the work as set forth herein, and it shall not be exceeded without the City's prior written authorization in the form of a negotiated and executed amendment.

Compensation is limited to the amount specified for each specific task and/or sub-task, unless amended in writing. The City requires the Contractor to complete the work stated within the number of hours stated for each task, and/or sub-task, or the lump sum amount. If compensation is made on an hourly basis and the work requires fewer hours than those estimated, the Contractor will be paid for the actual worked hours necessary to complete that task and/or sub-task. If the Contractor underestimated the number of hours required to perform the work, the Contractor shall be paid up to the maximum number of hours stated for the task and/or sub-task. Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time the task and/or subtask is initiated, or for changes to the scope of work or deliverables requested by the City. All deliverables must be acceptable to the City, at the sole discretion of the City.

Travel expenses are limited to airfare, or mileage at the current IRS rate, and lodging at the U.S. General Services Administration rates. The Contractor is solely responsible for its staff's travel time, including travel to and from the City of Vancouver. The City will reimburse only pre-approved miscellaneous Contractor expenses at-cost upon submission of receipts to City. During the life of this Contract, and in consideration of the City's business needs, the Contractor may make requests for compensation adjustments. In consideration of market conditions, the City may allow an annual adjustment to compensation paid for the actual cost of services. Contractor shall submit the request for consideration, together with supporting documentation, before the anniversary date of this Agreement. The City will review the request and, at its sole discretion, make a decision. If accepted, the adjustment shall become effective on the anniversary date of the Agreement and will be firm for the remainder of the contracted period. All adjustments will be authorized by written contract amendment.

- 3. PAYMENT FOR CONTRACTOR SERVICES:** The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, for fees and expenses from the previous month. Payments to Contractor shall be net thirty (30) days.

The City reserves the right to correct any invoices paid in error. The Contractor shall be paid according to the rates set forth below in Exhibit “B”, incorporated herein by this reference, and made a part of this Agreement as if fully set forth herein.

City and Contractor agree that any amount paid in error by City does not constitute a rate change in the amount of the contract. The City’s contract/purchase order (PO) number given on the notice to proceed **must** be referenced on any invoice submitted for payment.

4. **TERM OF AGREEMENT:** The term of this Agreement shall commence on April 1, 2024 and continue until December 31, 2026. Unless directed otherwise by the City, Contractor shall perform the work in accordance with any schedules made a part of this Agreement.
5. **ORDER OF PRECEDENCE:** Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Contract Purchase Orders; the Contractor’s responsive proposal to the City’s solicitation, and the City’s solicitation.
6. **RELATION OF PARTIES:** The Contractor, and its subcontractors, agents, employees, or other vendors contracted by the Contractor to provide services or other work for the purpose of meeting the Contractor’s obligations under this agreement (collectively referred to as “subcontractors”), are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its subcontractors shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other rights, privileges, or benefits afforded to City employees. The Contractor and its subcontractors shall not have the authority to bind City in any way except as may be specifically provided herein.
7. **E-VERIFY:** The Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. The Contractor shall ensure all Contractor employees and any subcontractors assigned to perform work under this Agreement are eligible to work in the United States. The Contractor shall provide verification of compliance upon the request of the City. Failure by the Contractor to comply with this subsection shall be considered a material breach.
8. **DELAYS AND EXTENSIONS OF TIME:** If the Contractor is delayed at any time in the progress of the work covered by this Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by the Contractor and the City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to the City.

9. OWNERSHIP OF RECORDS AND DOCUMENTS: Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor, and any know-how, methodologies or processes used by the Contractor to provide the services or project deliverables under this Agreement shall remain property of the Contractor.

10. TERMINATION FOR PUBLIC CONVENIENCE: The City, at its sole discretion, may terminate this contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

In the event this Agreement is terminated prior to the completion of work, the Contractor will only be paid for the portion of the work completed at the time of termination of the Agreement.

11. TERMINATION FOR DEFAULT: If the Contractor defaults by failing to perform any of the obligations of the Agreement, including violating any law, regulation, rule or ordinance applicable to this Agreement, or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the City may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the Agreement, and at the City's option, obtain performance of the work elsewhere.

If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the City in completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the termination for public convenience paragraph herein.

12. OPPORTUNITY TO CURE: The City at its sole discretion may in lieu of a termination allow the Contractor to cure the defect(s), by providing a "Notice to Cure" to Contractor setting forth the remedies sought by City and the deadline to accomplish the remedies. If the Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the City shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available

remedies against the Contractor and its sureties for said breach or default, including but not limited to termination of this Contract for convenience.

13. COMPLIANCE WITH THE LAW: The Contractor agrees to comply with all relevant, Federal, State, and Municipal laws, rules, policies, regulations or ordinances in the performance of work under this Agreement.

14. CITY BUSINESS AND OCCUPATION LICENSE: The Contractor will be required to obtain a business license when contracting with the City unless allowable exemptions apply. The Contractor shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, or by phone at 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to the Vancouver Municipal Code (VMC) Chapter 5.04.

15. LIABILITY AND HOLD HARMLESS: The Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature (including patent infringement or copyright claims) to the extent arising out of, or in connection with, or incident to, the negligent performance or willful misconduct pursuant to this Agreement. This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 Revised Code of Washington (RCW), except to the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such costs, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. The Contractor specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that the Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. The Contractor is an independent contractor and responsible for the safety of its employees.

16. INSURANCE: The Contractor shall obtain and keep in force during the entire term of this agreement, liability insurance against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor.

All liability insurance required herein shall be under a Comprehensive or Commercial General Liability and business policies.

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Occurrence	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000
IV. Professional Liability	
Policy shall include coverage against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor	\$1,000,000

In addition to the coverage and limits listed above the Contractor's insurance must all contain the following:

- a. City Listed as an Additional Insured. The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as an additional insured. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.
- b. Either the Commercial General Liability or the Workers' Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well and must be indicated on the certificate.

- c. Employment Security. The Contractor shall comply with all employment security laws of the State in which services are provided and shall timely make all required payments in connection therewith.
- d. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.
- e. Coverage Trigger: The insurance must be written on an “occurrence” basis. This must be indicated on the Certificate.

Contractor shall provide evidence of all insurance required, at the City’s request, by submitting an insurance certificate to the City on a standard “ACORD” or comparable form.

All policies shall be issued by an insurance company licensed to do business in the State of Washington. The City of Vancouver may inspect all policies and copies shall be provided to the City upon request.

17. NOTICES: All notices which are given or required to be given pursuant to this Agreement shall be hand delivered, mailed postage paid, or sent by electronic mail as follows:

For the City:
Anna Vogel
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995
Email: anna.vogel@cityofvancouver.us

For the Contractor:
Andrew Nishihara
Stantec Consulting Services, Inc.
601 SW Second Ave, Suite 1400
Portland, OR 97204-3128
Email: Andrew.Nishihara@stantec.com

Either party may change the designated contact or any information listed above by giving advance notice in writing to the other party.

18. AMENDMENTS: All changes to this Agreement, including changes to the scope of work and compensation sections, must be made by written amendment and signed by all parties to this Agreement.

19. SCOPE OF AGREEMENT: This Agreement incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement.

- 20. RATIFICATION:** Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.
- 21. GOVERNING LAW/VENUE:** This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.
- 22. COOPERATIVE PURCHASING:** The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City incurring any financial or legal liability for such purchases. The City agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.
- 23. PUBLIC DISCLOSURE COMPLIANCE:** The parties acknowledge that the City is an “agency” within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.17 RCW for withholding or delaying public disclosure of such information.
- 24. DEBARMENT:** The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.
- 25. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT:** Supplier must agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- 26. BYRD ANTI-LOBBYING AMENDMENT:** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Suppliers that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 27. PROCUREMENT OF RECOVERED MATERIALS:** Supplier must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 28. WARRANTIES:** All products shall be warranted against defects or faulty workmanship and materials by the Supplier for one (1) year following inspection and acceptance of the products by the City. Warranty shall include all costs incurred, including shipping, for repair or replacement except that which is damaged by misuse or abuse. This one-(1) year warranty shall in no way affect normal extended or manufacturer's warranty exceeding this one (1) year period. Supplier warrants that all goods furnished under this Contract are new, conform strictly to the specifications herein, are merchantable, good workmanship, free from defect, comply with all applicable safety and health standards established for such products, all goods are properly packaged, and all appropriate instructions or warnings are supplied. If a defect is found, a component failure occurs, or workmanship is found to cause failure, the Vendor shall replace the product at their own expense, including shipping charges. Any replacement product will be warrantied for one (1) year from the date it is delivered. All implied and expressed warranty provisions of the Uniform Commercial Code are incorporated into this Contract.
- 29. NONDISCRIMINATION:** The City of Vancouver, WA is an equal opportunity employer. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap.

The undersigned, as the authorized representatives of the City and Contractor respectively, agree to all of the terms and conditions contained in this Agreement, as of the dates set forth below.

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

Stantec Consulting Services, Inc.

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

EXHIBIT "A"
Scope of Work

Stantec Consulting Services Inc.
601 SW 2nd Ave, Suite 1400
Portland, OR 97204
T: (503) 220-5432

**Reference: Water Station 4 PFAS Treatment System Design
City of Vancouver, WA
Phase 1 Scope of Work**

March 6, 2024

This scope of work describes professional engineering services to be performed by Stantec Consulting Services, Inc. ("Stantec" or "Consultant") to perform the Water Station 4 (WS-4) PFAS Treatment System Design Project ("Project").

The scope of services includes site investigations, alternatives analysis, detailed design and permitting services. The Scope of Services is divided into four Tasks which are further described in this scope of services.

Task 100 – Project Management
Task 200 – Site Investigation
Task 300 – Alternatives Analysis
Task 400 – Preliminary Design

BACKGROUND

The City of Vancouver (City) has established a model program to address per- and polyfluoroalkyl substance (PFAS) challenges through public/regulatory communications, feasibility/management planning, pilot testing, and design of water treatment systems for several water stations. This Scope of Services is based upon Stantec's current project understanding. WS-4 is located at 4205 E 5th Street in Vancouver, Washington 98661.

WS-4 is one of the City's larger wellfields with a current capacity of 8,500 gpm (12.2 MGD) with a plan to expand to the full water right of 10,700 gpm (15.4 MGD). The scope of this work will include development of a PFAS treatment facility, onsite sodium hypochlorite generation (OSHG), and fluoride system upgrades to the full water right. Additional work includes all piping, groundwork, buildings, structures, pavement, electrical, communications and all other relevant work to develop a complete and working system.

PFAS treatment technology includes the use of either granular activated carbon (GAC) or anion ion exchange (IX) media to adsorb PFAS components from the water to the media. The media is then disposed or regenerated. Bench and Pilot scale PFAS treatment has been conducted at WS-4 to help drive the decision-making process for the best treatment alternative for the WS-4 site. Both GAC and IX options have been evaluated.

Chemical treatment currently includes chlorine gas disinfection and fluoride saturation. As part of the RFQ, the City wishes to replace chlorine gas with OSHG and will also consider upgrading the fluoride saturator to improve operator safety and efficiency. The City standardizes on PSI-OSHG to provide

reliable and safe sodium hypochlorite solutions at well sites, but would like to evaluate other alternatives at WS-4.

This scope also includes non-design related tasks as described below. These include: Phase 2 scoping, geotechnical investigation, and assistance in identifying and complying with requirements to secure state revolving fund (SRF) funding for the project, and engineering services during construction.

To complete the scope of work, the Consultant has assembled a limited number of subconsultants to assist and complement its own internal staff and capabilities as shown in **Table 1**.

Table 1: Consultant Team Roles

Role	Company	Responsibility
Prime Consultant	Stantec Consulting Services, Inc.	Project Management, Process and Building Mechanical design, Structural design, Electrical/I&C/, Architectural Design, Funding/SRF compliance, Construction Support, Cost Estimating, QA/QC
Subconsultant	Shannon and Wilson	Geotechnical Investigations and Site Recommendations
Subconsultant	Mackay Sposito	Permitting, Site Civil Design, Landscape Architecture

GENERAL PROJECT ASSUMPTIONS:

The following key assumptions were used when determining the scope, schedule, and level of effort. These assumptions are in addition to those included in the Scope of Services.

- Stantec will provide design services for the project, including but not limited to development of contract drawings, specifications, calculations and other documents.
Additional pilot- or bench-scale testing of treatment technologies by Consultant is not required.
- This scope of work included preliminary design. Detailed and final design and construction support services will be addressed in subsequent contract amendments.
- Acoustical or sound services are not included.
- Site illumination modeling is not included.
- Submittals will be in electronic format unless as noted.

City Provided Services:

- Site survey and preparation of basemap with horizontal and vertical datum for site and treatment improvements, including:
 - Existing buildings' exterior and roof overhangs
 - Property parcel, right-of-way boundaries
 - Location of existing site underground utilities
 - Location of existing utilities in the right-of-way
 - Existing stormwater manholes in right-of-way
 - DTM/TIN surface with elevations
 - Existing trees 6" diameter breast height (DBH) and greater on City property and adjacent properties where canopy overhangs City property and root zone that could be impacted by improvements
 - Sewer manhole on NE 76th Circle, owned by Clark Regional Wastewater District (CRWWD), and properties in adjacent right-of-way
 - City to survey location and elevation of geotechnical borings in a second trip
 - City will located and mark water utilities on the site

- City will locate all other utilities onsite or coordinate with other utilities for locates if there are other non-City owned utilities in an easement through the site
- City will pothole critical water utilities on the site if required
- City to provide site survey basemap in Autodesk Civil 3D format
- Outreach and notification as required for SEPA
- City will make its facilities accessible to Stantec as required for Stantec's performance of its services.
- City will give prompt notice to Stantec when City observes or becomes aware of developments that affect the scope or timing of Stantec's services, or of defects in the work of Stantec
- City will participate in regularly scheduled project status meetings
- City will provide pilot-testing information
- Permitting will be assisted by the City and/or Contractor
- City will provide a compiled set of comments on draft deliverables

TASK 100 – PROJECT MANAGEMENT

The intent of this Task is to manage task and phase budgets, schedule, staffing, and coordinate project progress. Stantec will coordinate meetings, discussions, and correspondence with the City. Specific project management activities include:

- Manage scope, budget, schedule, and staff for contracted services.
- Manage labor expenditures against budgetary amounts and anticipated progress.
- Meet with the City's PM weekly to discuss overall scope, schedule and budget. Project meeting will be up to one hour in length, each.
- Submit project progress reports and invoices monthly.
- Monitor and report any activities that may result in scope changes, expansion, or deletion, as well as any activities that may alter the project approach.
- Maintain action, decision and change logs.
- Participate in periodic and regular meetings with City staff.
- Project Kickoff meeting (one hour) and site visit
- Project Manager to participate in pre-application meetings and subsequent coordination meetings for land use process

This task also includes development of scope, fee, and schedule for Phase 2 work, which will include the following:

- Detailed design
- Bidding services
- Permitting support
- Engineering services during construction (ESDCs)
- Construction management (optional)

Deliverables:

- Monthly Project schedule updates
- Monthly Invoices and Progress Reports
- Minutes for kickoff and regular progress meetings
- Minutes for land use pre-application meeting
- Draft and final scope of work, fee estimate, and schedule for Phase 2 work

Assumptions:

- Anticipated Phase 1 duration is 4 months
- All deliverables will be in both PDF and Word format, as applicable
- With exception of site visits and workshops, meetings will be virtual

TASK 200 – SITE INVESTIGATION

Stantec and its team of subconsultants will investigate the WS-4 site to compile a detailed picture of the existing conditions. The site investigation will include site survey, geotechnical investigation and permitting support and will be split up into the following subtasks:

Task 210: SRF Requirements and Permitting

The purpose of this task is to identify any requirements for obtaining outside funding, including drinking water state revolving fund (DWSRF) and other potential funding sources identified by the City. The following activities will be performed to support compliance:

- Development of a high-level plan for achieving compliance, out-lining requirements, deadlines, and responsible parties
- Track requirements and deadlines

Stantec's team will complete a Draft SEPA Environmental Checklist during the preliminary design phase of the project based on the 30% design drawings. The following activities will be conducted for SEPA compliance:

- Conduct research and use information from field investigations for other tasks to complete a Draft SEPA Environmental Checklist for the project's preliminary design.
- Prepare the Draft SEPA Environmental Checklist using the City of Vancouver's template, which is formatted to include the required information Stated in WAC 197-11-960 and address subject areas including Earth, Air, Water, Plants, Animals, Energy and Natural Resources, Environmental Health, Noise, Land and Shoreline Use, Housing, Aesthetics, Light and Glare, Recreation, Historic and Cultural Preservation, Transportation, Public Services, and Utilities.
- Attend virtual coordination meetings for SEPA determination as required by City staff

Stantec's team will also conduct an onsite wetland and fish and wildlife habitat conservation areas critical areas assessment, including an Oregon white oak functional assessment. The team will also determine any onsite buffers and provide them as a CAD file for inclusion in the base mapping (if identified), and provide a critical areas report.

Stantec's team will prepare a Pre-Application Conference application package and attend the virtual Pre-Application Conference. The application package will include a narrative, a site plan, and architectural support as required.

Deliverables:

- SRF Compliance Plan
- Draft SEPA checklist
- Two (2) GIS figures to accompany the SEPA checklist and to meet submittal requirements.
- Pre-Application Conference application package meeting City of Vancouver submittal requirements
- Participation by two additional Stantec team members at pre-application meeting
- Draft and final critical areas report that meets City of Vancouver code requirements which could be used to support future phase permitting efforts.
- Site mapping showing restricted buffer areas if found.

Assumptions:

- SRF funding requirements will be incorporated into specifications
- City will complete quarterly funding compliance reporting
- SEPA Environmental Checklist will be finalized in final design (Phase 2) of the project
- NEPA will be addressed in Phase 2, if needed
- City will prepare and publish a Determination of Non-Significance, based on the Final SEPA Checklist (prepared in Phase 2), if warranted

- No Environmental Impact Statement will be required to satisfy SEPA review/documentation for the project.
- Cultural resources investigations and wetland delineation results will be summarized in the Draft SEPA Checklist
- Cultural resources investigations (provided by City) and wetland and fish wildlife habitat area critical area results will be summarized in the draft SEPA checklist
- Critical area field work can be completed by two biologists in one day
- Critical area boundaries, including the drip line of all onsite Oregon white oak(s), will be collected by City of Vancouver survey staff. No GPS of boundaries is included.
- Critical area impact assessments and mitigation planning is not included in this phase
- Washington Department of Health (DOH) will be responsible for submitting DAHP/Tribal notifications
- Public notices will be issued by City, and SEPA determination will be made by City as part of the land-use process
- The City will pay all jurisdictional submittal and review fees

Task 220: Geotechnical Investigation

The purpose of this task is to conduct a geotechnical study used to develop design parameters for the project. Work will include field drilling, soil sampling, laboratory analysis and development of a geotechnical report. The geotechnical report will consist of recommendations for foundations for equipment and assist in seismic analysis of the structures. The following activities will be performed:

- Attend project kickoff meeting with City to identify limits of field investigations.
- Plan geotechnical borings and investigation:
 - Review existing soils data in the site vicinity and the proposed site configuration to develop a subsurface exploration plan that includes up to two geotechnical drilled borings and two cone penetration (CPTs). Based on a preliminary review of the mapped geology at the site, the borings and CPTs will be advanced to depths between 30 and 70 feet below the existing ground surface at the site or practical refusal using CPT or mud rotary drilling methods.
 - If DWSRF funding is used, a geotechnical site investigation work plan will be provided by Stantec and submitted by the City to DOH prior to the geotechnical investigation.
- Monitor boring work.
- Develop a laboratory testing program based on the results of the geotechnical borings and CPTs. The following tests are included as part of the scope:
 - 6 moisture content determinations (ASTM D2216)
 - 2 sieve with hydrometer analyses (ASTM D422)
 - 2 fines content determinations (ASTM D1140)
 - 4 Atterberg limits tests (ASTM D4318)
 - 2 one-dimensional consolidation tests (ASTM D2435)
 - Corrosion testing on two samples (DIPRA plus chlorides).
- Request utility-locates and pre-mark.
- Two days of field work is anticipated. If shallow rock is encountered, a maximum of 10 feet of rock core will be recovered in one of the boring.
- Install a vibrating wire piezometer and to monitor groundwater levels.
- Perform geotechnical analysis and provide recommendations to support:
 - Settlement estimates due to site filling and loading from new site structures
 - Global stability analysis of slopes or retaining walls as required
 - Building foundations including both shallow and deep foundations (if required)
 - Backwash/IX Flush Tank foundation
 - Meter vault subgrade/backfill/shoring/lateral earth pressures (including traffic surcharge pressures)/conceptual dewatering alternatives
 - Pipe bedding/backfill/conceptual shoring and dewatering alternatives
 - Pavement design
- Prepare a geotechnical data report (GDR) containing the boring logs, CPTs, and the results of the laboratory testing.

- Evaluate the seismic hazards including the determination of the seismic site class, and potential for liquefaction and lateral spread to the depths explored in borings and CPTs, and the potential for surface fault rupture.
- Prepare a geotechnical engineering report (GER) containing the results of the geotechnical analyses to support design development and City of Vancouver permitting process.

Deliverables

- Draft and final geotechnical site investigation work plan if required by the City for DWSRF funding
- Draft and final Geotechnical Design Report
- Draft and final Geotechnical Data Report

Assumptions:

- City staff will coordinate access to the WS-4 site.
- No contamination is expected to be encountered and soils will be disposed of at a site that accepts clean fill.
- Two CPTs will be advanced to a maximum depth of 50 feet below the existing ground surface.
- Traffic loads will be provided by others for pavement design.
- Structures will have a period of less than 0.5 seconds, and Stantec's subconsultant will provide a code-based design spectrum. No site-specific design spectrum will be required.
- If liquefaction is identified as a potential hazard Stantec's team will provide conceptual mitigation strategies and recommendations and recommendations for shallow and deep foundations (if required).
- If required, dewatering and shoring evaluations will be conceptual in nature and the final design will be performed by the construction contractor and design professionals retained by the contractor
- Stantec will not retain a private conductive utility locate in addition to calling in a public utility locate, and the City will be responsible for locating utilities and any utility strikes that occur in areas cleared by the City
- Any permit fees required by drilling will be paid by the City
- New structures will not be buried greater than 10 feet in depth
- All removed soils will be non-hazardous.
- Test pits will be backfilled, compacted and returned to the condition they were in previously.
- The dog park will be temporarily closed during the geotechnical investigation depending on the location of the borings.

Task 230: Review Site Background Information

This task will collect and review background information, if available:

- City will provide best available existing site plans which include the electrical service location and other utilities; and data communication.
- Record drawings for existing WS-4 facilities for all design disciplines
- Buried utility maps
- Existing supervisory control and data acquisition (SCADA) communication infrastructure
- Pump curves for installed pumps
- Water quality data for WS-4
- Existing Geotechnical Report(s)

Assumptions:

- The City will provide the requested information that is available within 10 working days of request in electronic format.

TASK 300 – PRELIMINARY DESIGN

The purpose of this task is to review the existing pilot data, evaluate PFAS treatment alternatives, review record drawings, the geotechnical report, and site survey to produce a conceptual site design and layout. Task 300 will be split up into the following subtasks:

Task 310: Virtual Site Tours

This task will be to provide virtual tours of the following facilities:

- Facilities with similar sized OSHG systems with manufacturers other than PSI Microchlor to provide operator experience with alternate systems
- PFAS treatment facilities using anion exchange

Following the tours, Consultant will lead a debrief meeting to discuss lessons learned and any resulting project decisions.

Deliverables:

- Tour and meeting notes

Assumptions:

- Up to (2) virtual tours will be provided

Task 320: Treatment Selection

This task will be developed to review existing data from the pilot performed at WS-4 and select a treatment alternative based on a granular activated carbon (GAC) or anion ion exchange (IX) treatment media for PFAS removal. Historical water quality will also be reviewed. A planning level capital and operations and maintenance (O&M) cost comparison between GAC and IX will be provided, along with a evaluation of flexibility switch treatment media in the future. The selection of treatment media will drive design of the treatment system layout. Stantec will meet with the City in a workshop to review previous findings or assumptions (if any) and will discuss pro and cons for each treatment methodology. Stantec will summarize the team's findings in a brief technical memorandum describing the selected treatment alternative with companion evaluation and selection criteria.

Deliverables:

- Draft and Final Preliminary Alternatives Analysis and Treatment Selection Workshop agenda and minutes
- Draft and Final Alternatives Analysis and Treatment Selection Technical Memorandum

Assumptions:

- None

Task 330: Treatment Configuration / Location / Hydraulic Analysis

This task includes a location and hydraulics analysis, summary, and considerations with selection of the preferred alternative. Evaluation will include existing / proposed system hydraulics to provide the suggested location of the treatment vessels. The new PFAS treatment vessels can be located downstream of either the wellhead pumps or the booster pumps. Depending on the location of the treatment vessels, either the wellhead pumps or the booster pumps may be required to be upgraded to account for the increased headloss through the pressure vessels. If the treatment vessels are located downstream of the booster pumps, higher pressure ratings may be required for the treatment vessels. Treatment location effects on water quality including chlorine contact time will also be evaluated along with operations of surge relief valves downstream of the booster pumps. Stantec will analyze the system hydraulics for these two alternatives. Other alternatives to be reviewed include site configuration,

architecture, backwashing, and level of automation. The evaluation will be summarized in a technical memorandum.

Deliverables:

- Draft and final Treatment Location and Hydraulics workshop agendas and minutes
- Draft and final Treatment Location and Hydraulics Technical Memorandum
- Proposed site plan renderings
- Preliminary drawings including the following:
 - Process flow diagram
 - Site plans with renderings

Assumptions:

- None

Task 340: Pre-Purchase Evaluation

In order to meet the upcoming Federal MCL, Stantec will evaluate pre-purchasing key equipment including:

- PFAS treatment equipment
- Electrical equipment including generators and switchgear
- Confirm documentation required for pre-purchasing equipment and integrate federal requirements into any pre-purchasing approaches

Stantec will evaluate the project schedule and coordinate with vendors to identify any equipment that should be pre-purchased in order to meet the construction schedule. Stantec will summarize the findings in a technical memorandum and review with the City in a workshop setting.

Deliverables:

- Draft and Final Pre-Purchase Evaluation workshop agenda and minutes
- Draft and Final Pre-Purchase Evaluation Technical Memorandum

Assumptions:

- Development of pre-purchase documents or providing bid support would be included as part of Phase 2, if required

Task 350: OSHG and Fluoride Operations Evaluation

WS-4 has an existing building used for gaseous chlorine and fluoride storage and feed. Both systems will be replaced with this project, with the gas chlorine being upgraded to OSHG. These systems will be co-located in a new building. The following components will be evaluated for the new fluoride saturator feed system:

- System sizing
- Containment
- Ventilation requirements

For the new OSHG system the City would like to evaluate available vendors capable of supplying a large system for WS4. The following components will be evaluated:

- System sizing
- Manufacturer/available systems
- Operations and maintenance history and repair availability
- Containment
- Ventilation requirements

Stantec will present the results of the evaluation in a workshop setting. Decisions made in the workshop will be incorporated into the 30% design deliverables.

Deliverables:

- Draft and Final OSHG and Fluoride Operations workshop agenda and minutes

Assumptions:

- None

Task 360: Conceptual Design Layout

This task will establish the proposed site layout to be used during 30% design. This will involve the following activities:

- Perform preliminary selection of treatment equipment
- Develop conceptual layouts, preliminary access road and pipeline alignments.
- Discuss equipment preferences, such as valves and instruments
- Determine methods for equipment access
- Develop approach for construction phasing
- Methods for future expansion
- Design Workshop with the City to discuss general layout and site related considerations.

Deliverables:

- Design Workshop
- Conceptual layout sketches for WS-4 improvements

Assumptions:

- Design Workshop will be a 2-hour meeting.
- Conceptual layouts will be sketches on the existing site plan.

TASK 400 – PRELIMINARY DESIGN

Task 410: Project Engineering Report

A project engineering report (PER) will be developed to include and meet DOH requirements. The purpose of this task is to provide a basis for the project design in line with the selected PFAS treatment media, fluoride and OSHG systems; including development of design criteria, discipline coordination, preliminary calculations, and decisions. Key project decisions will be made and confirmed through a series of design workshops. The Consultant will provide meeting agendas, facilitate the workshops, and then record decisions and action items in logs. At the end of this phase, the meeting records would be compiled and submitted to document the basis for the PER. Activities for this task include:

- Develop design criteria and establish relevant codes for all disciplines.
- Develop CAD Standards
- Provide a list of anticipated drawings and specifications
- Research required frontage improvements along adjacent streets
- Perform Stantec's Quality Assurance and Quality Control (QA/QC) review
- Conduct Pre-Design review meeting (workshops), including:
 - Site layout based on the Alternatives Analysis in Task 310
 - Site Geotechnical and Civil
 - Review of underground utilities, site access, storage, chemical and treatment media delivery routes, and site security
 - Instrumentation and Control; site electrical.
 - Building configuration, occupied space needs (bathrooms, offices, etc.) interior egress routes, and architectural treatments

- Key decisions will include:
 - Process mechanical design concepts, including PFAS treatment system, wash water handling, and piping and discussion of pumps and motors, piping and valves;
 - Building mechanical criteria for ventilation, heating and cooling for equipment rooms, and fire suppression system review
 - Structural criteria, including codes and standards, design loads, seismic design requirements, safety factors, and materials.
 - Electrical criteria and concepts, including power supply, site lighting, equipment, telemetry, and controls.
 - Instrumentation and control (I&C) level of automation, instruments and hardware, local and remote networking with existing SCADA.
 - Preliminary construction sequencing plan
 - Equipment layout on the site

Deliverables:

- Draft and final Preliminary Engineering Report
- Draft and final workshops' minutes and agenda

Assumptions:

- The City will contract separately with its preferred system integrator. The City's system integrator will participate in design meetings and prepare the control system design.
- The City will submit the PER to DOH for approval.
- The existing Water System Plan contains sufficient up-to-date information that can be extracted to meet DOH requirements for the PER.

Task 420: 30% Design and Opinion of Probable Construction Cost

This task will continue to identify and resolve design decisions. 30% level drawings will be developed to convey and document the design concept. This subtask will be accomplished through a series of activities to include:

- Design management and coordination
- Site visit by key disciplines
- Develop design criteria and establish relevant codes for all disciplines.
- Coordinate with equipment and material manufacturers and obtain product data.
- Develop an equipment tag numbering scheme.
- Prepare a building information model (BIM) representing the design with 3-dimensional visualization to a 30% completion level.
- Prepare equipment and instrumentation lists.
- Prepare site drawings to a 30% completion level.
- Prepare a list of specifications for the project.
- Perform Stantec's Quality Assurance and Quality Control (QA/QC) review.
- Meet with City to review the Building Information Model and drawings.
- Respond to comments made by City and meet to resolve comments and responses.
- Process Mechanical: develop treatment system designs, draft specifications, and 3D design models for PFAS and chemical systems.
- Civil: Develop preliminary site layout with construction staging, yard piping, site grading and drainage, new pavement, drainage plan, 30% civil sheets (up to 6) with enough detail so that they can be used to start the Land Use process (if required)
- Landscape: develop materials to support permit pre-application meetings, prepare landscape plan, planting plan, tree plan.
- Structural: evaluate geotechnical investigation results, establish site class for seismic resiliency, provide preliminary design of structures, conform to IBC 2018 and ASCE 7-16 codes

- Architecture: propose building materials, develop code review, provide materials for land use pre-application meeting including renderings and description, support public outreach, design for energy code.
- Building mechanical: determine needed systems and design criteria for plumbing, HVAC, and fire protection. No drawings are anticipated.
- Instrumentation & Control (I&C): establish desired level of automation and City preferences for I&C, identify communication requirements for new treatment system integration with City's existing SCADA system, identify electronic security preferences, develop control description and drawings: communication network, Process & Instrumentation Diagrams.
- Electrical: conduct site visit, establish power requirements for site improvements, propose power improvements, evaluate standby power needs, prepare power one-line diagram.
- 30% drawings will be used to develop a Class 5 cost estimate.

Deliverables:

- 30% design drawings in both PDF and DWG format
- Specifications table of contents
- 30% design workshop minutes and agendas
- Association for the Advancement of Cost Engineering (AACE) Class 5 level cost estimate

Assumptions:

- City staff will provide review comments in a workshop setting.
- The 30% drawings will not be revised based on City comment. Stantec will prepare a comment-response log and review responses with the City. The comment-response log will be used to start the 60% design drawings and be integrated into the design during Phase 2.
- Drawings will be prepared using Stantec CAD standards with the exception of the cover sheet. A combination of Revit and AutoCAD version 2022 will be used.
- A maximum of 64 drawings are anticipated.
- No changes to pedestrian and vehicular access to the existing buildings are required.
- The City will provide a list of any preferred manufacturers of equipment.
- Street improvements in the ROW, curb and gutter, a driveway, or pavement are not required.
- The following are not required under Phase 1: SWPPP, drainage Technical Information Report, stormwater treatment BMPs for site runoff, detention, storm drain improvements in the ROW, or extensive stormwater quality treatment.
- PFAS backwash supply will be provided directly from the distribution system.
- The City will provide power consumption records for the site for last two years.

Task 430: DOH Engagement and Coordination

Coordinate meeting with DOH, City, and Stantec during the preliminary design phase as the PER is being submitted to review project design criteria and to familiarize DOH with the overall approach.

Deliverables:

- One virtual meeting with DOH, City, and Stantec attended by up to three Stantec team members
- Meeting agenda and minutes

Assumptions:

- One virtual meeting with DOH, City, and Stantec attended by up to three Stantec team members
- Meeting agenda and minutes

Task 440: Public Outreach

Stantec communications support team to provide City public outreach materials or support council presentations with graphics and project highlights.

Deliverables:

- One site graphic and site rendering
- One project handout type document

Assumptions:

- In person attendance at council meeting is not included
- Support limited to 40 hours for Phase 1

TASK 800 – UNANTICIPATED SERVICES***Task 810: Phase 1 Unanticipated Services***

Provide budget allowance for potential additional work requested by the City. No work will be completed under this task without written approval and direction from the City. The budgeted amount for unanticipated services is as provided in Attachment D.

Deliverables:

- To be determined

Assumptions:

- Stantec will prepare a change request describing each additional and identifiable task under this allowance. The change request will include a short description of the added scope with budget to be authorized prior to proceeding, unless otherwise directed in writing by the City.
- City to provide direction and authorization for requested additional work, if needed

DESIGN FEE

All work described in this Scope of Services will be performed for a not-to-exceed price of \$615,741.12 as shown in Attachment D.

ADDITIONAL ATTACHMENTS

Provided attachments are as follows; note that this Scope of Services for Phase 1 is Attachment A:

- Attachment B – Preliminary Drawing List
- Attachment C – Draft Schedule
- Attachment D – Fee

Regards,

Stantec Consulting Services Inc.



Andrew Nishihara, PE, ENV SP

Project Manager

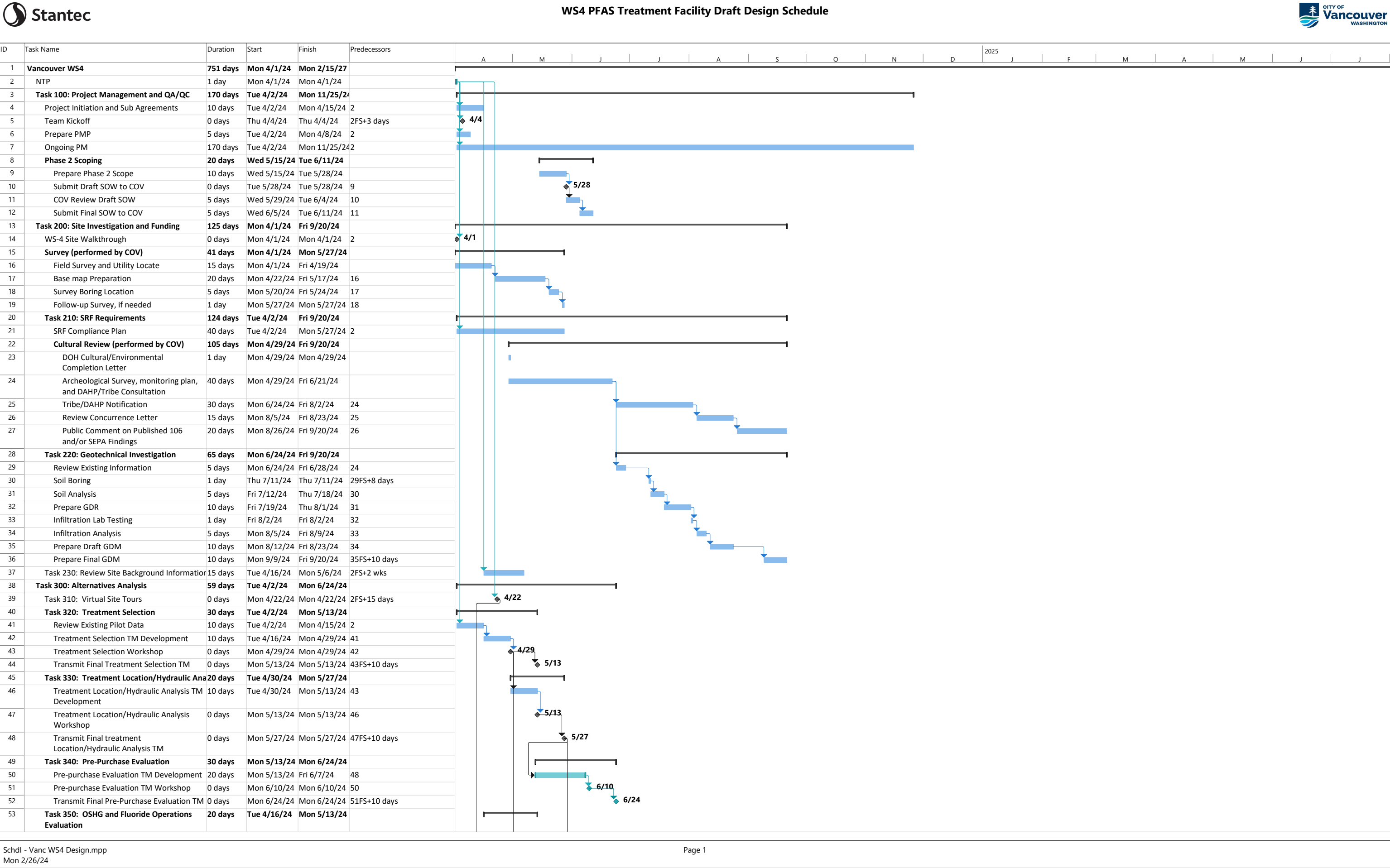
Phone: (503) 220-5432

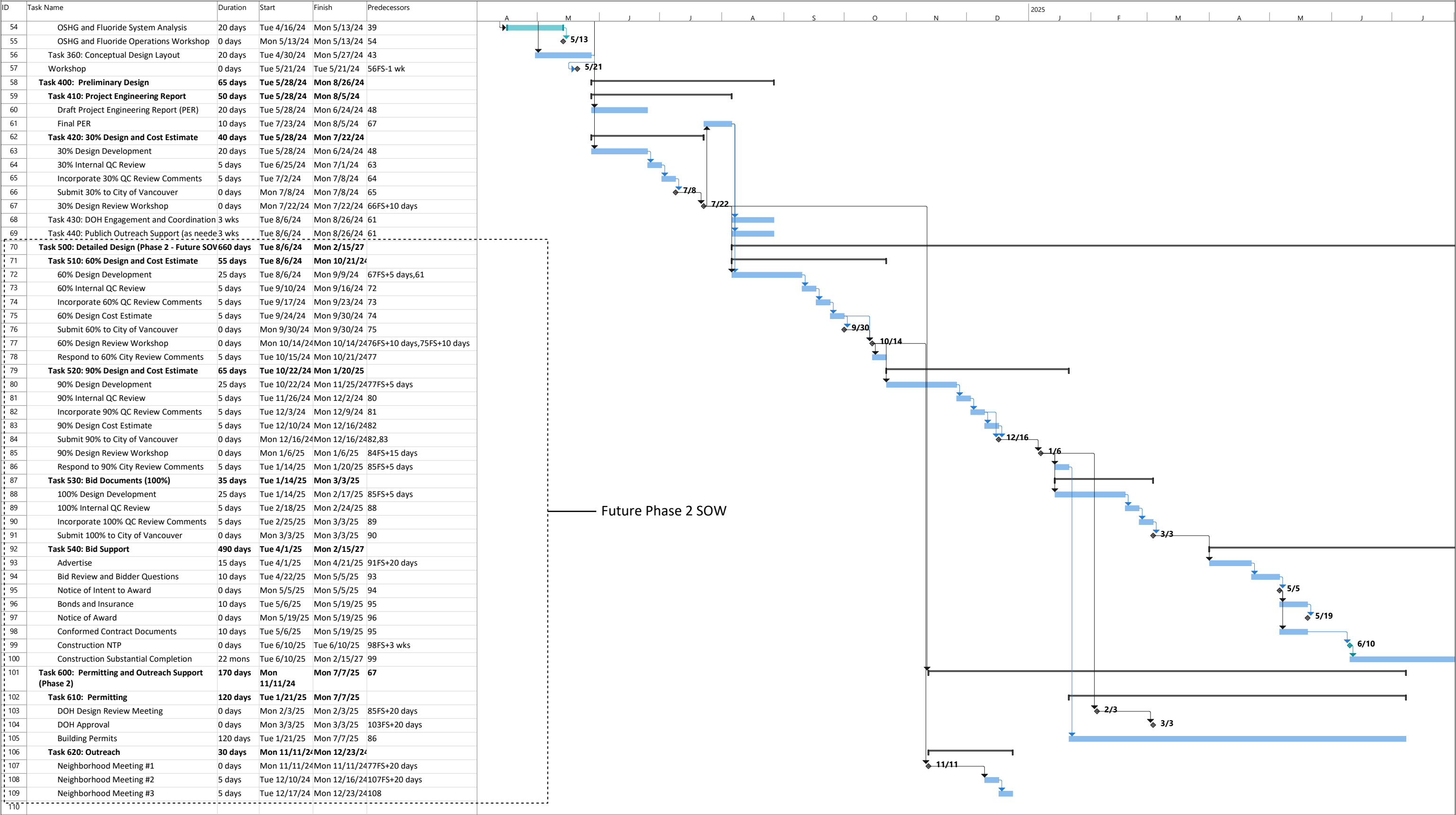
andrew.nishihara@stantec.com

Phase 1 - Preliminary Drawing List

#	Discipline	Sheet No.	Name
General			
001		00G-001	Cover Page
002		00G-002	Drawing Index
003		00G-003	Location Plan and Key Plan
004		00G-004	WTP Isometric View
005		00G-005	Process Flow Diagram
006		00G-006	Hydraulic Profile - Main Process
007		00G-007	Symbols and Abbreviations
008		00G-008	Pipe Schedule - Fluid Abbreviations
009		00G-009	Pipe Schedule - Materials
Civil			
010		00C-001	General Notes and Design Criteria
011		00C-101	Site Layout
012		00C-102	Site Grading and Paving Plan
013		00C-103	Site Stormwater Plan
014		00C-104	Site Erosion Control Plan
015		00C-301	Yard Piping
016		00C-302	Site Sections
Landscape			
017		00L-001	General Notes
018		10L-101	Planting Plan
Architecture			
019		00A-001	General Notes and Schedules
021		20A-101	Floor Plan
022		20A-201	Elevations
024		20A-901	Renderings
025		30A-101	Floor Plan
026		30A-201	Elevations
028		30A-901	Renderings
Structural			
029		00S-001	General Notes and Design Criteria
030		20S-101	Plan
034		30S-101	Plan
Process Mechanical			
038		00D-001	Valve & Equipment Schedules - 1
039		00D-002	Valve & Equipment Schedules - 2
040		00D-501	Mechanical Details - 1
041		00D-502	Mechanical Details - 2
042		00D-503	Mechanical Details - 3
043		20D-102	Plan
044		20D-102	Details
045		20D-301	Sections
046		20D-302	Sections
047		30D-101	Plan
048		30D-301	Details
049		30D-101	Sections
050		30D-102	Sections
051		30D-301	Sections
HVAC			
052		00M-001	Symbols, Notes and Abbreviations
055		20M-101	Plans
056		30M-101	Plans

#	Discipline	Sheet No.	Name
	Plumbing		
057		00P-001	Symbols, Notes and Abbreviations
058		00P-002	Standard Details - 1
	Electrical		
061		00E-601	Single Line Diagram - 1
062		20E-101	Electrical Plans - 1
	Instrumentation & Control		
065		00I-001	Symbols, Legends & Abbreviations - 1
066		00I-002	Symbols, Legends & Abbreviations - 2
067		00I-003	Symbols, Legends & Abbreviations - 3
068		00I-018	SCADA Architecture - 1
069		00I-019	SCADA Architecture - 2
070		20I-601	P&ID - Chem Feed - 1
071		20I-602	P&ID - Chem Feed - 2
072		30I-603	P&ID - GAC/IC - 1
073		30I-604	P&ID - GAC/IC - 2
074		30I-605	P&ID - GAC/IC - 3
075		30I-606	P&ID - GAC/IC - 4
076		30I-607	P&ID - GAC/IC - 5
077		30I-608	P&ID - Pumps - 1
078		30I-609	P&ID - Pumps - 2







Attachment D
Fee - WS4 PFAS
03/06/2024

	PIC	Project Manager	Design Manager	Quality Reviewer	PFAS SME	PFAS SME	PFAS SME	Structural Lead	Funding Lead	Civil Reviewer	Architectural Lead	HVAC Lead
Name	Black, Bryan	Nishihara, Andrew	Odell, Adam	Price, Michael	Jacangelo, Joseph	Capelle, Ryan	Hadacek, Tyler	Perkins, Matthew	Pugel, Kim	Kittredge, Chris	Sanchez, Eric	Saptarishy, Shivani Amol
Project Billing Rate (T&M)	\$287.22	\$200.96	\$205.33	\$391.17	\$408.83	\$229.83	\$214.89	\$217.58	\$164.65	\$270.42	\$183.06	\$133.40
Total Units (T&M)	164.00	260.00	232.00	28.00	12.00	30.00	12.00	92.00	12.00	60.00	132.00	68.00
Fee (T&M)	\$47,104.08	\$52,249.60	\$47,636.56	\$10,952.76	\$4,905.96	\$6,894.90	\$2,578.68	\$20,017.36	\$1,975.80	\$16,225.20	\$24,163.92	\$9,071.20

WBS Code	Task Name	Start Date	End Date	Units											
1	Project Management	2024-04-01	2024-08-31	32.00	64.00	32.00									
2	Site Investigation	2024-04-01	2024-08-31												
2.1	SRF Requirements & Permitting	2024-04-01	2024-08-31		2.00	2.00						8.00	8.00	4.00	
2.2	Geotechnical Investigation	2024-04-01	2024-08-31	2.00	2.00	2.00					4.00				
2.3	Review Site Background Info	2024-04-01	2024-08-31	2.00	8.00	8.00									
3	Alternatives Analysis	2024-04-01	2024-06-30												
3.1	Virtual Site Tours	2024-04-01	2024-06-30	4.00	4.00	4.00									
3.2	Treatment Selection	2024-04-01	2024-06-30	8.00	16.00	8.00	2.00	8.00	8.00	8.00					
3.3	Treatment Location	2024-04-01	2024-06-30	6.00	8.00	4.00		4.00	4.00	4.00					
3.4	Pre-Purchase Eval	2024-04-01	2024-06-30	8.00	12.00	12.00			4.00						
3.5	OSHG and Fluoride Eval	2024-04-01	2024-06-30	8.00	12.00	12.00	4.00								
3.6	Conceptual Design Layout	2024-04-01	2024-06-30	6.00	8.00	8.00	2.00		2.00				8.00		
4	Preliminary Design	2024-06-01	2024-08-31												
4.1	Preliminary Engineering Report	2024-06-01	2024-08-31	24.00	40.00	40.00	4.00		4.00		8.00	4.00	4.00	8.00	8.00
4.2	30% Design	2024-06-01	2024-08-31	60.00	80.00	100.00	16.00		8.00		80.00		40.00	120.00	60.00
4.3	DOH Engagement & Coordination	2024-06-01	2024-08-31	2.00	2.00										
4.4	Public Outreach	2024-06-01	2024-08-31	2.00	2.00										
8	Unanticipated Services	2024-04-01	2024-08-31												
8.1	Phase 1 Unanticipated Services	2024-04-01	2024-08-31												

Subconsultants are subject to 12.5% G&A fee



**Washington State
Department of Transportation**

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

August 31, 2023

Stantec Consulting Services (US Division)
3789 Laramore Road
Marianna, FL 32448

Subject: Acceptance FYE 2022 ICR – Cognizant Review

Dear April Stonebreaker:

We have accepted your firms FYE 2022 Indirect Cost Rate (ICR) based on the “Cognizant Review” from the Arizona Department of Transportation (ADOT) as follows:

- Home Rate: 159.89% of direct labor
(rate includes 0.42% Facilities Capital Cost of Money).
- Field Rate: 117.11 % of direct labor
(rate includes 0.28% Facilities Capital Cost of Money).

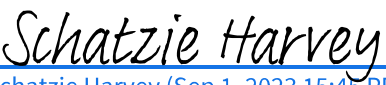
This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email consultantrates@wsdot.wa.gov.

Regards,


[Schatzie Harvey \(Sep 1, 2023 15:45 PDT\)](#)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:leg

Vancouver – Water Station 4 PFAS Phase 1 – Rate Table

Employee	2024 Direct Rate	OH Rate 159.89%	Profit 15%	Total Billing Rate
Black, Bryan	\$96.10	\$153.65	\$37.46	\$287.22
Capelle, Ryan	\$76.90	\$122.96	\$29.98	\$229.83
Deerkop, John	\$80.14	\$128.14	\$31.24	\$239.52
Fossum, Ryanna	\$48.85	\$78.11	\$19.04	\$146.00
Hadacek, Robert Tyler	\$71.90	\$114.96	\$28.03	\$214.89
Horne, Ariana	\$31.01	\$49.58	\$12.09	\$92.68
Jacangelo, Joseph	\$136.79	\$218.71	\$53.33	\$408.83
Kittredge, Chris	\$90.48	\$144.67	\$35.27	\$270.42
Kitts, Christopher	\$56.56	\$90.43	\$22.05	\$169.04
Lim, Aldridge	\$43.68	\$69.84	\$17.03	\$130.55
Nishihara, Andrew	\$67.24	\$107.51	\$26.21	\$200.96
Odell, Adam	\$68.70	\$109.84	\$26.78	\$205.33
Perkins, Matthew	\$72.80	\$116.40	\$28.38	\$217.58
Philbrick, Danielle	\$44.24	\$70.74	\$17.25	\$132.22
Price, Michael	\$130.88	\$209.26	\$51.02	\$391.17
Pugel, Kim	\$55.09	\$88.08	\$21.48	\$164.65
Rogers, Sarrina	\$23.35	\$37.33	\$9.10	\$69.78
Sanchez, Eric	\$61.25	\$97.93	\$23.88	\$183.06
Saptarishy, Shivani Amol	\$44.63	\$71.37	\$17.40	\$133.40
Silva, Wes	\$67.10	\$107.29	\$26.16	\$200.54
Thomson, Sean	\$49.53	\$79.19	\$19.31	\$148.03
Zavala, Tom	\$98.71	\$157.83	\$38.48	\$295.02



**Washington State
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7345 Linderson Way SW
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TTY: 1-800-833-6388
www.wsdot.wa.gov

September 5, 2023

MacKay Sposito, Inc.
18405 SE Mill Plain Blvd, Suite 100
Vancouver, WA 98683

Subject: Acceptance FYE 2022 ICR – Risk Assessment Review

Dear Jyoti Sohi:

Based on Washington State Department of Transportation's (WSDOT) Risk Assessment review of your Indirect Cost Rate (ICR), we have accepted your proposed FYE 2022 ICR as follows:

- Home Rate: 167.63% of direct labor
- Field Rate: 133.73% of direct labor

This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email consultantrates@wsdot.wa.gov.

Regards,

Schatzie Harvey
[Schatzie Harvey \(Sep 5, 2023 12:08 PDT\)](#)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:leg

Actuals Not To Exceed Table (ANTE)

COV Water Station 4 PFAS Treatment System MacKay Sposito, Inc 18405 SE Mill Plain Blvd, Suite 100 Vancouver, WA 98683 Updated 02/28/2024				
Job Classifications (Empty Types)	Direct Labor Rate NTE*	Overhead NTE*	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
		167.63%	30.00%	
Accounting Manager	\$60.00	\$100.57	\$18.00	\$178.57
Administrative Assistant	\$35.88	\$60.15	\$10.76	\$106.79
Administrative Coordinator	\$37.70	\$63.20	\$11.31	\$112.21
Administrative Manager	\$60.00	\$100.57	\$18.00	\$178.57
Public Involvement Coordinator	\$33.54	\$56.22	\$10.06	\$99.83
Public Involvement Associate/Mgr.	\$64.00	\$107.29	\$19.20	\$190.49
Creative Designer	\$25.48	\$42.71	\$7.64	\$75.84
Clerical	\$24.96	\$41.84	\$7.49	\$74.29
Design Technician I	\$31.20	\$52.30	\$9.36	\$92.86
Design Technician II	\$33.80	\$56.66	\$10.14	\$100.60
Design Technician III	\$37.96	\$63.63	\$11.39	\$112.98
Design Technician IV	\$41.60	\$69.73	\$12.48	\$123.81
Engineer I	\$35.88	\$60.15	\$10.76	\$106.79
Engineer II	\$39.00	\$65.38	\$11.70	\$116.08
Engineer III	\$43.16	\$72.35	\$12.95	\$128.46
Engineer IV	\$44.20	\$74.09	\$13.26	\$131.55
Engineering Manager	\$68.50	\$114.83	\$20.55	\$203.89
Environmental Manager I	\$50.44	\$84.55	\$15.13	\$150.12
Environmental Manager II	\$69.00	\$115.67	\$20.70	\$205.38
Environmental Specialist I	\$41.08	\$68.86	\$12.32	\$122.27
Environmental Specialist II	\$41.60	\$69.73	\$12.48	\$123.81
Environmental Specialist III	\$43.68	\$73.22	\$13.10	\$130.00
Environmental Specialist IV	\$45.76	\$76.71	\$13.73	\$136.20
GIS Mapping Specialist I	\$41.08	\$68.86	\$12.32	\$122.27
GIS Mapping Specialist II	\$45.24	\$75.84	\$13.57	\$134.65
IT Technician/Support	\$34.32	\$57.53	\$10.30	\$102.15
Land Surveyor I	\$43.68	\$73.22	\$13.10	\$130.00
Land Surveyor II	\$45.76	\$76.71	\$13.73	\$136.20
Land Surveyor III	\$49.92	\$83.68	\$14.98	\$148.58
Land Surveyor IV	\$70.00	\$117.35	\$21.00	\$208.35
Landscape Architect I	\$45.24	\$75.84	\$13.57	\$134.65
Landscape Architect II	\$46.80	\$78.45	\$14.04	\$139.29
Landscape Designer I	\$31.20	\$52.30	\$9.36	\$92.86
Landscape Designer II	\$32.50	\$54.48	\$9.75	\$96.73
Landscape Designer III	\$45.24	\$75.84	\$13.57	\$134.65
Landscape Manager	\$68.50	\$114.83	\$20.55	\$203.89
Natural Resource Specialist I	\$25.48	\$42.71	\$7.64	\$75.84
Natural Resource Specialist II	\$39.52	\$66.25	\$11.86	\$117.62
Natural Resource Specialist III	\$43.68	\$73.22	\$13.10	\$130.00
Natural Resource Specialist IV	\$45.76	\$76.71	\$13.73	\$136.20
Planner	\$44.72	\$74.96	\$13.42	\$133.10
Planning Technician	\$34.84	\$58.40	\$10.45	\$103.69
Principal	\$85.00	\$142.48	\$25.50	\$252.98
Project Accountant	\$39.52	\$66.25	\$11.86	\$117.62
Project Controls Manager	\$39.00	\$65.38	\$11.70	\$116.08
Project Coordinator	\$33.28	\$55.79	\$9.98	\$99.05
Project Engineer	\$57.00	\$95.55	\$17.10	\$169.66
Project Manager - Design	\$65.00	\$108.96	\$19.50	\$193.46
Project Manager - Landscape	\$47.00	\$78.78	\$14.10	\$139.88
Project Manager - Planning	\$75.00	\$125.73	\$22.50	\$223.24
Project Manager - Survey	\$70.00	\$117.35	\$21.00	\$208.35
Senior Planner	\$43.16	\$72.35	\$12.95	\$128.46
Senior Principal	\$120.00	\$201.16	\$36.00	\$357.16
Stormwater Analyst	\$41.60	\$69.73	\$12.48	\$123.81
Survey Manager	\$66.00	\$110.63	\$19.80	\$196.43
Survey Technician I	\$33.28	\$55.79	\$9.98	\$99.05
Survey Technician II	\$35.36	\$59.27	\$10.61	\$105.24
Survey Technician III	\$39.52	\$66.25	\$11.86	\$117.62
Survey Technician IV	\$43.68	\$73.22	\$13.10	\$130.00

June 2, 2023

Gregory Fischer, President
Shannon & Wilson, Inc.
P.O. Box 300303
Seattle, WA 98103-9703

Dear Mr. Fischer:

We have performed a cognizant review of the audit, and supporting workpapers, of the Shannon & Wilson, Inc. Statement of Direct Labor, Fringe Benefits, and General Overhead for the year ended 12/31/2022 in accordance with our role as Cognizant Agency as defined in 23 U.S.C. 112(b)(2)(c) and 23 CFR 172.3 and 172.7. BPM, LLP performed the audit. The CPA represented that the audit was conducted in accordance with the *Government Auditing Standards*, as promulgated by the Comptroller General of the United States of America, and the audit was designed to determine that the indirect cost rate was established in accordance with Cost Principles contained in the Federal Acquisition Regulation, 48 CFR Part 31. We performed our cognizant review in accordance with the *AASHTO Review Program for CPA Audits of Consulting Engineers' Indirect Cost Rates*.

In connection with our cognizant review, nothing came to our attention that caused us to believe that the audit, and supporting workpapers for the Statement of Direct Labor, Fringe Benefits, and General Overhead, and the related Auditor's Reports, we reviewed did not conform in all material respects to the aforementioned regulations and auditing standards. Accordingly, we recommend acceptance of the following rates:

Combined/Corporate: 170.58%
Facilities Capital Cost of Money (FCCM): 0.24%

Sincerely,



Jarron Elter
Agreement Compliance Audit Manager

cc: Steve McKerney, Director of Internal Audit
Jeff Tawney, Assistant Director of Internal Audit
Schatzie Harvey, Contracting Services Manager
File

Certification of Final Indirect Costs

Firm Name: Shannon & Wilson, Inc.

Indirect Cost Rate Proposal: 170.58% plus 0.24% FCCM

Date of Proposal Preparation (mm/dd/yyyy): 6/1/2023

Fiscal Period Covered (mm/dd/yyyy to mm/dd/yyyy): 01/01/2022 - 12/31/2022

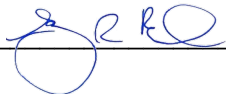
I, the undersigned, certify that I have reviewed the proposal to establish final indirect cost rates for the fiscal period as specified above and to the best of my knowledge and belief:

1.) All costs included in this proposal to establish final indirect cost rates are allowable in accordance with the cost principles of the Federal Acquisition Regulations (FAR) of title 48, Code of Federal Regulations (CFR), part 31.

2.) This proposal does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

Signature: _____



Name of Certifying Official* (Print): Gregory R. Fischer

Title: President

Date of Certification (mm/dd/yyyy): 6/1/2023

*The "Certifying Official" must be an individual executive or financial officer of the firm at a level no lower than a Vice President or Chief Financial Officer, or equivalent, who has the authority to represent the financial information utilized to establish the indirect cost rate for use under Agency contracts.

Ref. FHWA Directive 4470.1A available on line at:
<http://www.fhwa.dot.gov/legregs/directives/orders/44701a.htm>

SHANNON & WILSON, INC.
ACTUALS NOT TO EXCEED TABLE (ANTE)
WSDOT
Labor Categories and Rates

2023

Classification	Billing Rate NTE
Senior Vice President/President	\$293.77
Vice President	\$258.41
Senior Consultant	\$271.90
Senior Associate	\$214.80
Consultant	\$218.51
Associate	\$193.68
Senior Professional II/III	\$175.32
Senior Professional I	\$139.06
Professional III/IV	\$132.44
Professional I/II	\$104.76
Instrumentation Specialist	\$157.30
Senior Drafter/Technician	\$135.30
Drafter/Technician IV	\$116.18
Drafter/Technician I/II/III	\$90.64
Senior Office Services	\$132.61
Office Services II/III/IV	\$90.50
Office Services I	\$79.64

Inviced costs may not exceed the NTE rate per classification

Exhibit A – Scope of Work

Stantec Consulting Services Inc.

601 SW 2nd Ave, Suite 1400
Portland, OR 97204
T: (503) 220-5432

Reference: Water Station 4 PFAS Treatment System Design City of Vancouver, WA Phase 1 Scope of Work

February 28, 2024

This scope of work describes professional engineering services to be performed by Stantec Consulting Services, Inc. ("Stantec" or "Consultant") to perform the Water Station 4 (WS-4) PFAS Treatment System Design Project ("Project").

The scope of services includes site investigations, alternatives analysis, detailed design and permitting services. The Scope of Services is divided into four Tasks which are further described in this scope of services.

Task 100 – Project Management
Task 200 – Site Investigation
Task 300 – Alternatives Analysis
Task 400 – Preliminary Design

BACKGROUND

The City of Vancouver (City) has established a model program to address per- and polyfluoroalkyl substance (PFAS) challenges through public/regulatory communications, feasibility/management planning, pilot testing, and design of water treatment systems for several water stations. This Scope of Services is based upon Stantec's current project understanding. WS-4 is located at 4205 E 5th Street in Vancouver, Washington 98661.

WS-4 is one of the City's larger wellfields with a current capacity of 8,500 gpm (12.2 MGD) with a plan to expand to the full water right of 10,700 gpm (15.4 MGD). The scope of this work will include development of a PFAS treatment facility, onsite sodium hypochlorite generation (OSHG), and fluoride system upgrades to the full water right. Additional work includes all piping, groundwork, buildings, structures, pavement, electrical, communications and all other relevant work to develop a complete and working system.

PFAS treatment technology includes the use of either granular activated carbon (GAC) or anion ion exchange (IX) media to adsorb PFAS components from the water to the media. The media is then disposed or regenerated. Bench and Pilot scale PFAS treatment has been conducted at WS-4 to help drive the decision-making process for the best treatment alternative for the WS-4 site. Both GAC and IX options have been evaluated.

Chemical treatment currently includes chlorine gas disinfection and fluoride saturation. As part of the RFQ, the City wishes to replace chlorine gas with OSHG and will also consider upgrading the fluoride saturator to improve operator safety and efficiency. The City standardizes on PSI-OSHG to provide

reliable and safe sodium hypochlorite solutions at well sites, but would like to evaluate other alternatives at WS-4.

This scope also includes non-design related tasks as described below. These include: Phase 2 scoping, geotechnical investigation, and assistance in identifying and complying with requirements to secure state revolving fund (SRF) funding for the project, and engineering services during construction.

To complete the scope of work, the Consultant has assembled a limited number of subconsultants to assist and complement its own internal staff and capabilities as shown in **Table 1**.

Table 1: Consultant Team Roles

Role	Company	Responsibility
Prime Consultant	Stantec Consulting Services, Inc.	Project Management, Process and Building Mechanical design, Structural design, Electrical/I&C/, Architectural Design, Funding/SRF compliance, Construction Support, Cost Estimating, QA/QC
Subconsultant	Shannon and Wilson	Geotechnical Investigations and Site Recommendations
Subconsultant	Mackay Sposito	Permitting, Site Civil Design, Landscape Architecture

GENERAL PROJECT ASSUMPTIONS:

The following key assumptions were used when determining the scope, schedule, and level of effort. These assumptions are in addition to those included in the Scope of Services.

- Stantec will provide design services for the project, including but not limited to development of contract drawings, specifications, calculations and other documents.
Additional pilot- or bench-scale testing of treatment technologies by Consultant is not required.
- This scope of work included preliminary design. Detailed and final design and construction support services will be addressed in subsequent contract amendments.
- Acoustical or sound services are not included.
- Site illumination modeling is not included.
- Submittals will be in electronic format unless as noted.

City Provided Services:

- Site survey and preparation of basemap with horizontal and vertical datum for site and treatment improvements, including:
 - Existing buildings' exterior and roof overhangs
 - Property parcel, right-of-way boundaries
 - Location of existing site underground utilities
 - Location of existing utilities in the right-of-way
 - Existing stormwater manholes in right-of-way
 - DTM/TIN surface with elevations
 - Existing trees 6" diameter breast height (DBH) and greater on City property and adjacent properties where canopy overhangs City property and root zone that could be impacted by improvements
 - Sewer manhole on NE 76th Circle, owned by Clark Regional Wastewater District (CRWWD), and properties in adjacent right-of-way
 - City to survey location and elevation of geotechnical borings in a second trip
 - City will located and mark water utilities on the site

- City will locate all other utilities onsite or coordinate with other utilities for locates if there are other non-City owned utilities in an easement through the site
- City will pothole critical water utilities on the site if required
- City to provide site survey basemap in Autodesk Civil 3D format
- Outreach and notification as required for SEPA
- City will make its facilities accessible to Stantec as required for Stantec's performance of its services.
- City will give prompt notice to Stantec when City observes or becomes aware of developments that affect the scope or timing of Stantec's services, or of defects in the work of Stantec
- City will participate in regularly scheduled project status meetings
- City will provide pilot-testing information
- Permitting will be assisted by the City and/or Contractor
- City will provide a compiled set of comments on draft deliverables

TASK 100 – PROJECT MANAGEMENT

The intent of this Task is to manage task and phase budgets, schedule, staffing, and coordinate project progress. Stantec will coordinate meetings, discussions, and correspondence with the City. Specific project management activities include:

- Manage scope, budget, schedule, and staff for contracted services.
- Manage labor expenditures against budgetary amounts and anticipated progress.
- Meet with the City's PM weekly to discuss overall scope, schedule and budget. Project meeting will be up to one hour in length, each.
- Submit project progress reports and invoices monthly.
- Monitor and report any activities that may result in scope changes, expansion, or deletion, as well as any activities that may alter the project approach.
- Maintain action, decision and change logs.
- Participate in periodic and regular meetings with City staff.
- Project Kickoff meeting (one hour) and site visit
- Project Manager to participate in pre-application meetings and subsequent coordination meetings for land use process

This task also includes development of scope, fee, and schedule for Phase 2 work, which will include the following:

- Detailed design
- Bidding services
- Permitting support
- Engineering services during construction (ESDCs)
- Construction management (optional)

Deliverables:

- Monthly Project schedule updates
- Monthly Invoices and Progress Reports
- Minutes for kickoff and regular progress meetings
- Minutes for land use pre-application meeting
- Draft and final scope of work, fee estimate, and schedule for Phase 2 work

Assumptions:

- Anticipated Phase 1 duration is 4 months
- All deliverables will be in both PDF and Word format, as applicable
- With exception of site visits and workshops, meetings will be virtual

TASK 200 – SITE INVESTIGATION

Stantec and its team of subconsultants will investigate the WS-4 site to compile a detailed picture of the existing conditions. The site investigation will include site survey, geotechnical investigation and permitting support and will be split up into the following subtasks:

Task 210: SRF Requirements and Permitting

The purpose of this task is to identify any requirements for obtaining outside funding, including drinking water state revolving fund (DWSRF) and other potential funding sources identified by the City. The following activities will be performed to support compliance:

- Development of a high-level plan for achieving compliance, out-lining requirements, deadlines, and responsible parties
- Track requirements and deadlines

Stantec's team will complete a Draft SEPA Environmental Checklist during the preliminary design phase of the project based on the 30% design drawings. The following activities will be conducted for SEPA compliance:

- Conduct research and use information from field investigations for other tasks to complete a Draft SEPA Environmental Checklist for the project's preliminary design.
- Prepare the Draft SEPA Environmental Checklist using the City of Vancouver's template, which is formatted to include the required information Stated in WAC 197-11-960 and address subject areas including Earth, Air, Water, Plants, Animals, Energy and Natural Resources, Environmental Health, Noise, Land and Shoreline Use, Housing, Aesthetics, Light and Glare, Recreation, Historic and Cultural Preservation, Transportation, Public Services, and Utilities.
- Attend virtual coordination meetings for SEPA determination as required by City staff

Stantec's team will also conduct an onsite wetland and fish and wildlife habitat conservation areas critical areas assessment, including an Oregon white oak functional assessment. The team will also determine any onsite buffers and provide them as a CAD file for inclusion in the base mapping (if identified), and provide a critical areas report.

Stantec's team will prepare a Pre-Application Conference application package and attend the virtual Pre-Application Conference. The application package will include a narrative, a site plan, and architectural support as required.

Deliverables:

- SRF Compliance Plan
- Draft SEPA checklist
- Two (2) GIS figures to accompany the SEPA checklist and to meet submittal requirements.
- Pre-Application Conference application package meeting City of Vancouver submittal requirements
- Participation by two additional Stantec team members at pre-application meeting
- Draft and final critical areas report that meets City of Vancouver code requirements which could be used to support future phase permitting efforts.
- Site mapping showing restricted buffer areas if found.

Assumptions:

- SRF funding requirements will be incorporated into specifications
- City will complete quarterly funding compliance reporting
- SEPA Environmental Checklist will be finalized in final design (Phase 2) of the project
- NEPA will be addressed in Phase 2, if needed
- City will prepare and publish a Determination of Non-Significance, based on the Final SEPA Checklist (prepared in Phase 2), if warranted

- No Environmental Impact Statement will be required to satisfy SEPA review/documentation for the project.
- Cultural resources investigations and wetland delineation results will be summarized in the Draft SEPA Checklist
- Cultural resources investigations (provided by City) and wetland and fish wildlife habitat area critical area results will be summarized in the draft SEPA checklist
- Critical area field work can be completed by two biologists in one day
- Critical area boundaries, including the drip line of all onsite Oregon white oak(s), will be collected by City of Vancouver survey staff. No GPS of boundaries is included.
- Critical area impact assessments and mitigation planning is not included in this phase
- Washington Department of Health (DOH) will be responsible for submitting DAHP/Tribal notifications
- Public notices will be issued by City, and SEPA determination will be made by City as part of the land-use process
- The City will pay all jurisdictional submittal and review fees

Task 220: Geotechnical Investigation

The purpose of this task is to conduct a geotechnical study used to develop design parameters for the project. Work will include field drilling, soil sampling, laboratory analysis and development of a geotechnical report. The geotechnical report will consist of recommendations for foundations for equipment and assist in seismic analysis of the structures. The following activities will be performed:

- Attend project kickoff meeting with City to identify limits of field investigations.
- Plan geotechnical borings and investigation:
 - Review existing soils data in the site vicinity and the proposed site configuration to develop a subsurface exploration plan that includes up to two geotechnical drilled borings and two cone penetration (CPTs). Based on a preliminary review of the mapped geology at the site, the borings and CPTs will be advanced to depths between 30 and 70 feet below the existing ground surface at the site or practical refusal using CPT or mud rotary drilling methods.
 - If DWSRF funding is used, a geotechnical site investigation work plan will be provided by Stantec and submitted by the City to DOH prior to the geotechnical investigation.
- Monitor boring work.
- Develop a laboratory testing program based on the results of the geotechnical borings and CPTs. The following tests are included as part of the scope:
 - 6 moisture content determinations (ASTM D2216)
 - 2 sieve with hydrometer analyses (ASTM D422)
 - 2 fines content determinations (ASTM D1140)
 - 4 Atterberg limits tests (ASTM D4318)
 - 2 one-dimensional consolidation tests (ASTM D2435)
 - Corrosion testing on two samples (DIPRA plus chlorides).
- Request utility-locates and pre-mark.
- Two days of field work is anticipated. If shallow rock is encountered, a maximum of 10 feet of rock core will be recovered in one of the boring.
- Install a vibrating wire piezometer and to monitor groundwater levels.
- Perform geotechnical analysis and provide recommendations to support:
 - Settlement estimates due to site filling and loading from new site structures
 - Global stability analysis of slopes or retaining walls as required
 - Building foundations including both shallow and deep foundations (if required)
 - Backwash/IX Flush Tank foundation
 - Meter vault subgrade/backfill/shoring/lateral earth pressures (including traffic surcharge pressures)/conceptual dewatering alternatives
 - Pipe bedding/backfill/conceptual shoring and dewatering alternatives
 - Pavement design
- Prepare a geotechnical data report (GDR) containing the boring logs, CPTs, and the results of the laboratory testing.

- Evaluate the seismic hazards including the determination of the seismic site class, and potential for liquefaction and lateral spread to the depths explored in borings and CPTs, and the potential for surface fault rupture.
- Prepare a geotechnical engineering report (GER) containing the results of the geotechnical analyses to support design development and City of Vancouver permitting process.

Deliverables

- Draft and final geotechnical site investigation work plan if required by the City for DWSRF funding
- Draft and final Geotechnical Design Report
- Draft and final Geotechnical Data Report

Assumptions:

- City staff will coordinate access to the WS-4 site.
- No contamination is expected to be encountered and soils will be disposed of at a site that accepts clean fill.
- Two CPTs will be advanced to a maximum depth of 50 feet below the existing ground surface.
- Traffic loads will be provided by others for pavement design.
- Structures will have a period of less than 0.5 seconds, and Stantec's subconsultant will provide a code-based design spectrum. No site-specific design spectrum will be required.
- If liquefaction is identified as a potential hazard Stantec's team will provide conceptual mitigation strategies and recommendations and recommendations for shallow and deep foundations (if required).
- If required, dewatering and shoring evaluations will be conceptual in nature and the final design will be performed by the construction contractor and design professionals retained by the contractor
- Stantec will not retain a private conductive utility locate in addition to calling in a public utility locate, and the City will be responsible for locating utilities and any utility strikes that occur in areas cleared by the City
- Any permit fees required by drilling will be paid by the City
- New structures will not be buried greater than 10 feet in depth
- All removed soils will be non-hazardous.
- Test pits will be backfilled, compacted and returned to the condition they were in previously.
- The dog park will be temporarily closed during the geotechnical investigation depending on the location of the borings.

Task 230: Review Site Background Information

This task will collect and review background information, if available:

- City will provide best available existing site plans which include the electrical service location and other utilities; and data communication.
- Record drawings for existing WS-4 facilities for all design disciplines
- Buried utility maps
- Existing supervisory control and data acquisition (SCADA) communication infrastructure
- Pump curves for installed pumps
- Water quality data for WS-4
- Existing Geotechnical Report(s)

Assumptions:

- The City will provide the requested information that is available within 10 working days of request in electronic format.

TASK 300 – PRELIMINARY DESIGN

The purpose of this task is to review the existing pilot data, evaluate PFAS treatment alternatives, review record drawings, the geotechnical report, and site survey to produce a conceptual site design and layout. Task 300 will be split up into the following subtasks:

Task 310: Virtual Site Tours

This task will be to provide virtual tours of the following facilities:

- Facilities with similar sized OSHG systems with manufacturers other than PSI Microchlor to provide operator experience with alternate systems
- PFAS treatment facilities using anion exchange

Following the tours, Consultant will lead a debrief meeting to discuss lessons learned and any resulting project decisions.

Deliverables:

- Tour and meeting notes

Assumptions:

- Up to (2) virtual tours will be provided

Task 320: Treatment Selection

This task will be developed to review existing data from the pilot performed at WS-4 and select a treatment alternative based on a granular activated carbon (GAC) or anion ion exchange (IX) treatment media for PFAS removal. Historical water quality will also be reviewed. A planning level capital and operations and maintenance (O&M) cost comparison between GAC and IX will be provided, along with a evaluation of flexibility switch treatment media in the future. The selection of treatment media will drive design of the treatment system layout. Stantec will meet with the City in a workshop to review previous findings or assumptions (if any) and will discuss pro and cons for each treatment methodology. Stantec will summarize the team's findings in a brief technical memorandum describing the selected treatment alternative with companion evaluation and selection criteria.

Deliverables:

- Draft and Final Preliminary Alternatives Analysis and Treatment Selection Workshop agenda and minutes
- Draft and Final Alternatives Analysis and Treatment Selection Technical Memorandum

Assumptions:

- None

Task 330: Treatment Configuration / Location / Hydraulic Analysis

This task includes a location and hydraulics analysis, summary, and considerations with selection of the preferred alternative. Evaluation will include existing / proposed system hydraulics to provide the suggested location of the treatment vessels. The new PFAS treatment vessels can be located downstream of either the wellhead pumps or the booster pumps. Depending on the location of the treatment vessels, either the wellhead pumps or the booster pumps may be required to be upgraded to account for the increased headloss through the pressure vessels. If the treatment vessels are located downstream of the booster pumps, higher pressure ratings may be required for the treatment vessels. Treatment location effects on water quality including chlorine contact time will also be evaluated along with operations of surge relief valves downstream of the booster pumps. Stantec will analyze the system hydraulics for these two alternatives. Other alternatives to be reviewed include site configuration,

architecture, backwashing, and level of automation. The evaluation will be summarized in a technical memorandum.

Deliverables:

- Draft and final Treatment Location and Hydraulics workshop agendas and minutes
- Draft and final Treatment Location and Hydraulics Technical Memorandum
- Proposed site plan renderings
- Preliminary drawings including the following:
 - Process flow diagram
 - Site plans with renderings

Assumptions:

- None

Task 340: Pre-Purchase Evaluation

In order to meet the upcoming Federal MCL, Stantec will evaluate pre-purchasing key equipment including:

- PFAS treatment equipment
- Electrical equipment including generators and switchgear
- Confirm documentation required for pre-purchasing equipment and integrate federal requirements into any pre-purchasing approaches

Stantec will evaluate the project schedule and coordinate with vendors to identify any equipment that should be pre-purchased in order to meet the construction schedule. Stantec will summarize the findings in a technical memorandum and review with the City in a workshop setting.

Deliverables:

- Draft and Final Pre-Purchase Evaluation workshop agenda and minutes
- Draft and Final Pre-Purchase Evaluation Technical Memorandum

Assumptions:

- Development of pre-purchase documents or providing bid support would be included as part of Phase 2, if required

Task 350: OSHG and Fluoride Operations Evaluation

WS-4 has an existing building used for gaseous chlorine and fluoride storage and feed. Both systems will be replaced with this project, with the gas chlorine being upgraded to OSHG. These systems will be co-located in a new building. The following components will be evaluated for the new fluoride saturator feed system:

- System sizing
- Containment
- Ventilation requirements

For the new OSHG system the City would like to evaluate available vendors capable of supplying a large system for WS4. The following components will be evaluated:

- System sizing
- Manufacturer/available systems
- Operations and maintenance history and repair availability
- Containment
- Ventilation requirements

Stantec will present the results of the evaluation in a workshop setting. Decisions made in the workshop will be incorporated into the 30% design deliverables.

Deliverables:

- Draft and Final OSHG and Fluoride Operations workshop agenda and minutes

Assumptions:

- None

Task 360: Conceptual Design Layout

This task will establish the proposed site layout to be used during 30% design. This will involve the following activities:

- Perform preliminary selection of treatment equipment
- Develop conceptual layouts, preliminary access road and pipeline alignments.
- Discuss equipment preferences, such as valves and instruments
- Determine methods for equipment access
- Develop approach for construction phasing
- Methods for future expansion
- Design Workshop with the City to discuss general layout and site related considerations.

Deliverables:

- Design Workshop
- Conceptual layout sketches for WS-4 improvements

Assumptions:

- Design Workshop will be a 2-hour meeting.
- Conceptual layouts will be sketches on the existing site plan.

TASK 400 – PRELIMINARY DESIGN

Task 410: Project Engineering Report

A project engineering report (PER) will be developed to include and meet DOH requirements. The purpose of this task is to provide a basis for the project design in line with the selected PFAS treatment media, fluoride and OSHG systems; including development of design criteria, discipline coordination, preliminary calculations, and decisions. Key project decisions will be made and confirmed through a series of design workshops. The Consultant will provide meeting agendas, facilitate the workshops, and then record decisions and action items in logs. At the end of this phase, the meeting records would be compiled and submitted to document the basis for the PER. Activities for this task include:

- Develop design criteria and establish relevant codes for all disciplines.
- Develop CAD Standards
- Provide a list of anticipated drawings and specifications
- Research required frontage improvements along adjacent streets
- Perform Stantec's Quality Assurance and Quality Control (QA/QC) review
- Conduct Pre-Design review meeting (workshops), including:
 - Site layout based on the Alternatives Analysis in Task 310
 - Site Geotechnical and Civil
 - Review of underground utilities, site access, storage, chemical and treatment media delivery routes, and site security
 - Instrumentation and Control; site electrical.
 - Building configuration, occupied space needs (bathrooms, offices, etc.) interior egress routes, and architectural treatments

- Key decisions will include:
 - Process mechanical design concepts, including PFAS treatment system, wash water handling, and piping and discussion of pumps and motors, piping and valves;
 - Building mechanical criteria for ventilation, heating and cooling for equipment rooms, and fire suppression system review
 - Structural criteria, including codes and standards, design loads, seismic design requirements, safety factors, and materials.
 - Electrical criteria and concepts, including power supply, site lighting, equipment, telemetry, and controls.
 - Instrumentation and control (I&C) level of automation, instruments and hardware, local and remote networking with existing SCADA.
 - Preliminary construction sequencing plan
 - Equipment layout on the site

Deliverables:

- Draft and final Preliminary Engineering Report
- Draft and final workshops' minutes and agenda

Assumptions:

- The City will contract separately with its preferred system integrator. The City's system integrator will participate in design meetings and prepare the control system design.
- The City will submit the PER to DOH for approval.
- The existing Water System Plan contains sufficient up-to-date information that can be extracted to meet DOH requirements for the PER.

Task 420: 30% Design and Opinion of Probable Construction Cost

This task will continue to identify and resolve design decisions. 30% level drawings will be developed to convey and document the design concept. This subtask will be accomplished through a series of activities to include:

- Design management and coordination
- Site visit by key disciplines
- Develop design criteria and establish relevant codes for all disciplines.
- Coordinate with equipment and material manufacturers and obtain product data.
- Develop an equipment tag numbering scheme.
- Prepare a building information model (BIM) representing the design with 3-dimensional visualization to a 30% completion level.
- Prepare equipment and instrumentation lists.
- Prepare site drawings to a 30% completion level.
- Prepare a list of specifications for the project.
- Perform Stantec's Quality Assurance and Quality Control (QA/QC) review.
- Meet with City to review the Building Information Model and drawings.
- Respond to comments made by City and meet to resolve comments and responses.
- Process Mechanical: develop treatment system designs, draft specifications, and 3D design models for PFAS and chemical systems.
- Civil: Develop preliminary site layout with construction staging, yard piping, site grading and drainage, new pavement, drainage plan, 30% civil sheets (up to 6) with enough detail so that they can be used to start the Land Use process (if required)
- Landscape: develop materials to support permit pre-application meetings, prepare landscape plan, planting plan, tree plan.
- Structural: evaluate geotechnical investigation results, establish site class for seismic resiliency, provide preliminary design of structures, conform to IBC 2018 and ASCE 7-16 codes

- Architecture: propose building materials, develop code review, provide materials for land use pre-application meeting including renderings and description, support public outreach, design for energy code.
- Building mechanical: determine needed systems and design criteria for plumbing, HVAC, and fire protection. No drawings are anticipated.
- Instrumentation & Control (I&C): establish desired level of automation and City preferences for I&C, identify communication requirements for new treatment system integration with City's existing SCADA system, identify electronic security preferences, develop control description and drawings: communication network, Process & Instrumentation Diagrams.
- Electrical: conduct site visit, establish power requirements for site improvements, propose power improvements, evaluate standby power needs, prepare power one-line diagram.
- 30% drawings will be used to develop a Class 5 cost estimate.

Deliverables:

- 30% design drawings in both PDF and DWG format
- Specifications table of contents
- 30% design workshop minutes and agendas
- Association for the Advancement of Cost Engineering (AACE) Class 5 level cost estimate

Assumptions:

- City staff will provide review comments in a workshop setting.
- The 30% drawings will not be revised based on City comment. Stantec will prepare a comment-response log and review responses with the City. The comment-response log will be used to start the 60% design drawings and be integrated into the design during Phase 2.
- Drawings will be prepared using Stantec CAD standards with the exception of the cover sheet. A combination of Revit and AutoCAD version 2022 will be used.
- A maximum of 64 drawings are anticipated.
- No changes to pedestrian and vehicular access to the existing buildings are required.
- The City will provide a list of any preferred manufacturers of equipment.
- Street improvements in the ROW, curb and gutter, a driveway, or pavement are not required.
- The following are not required under Phase 1: SWPPP, drainage Technical Information Report, stormwater treatment BMPs for site runoff, detention, storm drain improvements in the ROW, or extensive stormwater quality treatment.
- PFAS backwash supply will be provided directly from the distribution system.
- The City will provide power consumption records for the site for last two years.

Task 430: DOH Engagement and Coordination

Coordinate meeting with DOH, City, and Stantec during the preliminary design phase as the PER is being submitted to review project design criteria and to familiarize DOH with the overall approach.

Deliverables:

- One virtual meeting with DOH, City, and Stantec attended by up to three Stantec team members
- Meeting agenda and minutes

Assumptions:

- One virtual meeting with DOH, City, and Stantec attended by up to three Stantec team members
- Meeting agenda and minutes

Task 440: Public Outreach

Stantec communications support team to provide City public outreach materials or support council presentations with graphics and project highlights.

Deliverables:

- One site graphic and site rendering
- One project handout type document

Assumptions:

- In person attendance at council meeting is not included
- Support limited to 40 hours for Phase 1

TASK 800 – UNANTICIPATED SERVICES***Task 810: Phase 1 Unanticipated Services***

Provide budget allowance for potential additional work requested by the City. No work will be completed under this task without written approval and direction from the City. The budgeted amount for unanticipated services is as provided in Attachment D.

Deliverables:

- To be determined

Assumptions:

- Stantec will prepare a change request describing each additional and identifiable task under this allowance. The change request will include a short description of the added scope with budget to be authorized prior to proceeding, unless otherwise directed in writing by the City.
- City to provide direction and authorization for requested additional work, if needed

DESIGN FEE

All work described in this Scope of Services will be performed for a not-to-exceed price of \$635,349 as shown in Attachment D.

ADDITIONAL ATTACHMENTS

Provided attachments are as follows; note that this Scope of Services for Phase 1 is Attachment A:

- Attachment B – Preliminary Drawing List
- Attachment C – Draft Schedule
- Attachment D – Fee

Regards,

Stantec Consulting Services Inc.



Andrew Nishihara, PE, ENV SP

Project Manager

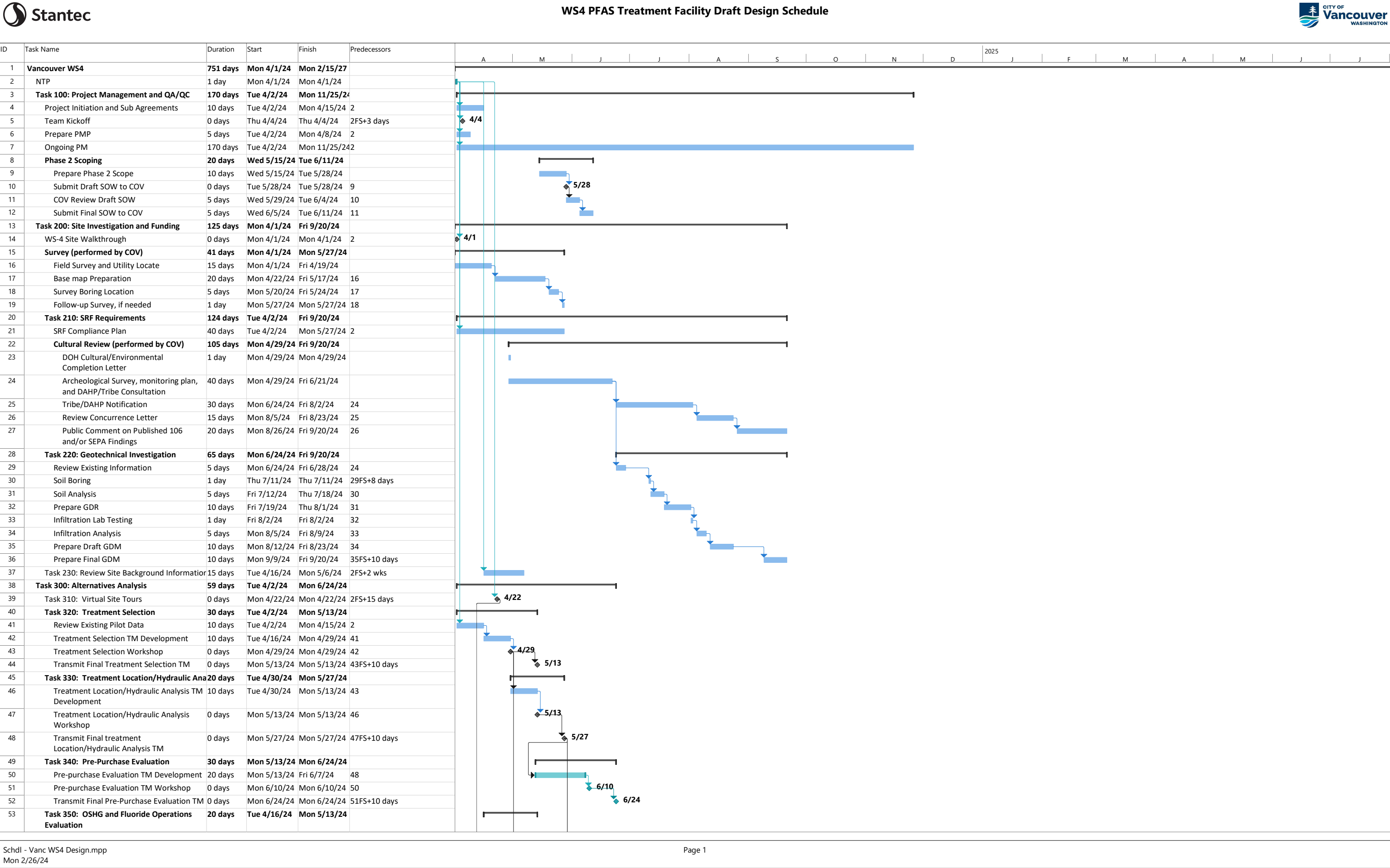
Phone: (503) 220-5432

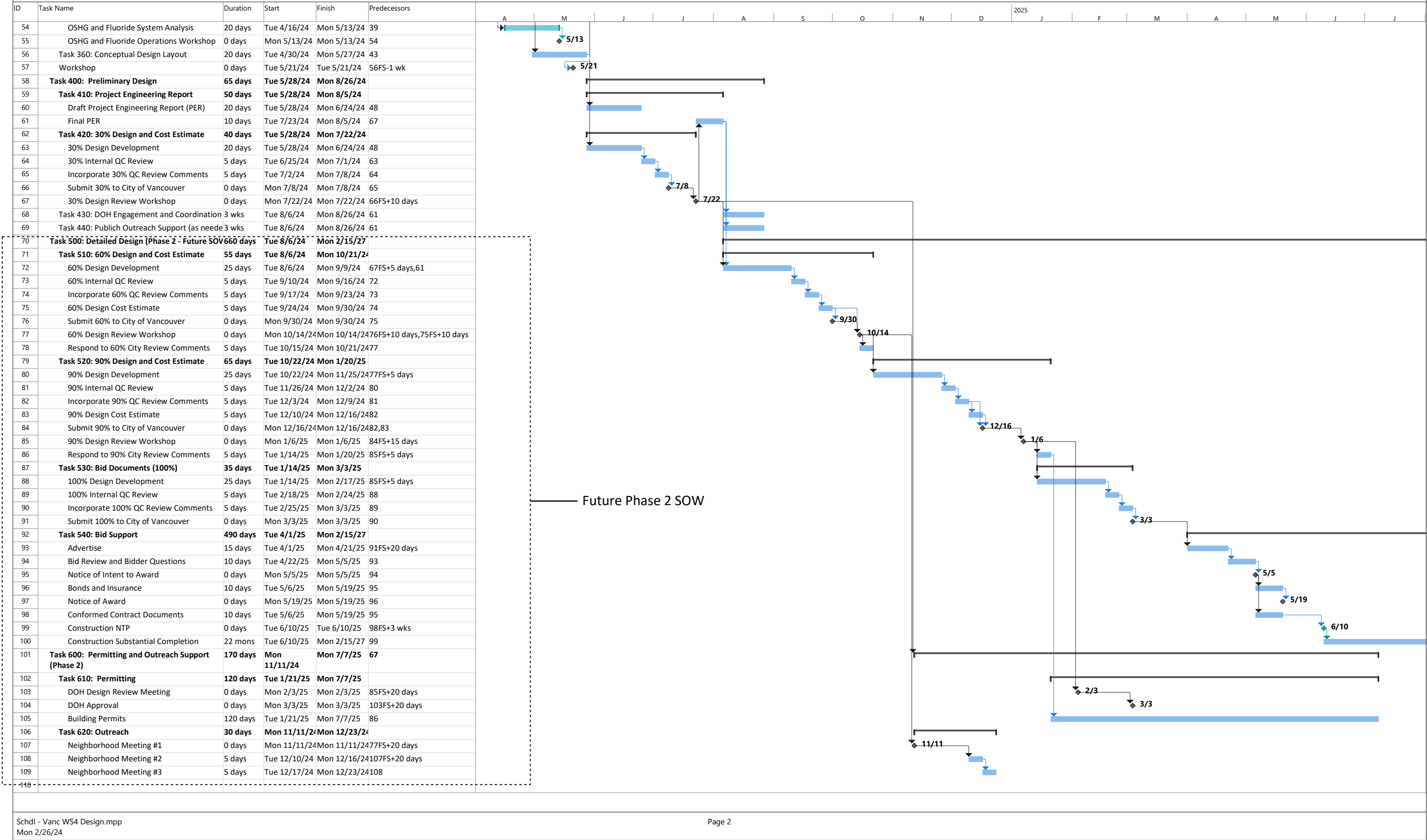
andrew.nishihara@stantec.com

Phase 1 - Preliminary Drawing List

#	Discipline	Sheet No.	Name
General			
001		00G-001	Cover Page
002		00G-002	Drawing Index
003		00G-003	Location Plan and Key Plan
004		00G-004	WTP Isometric View
005		00G-005	Process Flow Diagram
006		00G-006	Hydraulic Profile - Main Process
007		00G-007	Symbols and Abbreviations
008		00G-008	Pipe Schedule - Fluid Abbreviations
009		00G-009	Pipe Schedule - Materials
Civil			
010		00C-001	General Notes and Design Criteria
011		00C-101	Site Layout
012		00C-102	Site Grading and Paving Plan
013		00C-103	Site Stormwater Plan
014		00C-104	Site Erosion Control Plan
015		00C-301	Yard Piping
016		00C-302	Site Sections
Landscape			
017		00L-001	General Notes
018		10L-101	Planting Plan
Architecture			
019		00A-001	General Notes and Schedules
021		20A-101	Floor Plan
022		20A-201	Elevations
024		20A-901	Renderings
025		30A-101	Floor Plan
026		30A-201	Elevations
028		30A-901	Renderings
Structural			
029		00S-001	General Notes and Design Criteria
030		20S-101	Plan
034		30S-101	Plan
Process Mechanical			
038		00D-001	Valve & Equipment Schedules - 1
039		00D-002	Valve & Equipment Schedules - 2
040		00D-501	Mechanical Details - 1
041		00D-502	Mechanical Details - 2
042		00D-503	Mechanical Details - 3
043		20D-102	Plan
044		20D-102	Details
045		20D-301	Sections
046		20D-302	Sections
047		30D-101	Plan
048		30D-301	Details
049		30D-101	Sections
050		30D-102	Sections
051		30D-301	Sections
HVAC			
052		00M-001	Symbols, Notes and Abbreviations
055		20M-101	Plans
056		30M-101	Plans

#	Discipline	Sheet No.	Name
	Plumbing		
057		00P-001	Symbols, Notes and Abbreviations
058		00P-002	Standard Details - 1
	Electrical		
061		00E-601	Single Line Diagram - 1
062		20E-101	Electrical Plans - 1
	Instrumentation & Control		
065		00I-001	Symbols, Legends & Abbreviations - 1
066		00I-002	Symbols, Legends & Abbreviations - 2
067		00I-003	Symbols, Legends & Abbreviations - 3
068		00I-018	SCADA Architecture - 1
069		00I-019	SCADA Architecture - 2
070		20I-601	P&ID - Chem Feed - 1
071		20I-602	P&ID - Chem Feed - 2
072		30I-603	P&ID - GAC/IC - 1
073		30I-604	P&ID - GAC/IC - 2
074		30I-605	P&ID - GAC/IC - 3
075		30I-606	P&ID - GAC/IC - 4
076		30I-607	P&ID - GAC/IC - 5
077		30I-608	P&ID - Pumps - 1
078		30I-609	P&ID - Pumps - 2







Attachment D
Fee - WS4 PFAS
02/28/2024

	PIC	Project Manager	Design Manager	Quality Reviewer	PFAS SME	PFAS SME	PFAS SME	Structural Lead	Funding Lead	Civil Reviewer	Architectural Lead	HVAC Lead
Name	Black, Bryan	Nishihara, Andrew	Odell, Adam	Price, Michael	Jacangelo, Joseph	Capelle, Ryan	Hadacek, Tyler	Perkins, Matthew	Pugel, Kim	Kittredge, Chris	Sanchez, Eric	Saptarishy, Shivani Amol
Project Billing Rate (T&M)	\$300.00	\$250.00	\$225.00	\$300.00	\$300.00	\$250.00	\$250.00	\$225.00	\$200.00	\$225.00	\$225.00	\$225.00
Total Units (T&M)	164.00	260.00	232.00	28.00	12.00	30.00	12.00	92.00	12.00	60.00	132.00	68.00
Fee (T&M)	\$49,200.00	\$65,000.00	\$52,200.00	\$8,400.00	\$3,600.00	\$7,500.00	\$3,000.00	\$20,700.00	\$2,400.00	\$13,500.00	\$29,700.00	\$15,300.00

WBS Code	Task Name	Start Date	End Date	Units											
1	Project Management	2024-04-01	2024-08-31	32.00	64.00	32.00									
2	Site Investigation	2024-04-01	2024-08-31												
2.1	SRF Requirements & Permitting	2024-04-01	2024-08-31		2.00	2.00					4.00	8.00	8.00	4.00	
2.2	Geotechnical Investigation	2024-04-01	2024-08-31	2.00	2.00	2.00									
2.3	Review Site Background Info	2024-04-01	2024-08-31	2.00	8.00	8.00									
3	Alternatives Analysis	2024-04-01	2024-06-30												
3.1	Virtual Site Tours	2024-04-01	2024-06-30	4.00	4.00	4.00									
3.2	Treatment Selection	2024-04-01	2024-06-30	8.00	16.00	8.00	2.00	8.00	8.00	8.00					
3.3	Treatment Location	2024-04-01	2024-06-30	6.00	8.00	4.00		4.00	4.00	4.00					
3.4	Pre-Purchase Eval	2024-04-01	2024-06-30	8.00	12.00	12.00			4.00						
3.5	OSHG and Fluoride Eval	2024-04-01	2024-06-30	8.00	12.00	12.00	4.00								
3.6	Conceptual Design Layout	2024-04-01	2024-06-30	6.00	8.00	8.00	2.00		2.00				8.00		
4	Preliminary Design	2024-06-01	2024-08-31												
4.1	Preliminary Engineering Report	2024-06-01	2024-08-31	24.00	40.00	40.00	4.00		4.00		8.00	4.00	4.00	8.00	8.00
4.2	30% Design	2024-06-01	2024-08-31	60.00	80.00	100.00	16.00		8.00		80.00		40.00	120.00	60.00
4.3	DOH Engagement & Coordination	2024-06-01	2024-08-31	2.00	2.00										
4.4	Public Outreach	2024-06-01	2024-08-31	2.00	2.00										
8	Unanticipated Services	2024-06-01	2024-08-31												
8.1	Phase 1 Unanticipated Services	2024-06-01	2024-08-31												

<i>Electrical and I&C Lead</i>	<i>Senior Cost Estimator</i>	<i>Senior Engineer</i>	<i>Project Engineer</i>	<i>Constructability Lead</i>	<i>Senior CADD Lead</i>	<i>CADD Designer</i>	<i>Project Controls and Support</i>	<i>Communications</i>	<i>Project Accounting</i>	<i>Expenses</i>	<i>Shannon & Wilson</i>	<i>Mackay & Sposito</i>
Deerkop, John	Zavala, Tomas	Thomson, Sean	Philbrick, Danielle	Silva, Wes	Kitts, Christopher	Lim, Aldridge	Horne, Ariana	Fossum, Ryanna	Rogers, Sarrina			
\$225.00	\$200.00	\$180.00	\$165.00	\$200.00	\$190.00	\$150.00	\$125.00	\$175.00	\$125.00	\$1.00	\$1.00	\$1.00
140.00	88.00	220.00	310.00	16.00	102.00	408.00	32.00	32.00	16.00	35,000.00	51,717.00	42,902.00
\$31,500.00	\$17,600.00	\$39,600.00	\$51,150.00	\$3,200.00	\$19,380.00	\$61,200.00	\$4,000.00	\$5,600.00	\$2,000.00	\$35,000.00	\$51,717.00	\$42,902.00

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24.00		24.00		16.00		16.00		5,000.00				
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			4.00									26,918.00
											51,717.00	
		16.00	16.00									

		8.00	8.00		4.00	8.00						
4.00	4.00	8.00	8.00									
4.00	4.00	8.00	8.00									
4.00		16.00	16.00		8.00	16.00						

8.00		20.00	60.00	8.00	8.00	24.00	8.00					
120.00	80.00	120.00	160.00	8.00	80.00	360.00	8.00					15,984.00
			4.00									
			2.00		2.00			32.00				

										30,000.00		
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Project Summary	Hours	Labour	Expense	Subs	Total
Fixed Fee	0.00	\$0.00	\$0.00	\$0.00	\$0.00
Time & Material	2,466.00	\$505,730.00	\$35,000.00	\$94,619.00	\$635,349.00
Total	2,466.00	\$505,730.00	\$35,000.00	\$94,619.00	\$635,349.00

Task Type	Hours	Labour	Expense	Subs	Total
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Time & Material	208.00	\$45,080.00	\$5,000.00	\$0.00	\$50,080.00
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Time & Material	88.00	\$18,280.00	\$0.00	\$78,635.00	\$96,915.00
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Time & Material	28.00	\$5,910.00	\$0.00	\$26,918.00	\$32,828.00
Time & Material	10.00	\$2,450.00	\$0.00	\$51,717.00	\$54,167.00
Time & Material	50.00	\$9,920.00	\$0.00	\$0.00	\$9,920.00

Time & Material	342.00	\$77,080.00	\$0.00	\$0.00	\$77,080.00
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Time & Material	12.00	\$3,100.00	\$0.00	\$0.00	\$3,100.00
Time & Material	58.00	\$15,200.00	\$0.00	\$0.00	\$15,200.00
Time & Material	58.00	\$12,620.00	\$0.00	\$0.00	\$12,620.00
Time & Material	60.00	\$13,560.00	\$0.00	\$0.00	\$13,560.00
Time & Material	60.00	\$13,760.00	\$0.00	\$0.00	\$13,760.00
Time & Material	94.00	\$18,840.00	\$0.00	\$0.00	\$18,840.00

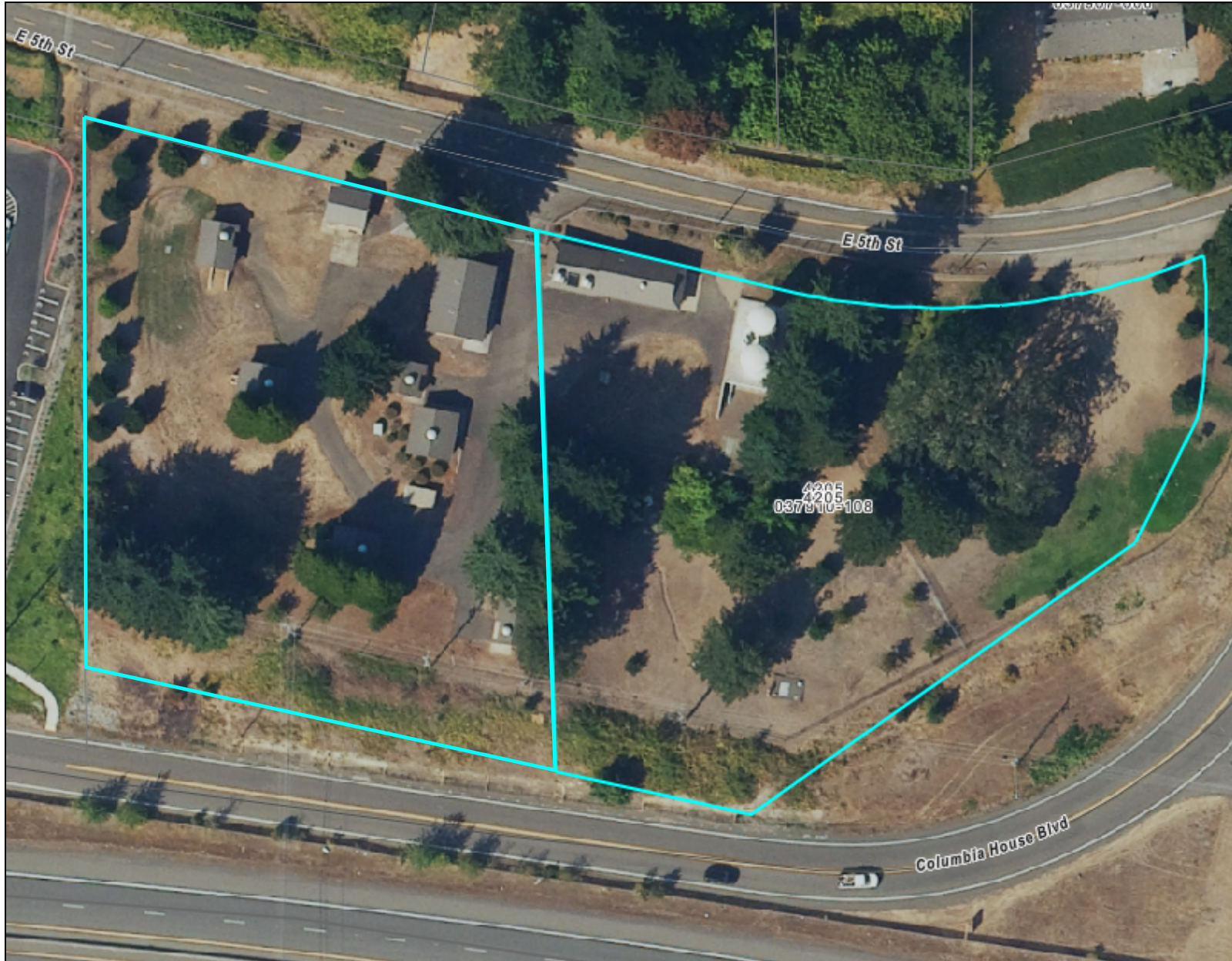
Time & Material	1,828.00	\$365,290.00	\$0.00	\$15,984.00	\$381,274.00
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Time & Material	280.00	\$58,520.00	\$0.00	\$0.00	\$58,520.00
Time & Material	1,500.00	\$297,600.00	\$0.00	\$15,984.00	\$313,584.00
Time & Material	8.00	\$1,760.00	\$0.00	\$0.00	\$1,760.00
Time & Material	40.00	\$7,410.00	\$0.00	\$0.00	\$7,410.00

Time & Material	0.00	\$0.00	\$30,000.00	\$0.00	\$30,000.00
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Time & Material	0.00	\$0.00	\$30,000.00	\$0.00	\$30,000.00
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Water Station 4



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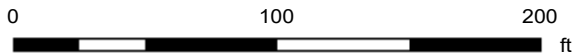


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-  > 78 – 105
-  > 57 – 78
-  > 44 – 57
-  > 35 – 44
-  > 26 – 35
-  11 – 26



Map Generated on 10/10/2023



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Notes

Staff Report: 056-24

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 3/25/2024

SUBJECT Active Net Contract Amendment Approval

Key Points

- The City uses ACTIVENet / Athlactron software for comprehensive Recreation and Special Event program needs.
- Transactions from the existing contract are expected to exceed the current \$300,000 threshold, requiring Council approval.

Strategic Plan Alignment

High Performing Government – a government that is reliable, fiscally responsible, equitable, and open to compromise.

Present Situation

In 2015-2016, the City went through an extensive review of available systems to support robust Parks and Recreation registration and reservation management. At that time, the ACTIVENet / Athlactron software system was determined to be the best product for City needs. This system provides a wide range of functionality including course registrations, payment processing, facility rentals, membership pass management, point-of-sale, reporting, and other Recreation and Special Event program needs. All banking fees are managed by this system and are part of the costs under this contract. The system also has a wide range of user-friendly online functionality.

Parks staff is regularly in communication with peer agencies throughout the Northwest and beyond. Through this engagement, we have had recent conversations about systems in use by other agencies, and we remain confident that ACTIVENet is the best product in the marketplace. In 2022, this contract was extended along with a not-to-exceed amount of \$300,000. Transactions from the existing contract are expected to exceed the current \$300,000 threshold in 2024, requiring Council approval. Of the \$300,000 authorized, less than \$50,000 of contractual capacity remains available for use. The increase in this threshold to a maximum of \$950,000 for the next additional four years, ending December 31, 2027, will enable Vancouver Parks, Recreation & Cultural Services to continue utilizing the system for parks and recreation transactions.

Advantage(s)

1. Allows the City to seamlessly and efficiently continue transactions for Recreation services, facility rentals, etc. For example, in 2023 ACTIVENet processed 16,634 course registrations and 45,721 daily drop-ins.
2. The existing software is fully integrated with other City software systems, including Workday, the City website and other systems.

Disadvantage(s)

There is a cost to use this system, but it also creates many efficiencies that allow us to maximize the number of programs we can offer.

Budget Impact

None. The City will utilize the contract and stay within the current authorized 2023-2024 biennial budget.

Prior Council Review

None

Action Requested

Authorize the City Manager, or designee, to continue to use ACTIVENet / Athlactron software for Recreation and Special Event program needs, up to a maximum of \$950,000 through December 31, 2027.

David Perlick, Parks, Recreation & Cultural Services Director, 360-487-8314

ATTACHMENTS:

- ▣ Contract
- ▣ Product and Services Agreement Contract



CITY OF VANCOUVER
Procurement Services
 (360) 487-8430
 (360) 487-8433 fax
www.cityofvancouver.us
 Federal Tax ID No. 91-6001288

Contract #:	C-100923
Start Date:	May 16, 2022
End Date:	May 15, 2027
Total Contract Amount:	\$300,000.00

Athlactron Holding
 717 N Hardwood St
 Dallas, TX 75201

Submit all invoices and questions to:

Jen Thomas / Jen.Thomas@cityofvancouver.us

Contract Overview

Parks & Rec Management System (software) - Registration and membership management software.

Admin contract to track spending. Continued from RFP 33-15, C-84977. (Exempt from bidding requirements per VMC 3.05.040)

Terms and Conditions

Visit our website at <https://www.cityofvancouver.us/fms/page/terms-and-conditions> to access either the general terms and conditions (Rev. 05/2017) or the Professional Services terms and conditions (Rev. 05/2017), which are applicable if there is no written contract.

Authorized Signature

**PRODUCTS AND SERVICES AGREEMENT
CONTRACT #01470054**

CLIENT INFORMATION			
ORGANIZATION FULL LEGAL NAME:	City of Vancouver, WA	ADDRESS:	City of Vancouver P.O. Box 1995 Vancouver, WA 98668-1995
CONTACT NAME:	Jen Thomas, IT Technical Specialist Parks & Recreation Department	TELEPHONE:	(360) 487-7019
EMAIL:	Jen.thomas@cityofvancouver.us	FAX:	

OVERVIEW OF AGREEMENT		
This document ("Agreement") consists of this cover page, and the following Schedules and Exhibits (check all applicable Appendices)		
x	Appendix 1:	Hosted Software
	Appendix 2:	Licensed Software; Support and Maintenance
x	Appendix 3:	Third Party Products
x		Schedule
x	Exhibit A:	Maintenance Exhibit
x	Exhibit B:	Insurance Requirements Exhibit

NOTE: If Client is tax exempt, certificate must be provided along with signed contract.

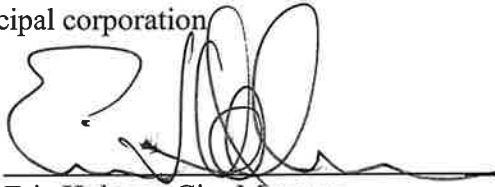
In consideration of the mutual promises and covenants contained in this Agreement, Client and Active hereby agree to be bound by this Agreement. By signing below, Client acknowledges and confirms that it has read this Agreement.

DATED this 29th day of April, 2016.


FOR CLIENT:

CITY OF VANCOUVER,
a municipal corporation

BY:


Eric Holmes, City Manager

Attest:


R. Lloyd Tyler, City Clerk
By: Carrie Lewellen, Deputy City Clerk

FOR ACTIVE:

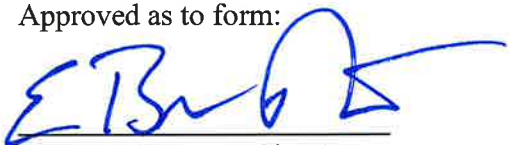
ACTIVE NETWORK, LLC


Signature

Sejal Pietrzak
Printed Name

CAO
Title

Approved as to form:


E. Bronson Potter, City Attorney

Active Network, LLC, 717 N Harwood Street, Suite 2500, Dallas, TX 75201
Telephone: (469) 291-0300

TERMS APPLICABLE TO ALL PRODUCTS AND SERVICES

1. INTERPRETATION

1.1 **Definitions.** For the purposes of interpreting this Agreement, the following terms will have the following meanings:

(a) “**Active**” means Active Network, LLC as referenced on the first page of this Agreement.

(b) “**Affiliates**” of a designated corporation, company or other entity means all entities which control, are controlled by, or are under common control with the named entity, whether directly or through one or more intermediaries. For purposes of this definition “controlled” and “control” mean ownership of more than fifty percent (50%) of the voting capital stock or other interest having voting rights with respect to the election of the board of directors or similar governing authority.

(c) “**Agreement**” means this Products and Services Agreement, inclusive of all Appendices, Schedules and exhibits.

(d) “**Client**” means the legal entity other than Active entering this Agreement.

(e) “**Concurrent Use**” means use at the same moment in time to access a given server computer (of any kind) owned or controlled by Client.

(f) “**Database Server**” means the single server computer upon which the Enterprise Database is resident.

(g) “**Effective Date**” means the last date set forth on page one of this Agreement.

(h) “**Enterprise Database**” means the MSDE, MS SQL Server, or Oracle database files containing client data and that are accessed by the Licensed Software.

(i) “**Hosted Software**” means computer code and programs, in executable code form only, including related data files, rules, parameters and documentation, which have been created or licensed by Active and are identified in a Schedule as licensed (or sublicensed) to Client by Active in connection with this Agreement, and which reside on Active’s servers and are accessible by Client’s staff or Users via the Internet.

(j) “**Internet Client**” means a remote device capable of using the Internet to access selected Licensed Software on the Internet Server or the Enterprise Database on the Database Server via the Internet Server.

(k) “**Internet Server**” means a single server computer used by Client which enables access to the Licensed Software by individuals using an Intranet or the Internet, having a minimum configuration as set out in hardware specifications previously described to Client as applicable to the Licensed Software to be installed and used upon it.

(l) “**IVR Server**” means a single server computer used by Client for voice-recognition and telephone-based, rather than computer-based, access to the Enterprise Database by Client’s clients, having a minimum configuration as set out in

hardware specifications previously described to Client as applicable to the Licensed Software to be installed and used upon it.

(m) “**Licensed Software**” means computer code and programs, in executable code form only, including related data files, rules, parameters and documentation, which have been created or licensed by Active and are identified in a Schedule as licensed (or sublicensed) to Client by Active in connection with this Agreement, and/or which are in the future provided to Client by Active under any circumstances unless provided under a separate licensing agreement.

(n) “**Maintenance**” means the provision of error investigation and repair services as set out in Sections 20 through 23, the Support and Maintenance Handbook attached as Exhibit A, and the provision of new Versions and Releases in respect of the Licensed Software all as more particularly set out in the Support and Maintenance Handbook.

(o) “**Module**” means a single module element of Licensed Software listed in a Schedule.

(p) “**Online Services**” means services, such as Internet registration, that are enabled by Hosted Software and available to the public via the Internet.

(q) “**Other Services**” means Services other than Professional Services as provided in an agreed Schedule.

(r) “**Payment Server**” means a single server computer used by Client to process electronic payments from its clients, having a minimum configuration as set out in hardware specifications previously described to Client as applicable to the Licensed Software to be installed and used upon it.

(s) “**Products**” means all Licensed Software, Hosted Software, Third Party Products, and other products (including documentation) provided to Client by or on behalf of Active.

(t) “**Professional Services**” means any and all types of services which Active provides, to Client and/or to other clients of Active, in the course of Active’s business, including but not limited to services relating to the installation, implementation, optimization, administration, training and troubleshooting of computers, computer software including the Licensed Software, computer networks, databases, internet-related equipment and applications, but expressly excludes Support and Maintenance. Professional Services shall be as set forth in the applicable Schedule.

(u) “**Release**” means any release, update, patch, set of revisions, or bug/permanent fix or temporary bypass solution released by Active to its clients generally during the term of this Agreement, which provides enhancements and/or error corrections to the then-current Version or Release, and where a new Version has been released and no new Release has been released since the release of that Version, that Version will also constitute a Release for the purpose of determining whether Support or Maintenance is available with respect to that Version. New Releases will be denoted by an increase to the version number to the right of the decimal point such as from Release 1.1 to Release 1.2.

(v) **"Schedule"** means a schedule, quote, pricing form, order form, or similar document associated with this Agreement that lists the Products and Services provided by Active to Client hereunder and the related fees. The features, services, options, and fees may be described more fully on web pages describing the Software and Services, and/or in an applicable Schedule. Each Schedule will reference this Agreement or the Contract Number above (if applicable), must be signed by Client and will be governed by and incorporated into this Agreement.

(w) **"Services"** means all Professional Services, Support and Maintenance, Online Services, and Other Services provided to Client by or on behalf of Active.

(x) **"Software"** means the Licensed Software and the Hosted Software as defined elsewhere in this Section.

(y) **"Support"** means the ongoing telephone, email, web-based and dial-in support and problem resolution to assist Client in the use of the Licensed Software, the Hosted Software, and Other Services and Products of Active as set out in the Support and Maintenance Handbook.

(z) **"Support and Maintenance Handbook"** means the documents published by Active setting out the applicable service levels, processes, restrictions, and other particulars of Support and Maintenance provided in respect of the Software and Other Services and Products of Active, as amended from time to time upon notice to Client.

(aa) **"Support and Maintenance Start Date"** means, for implementations performed by Active, the first day of implementation of the Licensed Software or ninety (90) days following the delivery of the Licensed Software, whichever occurs first, and upon delivery of the Licensed Software for implementations being performed by the client or a 3rd party vendor.

(bb) **"System Utilities"** includes the following: Accounting Processes, Central Login, Log File, Copy Database, Maintain Database, MSDE Tool, Oracle Setup Utility, Query Tool, System Maintenance, Upgrade Database and View Components.

(cc) **"Third Party Products"** means those hardware, firmware and/or software products, provided to Active by third parties, listed in a Schedule, together with all user manuals and other documents accompanying the delivery of the Third Party Products, provided that the Third Party Products shall not include software developed by Active.

(dd) **"User"** means a person who accesses and uses any of the Products in any manner whatsoever.

(ee) **"Version"** means a version of the Licensed Software providing a particular functionality, while a new Version of the Licensed Software will provide new/additional functionality and/or improvements to a previous Version. New Versions will be denoted by a change to the version number to the left of the decimal point such as from Version 1.0 to Version 2.0.

(ff) **"Workstation"** means a computer attached to a local or wide-area network (including an Intranet), which accesses the Licensed Software or Enterprise Database.

1.2 **Headings.** The headings contained in this Agreement are inserted for convenience and do not form a part of this Agreement and are not intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

2. CHARGES AND PAYMENTS

2.1 **Taxes.** Client will pay all applicable sales, use, withholding and excise taxes, and any other assessments against Client in the nature of taxes, duties or charges however designated on the Services and Products or their license or use, on or resulting from this Agreement, exclusive of taxes based on the net income of Active, unless exempted by law and unless a valid tax exemption certificate has been provided to Active prior to invoicing.

2.2 **Currency.** Unless otherwise indicated in a Schedule, all prices are in the currency of the country in which Client is located.

2.3 **Delivery.** Delivery for Products supplied by Active under this Agreement will be deemed to have occurred F.O.B. origin, which in the case of Licensed Software and/or Hosted Software will typically be in the form of an email from Active providing a FTP (i.e. file transfer protocol) downloadable link. To the extent applicable, Client will be responsible for shipping and handling costs.

2.4 **Invoices/Payment.** Active will provide invoices to Client for all amounts owing by Client hereunder. Payment of invoices is due within thirty (30) days from the date of invoice.

3. CLIENT INFORMATION; CONFIDENTIALITY

3.1 **Client Information and Obligations.** In order to assist Active in the successful provision of Services and Products to Client, Client shall (i) provide to Active information relating to Client's organization, technology platforms, systems configurations, and business processes and otherwise relating to Client that is reasonably requested by Active from time to time, (ii) make available such personnel assistance to Active as may be reasonably necessary for Active to perform hereunder; and (iii) carry out in a timely manner all other Client responsibilities set forth herein. Any delay by Client hereunder shall result in a day-for-day extension of Active's dependent obligations.

3.2 Confidential Information.

(a) In the performance of or otherwise in connection with this Agreement, one party ("Disclosing Party") may disclose to the other party ("Receiving Party") certain Confidential Information of the Disclosing Party. "Confidential Information" means any information of either party, which is not generally known to the public, whether of a technical, business or other nature (including, but not necessarily limited to: trade secrets, know how, computer program source codes, and information relating to the clients, business plans, promotional and marketing activities, finances and other business affairs of such party); provided that the same is conspicuously marked or otherwise identified as confidential or proprietary information prior to, upon or promptly after receipt by the other party; and provided further that the any

software or software application server source code provided by Active or its licensors shall be deemed to constitute Confidential Information without further designation by Active. The Receiving Party will treat such Confidential Information as confidential and proprietary of the Disclosing Party and will use such Confidential Information solely for the purposes for which it is provided by the Disclosing Party and will not disclose such Confidential Information to any third party (other than a third party under contract whereby that third party has agreed in writing to keep the Confidential Information confidential).

(b) Exclusions. The obligations under this paragraph will not apply to any: (i) use or disclosure of any information pursuant to the exercise of the Receiving Party's rights under this Agreement; (ii) information that is now or later becomes publicly available through no fault of the Receiving Party; (iii) information that is obtained by the Receiving Party from a third party authorized to make such disclosure (other than in connection with this Agreement) without any obligation of secrecy or confidentiality; (iv) information that is independently developed by the Receiving Party (e.g., without reference to any Confidential Information); (v) any disclosure required by applicable law (e.g., pursuant to applicable securities laws or legal process, including but not limited to the Washington State Public Records Act, Chapter 42.56 of the Revised Code of Washington ("RCW")), provided that the Receiving Party will use reasonable efforts to give advance notice to and cooperate with the Disclosing Party in connection with any such disclosure; and (vi) any disclosure with the consent of the Disclosing Party.

4. EXCLUSION OF WARRANTIES AND LIMITATION OF LIABILITY

4.1 SPECIFIC EXCLUSION OF OTHER WARRANTIES. THE EXPRESS WARRANTIES SET OUT IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, AND THERE ARE NO OTHER WARRANTIES, REPRESENTATIONS, CONDITIONS, OR GUARANTEES OF ANY KIND WHATSOEVER APPLICABLE, EITHER EXPRESS OR IMPLIED BY LAW (IN CONTRACT OR TORT OR OTHERWISE) OR CUSTOM, INCLUDING, BUT NOT LIMITED TO THOSE REGARDING MERCHANTABILITY, FITNESS FOR PURPOSE, DURABILITY, CORRESPONDENCE TO SAMPLE, TITLE, DESIGN, CONDITION, OR QUALITY. WITHOUT LIMITING THE ABOVE, ACTIVE DOES NOT WARRANT THAT ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER WILL MEET THE REQUIREMENTS OF CLIENT OR THAT THE OPERATION OF PRODUCTS AND SERVICES PROVIDED HEREUNDER WILL BE FREE FROM INTERRUPTION OR ERRORS.

4.2 RESTRICTIONS ON WARRANTY. ACTIVE HAS NO OBLIGATION TO REPAIR OR REPLACE PRODUCTS DAMAGED BY EXTERNAL CAUSE OR THROUGH THE FAULT OR NEGLIGENCE OF ANY PARTY OTHER THAN ACTIVE.

4.3 NO INDIRECT DAMAGES. EXCEPT AS SPECIFICALLY PROVIDED OTHERWISE IN THIS

AGREEMENT, WITHOUT LIMITING THE GENERALITY OF SECTIONS 4.1 AND 4.4, IN NO EVENT WILL ACTIVE BE LIABLE TO CLIENT OR TO ANY OTHER PARTY FOR INDIRECT DAMAGES OR LOSSES (IN CONTRACT OR TORT OR OTHERWISE), INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOSS OF USE OF INFORMATION OR SERVICES, OR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES.

4.4 LIMITS ON LIABILITY. IF, FOR ANY REASON, ACTIVE BECOMES LIABLE TO CLIENT OR ANY OTHER PARTY FOR DIRECT OR ANY OTHER DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION (IN CONTRACT OR TORT OR OTHERWISE), THEN:

(a) THE TOTAL AGGREGATE LIABILITY OF ACTIVE TO CLIENT AND ALL OTHER PARTIES IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID BY CLIENT TO ACTIVE AS CONSIDERATION FOR THE PRODUCTS AND SERVICES GIVING RISE TO SUCH CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE; AND

(b) CONTRACTUAL LIABILITY OF CLIENT SHALL BE LIMITED TO THE AMOUNT OF FUNDS WHICH HAVE BEEN APPROPRIATED FOR PAYMENT UNDER THIS AGREEMENT, BUT NOT YET PAID, FOR THE FISCAL BUDGET IN EXISTENCE AT THE TIME OF THE BREACH.

(c) IN ANY CASE EITHER PARTY MAY NOT BRING OR INITIATE ANY ACTION OR PROCEEDING AGAINST ACTIVE ARISING OUT OF THIS AGREEMENT OR RELATING TO ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER MORE THAN TWO YEARS AFTER THE RELEVANT CAUSE OF ACTION HAS ARISEN.

4.5 SEPARATE ENFORCEABILITY. SECTIONS 4.1 THROUGH 4.4 ARE TO BE CONSTRUED AS SEPARATE PROVISIONS AND WILL EACH BE INDIVIDUALLY ENFORCEABLE.

4.6 For the purposes of this Section 4, reference to Active shall also include its suppliers and licensors.

5. RESTRICTIONS

5.1 U.S. GOVERNMENT RESTRICTED RIGHTS. The Products are provided with restricted rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, or subparagraphs (b)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable. The Manufacturer is Active Network, LLC or one of its Affiliates or subsidiaries.

5.2 Export Restrictions. The Products may include encryption software or other encryption technologies that may be controlled for import, export, or purposes under the laws

and regulations of the countries and/or territories in which the Products are used (“**Applicable Law**”). Client may not export, re-export, or assist or facilitate in any manner the export or re-export of, any portion of the Products, as determined by Applicable Law under which Client operates: (i) to any country on Canada’s Area Control List; (ii) to any country subject to UN Security Council embargo or action; (iii) contrary to Canada’s Export Control List Item 5505; (iv) to countries subject to U.S. economic sanctions and embargoes; and (v) to persons or entities prohibited from receiving U.S. exports or U.S.-origin items. Client hereby represents and covenants that: (i) to the best of Client’s knowledge Client is eligible to receive the Products under Applicable Law; (ii) Client will import, export, or re-export the Products to, or use the Products in, any country or territory only in accordance with Applicable Law; and (iii) Client will ensure that Client’s Users use the Products in accordance with the foregoing restrictions.

5.3 **Third Party Software and Open Source Components.**

The Software may contain open source components or other third party software of which the use, modification, and distribution is governed by license terms (including limitations of liability) set out in the applicable documentation (paper or electronic) or read me files.

5.4 **Restrictions; Acceptable Use Policies.** Client shall: (i) use the Products exclusively for authorized and legal purposes, consistent with all applicable laws, regulations, and the rights of others, including privacy and anti-spamming laws; (ii) not reverse engineer, disassemble, or decompile any Products or prepare derivative works thereof; (iii) not copy, modify, transfer, display, or use any portion of the Products except as expressly authorized in this Agreement or in the applicable documentation; (iv) not contest or do or aid others in contesting or doing anything which impairs the validity of any proprietary or intellectual property rights, title, or interest of Active in and to any Products; (v) not obliterate, alter, or remove any proprietary or intellectual property notices from the Products in physical or electronic forms; (vi) not use the Products to transmit, publish, or distribute any material or information: (a) for which Client does not have all necessary rights and licenses, including any material or information that infringes, violates, or misappropriates the intellectual property rights of any third party; (b) that contains a computer virus or other code, files, or programs designed to disrupt or interfere with the functioning of the Products; or (c) that is or that may reasonably be perceived as being harmful, threatening, offensive, obscene, or otherwise objectionable; (vii) not attempt to gain access to any systems or networks that connect thereto except for the express purpose of using the Products for their intended use; (viii) not rent, lease, sublicense, resell, or provide access to the Products on a time-share or service bureau basis; and (ix) not input credit card information into the Products or solicit the input of such information other than in pre-defined fields within the Products that are intended for that purpose.

6. **TERMINATION**

6.1 **Termination.** This Agreement will terminate:

(a) at the option of either party if the other party materially defaults in the performance or observance of any of its obligations hereunder and fails to remedy the default within thirty (30) days after receiving written notice thereof; and

(b) without limiting (a), at the option of Active if Client breaches its payment obligations, provided that the right of termination will be in addition to all other rights and remedies available to the parties for breach or default by the other.

6.2 **Suspension of Obligations.** If either party should materially default in the performance or observance of any of its obligations hereunder, then, in addition to all other rights and remedies available to the non-defaulting party, the non-defaulting party may suspend performance and observance of any or all its obligations under this Agreement, without liability, until the other party’s default is remedied, provided however that this Section will not permit Client to suspend its obligation to make any payments due for Products or Services that are unrelated to any default alleged against Active.

6.3 **Return of Materials.** In the event of termination of this Agreement for any reason whatsoever, Client will immediately (i) return to Active all physical copies of Products delivered by Active to Client or otherwise in Client’s possession or control, or (ii) if expressly permitted by Active, destroy all physical copies of the Products not returned to Active and delete all electronic copies of the Products from its systems and certify in writing to Active that such actions have all been completed.

6.4 **Non-Appropriation of Funds.** If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, Client will not be obligated to continue the Agreement after the end of the current fiscal period, and this Agreement will automatically terminate upon the completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to Client in the event non-appropriation occurs. Client agrees to deliver written notice to Active of such early termination at least thirty (30) days prior to the end of the then current fiscal period.

7. **AUDIT AND MONITORING RIGHTS**

7.1 Active may, upon a minimum of twenty-four (24) hours written notice to Client, attend upon Client’s premises and verify that the Products are being used only as permitted hereby. Such inspections shall be limited to a maximum of twice per calendar year, and will be performed only during Client’s regular business hours and conducted in a manner as to minimize, to the extent reasonable, interference with Client’s business. Further, Active may, using automatic means which do not interfere with the use of the Products by Client or Users other than as described in this provision, monitor at any time usage of the Products by Client and or its Users including through monitoring of the number of copies of any particular Module(s) in Concurrent Use.

7.2 Active will maintain complete and accurate records relating to Active’s performance under this agreement. During the term of this agreement, Client or its designated agent will, at Client’s expense, during Active’s normal business hours, not more than once per calendar year,

have reasonable access and the right to examine such books, documents, and records for the sole purpose of verifying the accuracy of invoicing under this Agreement and/or Active's compliance with its confidentiality and security obligations hereunder. All such information examined or obtained in connection with an audit shall constitute Active's Confidential Information and may only be used for the purpose described above. As a condition of such audit, Client agrees to provide reasonable advance written notice to Active. Notwithstanding the foregoing, Client shall not be entitled to examine any legally privileged or highly sensitive information of Active, such as budgeting models and methodologies, information about compensation to employees and contractors, trade secrets, and information belonging to third parties which Active is required to keep confidential.

7.3 Upon request by Client, Active shall provide Client copies of Active's most current SAS70 and/or SSAE16 certificate.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 Warranty of Title. Active warrants that it has all rights necessary to make the grant of license herein by having all right, title, and interest in and to the Products (other than Third Party Products) or as licensee of all such rights from the owner thereof.

8.2 Intellectual Property. Active and its licensors shall retain all right, title, and interest in and to the Products and the results of the Services and to all software, trademarks, service marks, logos, and trade names and other worldwide proprietary rights related thereto ("**Intellectual Property**"). Client shall use the Intellectual Property only as provided by Active, and shall not alter the Intellectual Property in any way, or act or permit action in any way that would impair Active's or its licensors' rights in its Intellectual Property. Client acknowledges that its use of the Intellectual Property shall not create in Client or any other person any right, title, or interest in or to such Intellectual Property. Any goodwill accruing from the use of the Intellectual Property shall inure solely to the benefit of Active or its licensors, as applicable.

9. INDEMNIFICATION

(a) Each party (the "**Indemnifying Party**") shall defend, settle, and pay damages (including reasonable attorneys' fees) ("**Damages**") relating to any third party claim, demand, cause of action or proceedings (whether threatened, asserted, or filed) ("**Claims**") against the other party hereto (the "**Indemnified Party**") to the extent that such Claim is based upon provision, by the Indemnifying Party, of materials, products, or services as part of such party's obligations hereunder that infringe the intellectual property rights of any third party provided that such materials, products, or services are used in accordance with this Agreement.

(b) If any Claim that Active is obligated to defend, settle, and pay damages to Client under this Section 9(a) has occurred or, in Active's opinion, is likely to occur, Active may, at its option and expense either (1) obtain for Client the right to continue to use the applicable Software, (2) replace or modify the Software so it becomes non-infringing, without

materially adversely affecting the Software's specified functionality, or (3) if (1) or (2) are not readily available after using reasonable commercial efforts or, if neither of the foregoing options is commercially reasonable, refund a pro-rata portion of the fees paid by Client based on its lost use and terminate this Agreement. Active shall not be obligated to defend, settle, or pay Damages for any Claims to the extent based on: (x) any Client or third party intellectual property or software incorporated in or combined with the Software where in the absence of such incorporated or combined item, there would not have been infringement, but excluding any third party software or intellectual property incorporated into the Software at Active's discretion; (y) Software that has been altered or modified by Client, by any third party or by Active at the request of Client (where Active had no discretion as to the implementation of modifications to the Software or documentation directed by Client), where in the absence of such alteration or modification the Software would not be infringing; or (z) use of any version of the Software with respect to which Active has made available a non-infringing updated, revised or repaired subsequent version or other applicable update, patch or fix.

Client agrees to defend, settle, and pay Damages relating to Claims to the extent based on (i) injury or death to a person or damage to property resulting from the participation in an event or activity operated by Client in connection with the Products and/or Services; (ii) any claim brought by a Third Party Beneficiary or brought in connection with Active's payment to a Third Party Beneficiary of any fees due hereunder in accordance with this Agreement; and/or (iii) Client's or any of its User's breach of Section 5.

(c) **Indemnification Claims Procedure.** Each party's obligations under this Section are conditioned upon (1) prompt written notice of the existence of a Claim, provided that a failure of prompt notification shall not relieve the Indemnifying Party of liability hereunder except to the extent that defenses to such Claim are materially impaired by such failure of prompt notification; (2) sole control over the defense or settlement of such Claim by the Indemnifying Party; and (3) the provision of assistance by the Indemnified Party at the Indemnifying Party's request to the extent reasonably necessary for the defense of such Claim.

(d) For the purposes of this Section 9, reference to Active shall also include its suppliers and licensors.

(e) Notwithstanding the foregoing, Client shall not be bound by the terms of this Section 9 to the extent precluded by applicable law (e.g., sovereign immunity of a governmental entity).

10. GENERAL

10.1 Entire Agreement. This Agreement, including all written RFPs and Active's responsive proposals to said RFPs, attachments and referenced Appendices, Schedules and exhibits, constitutes the complete and exclusive statement of the agreement between Active and Client with respect to the subject matter hereof. It supersedes and replaces all oral or written prior agreements, and other prior or contemporaneous communications between the parties concerning the subject matter of this Agreement. This Agreement may not be

modified or altered except by written instrument duly executed by both parties, except that Active may fill future purchase or other orders for further goods or services available under this Agreement and, if Active does so, the provisions of this Agreement will contain the only commercial terms applicable to such transaction despite such purchase or other order stating otherwise. Any addendum attached hereto shall form an integral part of this Agreement and, in the event of any inconsistency between this Agreement and any addendum, the provisions of the addendum shall prevail; provided however, in the case of indemnification, limitations of liability, and confidentiality obligations, this Agreement shall always control. Any 'click-wrap' agreement, terms of use, electronic acceptance or other terms and conditions which attempt to govern the subject matter of this Agreement that either party might be required to acknowledge or accept before entering into this Agreement are of no force and effect as between Client and Active and are superseded by this Agreement.

10.2 Force Majeure. Dates or times by which either party is required to perform under this Agreement, excepting the payment of any fees or charges due hereunder, will be postponed automatically to the extent that any party is prevented from meeting them by causes beyond its reasonable control, provided such party promptly notifies the other thereof and makes reasonable efforts to perform.

10.3 Notices. All notices and requests in connection with this Agreement will be given to the respective parties in writing and will be deemed given as of the first business day of the notified party following the day the notice is faxed or sent via overnight courier, providing a hard copy acknowledgment of such successful faxed notice transmission or evidence of such couriering, as applicable, is retained. Notice may also be deposited in the mails, postage pre-paid, certified or registered, return receipt requested, and addressed to the parties as indicated on the face of this Agreement or such other address of which the party gives notice in accordance herewith, and receipt of any such notice will be deemed to be effective as of the third business day following such deposit.

10.4 Governing Law. Neither the United Nations Convention of Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act shall apply to this Agreement. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in any state or federal court in the state and county of the principle place of business of the party against whom relief is sought and shall be subject to the laws of that state.

10.5 Attorney Fees. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees.

10.6 Affiliates. During the term of this Agreement, Client or Client's Affiliates may order additional Products and/or Services from Active or one of Active's Affiliates by entering into a Schedule. In the event that Client or Client's Affiliate enters into a Schedule with Active or an Affiliate of Active, reference in this Agreement to "Client" and "Active" shall mean the respective entity that executed the applicable

Schedule. A breach of this Agreement by Active's Affiliate or Client's Affiliate shall not affect the rights, privileges, or obligations of Active or Client, as applicable, or any other Affiliate not in breach of this Agreement.

10.7 Non-Assignability. Neither party may assign its rights or obligations arising out of this Agreement without the other party's prior written consent, except that (i) Active may assign this Agreement to one of its affiliates or in connection with any sale or security interest involving all or substantially all of its assets or any other transaction in which more than fifty percent of its voting securities are transferred; and (ii) Client automatically assigns this Agreement to the purchaser of all or substantially all of Client's assets or equity securities or to any successor by way of any merger, consolidation or other corporate reorganization of Client. In the event that any such assignment is made by Client pursuant to (ii), Client must provide Active with written notice of such event within thirty (30) days of such assignment. Active shall have thirty (30) days from its receipt of such notice to terminate this Agreement without further liability or obligation to Client.

10.8 Term and Survival. The term of this Agreement shall commence on the Effective Date set out on the cover page hereof and shall continue as set forth in Sections 16 or 23.1, as applicable, or until terminated in accordance with Section 6. Sections 1.1, 4, 5.4, 6.3, 7.2, 8.2, 9, 10, 27.1, and 27.2 of this Agreement, along with all unpaid payment obligations, will survive termination and expiration of this Agreement.

10.9 No Authority to Bind. Neither party shall incur any obligations for or in the name of the other party, or have the authority to bind or obligate the other party. Neither party shall make, issue or authorize any statements (whether oral or written) in contravention of the foregoing.

10.10 Counterparts. This Agreement may be executed in separate counterparts and delivered by facsimile or such other electronic means as are available to the Parties. Such counterparts taken together shall constitute one and the same original document.

10.11 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provisions shall remain in full force and effect.

10.12 Cooperative Procurement. Upon consent by Active, this Agreement may be used for permitted cooperative procurement by any public or municipal body, entity, agency or institution. If so authorized, and in order to forego a related entity RFP or similar competitive bidding process, this Agreement may be extended to such other entities indicated above for the procurement of similar products and/or services provided to Client herein and at fees in accordance with this Agreement unless separately negotiated between such other entities and Active. Further related entities participating in a cooperative procurement process shall place their own orders directly with Active and will fully and independently administer their use of this Agreement to include such contractual obligations as those entities and Active deem appropriate without direct administration from the original Client.

APPENDIX 1: TERMS APPLICABLE ONLY TO HOSTED SOFTWARE

11. HOSTED SOFTWARE

11.1 Active will provide Client with access to hosted versions of the Products identified in the applicable Schedule and associated Online Services, and Active hereby grants to Client a limited, non-exclusive, non-transferable license to use the Hosted Software in accordance with the applicable documentation.

11.2 Client agrees to receive notifications regarding free product, promotional items, and giveaways at Client's Event(s) or facility(ies), but Client may opt not to receive the items from Active. Client's customers who register for, sign up, or otherwise interact with the Online Services ("**End Users**") may opt-in to receive information, items, or promotions/deals from Active, in which case, Active will be responsible for fulfillment and for providing customer service for any such offers.

11.3 Client acknowledges that Active: (a) does not monitor or police communications or data transmitted through the Hosted Software or Online Services by Client or any third party, or any communications or data transmitted by any third party suppliers through the Hosted Software or Online Services; (b) shall not be responsible for the content of any such communication or transmission; (c) shall have no liability of any kind with respect to any materials or information that Client inputs into or transmits, publishes, or distributes through the Hosted Software or Online Services; and (d) may remove or modify any such communication or transmission deemed offensive for which Active has received more than one complaint.

12. LICENSE AND BRANDING

Active hereby grants to Client a limited, non-exclusive, non-transferable license to display, reproduce, distribute, and transmit in digital form Active's name and logo in connection with promotion of the Online Services only in the manner approved of by Active during the term of this Agreement. Client hereby grants to Active a limited non-transferable license to use, display, reproduce, distribute, adapt and transmit in digital or printed form information provided by Client relating to its organization, including its name, trademarks, service marks and logo, in connection with the implementation and promotion of the Online Services; provided, however, that such use shall be as necessary to Active's performance under this Agreement. Client will use reasonable efforts to encourage adoption of the Online Services, including displaying Active's name and logo, in the form supplied by Active from time to time and in a manner approved by Active, in any medium used by Client to promote its programs or services to prospective participants.

13. INFORMATION COLLECTION AND AUTHORIZED USERS

Active may collect certain information from individuals as part of a registration process. Client may login to Active's data management system to access this information. Both parties

agree to use the collected information in compliance with (i) all applicable laws, rules and regulations, including, without limitation, those governing online privacy and use of credit card data (i.e. using credit card information only for purposes authorized by the cardholder); (ii) applicable Payment Card Industry Data Security Standards; and (iii) Active's privacy policy as published on its website. Client is solely responsible for the security of its login information, authorization credentials, and similar access information (collectively "Login Information") and for the use or misuse of such Login Information. Client agrees to only allow access to and use of the Products to its authorized users. Client acknowledges and agrees that Active may provide access to or use of the Software and Services to anyone utilizing Client's Login Information or who is otherwise authorized by Client to use or access the Software and Services on Client's behalf. Client is responsible for such users' compliance with the terms and conditions of this Agreement. Active may suspend or terminate any such user's access to the Software and Services upon notice to Client if Active reasonably determines that any such user has violated the terms and conditions of this Agreement or is otherwise using the Products for suspect purposes. Client will immediately either notify Active in writing or disable such user's access if any previously authorized Client user is no longer authorized to use the Login Information or otherwise use or access the Software and Services. Active may rely, without independent verification, on such notice, and Client, inclusive of Client's parent, subsidiary and affiliate entities, as applicable, and each of their respective officers, directors, managers, shareholders, owners, agents, employees, contractors, and representatives covenant not to sue and agree to defend, indemnify, and hold harmless Active for any claims arising from Active providing, denying, suspending, or modifying access to or use of the Software and Services of any individual as directed by Client or by someone who Active reasonably, under the circumstances, believes is authorized to act on behalf of Client.

14. FEES FOR HOSTED SOFTWARE

14.1 Transaction fees.

(a) Client shall pay to Active the Hosted Software service fees ("**Service Charge(s)**") as set out in the applicable Schedule.

(b) In cases where Active's banking or financial partners or similar service providers impose changes in processing costs payable by Active, Active reserves the right to modify Service Charges to reflect such changes limited to such costs imposed by Active's partners or providers. Active further reserves the right to modify the Service Charges once per calendar year provided that any such increases will not exceed twelve and a half percent (12.5%). Active shall notify Client at least ninety (90) days in advance of any such modification of charges.

(c) Active will be responsible for collecting all payments processed through the Online Services and all Service Charges assessed by Active. On a bi-weekly basis, unless otherwise set forth in the applicable Schedule, Active will pay Client sums due to Client based on the total registration fees collected, net of Active's Service Charges as set forth in the applicable Schedule and any other deductions provided herein.

(d) If Client enters transactions at fee amounts less than those actually charged to Client's Users, thus reducing or avoiding applicable Service Charges, such action shall constitute a material breach of this Agreement.

(e) Active shall not be responsible for processing or making any refunds. In the event Client initiates a refund, a fee may be charged by Active to Client as set out in the applicable Schedule. Active may set off against user fees collected by Active to the amount of any credit card chargebacks and associated fees applicable to user transactions and to reimburse itself for any overdue fees owed to Active by Client. To the extent that such funds are not available for set off, Client shall promptly reimburse Active for any deficiency.

(f) In the event Client is entering into this Agreement and using the Hosted Software for the benefit of a third-party event or organization ("**Third Party Beneficiary**"), Client agrees that Active may send fees collected by Active directly to the Third Party Beneficiary.

(g) All fees described in the applicable Schedule are in consideration of the Software and Services that Active provides. Active and Client acknowledge that certain credit card network rules and laws prohibit imposing a surcharge that is based on the type of payment method used (e.g., having a different fee for the use of a credit card vs. debit card), and therefore, each agrees not to impose such a surcharge on any End User.

14.2 Subscription fees.

To the extent set forth in the applicable Schedule, Client shall pay to Active the Hosted Software subscription fees ("**Subscription Fees**") for the term of this Agreement established in Section 16 below. Client will be invoiced for their first year Subscription Fees upon the first live operational use of the Hosted Software ("**Go-Live Date**"), with subsequent annual Subscription Fees being invoiced upon each anniversary of Go-Live Date. Payment will be made Net thirty (30) days from invoice date.

15. EXCLUSIVITY FOR HOSTED SOFTWARE AND COMPLIANCE WITH PAYMENT CARD INDUSTRY DATA SECURITY STANDARDS (PCI-DSS)

During the term of this Agreement, Active will be the sole and exclusive provider of registration and other services similar to the Hosted Software provided to Client hereunder for the events or transactions for which Client is using Active's Software and Services.

Active shall maintain compliance with the most current Payment Card Industry Data Security Standard ("PCI-DSS") standards, and if applicable Payment Application Data Security Standard ("PA-DSS") standards, and the requirements of applicable Federal and State laws, and will provide proof of compliance annually to Client. Active acknowledges and agrees that cardholder data as is defined within PCI-DSS. Active acknowledges and agrees that cardholder data may only be used for completing the contracted services as described in this Agreement, or as required by PCI-DSS, or as required by applicable law.

16. TERM FOR HOSTED SOFTWARE

Unless otherwise provided in the applicable Schedule, Active shall provide to Client, and Client shall license from Active, the Hosted Software commencing on the Effective Date of this Agreement, and remaining in full force for a period of five (5) years from the Go-Live Date of the Hosted Software (the "**Initial Term**"), with automatic renewals for three (3) year terms (each a "**Renewal Term**") thereafter until either party gives written notice to terminate the Hosted Software no less than six (6) months prior to the end of the Initial Term or Renewal Term, as applicable.

APPENDIX 2: TERMS APPLICABLE ONLY TO LICENSED SOFTWARE AND ASSOCIATED SUPPORT AND MAINTENANCE SERVICES

17. ACCESS TO SYSTEM AND OTHER CLIENT OBLIGATIONS

17.1 Access. Client will provide, at no cost to Active:

(a) subject to the security requirements of Client, 24-hour access to Client's system via either an always-available telephone circuit or an always available internet connection to enable Active or its designated representative to perform any of the obligations placed upon Active by this Agreement; and

(b) subject to the security requirements of Client, remote dial up/internet access methods approved by Active to allow Active to remotely diagnose and correct errors in the Licensed Software and provide other Services.

17.2 Client Obligations. Without limiting any of Client's other obligations under this Agreement, Client will:

(a) use its best efforts to upgrade to any new Release or Version of the Licensed Software as soon as possible after becoming aware of its availability;

(b) ensure that at all times at least one current staff person of Client has been fully trained on the Licensed Software; and

(c) designate by written notice a single site and single person as the point of contact for telephone or other contact, which site and/or person Client may change upon fourteen (14) days prior notice to Active.

18. GRANT OF LICENSES AND LIMITATIONS THEREON

18.1 Active hereby grants to Client a non-exclusive and non-transferable right and license, subject to this Agreement, to install and/or use the Licensed Software, in the manner and for the term stated in the applicable Schedule and Active provided and related written user documentation as follows:

(a) **Workstation-Based Modules.** In respect of each Workstation-based core Module and each Workstation-based add-on Module, Client may install and use each Module on Workstations to access the Enterprise Database on the Database Server, provided that the number of copies of any particular Module in use does not exceed the number of

licenses granted to Client therefor as set out in the applicable Schedule.

(b) **Server-based Add-on Modules.** Client may install and use each server-based Module on as many Workstations as is desired by Client, and Client may use and permit use of such Modules by its clients, all without limit to the number of Users or transactions which simultaneously use any such Module, provided however that:

- (i) in respect of each TeleReg and Voice Server Module, Client may install one copy of each Module on one IVR Server, provided that the number of copies of any particular Module in use does not exceed the number of licenses granted to Client therefor as set out in the applicable Schedule, and all such Modules together may be in Concurrent Use not to exceed the number of licenses granted to Client for TeleReg Lines Modules as set out in the applicable Schedule; and
- (ii) in respect of each Payment Server Module, such Modules may be in Concurrent Use not to exceed the number of licenses granted to Client for Point of Sale Modules as set out in the applicable Schedule.

(c) **Server-based On-line (Internet) Modules.** In respect of each Server-based On-line (Internet) Module, Client may:

- (i) install one copy of each Module on one Internet server, provided that the number of copies of the Module in use does not exceed the number of licenses granted to Client therefor as set out in the applicable Schedule; and
- (ii) subject to Section 18(d), permit Users to access and use such Modules to access the Database Server via Internet Clients connecting via a licensed Internet Server, and all such Modules together may be in Concurrent Use not to exceed the number of licenses granted to Client for Online Client Access Modules as set out in the applicable Schedule multiplied by twenty-five (25).

(d) **Cumulative Workstation-based Modules.** In respect of each Cumulative Workstation-based Module, Client may:

- (i) install one copy of each Module on a single Workstation for each license granted to Client therefor as set out in the applicable Schedule; and
- (ii) permit Users using such licensed Workstation(s) to use such Module(s) provided, for greater certainty, that the Modules may be in Concurrent Use not to exceed the number of licenses granted to Client therefor as set out in the applicable Schedule.

(e) Client hereby acknowledges that the mechanism utilized by the Licensed Software to control the number of Users or Online Client Access which can simultaneously access and use Server-based On-line (Internet) Modules is based upon the number of Users who have at any time logged into Client's

computer network using their passwords, such that any User so logged into such network in a manner that would automatically enable the User to access and use such Modules will reduce by one the number of Users able to simultaneously access those Modules, regardless of whether or not such User is in fact accessing or using any such Module. Client hereby waives any claim, and releases Active from any such claim and from any losses or damages Client suffers in relation thereto, in connection with the inability of Users to simultaneously access such Modules where such inability is the result of inactive logged-in Users absorbing available login access.

18.2 Additional Copies. Client will not make any copies of the Licensed Software except as necessary for the installation permitted hereby and except for:

- (a) copies of each Module licensed hereunder for training and testing purposes, and
- (b) for backup purposes, provided that all electronic copies made include screen displays of Active's proprietary or intellectual property notices as recorded on the original copy provided by Active and Client affixes a label to each disk, reel, or other housing for the medium on which each physical copy is recorded setting out the same proprietary and intellectual property notices as appear on the unit of Licensed Software from which the copy is made in the same manner as those notices appear on that original copy.

19. LICENSED SOFTWARE FEES

19.1 In respect of each Module, Client shall pay to Active all applicable Licensed Software fees listed in the applicable Schedule upon delivery (as defined in Section 2.3) of the Licensed Software.

20. MAINTENANCE SERVICES AND LIMITED WARRANTY

20.1 Active will develop new Releases and new Versions of Licensed Software in accordance with the procedures and other particulars set out in the Support and Maintenance Handbook attached as Exhibit A.

20.2 Provided that Client continues to subscribe for Support and Maintenance in respect of a particular Licensed Software Product, Active will provide to Client, either in physical form by mail or courier or in electronic form via the Internet, new Releases and Versions (and appropriate documentation) for such Licensed Software Products on a when-and-if-available basis.

20.3 Limited Warranty of Software. Active warrants that when utilized by Client in a manner authorized hereunder, the Licensed Software will conform to the functional specifications set out in the user documentation accompanying the Software for ninety (90) days from delivery of the Licensed Software ("**Warranty Period**"). Active's sole obligation and liability hereunder with respect to any failure to so perform will be to use reasonable efforts to remedy any non-conformity which is reported to Active in writing by Client within that Warranty Period. In the event Active is unable to remedy such non-conformity within a reasonable time using reasonable efforts, Active may refund to Client the

license fee pertaining to the Licensed Software, subject to Client's return of the Licensed Software, and this Agreement will be automatically terminated. All warranty service will be performed at service locations designated by Active. This limited warranty is void if failure of the Licensed Software has resulted from accident, abuse or misapplication. Any replacement Licensed Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

21. EXCLUDED SUPPLIES AND SERVICES

Without limitation, the following supplies and services are excluded from Support and Maintenance:

- (a) Services which are required to remedy problems that stem from changes to or defects in system configuration upon which the Licensed Software was initially installed;
- (b) Services which are required to remedy problems which do not stem from any defect in Licensed Software;
- (c) Services which are required to remedy problems caused by lack of training of Client's personnel or improper treatment or use of the Licensed Software;
- (d) Full report customization service;
- (e) Any and all hardware support, maintenance or troubleshooting issues, except as described in Section 26 regardless of the source of such hardware.

22. FEES FOR SUPPORT AND MAINTENANCE

22.1 Support and Maintenance services begin for all Licensed Software listed in the applicable Schedule on the Support and Maintenance Start Date. The cost for Support and Maintenance services is payable annually in advance and is due in its entirety thirty (30) days from date of Active's delivered invoice. Client may elect to specify a preferred alternate Support Renewal Date by so notifying Active in writing. If an alternate preferred Support Renewal Date is specified, the cost of Support and Maintenance will be prorated from the anniversary of the Support and Maintenance Start Date to the specified Support Renewal Date. Thereafter, the Support and Maintenance fee is payable in advance on every annual anniversary of the Support and Maintenance Start Date or, if there is a Support Renewal Date, every anniversary of the Support Renewal Date (the applicable anniversary being the "**Support Renewal Date**"). Active will provide invoices to Client for all such amounts, such invoices due on the later of (a) the Support and Maintenance Start Date or applicable Support Renewal Date, as applicable, and (b) thirty (30) days from the date of the invoice.

22.2 For the first year of this Agreement commencing with the Effective Date, Support and Maintenance pricing shall be equal to twenty-five percent (25%) of the gross software license fees. Support and Maintenance pricing for all successive years shall be equal to twenty-five percent (25%) of the gross software license pricing charged by Active for equivalent software as of the date of each such renewal year, provided, however, that any increase in Active's annual Support and Maintenance pricing for any renewal year shall not exceed ten percent (10%) of the renewal fees charged in

the prior year. Any additional software licensed to Client by Active will increase the total gross software license fees upon which Maintenance and Support pricing is based. Active will provide invoices to Client for renewal fees up to sixty (60) days prior to expiration of each term.

22.3 The Support and Maintenance fees identified in the applicable Schedule are applicable only upon the date of entry into this Agreement, and are subject to change thereafter in accordance with this Agreement's terms.

22.4 In consideration of the Support and Maintenance provided hereunder, Client agrees to pay Active the fees described in the applicable Schedule, as modified explicitly pursuant to this Agreement. In the event Client requires Support and Maintenance for additional Licensed Software, Client agrees to pay Active the additional Support and Maintenance fees applicable based upon the fees then in effect, prorated from the date of agreement to acquire such services to the Support Renewal Date.

22.5 Unless the applicable Schedule indicates otherwise, the fees charged hereunder are applicable to Support and Maintenance of Licensed Software used with respect to only a single database of Client data. If Client, after entering this Agreement, places in service one or more additional databases to be used in relation to the Licensed Software, then for each such additional database, an additional 25% of all gross Licensed Software fees due, exclusive of such extra database fees, will be payable hereunder for Support and Maintenance. Client will notify Active as soon as reasonably possible of the installation or use of any such additional database(s).

22.6 Active may terminate and suspend performance of all Support and Maintenance if Client fails to pay any past due Active invoice within thirty (30) days of written notice of such failure, in the event of any other material breach by Client which remains uncured thirty (30) days after notice thereof or if any of the Licensed Software ceases to be subject of a valid software license agreement.

22.7 If at any time after Client has initially licensed any of the Licensed Software from Active, Client's right to receive Support and Maintenance, or comparable services, from Active under this Agreement or a comparable agreement has lapsed for any reason whatsoever, voluntarily or otherwise, and Client wishes to receive Support and Maintenance from Active, Client will pay to Active, prior to re-instatement of Support and Maintenance services:

- (a) a reinstatement fee equal to the greater of 50% of the current annual support fee or the sum of the unpaid support fees that would have been payable hereunder had this Agreement been in force during the time in which Support and Maintenance rights had so lapsed to the date of reinstatement, and
- (b) at least one additional year of Support and Maintenance from the date of reinstatement.

23. TERM FOR SUPPORT AND MAINTENANCE

23.1 **Term.** Active shall provide to Client, and Client shall purchase from Active, Support and Maintenance for a period commencing on the Support and Maintenance Start Date and,

subject to termination as provided herein, continuing until the following Support Renewal Date or anniversary of the Support and Maintenance Start Date, with automatic renewals for one (1) year terms thereafter until either party gives written notice to terminate Support and the Maintenance no less than ninety (90) days prior to the end of the then-current term, provided however that the fees payable in respect of the Services and the Products may be revised by Active in accordance with this Agreement.

APPENDIX 3: TERMS APPLICABLE ONLY TO THIRD PARTY PRODUCTS AND SERVICES

24. PURCHASE AND SALE; DELIVERY

24.1 Purchase Commitment and Price. Active hereby agrees to sell to Client, and Client hereby agrees to purchase from Active, the Third Party Products listed in a Schedule in the volumes and at the prices described therein.

24.2 Delivery. Active will ship all or any part of the Third Party Products to Client as soon as reasonably practicable (or, if the below-described purchase order documentation does not seek immediate shipping, at the time Active considers reasonable in order to meet the desired delivery date described) after receipt by Active of a purchase order from Client specifying the particular Third Party Products sought, the number of such Third Party Products sought, the price payable therefor, and the desired date and location of delivery thereof. Any such purchase order must, at a minimum, reference quantity, description and price.

24.3 Changes by Client to Delivery Schedule. Following delivery by Client of any purchase order documentation described in Section 24.2, no changes by Client to the shipment schedule described therein will be permitted unless Active is notified thereof in writing at least ninety (90) days in advance of the delivery date sought in such purchase order documentation.

24.4 Acceptance of Purchase Orders. Purchase orders delivered by Client to Active in respect of Third Party Products are not binding upon Active until accepted by Active in writing. In any case, despite any indication to the contrary contained in any such purchase order documentation, no terms or conditions on purchase order documentation issued by Client, other than the information required by Active as set forth expressly in this Agreement, will be binding upon Active, nor will any such terms or conditions modify or supplement this Agreement in any way, notwithstanding the fact that Active may accept or otherwise approve such purchase orders. Active reserves the right to refuse any such purchase order for any reason not contrary to this Agreement, including without limitation pricing differences as described in Section 25.2.

24.5 Additional Third Party Products. Client may purchase Third Party Products in addition to those listed in a Schedule by issuing additional purchase order documentation as described herein, provided that the supply (or non-supply) of such additional Third Party Products will be subject to this Agreement as though such additional Third Party Products had

been included in a Schedule on the date of execution of such Schedule subject to the following:

(a) the price for such additional Third Party Products is subject to agreement between the parties each in their own absolute discretion, and

(b) Active shall have the right to discontinue delivery of such additional Third Party Products upon at least ninety (90) days written notice to Client without any liability to Client whatsoever for such discontinuance.

25. CHARGES AND PAYMENTS

25.1 Prices. The pricing applicable to Third Party Products is as set out in the applicable Schedule in the form finally agreed to by the parties.

25.2 Pricing Variability. Client acknowledges that:

(a) the prices described in a Schedule are applicable for six (6) months after the date of execution hereof, and such prices are based upon Client taking delivery of the full number of any particular Third Party Product listed in the applicable Schedule in a single shipment; and

(b) Client hereby agrees that after the expiry of such initial six-month period or, in case of Client seeking, in a particular shipment, delivery of less than all of the Third Party Products of a particular type listed a Schedule, the actual prices may be higher. Prior to shipment of any Third Party Products that would be subject to pricing that differs from that described in the applicable Schedule, Active will notify Client of any such different pricing and Client will accept such different pricing, as mutually agreed between Client and Active, in writing.

26. SUPPORT FOR THIRD PARTY PRODUCTS

For the purpose of isolating support issues and responsibility in respect of Third Party Products and their interaction with any Products, Active will provide initial first-tier support, to a maximum of fifteen (15) minutes per support inquiry, for Third Party Products, as further specified in the Support and Maintenance Handbook.

27. PROPRIETARY RIGHTS

27.1 Third Party Proprietary Rights and Indemnity by Client. Client acknowledges that any Third Party Products supplied by Active hereunder are supplied by Active as a reseller thereof and that the Third Party Products are subject to the intellectual property rights of the various third party developers and/or manufacturers thereof, as applicable, including without limitation copyright, trade secret, trademark, and patent rights. Client will maintain in confidence and not use or disclose any and all confidential business or technical information connected with any Third Party Product except as specifically permitted by a party having legal control of such rights, and Client will defend, indemnify and hold harmless Active for any claim based on an allegation that any Third Party Product provided to Client hereunder has been installed, used, or otherwise treated by Client or any client or customer of Client in violation of the proprietary rights of any third party or on an allegation that Client or any client or customer of Client has disclosed or used any confidential business or technical information connected with any Third Party Product.

27.2 Additional Terms. Client acknowledges that the possession, installation and use of Third Party Products may be subject to additional terms and conditions accompanying such Third Party Products at the time of delivery.

28. WARRANTY

28.1 Warranty. Active warrants to Client that Active has the right to deliver the Third Party Products subject to any documentation accompanying such Third Party Products at the time of delivery and/or any licensing mechanisms, physical, electronic or otherwise, included in any Third Party Products that are software.

28.2 Warranties Provided by Third Party Suppliers. Third Party Products are warranted by the manufacturers, suppliers or licensors thereof in accordance with the warranty statements accompanying delivery of the Third Party Products, and Client agrees that Client will rely solely on such

Third Party Product warranties. Client agrees not to make a claim against Active on account of any warranty, express or implied, which may apply to any Third Party Product. If Client notifies Active of a defect or nonconformity within thirty (30) days of the date of delivery of such Third Party Product, Active will assist Client in troubleshooting such Third Party Product in accordance with Section 26. If such defect or nonconformity cannot be remedied during such troubleshooting and such Third Party Product is still under the Third Party Product warranty, Active shall contact the applicable manufacturer, supplier or licensor of such Third Party Product to coordinate any returns or refunds. If a notice of a defect or nonconformity is received by Active from Client of the defect or nonconformity following the initial the 30-day period, Active's sole obligation and liability will be to provide support in accordance with Section 26. Returns and refunds are at the sole discretion of the applicable manufacturer, supplier or licensor.



Schedule

Company Address	717 North Harwood Street, Suite 2500 Dallas, Texas 75201 US	Created Date	4/27/2016
		Quote Number	01470054
		Currency	USD
Prepared By	Russ Baehr	Contact Name	Jen Thomas
Email	russ.baehr@activenetwork.com	Phone	(360) 487-7019
		Email	jen.thomas@cityofvancouver.us
Bill To Name	CITY OF VANCOUVER - WA	Ship To Contact	Carl Crawford
Bill To Contact	Carl Crawford	Ship To Address	1009 East McLoughlin
Bill To Address	P.O. Box 1995 Vancouver, WA 98668		Vancouver, WA 98663 United States

Transaction Fees

Product	Fee	Fee %	Product Description
ACTIVE Net - Staff Interface - Technology Fee		1.50%	Migration Loyalty Rates for first term of contract for organizations between \$1,500,000 to \$8,000,000 in annual revenue through ACTIVE Net.
ACTIVE Net - Public Interface - Online Transaction Fee		4.25%	Migration Loyalty Rates for first term of contract for U.S. organizations between \$1,500,000 to \$8,000,000 in annual revenue through ACTIVE Net.
ACTIVE Net - Staff Interface - Payment Processing Fee - Credit Card		2.75%	Migration Loyalty Rates for first term of contract for U.S. organizations between \$1,500,000 to \$8,000,000 in annual revenue through ACTIVE Net and Canadian organizations exceeding \$8,000,000 annual revenue.
ACTIVE Net - Staff Interface - Payment Processing Fee - Electronic Cheque/Check Processing		0.50%	
ACTIVE Net - Support Advanced Package			Support package for organizations migrating to ACTIVE Net.
ACTIVE Net - (credit card refunds - flat fee)	0.10		

Product	Product Type	Product Description	Quantity	Sales Price	Total Price
ACTIVE Net - Functionality: Facility Reservation	SaaS		1		
ACTIVE Net - Functionality: Fundraising	SaaS		1		
ACTIVE Net - Functionality: POS	SaaS		1		
ACTIVE Net - Functionality: Activity Registration	SaaS		1		
ACTIVE Net - Functionality: League Scheduling	SaaS		1		
ACTIVE Net - Functionality: Memberships	SaaS		1		
ACTIVE Net - Service Package Standard 6	Service	ACTIVE Net Service Package Standard 6 consists of the following Services: • remote business process review • remote functionality review & data	1	26,000.00	26,000.00



Product	Product Type	Product Description	Quantity	Sales Price	Total Price
		<ul style="list-style-type: none"> collection preparation • remote data collection review • remote data entry (system inventory and policy controls) • remote user testing • remote train the trainer training • remote Go Live preparation • remote hardware configuration <p>The scope of Services is contained to the 6 functionalities listed below.</p> <p>50% of total Service costs will be billed at Service initiation, payable within 30 days of the date of invoice.</p> <p>50% of total Service costs will be billed at Service completion, payable within 30 days of the date of invoice.</p>			
ACTIVE Net - Class Customer Loyalty - Professional Services Conversion to ACTIVE Net Credit	Service	<p>The Class Customer Loyalty – Professional Services Conversion to ACTIVE Net Credit (the "Credit") is conditioned upon Client fulfilling all of its obligations under the Agreement during the initial term of the Agreement or three years, whichever is longer. If Client fails to fulfill such obligations, Client must pay to Active the full amount of the Credit. The Credit is only to be used for professional services, but cannot be used for hardware or reimbursement of airfare/transportation cost. Client must be current on Class Maintenance until ACTIVE Go Live to be eligible for the Credit. Service Charges will increase to standard list rate after initial term of the Agreement.</p>	1	-30,000.00	-30,000.00
ACTIVE Net - Technical Services: CLASS Data Conversion - Customers	Service	<p>ACTIVE Net Technical Services: CLASS Data Conversion - Customers consists of the following Services:</p> <ul style="list-style-type: none"> • remote configuration, testing & training 	1	7,000.00	7,000.00
ACTIVE Net - Technical Services: GIS Import	Service	<p>ACTIVE Net Technical Services: GIS Import consists of the following Services:</p> <ul style="list-style-type: none"> • remote configuration, testing & training 	1	1,400.00	1,400.00
ACTIVE Net - Technical Services: Financial Export	Service	<p>ACTIVE Net Technical Services: Financial Export consists of the following Services:</p> <ul style="list-style-type: none"> • remote configuration, testing & training 	1	1,400.00	1,400.00
ACTIVE Net - ACH Remittance - "Daily" Every 72 Hours	Service	Daily remittances are processed by Active on non-holiday business days 72 hours after the transaction day. Payments take one to three banking business days to process	1		

Service Total: USD 5,800.00

Total Price: USD 5,800.00

All fees described herein are in consideration of the Software and Services that Active provides. Active and Client acknowledge that certain credit card network rules and laws prohibit imposing a surcharge that is based on the type of payment method used (e.g., having a different fee for the use of a credit card vs. debit card), and therefore, each agree not to impose such a surcharge on any End User.

The payment options we offer may include MasterCard, Visa, American Express and Discover.

If your order includes hardware, please note that all hardware orders have a 30-day return policy, and it is recommended that you inspect your purchases upon delivery.



*Sales tax and shipping not included in total price. Sales tax and shipping, where applicable, will be added to your invoice.

Quote Acceptance Information

Signature: 

Printed Name: Eric Holmes

Title: City Manager

Date: 4/29/16

PO# (if applicable): 84977

Exhibit A

SUPPORT AND MAINTENANCE SERVICES

Annual Support and Maintenance Services. The following supplies and services are included in the Support Services and Maintenance Services provided by Active as determined by the level of Support Services and Maintenance Services purchased which are set forth in a separate Schedule.

1. General.

1.1 In order to receive the benefit of the service levels contained herein, Client must be in compliance with the obligations of the Agreement.

1.2 Client understands and acknowledges that the Product is a commercial off-the-shelf product with core architecture that services many clients, and that Active is permitted to make changes to the Product hosting environment, network, telecommunications, data storage, and any/all other information technology infrastructure that underlies the Product, without seeking or obtaining any consent from Client.

2. Technical Support.

2.1 Standard: This is the default level of Support and is included with your license to use Active's Software. Available between 5:00am and 6:00pm Pacific Time, Monday through Friday, via web portal (<http://www.activenetwork.com/service-and-support/customer-support>).

2.2 Advanced: If you have purchased Advanced Support, Support is available between 5:00am and 6:00pm Pacific Time, Monday through Friday, via telephone (800-663-4991) or web portal (<http://www.activenetwork.com/service-and-support/customer-support>).

2.3 Enterprise: If you have purchased Enterprise Support, Support is available between 5:00am and 6:00pm Pacific Time, Monday through Friday via telephone (800-663-4991) or web portal (<http://www.activenetwork.com/service-and-support/customer-support>) with preferred access to second tier resources.

3. **Phone Support.** Unlimited phone Support for system down issues on a twenty four (24) hours x seven (7) days a week basis, provided that: (a) support calls, placed during "Extended Support Hours" (those occurring after 6:00pm and before 5:00am Pacific Time, Monday through Friday, and any time during the weekend and holidays), are placed by an authorized contact person and (b) the requested phone support consists of a "Call Priority Level 1" issue, as defined in the table below. Unlimited phone Support is offered to Desktop Software Clients only if the site has remote access and Internet email capability.

4. **Online Support.** Access to the Active customer care web portal, discussion forums, knowledgebase and online training materials, which are available at <http://www.activenetwork.com/service-and-support/customer-support>.

5. **Upgrades.** Active shall also provide Upgrades of the Software and free assistance in planning the Upgrades.

6. **Support Issue Priorities and Timelines.** New Support incidents are assigned one of the following levels, each with its respective standard ticket resolution target.

Call Priority Level	Description	Standard Completion Target
Priority 1	Issues that result in Client's inability to fulfill critical business functions (i.e. those pertaining to core functionality such as processing registrations, memberships, rentals) and that have no reasonable work-around.	All: 1 business Day
Priority 2	Issues significantly impacting the use of the system but which do not prevent core functions from being fulfilled.	Standard: 3 business day Advanced: 2 business days Enterprise: 1 business day
Priority 3	All other issues, except those classified as Priority 4 (i.e. how-to questions, reporting/reconciliation issues).	Standard: 5 business days Advanced: 3 business days Enterprise: 2 business days
Priority 4	Issues that are not time-sensitive or may be undertaken as a customer service initiative outside the scope of this attachment.	All: None

7. Services Not Included.

The following are excluded from all offered Support Services and Maintenance Services:

- Services which are required to remedy problems that stem from changes to or defects in system configuration upon which the Software was originally installed.
- Services which are required to remedy problems which do not stem from any defect in the Software.
- Services which are required to remedy problems caused by lack of training of the Client's personnel.
- Improper treatment or use of the Software.
- Onsite or remote training services.
- Full report customization service.
- Database-specific services or assistance.

8. Restrictions.

The following actions will void the Support Services and Maintenance Services portions of the Agreement:

- The use of any other application that modifies data in the database, whether created by you or otherwise.
- The use or creation of any other application that competes with or replaces a module that is offered by Active to work with either the application or the application's database.

9. Annual Support and Maintenance Related to SaaS Services Only.

The following Support Services and Maintenance Services are offered in conjunction with the above for SaaS Services Clients.

- Monitoring of connectivity and critical functionality at all times.
- Site-down/critical issues response time of one (1) hour, with commercially reasonable efforts to advise your organization of the current status and expected resolution time.
- Scheduled maintenance and Updates designed to address performance, with reasonable efforts to notify Clients of scheduled maintenance times and potential impacts to service.
- Urgent maintenance (done to correct network, hardware or software issues that are likely to cause significant service disruption and that require immediate action). Active may undertake urgent maintenance at any time deemed necessary and shall provide status updates to Clients as soon as possible.

EXHIBIT B: INSURANCE REQUIREMENTS

Active shall keep in force during the entire term of this agreement insurance against claims for damages to person or property which may arise out of the performance of this agreement whether such work shall be by Active, Active's subcontractor or anyone directly or indirectly employed by either Active or a subcontractor subject to the terms, conditions, and exclusions of the policy. The amount of coverage provided by such insurance shall be not less than Five Hundred Thousand Dollars (\$500,000) combined single limit for bodily injury and property damage.

Active agrees to the following requirements relating to insurance coverage:

- a. The City of Vancouver, Washington shall be included as an additional insured with respect to all such policies and copies of all such policies shall be furnished by Active to Client upon request.
- b. Professional Liability Insurance. Active shall keep in force during the entire term of this Agreement, professional liability insurance (errors and omissions) against claims which may arise out of the performance of this Contract whether such work shall be by Active, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor. The amount of coverage provided by such insurance shall be not less than Five Hundred Thousand Dollars (\$500,000) per claim and in the aggregate.
- c. Worker's Compensation Insurance. Active shall obtain and keep in force during the entire term of this Agreement, worker's compensation insurance for all its employees engaged in work under or pursuant to this Agreement who are required to be so covered by the laws of the State of Washington and in case any work is subcontracted, Active shall require the subcontractor to provide worker's compensation insurance for all of its employees unless or to the extent that such employees are covered by the protection provided by Active.
- c. Cyber Liability Insurance. Active shall keep in force during the entire term of this Agreement, cyber liability insurance covering claims involving privacy violations, data breach, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security subject to the terms, conditions, and exclusions of the policy. The amount of coverage provided by such insurance shall be not less than Five Hundred Thousand Dollars (\$500,000) per claim and in the aggregate.

Active shall endeavor to provide evidence of all insurance required, at Client's request, by submitting an insurance certificate to Client on a standard "Acord" or comparable form.

Staff Report: 057-24

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 3/25/2024

SUBJECT Interlocal Agreement with Clark County Correction Services for Offender Restitution Crew Labor/Maintenance Services

Key Points

- Clark County, by and through its District Court Corrections, operates a supervised community restitution program.
- This partnership offers courts and offenders an alternative to incarceration and provides offenders the opportunity to make restitution without losing wages.
- Crews provide additional maintenance services for parks, sensitive lands, rights-of-way, and special facilities. The City utilized 748 of 988 available crew days in 2023.
- A full crew consists of one Clark County crew chief and 10 work crew offenders. A full crew is billed at a rate of \$500 per day. The City also pays \$205 per person per day through Correction Services billing, meaning a 10-person crew costs \$2,505 per day.
- The City provides training, scheduling, and technical support to achieve efficient and effective delivery of services.

Strategic Plan Alignment

High Performing Government – a government that is reliable, fiscally responsible, equitable, and open to compromise.

Climate and Natural Systems – Environmental stewardship and efforts to address climate change to ensure a sustainable future.

Safe and Prepared Community – a safe place to live, work, learn, and play.

Present Situation

The City of Vancouver (Public Works/Operations) has contracted with Clark County Corrections for offender labor maintenance services for more than 20 years. This alternative contract partnership has provided the City with an additional resource to complete non-skilled maintenance tasks within available budget.

The attached Interlocal Agreement provides five crews that can be used for up to 988 crew days over the term of the one-year agreement. Activities include, but are not limited to, general litter removal, landscape maintenance and weeding, road right-of-way and median maintenance, and general park and recreation area maintenance for four full-time crews. A fifth crew will be assigned to the Greenway Sensitive Lands program for removal of non-native plant species, assistance in plantings, and general shrub bed maintenance generally within the Burnt Bridge Creek Greenway and at other sensitive lands within the City of Vancouver.

The attached agreement is one year in duration.

Advantage(s)

- The City can use an alternative contract partnership that is affordable and cost effective, allowing City Full Time Employee (FTE) and resources to be most effectively managed and scheduled.
- Restitution crews complete tasks that further improve City landscapes, sensitive lands, rights-of-way, and special facilities.
- Many tasks completed under this partnership may not otherwise be prioritized due to limited staff resources.
- Community restitution provides an opportunity for people convicted of misdemeanors and other crimes, such as DUI, to work in lieu of incarceration or paying fines they may not be able to afford, which benefits offenders and the community. The City provides weekend work for crews to minimize the impact to offenders with other paid employment during the week.
- The City has reviewed this partnership from a Diversity, Equity, and Inclusion (DEI) lens and recommends continuing through 2024.

Disadvantage(s)

None

Budget Impact

The use of community restitution crews is funded through the General Fund, Solid Waste, and the Stormwater Utility Fund. The 2024 adopted budget includes a sufficient appropriation to cover this service.

Prior Council Review

In 2023, City council approved the Interlocal Agreement, providing the same number of work crews, at the same rate per crew day of \$500.

Action Requested

Authorize the City Manager, or their designee, to sign an Interlocal Agreement with Clark County Correction Services for offender restitution crew labor/maintenance services.

Michael Cero, Operations Superintendent, 360-487-8245

ATTACHMENTS:

- ▣ Interlocal Agreement with Clark County

**INTERLOCAL AGREEMENT FOR SERVICES
BETWEEN**

Clark County

PO Box 9806,
Vancouver, Washington 98666-8806
(564) 397-2436 – Fax (564) 896-9878

AND

The City of Vancouver

PO Box 1995, Vancouver, Washington 98668-1995
(360) 696-8177

Interlocal Agreement Period

Beginning: January 1, 2024
Ending: December 31, 2024

Interlocal Agreement: #2024-COR-101

Offender Work Crew Labor

Services and materials provided

Cost: Not to exceed \$494,000/annual

988 crew days at \$500/day*

*excluding any applicable taxes

Program Contacts:

Primary:
Michael Cero 487-8245
Alternate:
Brian Potter 487-8323

Program Contacts:

Program Manager:
Lisa Biffle 397-6045 (1829)
Lead Crew Chief - Dennis David
397-6045 (1801)
Lead Crew Chief – Darren Truax
397-6045 (1815)

Fiscal: Shannon Turk 487-7132

Fiscal: Susan Volz
397-2424 (4731)

Contractual: David Zimmerman
564-397-5646

This Interlocal Agreement consists of the following exhibits:

- Special Terms and Conditions
- Standard & Special Tool List

Clark County and the City of Vancouver agree to the terms and conditions of this Interlocal Agreement and its exhibits as listed above by signing below.

DATED this _____ day of _____, 2024.

FOR CLARK COUNTY, WASHINGTON,
a political subdivision of the State of Washington

CITY OF VANCOUVER, a municipal
corporation and charter city of the first class in
the State of Washington

Kathleen Otto, County Manager

Eric J. Holmes, City Manager

Attested:

Natasha Ramras, City Clerk

Approved as to form:

Approved as to form:

Deputy Prosecuting Attorney

City Attorney

SPECIAL TERMS AND CONDITIONS

I. PURPOSE AND BACKGROUND

- A. This is an Interlocal Agreement entered into under the authority of the Interlocal Cooperation Act, RCW 39.34, between Clark County, Washington, a political subdivision of the State of Washington, and the City of Vancouver, a municipal corporation and charter city of the first class in the State of Washington.
- B. Pursuant to RCW 39.34, the purpose of this Interlocal Agreement is as set forth in Article I (Purpose and Background). Its duration is as specified in Article II. (Duration of Agreement). Its method of termination is set forth in Article III (Termination of Agreement). Its manner of financing and of establishing and maintaining a budget therefore is described in Article VI (Compensation) and Article VII (Billing Method and Process). No property shall be acquired pursuant to this Agreement which will need to be disposed of upon partial or complete termination of this Agreement.
- C. **Clark County by and through its District Court Community Restitution Program** operates a supervised offender labor crew, designated as and hereinafter referred to as “work crew.”
- D. **The City of Vancouver** (hereinafter “City”) desires to utilize the available services of District Court’s Community Restitution work crews.
- E. The purpose of this Agreement is to provide for the utilization of Community Restitution work crews by the City.
- F. District Court and the City desire to reduce to writing their understanding related to the provision and utilization of the Community Restitution Program.
- G. The City requests the assistance of District Court’s Community Restitution Program in order to provide services including but not limited to the following:
 - General litter pick and removal
 - Landscape maintenance and weeding
 - Roadway median maintenance
 - General Park and recreation area maintenance
 - Storm water facilities and stream cleanups
- H. Both parties hereby agree to communicate and cooperate to the fullest extent possible in order to achieve the desired results and avoid incurring excessive or unnecessary costs to either party.

II. DURATION OF AGREEMENT

The term of this Agreement is for the period from **January 1, 2024** through **December 31, 2024**.

III. TERMINATION OF AGREEMENT

Either party may choose to terminate this Agreement by notifying the other party in writing 90 days prior to termination. The City agrees to reimburse District Court for the cost of services provided through the date of termination of the Agreement.

IV. DISTRICT COURT AGREES TO:

- A. Allow the City to utilize work crews. To the greatest extent practicable endeavor to maintain the daily crew size of past practice. However, during a regular weekday (weekends and holidays excluded) if the daily crew size for a specific work crew falls below five (5), then Community Restitution staff will notify the City's primary Program Contact listed on the first page of this Agreement (phone calls will suffice) for the purpose of obtaining a keep or cancel dispatch decision. If at the time of dispatch the primary Program Contact listed is not readily available, then Community Restitution will make contact with an alternate Program Contact from the list to obtain a binding decision as to dispatch of that crew. If it is necessary to deploy crews with three or four crew members, the charge per day for crews that do not meet the minimum size of five members will be reduced by \$50.
- B. Assign only offenders that have been authorized to participate in Community Restitution by a judge of the Superior or District Courts.
- C. Provide all labor, transportation, and equipment necessary for work crew availability. District Court will provide work crew availability on a year-round basis subject to the exception of official holidays recognized by Clark County. Currently, under normal weather conditions, excluding travel time, crews are available for actual duty between the hours of 0830 to 1530, Monday through Sunday.
- D. Provide the tentative work hour schedule(s) to be performed by work crews on a monthly basis.
- E. Provide accident insurance coverage for work crew members assigned to City projects. Such coverage shall be equal to any such coverage presently provided for work crew members assigned to any other county-sponsored Community Restitution project.
- F. Provide Community Restitution staff and work crew members with any personal protection items required under the Washington Industrial Safety and Health Act (WISHA).
- G. Cooperate fully with the City to achieve satisfactory performance from the Crew Chief(s) and work crew(s) in the accomplishment of City projects. District Court will devote sufficient supervisory attention to all concerns raised pursuant to Article V section H (below) to resolve them in a manner that satisfies the City's performance expectations.

V. THE CITY AGREES TO:

- A. Provide a schedule of projects to be completed by work crews on a weekly basis.
- B. The schedule of projects will include: 1) Duties; 2) Locations; and, 3) Priorities of jobs to be completed.

- C. Provide technical staff support, equipment support, coordination and instructions on any new, comprehensive, or special projects as deemed necessary for attaining efficient and effective operations.
- D. In consideration of the need for timely dispatch and deployment decisions, upon receiving notice regarding crew size pursuant to Article IV Section E, the City will communicate to Community Restitution staff a timely decision to dispatch or cancel that crew followed by a written concurrence (e-mail will suffice). In situations where the primary Program Contact is not readily available at the time of dispatch, then an alternate Program Contact listed on the front of this Agreement will issue a binding decision as to deployment of that crew on behalf of the designated Program Contact.
- E. Provide at least one day advance notice to Community Restitution when non-standard tools or equipment from the Special Tool List will be necessary for a project.
- F. When work crews are unable to accomplish an assigned project with the standard tool compliment or with the special tools available, the City, at its option, will either provide Community Restitution with the specialized tools and/or supplies necessary or the City may elect to carry out the unaccomplished duties with City personnel. District Court and the City will cooperate in a conscious effort to respect any tool, equipment, or task restrictions placed upon the City by collective bargaining agreement(s) between the City and City employee labor organizations.
- G. In the accomplishment of City projects, both Community Restitution and the City share a mutual concern about achieving satisfactory performance from the Crew Chief(s) and work crew(s). To that end, the City will utilize the procedure outlined Article V section H below to resolve issues relating to performance.
- H. If there are performance concerns relating to Crew Chief(s) or Work Crew(s) that cannot be resolved directly and immediately with the Crew Chief, then the City's next step in resolving the issue, is to direct that concern in a timely fashion to the Lead Crew Chief in charge of Work Crew operations (at present the incumbents are **Dennis David** and **Darren Truax**). The Lead Crew Chief is empowered to resolve issues relating to Crew Chief or Work Crew performance. If performance concerns are not resolved to the City's satisfaction after working in direct cooperation with the Lead Crew Chief, then the City's next step in resolving the issue is to relate their understanding of the situation to the Program Manager responsible for Community Restitution operations (at present the incumbent is **Lisa Biffle**). Prior to pursuing an alternate means of problem resolution relating to Crew Chief or work crew performance, the City will make a reasonable effort to follow the procedure outlined above.
- I. Provide equipment, supplies, and cost responsibility for disposal of all project materials as necessary. The City will provide for the mechanized loading or moving of excessively heavy or bulky items when and where it is appropriate.
- J. Where applicable, the City will provide for traffic control consistent with the Washington Industrial Safety and Health Act (WISHA) standards and the manual on uniform traffic control devices (MUTCD).

- K. Provide for timely and adequate review of Community Restitution project activities and work cooperatively with District Court to ensure that project activities are consistent with the City's quality standards.
- L. The City may not require Community Restitution services at all times during the term of the Agreement. When that situation occurs, the City will provide no less than fifteen (15) calendar days prior written notice when services are not required. If and when there has been a cessation of services for the City, the City will provide sufficient advance written notice as to when the resumption of Community Restitution services are to begin.

VI. COMPENSATION

- A. District Court will be compensated for Community Restitution services at the rate of **\$500.00** per crew day exclusive of any applicable taxes. Expenditures may not exceed the aforementioned not to exceed limitation without executing amendment to this Agreement pursuant to Article XVI below.
- B. In the event that the tax rate increases over the term of this Agreement, the remaining work crew days available under this Agreement will be reduced to comply with the not to exceed amount of **\$494,000.**
- C. In the event there is an increase in the work crew daily rate within the term of this Agreement, the new rate shall apply to work performed as of the effective date of the approval. In such event, the parties shall execute an amendment to this Agreement providing for either (i) a reduction in the number of crew days so that original budget of **\$494,000** is not exceeded or (ii) maintaining the number of crew days and increasing the amount of the compensation to account for the increase in the work crew daily rate. District Court will process a contract modification according to the procedural requirements outlined in Article XVI below.
- D. The City will pay properly documented invoices for all earned services within forty-five (45) days of the receipt of the invoice.
- E. The City has provided budgetary authority to compensate District Court at or within the aforementioned dollar limits. If the City's budgetary authority relating to this Agreement changes over the term, the City may adjust the dollar limits set forth above through the Agreement amendment process as outlined in Article XVI below.

VII. BILLING METHOD AND PROCESS

- A. District Court will bill the City for Community Restitution charges on a monthly basis.
- B. The billing invoice with backup documentation will identify the dates when work was accomplished; resources used, and include the amount due for that billing period.
- C. The monthly billing invoice from District Court to the City will include sufficient backup documentation to verify the actual work performed for the billing period. This information will be reviewed by District Court prior to billing.
- D. District Court will provide timely processing of billing invoices. District Court processes its billing invoices internally, and then forwards invoices to the Accounts

Receivable section of the County Auditor's office. The Clark County Auditor Accounts Receivable department will send the billing invoice to the City's Contract Manager for payment. Inquiries regarding a billing should be directed to the District Court fiscal contact as indicated on the contract face sheet.

VIII. AGREEMENT ADMINISTRATION AND COMMUNICATIONS

District Court and the City contract managers shall administer this Agreement. Contract managers shall monitor service level and budget provisions of this Agreement. Each month, Community Restitution and City contract managers shall review service levels, service delivery, and costs. During the term of this Agreement, the respective contract managers will communicate via telephone or e-mail to relay information, answer questions, or raise concerns.

IX. DISPUTE RESOLUTION

In the event of a dispute between District Court and the City regarding the delivery of services under this Agreement, which cannot be resolved by their respective designated contract managers, the District Court Presiding Judge and the Vancouver City Manager or their designated representatives shall review such dispute and options for resolution. Any dispute not resolved by the representatives shall be referred to the Clark County Manager and City Manager. The decision of the County Manager and the City Manager regarding the dispute shall be final as between the parties.

X. INDEPENDENT CONTRACTOR

District Court is and shall at all times be deemed to be an independent contractor in the provision of the services set forth in this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between District Court and the City or between any of District Court's or City's employees. District Court shall retain all authority for provision of services, standards of performance, discipline, and control of personnel, and other matters incident to the performance of services by Community Restitution pursuant to this Agreement. Nothing in this Agreement shall make any employee of District Court an employee of the City or any employee of the City an employee of District Court for any purpose, including but not limited to, for withholding of taxes, payment of benefits, workers' compensation pursuant to Title 51 RCW, or any other rights or privileges accorded their respective employees by virtue of their employment.

XI. HOLD HARMLESS/INDEMNIFICATION

A. **DISTRICT COURT RESPONSIBILITY.** District Court agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by Community Restitution pursuant to this Agreement.

1. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against District Court, the City retains the right to participate in said suit if any principal of public law is involved.
 2. This indemnity and hold harmless shall include any claim made against the City by an employee of District Court or subcontractor or agent of District Court, even if District Court is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW except to the extent that such liability arises from the sole negligence of the City. District Court specifically acknowledges that the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that District Court shall provide the broadest scope of indemnity permitted by RCW 4.24.115.
- B. CITY RESPONSIBILITY. The City agrees to indemnify, defend, save and hold harmless District Court, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the conduct of the City pursuant to this Agreement.
1. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the City, District Court retains the right to participate in said suit if any principal of public law is involved.
 2. This indemnity and hold harmless shall include any claim made against District Court by an employee of the City or subcontractor or agent of the City, even if the City is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the sole negligence of District Court. The City specifically acknowledges that the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that the City shall provide the broadest scope of indemnity permitted by RCW 4.24.115.
- C. CONCURRENT NEGLIGENCE. Notwithstanding the foregoing, to the extent that liability arises from the concurrent negligence of both the City and District Court's Community Restitution Program, the costs, fees and expenses in connection therewith shall be shared between the City and District Court in proportion to their relative degrees of negligence.
- D. ATTORNEY FEES/COSTS. With regard to attorney's fees and costs, all parties shall bear their own costs of enforcing the rights and responsibilities under this Agreement.

XII. ASSIGNMENT/SUBCONTRACTING

Neither party shall transfer or assign, in whole or in part, any or all of its respective rights or obligations under this Agreement without the prior written consent of the other. District Court shall not subcontract for the provision of any services it is to provide the City under this Agreement without the prior written consent of the City.

XIII. NO THIRD PARTY BENEFICIARY

District Court does not intend by this Agreement to assume any contractual obligations to anyone other than the City. The City does not intend by this Agreement to assume any contractual obligations to anyone other than District Court. District Court and the City do not intend that there be any third-party beneficiary to this Agreement.

XIV. NOTICE

Any notices to be given under this Agreement shall at minimum be delivered, postage prepaid and addressed to:

To the City:

CONTRACTUAL ISSUES

Anna Vogel
Procurement Services Manager
City of Vancouver
610 Esther ST
P O Box 1995
Vancouver WA 98668-1995
Phone: 360.487.8429
Fax: 360.487-1029
e-mail: anna.vogel@cityofvancouver.us

OPERATIONAL ISSUES

Michael Cero
Operations Superintendent
City of Vancouver
4711 E Fourth Plain Blvd
PO Box 1995
Vancouver WA 98668-1995
Phone: 360.487.8245
Fax: 360.696.8002
e-mail: Michael.Cero@cityofvancouver.us

To District Court:

CONTRACTUAL ISSUES

Clark County District Court
Attention: David Zimmerman
P.O. BOX 9806
Vancouver, Washington 98666-8806
Phone: 564-397-5646
Fax: 564.759.6876
e-mail: David.Zimmerman@clark.wa.gov

OPERATIONAL ISSUES

Clark County District Court
Attention: Lisa Biffle
8101 N.E. 117th Ave.
Vancouver, WA 98682
Phone: 564.397.6045 x1829
Fax: 564.896.9878
e-mail: lisa.biffle@clark.wa.gov

The name and address to which notices shall be directed may be changed by either District Court or the City by giving the other party notice of such change as provided in this section.

XV. WAIVER

No waiver by either party of any term or condition of this Agreement incorporated in this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

XVI. AMENDMENT

The provisions of this Agreement may be amended with the mutual consent of the parties. No additions to, or alterations of, the terms of this Agreement shall be valid unless made

in writing and formally approved and executed by the duly authorized agents of both parties.

XVII. DOCUMENT EXECUTION AND CHAPTER 39.34 RCW COMPLIANCE

Community Restitution, a division of District Court, and the City agree that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. Upon execution, the Vancouver City Clerk shall cause a copy of this Agreement to be posted on the City website pursuant to Chapter 32, Laws of Washington 2006 (RCW 39.34.040).

XVIII. SEVERABILITY

If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

XIX. RATIFICATION

Acts taken in conformity with this Agreement prior to its execution are hereby ratified and affirmed.

XX. ENTIRE AGREEMENT

This Agreement contains all of the agreements of the parties with respect to the subject matter covered or mentioned therein, and no prior agreements shall be effective to the contrary.

STANDARD & SPECIAL TOOL LIST

STANDARD EQUIPMENT:

The table below contains the types of standard tools that are available from a Work Crew trailer on a regular basis.

TOOLS	
BROOM, Push	RAKE, Leaf
HOE, Garden	SHOVEL, Flat Tip
HOE, Hula	SHOVEL, Round Tip
RAKE, Garden	SHOVEL, Scoop

SPECIAL EQUIPMENT:

The table below lists the types of special equipment/tools that are only available on a request basis. In the event additional standard tools or other equipment/tools from the table below are required for a particular project, Community Restitution should normally receive the request for equipment/tools at least one day in advance of the need. When the requests for special equipment/tools exceed the equipment/tools available, the equipment/tools requested will be distributed equally among those agencies making the special equipment/tools requests. Community Restitution does not carry the special equipment/tools listed below on its trailers without prior request.

HAND TOOLS/ POWER TOOLS	
Loppers	Lawn Mowers
Pruning saws	String Trimmers
Pick / Mattocks	Edgers
Pitchfork, Hay	Blowers
Wheelbarrows	Hedgers

Staff Report: 058-24

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 3/25/2024

SUBJECT Interlocal Agreement with Clark County for Solid Waste Planning

Key Points

- The Interlocal Agreement (ILA) with Clark County serves to memorialize the County's responsibility to plan for solid waste activities of the City of Vancouver. This plan update and work is required in state law by chapters 70A.205 and 70A.300 RCW and guided by the Department of Ecology (Ecology).
- The County's Comprehensive Solid Waste Management Plan (CSWMP) was last updated in and adopted by City Council in July 2015, then approved by the County and Ecology with a final plan adopted and in effect since September 2015.
- A coordinated solid waste planning effort is an efficient way for both the City and County to gain near and long-term system planning and results in a more convenient and efficient locally managed solid waste system. The plan is a key document that provides vision and direction via recommendations, capturing the suite of existing urban waste services offered, as well as identifying the needs and gaps for residents, businesses, and self-haul generators across the region, while providing for key recommendations based on future growth, resiliency and fiscal oversight, resulting in continuity in service in the next half-decade.

Strategic Plan Alignment

High Performing Government – a government that is reliable, fiscally responsible, equitable, and open to compromise.

Climate and Natural Systems – environmental stewardship and efforts to address climate change to ensure a sustainable future.

Housing and Human Needs – meeting basic needs and partnering with organizations to support the community.

Present Situation**Background**

In the August 2023 workshop, City staff provided a primer on the current law and status of the

County's work to update the last version of a Comprehensive Solid Waste Management Plan (CSWMP). This plan and work is anticipated to have numerous connections and critical touchpoints for Vancouver, which City staff brought to the City Council for discussion at the August 14, 2023 Council Workshop.

The County's CSWMP is developed to provide the community with goals and policies for implementing, evaluating, and modifying existing or future solid waste management programs. The plan includes updating descriptions of existing conditions and programs to reflect progress and accomplishments over the previous years. It lists policies and practices reviewed by the County's Solid Waste Advisory Commission (SWAC), solid waste staff and representatives of the seven cities and town in the region, as well as interested community members, solid waste industry representatives, and other stakeholder groups. The County Council and cities/town councils adopt the final draft plan and practices as recommended by SWAC. As a participating jurisdiction in a County-led plan, Clark County Council will be responsible for guiding solid waste policy into the future and approaches under the plan timeframe of the coming five years.

A CSWMP addresses critical items needed for future decision making on implementing improvements to the solid waste system in Clark County as follows:

- **Promotes sustainable practices** for governments, non-governmental organizations, businesses, and residents.
- **Reviews pertinent regulations** and other management plans.
- **Guidelines for the development** of programs, policies, operating plans.
- **Planning for solid waste infrastructure** and operations including facility, siting criteria and process.
- **Background information to support facility permitting** decisions by Clark County Public Health and other state and local government agencies.
- **Technical support and justification** for grant applications, capital project fund request, budget planning and future programs.
- **Identifies and presents opportunities for collaboration** with others in the region for collection, recycling services and potential ownership and operation of transfer facilities.

Present Status

With this context in mind and since the August workshop, City and County staff have regularly engaged in discussions that result in a final staff recommended Interlocal Agreement (ILA) for Solid Waste Planning. Note one key difference from this ILA for Planning between the two public agencies is this is uniquely focused on the plan update process. This change is due in part to updated guidance received from the Department of Ecology (Ecology) as part of the state regulating agency's update to their own local solid waste planning guidelines, which have undergone a review by committee of fellow county and select city's that plan for solid waste. These guidelines are important as they contain criteria through which a future, to-be-provided, Preliminary Draft Plan will be reviewed and weighted for completeness.

In anticipation of Ecology's updated guidance being finalized, the County is expected to submit a Preliminary Draft CSWMP to Ecology for review and open a public comment period. This timing aligns with City's staff recommendation to enter into this new Interlocal Agreement for Planning, to commence upon City Council and County Council approval for a term of three years.

A proposed companion interlocal agreement relating to implementation by the City and County of the new solid waste transfer and disposal Master Services Agreement with Columbia Resources Company is being introduced in conjunction with this matter, although as a separate discussion point. The two agreements have some similar themes but are different enough that they are being

presented separately.

Next Steps

City staff are requesting City Council's approval to enter into the Interlocal Agreement for Planning. Upon City Council's approval, this ILA for Planning is scheduled to be brought to Clark County Council on March 26 for review and motion consideration.

Final policy consideration by City Council as it relates to the County's Final Draft CSWMP is anticipated in 2025 as part of the adoption process of the Final Draft Plan.

Advantage(s)

1. Continues a legacy approach for solid waste planning activities led by Clark County and requires that the County plan for the needs of the entire region, inclusive of all seven incorporated cities and town as well as unincorporated or urban growth areas.
2. Results in the County being the lead agency and responsible for producing a Preliminary Draft Plan and eventual Final Draft Plan to be considered by all incorporated cities and town to adopt, once ready.
3. This Agreement acts as a connector binding the fourth largest incorporated city in the state to a County-led CSWMP and allows the County sufficient time to refine and complete a final Plan.

Disadvantage(s)

The City of Vancouver has historically participated in a planning effort that is County-led which results in the City acting in an advisory capacity in the City's position on the County's Solid Waste Advisory Commission and as it relates to the Plan update. The City continues with historical practice by committing to participate in County-led Plan; however, the community gains financial and environmental benefits by sharing in the costs and operation of a regional system inclusive of the unincorporated and urban growth areas serving all seven area cities and town in the County.

Budget Impact

This proposed ILA for Planning is not anticipated to result in financial impacts to the City's Solid Waste fund. The County acting as the planning authority would be required to cover the cost of updating the Plan pursuant to the Agreement and receives funding from state grant funds and regional solid waste fees for this work.

Prior Council Review

City Council Workshop on August 14, 2023.

Action Requested

Authorize the City Manager or designee to sign the Interlocal Agreement for Solid Waste Planning between Clark County and the City of Vancouver.

Julie Gilbertson, Solid Waste Supervisor, 360-487-7162

ATTACHMENTS:

- ▣ Interlocal Agreement for Solid Waste Planning

HDC.2160

CLARK COUNTY

and

P.O. Box 1995, Vancouver, WA 98666

Update to Comprehensive Solid Waste Management Plan

CCPH City of Vancouver CSWMP Interlocal HDC.2160

Upon Execution - For Three Years

County Contacts		
Program	Fiscal	Contract
Joelle Loescher 360.397.8126 Joelle.Loesch@clark.wa.gov	Kayla Mobley 564.397.8235 Kayla.Mobley@clark.wa.gov	Rebecca Addington 564.397.8415 GCT@clark.wa.gov

City Contacts		
Program	Fiscal	Contract
Julie Gilbertson 360.487.7162 julie.gilbertson@cityofvancouver.us	Shannon Turk 360.487.7132 shannon.turk@cityofvancouver.us	Anna Vogel 360.487.8429 anna.vogel@cityofvancouver.us

This Contract for governmental services, where both parties are public agencies, pursuant to RCW 39.34.080 is entered into between Clark County, hereinafter referred to as County, and City of Vancouver, hereinafter referred to as City. County and City agree to all terms and conditions, exhibits, and requirements of this contract.

CLARK COUNTY:

Kathleen Otto, _____ Date
County Manager

APPROVED AS TO FORM ONLY:

Amanda Migchelbrink, _____ Date
Deputy Prosecuting Attorney

**INTERLOCAL AGREEMENT
BETWEEN CLARK COUNTY AND CITY OF VANCOUVER
DESIGNATING CLARK COUNTY AS THE LEAD AGENCY FOR THE REVISION OF
THE COMPREHENSIVE SOLID WASTE MANAGEMENT PLAN**

Pursuant to Chapter 39.34 RCW and RCW 70A.205.040, this Interlocal Agreement (Agreement) is entered into between Clark County and the City of Vancouver, establishing the obligations of the Parties for the maintenance and adoption of the Clark County Comprehensive Solid Waste Management Plan (CSWMP).

WHEREAS, RCW 70A.205.010 and RCW 70A.300.007 assigns primary responsibility for solid waste and moderate risk waste planning to local government; and

WHEREAS, RCW 70A.205.040 and RCW 70A.300.350 require or authorize counties, in cooperation with the various cities located within such county, to prepare a coordinated comprehensive solid & hazardous waste management plan; and

WHEREAS, under RCW 70A.205.075, all solid waste management plans must be maintained in current condition by periodic updates that include the estimated long-range planning needs for solid waste handling facilities projected twenty years into the future and local governments may also periodically update their hazardous waste plans; and

WHEREAS, the City and the County (Parties), recognize that our citizens and businesses, public policymakers, and local government staff benefit from cooperative, coordinated, and shared approaches to managing the regional solid waste system; and

WHEREAS, RCW 70A.205.040(4)(c) outlines that cities may authorize the county to prepare a plan for the city's solid waste management for the inclusion in the CSWMP; and

WHEREAS, this Agreement serves to meet a common interest between Clark County and the Cities of Battle Ground, Camas, La Center, Ridgefield, Vancouver and Washougal and the Town of Yacolt designating Clark County as the lead agency responsible for maintaining and updating the CSWMP and is part of other related agreements and understandings.

WHEREAS, the Parties previously entered into a Solid Waste Interlocal Agreement on December 19, 2005 and have enjoyed a lengthy, productive, and effective working relationship in coordinating a wide range of solid waste disposal and collection issues; and

WHEREAS, in order to successfully develop, finance, and manage the Regional Solid Waste System, it is desirable that all waste generated in Clark County, including waste generated in incorporated cities and towns within the county, be disposed of through the Regional Solid Waste System and that the City and County agree that all waste generated in the corporate limits of the City shall be disposed of at Finley Buttes disposal site and transfer sites for the disposal of solid waste generated within the corporate limits of the City; and

WHEREAS, the Parties wish to adopt, maintain, and enforce minimum levels of service for residential source separation and collection of recyclables, including residential curbside recycling programs, multi-family recycling diversion programs, and residential yard waste/organics collection programs; and

WHEREAS, as part of this Agreement, the City agrees to authorize the County to prepare a plan for the City's solid waste management for inclusion in the CSWMP; and

WHEREAS, the Parties wish to continue working to develop and implement environmentally sound and cost-effective solid waste management programs including waste reduction and recycling diversion programs that reduce greenhouse gas emissions as appropriate from the disposed waste stream.

NOW, THEREFORE, in consideration of the mutual benefits and covenants contained herein, it is hereby agreed:

1. Purpose of agreement. The Parties intend this Agreement to provide for continued cooperation by both Parties in the updating of the CSWMP, implementation of that plan, and periodic updates or replacement of that plan, all in compliance with Chapters 70A.205 and 70A.300 RCW.
2. Public Ownership of Transfer Stations. In recognition that the Parties desire to continue to move toward a more regionalized and standardized solid waste management system.
 - 2.1. The COUNTY and CITY are committed to public ownership of the existing Central Transfer, West Van, and any future to-be-built transfer station(s) (excluding the existing transfer station in Washougal). These parties, along with any other municipal entity within the COUNTY that chooses to participate, will create a regional, multi-jurisdictional entity COUNTY successor to own and provide solid waste disposal and transfer services to those participating jurisdictions. As a statement of intent, both the COUNTY and CITY assert their strong preference for regional-entity ownership by a COUNTY successor, and that ownership by COUNTY or CITY is disfavored.
 - 2.2. In furtherance of this, the COUNTY and CITY shall negotiate the terms of an interlocal agreement pursuant to chapter 39.34 RCW that identifies a statutory mechanism for formation of the entity to be the COUNTY successor, a general initial framework for shared, representational governance by all participating jurisdictions, and establishes a transparent and accountable timeline for formation of the entity by December 31, 2029.
 - 2.3. In the event the COUNTY, CITY, and other participating jurisdictions are unable to form this anticipated regional entity by December 31, 2030, the COUNTY and CITY agree to meet and determine in good faith how one or both entities will temporarily own and govern the solid waste transfer facilities until such time as the regional entity can be formed and become operational, which is not anticipated to take longer than 24 months.

3. Authority and responsibilities.

- 3.1. County shall act as lead agency for review of the CSWMP, and for preparation of the revised CSWMP, incorporating both solid waste and moderate risk waste elements.
- 3.2. It is understood that the planning effort will be informed by the Solid Waste Advisory Committee (SWAC) and the Regional Solid Waste System Steering Committee (RSWSSC).
 - 3.2.1. The City, its staff and policymakers shall be partners and participants with the County and the SWAC and RSWSSC in the regularly scheduled plan review, update(s) and implementation and will be afforded opportunity to propose plan modifications.
- 3.3. It is understood that the Washington State Department of Ecology (Ecology) will consider approval of the revised CSWMP only after all local jurisdictions participating in the planning process have adopted the revised CSWMP.
- 3.4. The responsibilities of all parties in the management, planning, operations, and collection services of solid waste programs (including moderate risk waste) will be delineated in the adopted CSWMP.
- 3.5. No separate entity is being created by this Agreement.

4. Limitations.

- 4.1. Nothing in this Agreement shall supersede any authority granted to either the County or the City, or otherwise imply any control by one Party over the other Party.
- 4.2. Nothing in this Agreement shall obligate either Party to provide personnel or assume operation and maintenance responsibilities for the other party's facilities or operations. Nor shall any provision of this agreement change in any manner the rules and restrictions under which either Party operates.

5. Dispute resolution. Any disputes arising under the terms of this agreement shall be resolved through a negotiated effort to reach consensus. The Parties may agree to mediation as part of such effort.

6. Plan development process. The Parties agree to the following process for development of, updates to, and replacement of the CSWMP.

6.1. Revision process

- 6.1.1. With input from SWAC and RSWSSC, the County will develop a draft and circulate that draft to Ecology and all cities within the Regional Solid Waste System. The

County will make that draft available to the public for comments on their website.

6.1.2. After good faith consideration of any responses from the public, cities and town, and Ecology, County staff will prepare a final draft. After consultation with the city/town, SWAC, and RSWSSC, County will have the discretion to decide whether to change the final draft as a result of the responses.

6.1.3. Upon adoption, as defined herein, County will submit the adopted final draft to Ecology.

6.2. Amendments and updates

6.2.1. All proposed amendments will be evaluated per the process defined in the CSWMP.

6.2.2. Cities and towns that have signed the Agreement to join the Regional Solid Waste System may send possible amendments to the County for formal proposal. Upon such proposal, the County shall conduct the plan development process as outlined in this section.

6.2.3. The County shall prepare CSWMP updates as required by Chapter 70A.205 RCW, 70A.300 RCW, or by Ecology.

7. Plan adoption. If within 90 days of receiving the final draft CSWMP from the County, the City does not pass a resolution either adopting or disapproving the plan and delivers that resolution to the County, the City authorizes the County to include the City's solid waste plan prepared by the County in the CSWMP. All participating jurisdictions will be notified by the County when the CSWMP is adopted by County Council and when the CSWMP is approved by Ecology.

8. Term. Commencing on the effective date as outlined below in this Agreement, this Agreement shall continue for three years from the date of execution and may be extended upon mutual agreement and subject to City Council approval for an additional term. This Agreement may be rescinded, terminated as herein provided, or as outlined in the adopted subsequent plan. Any party hereto may withdraw and terminate its rights and obligations under this Agreement with the understanding that:

8.1. Notice of intent to withdraw and develop an independent plan shall be given to all parties, including SWAC and RSWSSC, and shall be provided with 12 months' notice; and

8.2. Prior to termination, a withdrawing City must have prepared and received approval from Ecology for their independent solid waste management plan; and

8.3. Each Party will remain responsible for its own costs, whether incurred during this Agreement or otherwise.

9. Effective date. This Agreement shall be effective upon its execution by the Clark County Council after execution by all other participating governments. The Parties agree that in the event this Agreement is approved on or after the effective date, the terms and conditions hereof shall be construed as having been in full force and effect as of the effective date.
10. Entire agreement and modification. This Agreement embodies the entire agreement and understanding between the Parties hereto with respect to its subject matter and supersedes all prior agreements and understandings, whether written or oral, relating to its subject matter. No amendment or modification of this Agreement shall be valid unless made in writing and signed by each Party, following authorization by Vancouver's City Council.
11. Indemnification / Hold harmless. City shall defend, indemnify and hold County, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the negligent acts, errors or omissions of City in performance of this Agreement, except for injuries and damages caused by the sole negligence of County. 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 City, its officers, officials, employees, and volunteers, City's liability, including the duty and cost to defend, hereunder shall be only to the extent of the City's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the City'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.
12. Public Records Act. Notwithstanding the provisions of this Agreement to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, RCW Chapter 42.56, as may hereafter be amended, each party agrees to maintain all records constituting public records and to produce or assist both parties in producing such records, within the time frames and parameters set forth in state law. Each party further agrees that upon receipt of any written public record request from the public, shall, within two business days, notify the other party of receipt of the request by providing a copy of the request to the other party's Public Records Officer.

13. Recording or public listing. The Parties agree that this Agreement, after full execution, either will be recorded with the Clark County Auditor or listed by subject on Clark County's website or other electronically retrievable public source, as required by RCW 39.34.040.
14. Severability. If any provision of this Agreement is held invalid, the remainder would then continue to conform to the terms and requirements of applicable law.

Staff Report: 059-24

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 3/25/2024

SUBJECT Interlocal Agreement with Clark County for Solid Waste Coordination

Key Points

- Last month City and County Councils' approved entering into an Agreement In Principle with the private owner and operator of the existing three regional transfer stations, Columbia Resource Company, which is anticipated to result in a final contract (Master Services Agreement, or MSA) in the second quarter of 2024.
- In advance of a MSA, City and County staff captured current and future terms and understandings from both the transfer and disposal contract, other key contracts and activities in a proposed second Interlocal Agreement (ILA).
- This proposed Interlocal Agreement for Solid Waste Coordination identifies key roles, clarifies terms, captures key understandings and shared objectives between the public agency partners.
- This coordinated effort is an efficient way for both public agencies to assure the region's largest incorporated city's needs are clear and transparent for both elected Councils, as well as members of the public who experience the benefits of efficiency, collaboration, and coordination with solid waste services.

Strategic Plan Alignment

High Performing Government – a government that is reliable, fiscally responsible, equitable, and open to compromise.

Climate and Natural Systems – environmental stewardship and efforts to address climate change to ensure a sustainable future.

Housing and Human Needs – meeting basic needs and partnering with organizations to support the community.

Present Situation

In late February 2024, Vancouver and Clark County Councils' approved entering into an Agreement In Principle with the current owner and operator of the regional transfer stations, CRC.

Consistent with the past and current disposal contracts, the City and County have long collaborated on collection services and transfer & disposal contracts, it is in this vein that both public agencies have been able to cost-effectively manage solid waste services and yield resilient, environmentally responsible outcomes for our communities.

In advance of a new transfer and disposal contract that is anticipated in the second quarter of 2024, City and County staff captured current and future terms and understandings from both the transfer and disposal contract, other key contracts and activities in this proposed second Interlocal Agreement (ILA). This proposed ILA identifies key roles, clarifies terms, captures key understandings and shared objectives between the public agency partners.

This coordinated effort is an efficient way for both public agencies to assure the region's largest incorporated city's needs are clear and transparent for both elected Councils as well as members of the public who experience the benefits of efficient, collaborative and coordination with solid waste services in the next 15 years.

Detailed in the attached ILA for Coordination are key definitions, support for waste diversion, establishes a process for transparent and accountable fee setting, and affirms near-term agreement projects that are high-impact for our regional solid waste system.

Note, directly preceding this agenda item City Council weighed in on staff's recommendation for agreeing to a 3-year term focused ILA for Solid Waste Planning establishing the County as the lead agency for planning region-wide and that will eventually result in a Final Draft Comprehensive Solid Waste Management Plan. However, the City has a unique role in coordinating with the County that are not captured in the ILA for Planning.

In conclusion, City staff are requesting City Council's approval to enter into the ILA for Solid Waste Coordination. Upon City Council's approval the ILA for Coordination, the agreement is scheduled to be brought to Clark County Council on March 26, 2024, for review and motion consideration.

Advantage(s)

Provides for continuity in partnered work between the City and County, including efforts and work not captured in the ILA for Planning. The Agreement term aligns with the anticipated new transfer and disposal contract timeline, carries forward a commitment for future public ownership formation and defines key terms including establishing Agreement Projects.

Disadvantage(s)

None

Budget Impact

This proposed Interlocal Agreement for Solid Waste Coordination does not have a budgetary impact to Vancouver, however there is a provision allowing City staff or Council to seek additional information related to any proposed fee impacting Vancouver ratepayers and/or Council approved and adopted solid waste rates.

Prior Council Review

City Council Workshop, August 14, 2023.

Action Requested

Authorize the City Manager, or designee, to sign the Interlocal Agreement for Solid Waste Coordination Clark County and the City of Vancouver.

Julie Gilbertson, Solid Waste Supervisor, 360-487-7162

ATTACHMENTS:

- ▣ Interlocal Agreement for Solid Waste Coordination

INTERLOCAL AGREEMENT

HDC. 2183

between

CLARK COUNTY

P.O. Box 9825, Vancouver, WA 98666

and

CITY OF VANCOUVER

P.O. Box 1995, Vancouver, WA 9866

Project: Solid Waste Coordination
Contract Name: CCPH City of Vancouver ILA Solid Waste HDC.2183
Contract Period: Upon Execution- December 31, 2032

County Contacts		
Program	Fiscal	Contract
Joelle Loescher 360.397.8126 Joelle.Loescher@clark.wa.gov	Kayla Mobley 564.397.8235 Kayla.Mobley@clark.wa.gov	Rebecca Addington 564.397.8415 GCT@clark.wa.gov

City Contacts		
Program	Fiscal	Contract
Julie Gilbertson 360.487.7162 Julie.Gilbertson@cityofvancouver.us	Shannon Turk 360.487.7132 Shannon.Turk@cityofvancouver.us	Anna Vogel 360.487.8429 Anna.Vogel@cityofvancouver.us

This Contract for governmental services, where both parties are public agencies, pursuant to RCW 39.34.080 is entered into between Clark County, hereinafter referred to as County, and City of Vancouver, hereinafter referred to as City. County and City agree to all terms and conditions, exhibits, and requirements of this contract.

CITY OF VANCOUVER:

CLARK COUNTY:

Eric Holmes, Date
City Manager

Kathleen Otto, Date
County Manager

APPROVED AS TO FORM ONLY:

APPROVED AS TO FORM ONLY:

Jonathan Young, Date
City Attorney

Amanda Migchelbrink, Date
Deputy Prosecuting Attorney

Pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW, between the City of Vancouver “City”, and Clark County, Washington “County”. The City and County are occasionally referred to as the “Parties” or as a “Party”.

WHEREAS, this Agreement serves to define a common understanding and outline obligations between the City and County and regarding efforts and activities related to the Regional Solid Waste System; and

WHEREAS, the Parties have jointly participated in planning for solid waste management since 1990 through previous interlocal agreements and have since enjoyed a lengthy, productive, and effective working relationship while coordinating and collaborating on a wide range of solid waste disposal and collection issues; and

WHEREAS, The Parties maintain a separate Solid Waste Interlocal Agreement for Planning on _____ that designates the County as the lead agency for review of the Comprehensive Solid Waste Management Plan and for preparation of the revised plan, incorporating both solid waste and moderate risk waste elements consistent with chapter 70A.205 RCW. This Agreement is not intended to replace or otherwise alter the Solid Waste Interlocal Agreement for Planning; and

WHEREAS, the Parties recognize that our citizens and businesses, public policymakers and local government staff jointly benefit from cooperative, coordinated, and shared approaches to managing the Regional Solid Waste System; and

WHEREAS, the City and County have distinct responsibilities and authorities for oversight and operation of programs affecting the collection and disposal of solid waste, recyclables, and organics; and

WHEREAS, the coordination of waste reduction, recycling, and organics diversion programs between the County and City creates savings, addresses state diversion requirements, and provides other benefits for both Parties; and

WHEREAS, the Parties wish to continue working to facilitate capital improvements for the Regional Solid Waste System to enable more diversion and to develop and implement environmentally sound, cost-effective solid waste and hazardous waste management programs including waste reduction and diversion programs; and

WHEREAS, the County contracts for solid waste handling services, including development of local facilities for the receipt, recycling, and processing for out-of-county disposal of solid waste generated within the cities, towns, and unincorporated areas of the County with the City having had an historic and ongoing key partner role in the 1992 and 2006 disposal and transfer station services contracts with Columbia Resource Company (CRC); and

WHEREAS, the City and County have participated in negotiations with Columbia Resource Company (CRC) since December 2019 regarding a new Contract, anticipated to be completed in 2024, that better serves the ongoing needs of the region; and

WHEREAS, the Guiding Principles for this Agreement include:

- Promotion of sustainable actions and behaviors that ensure resources and options for future generations consistent with goals for solid waste identified in state and local climate change initiatives.
- Maintaining a solid waste system that supports equity, economic vitality and conserves natural and fiscal resources.
- Achieving a reasonable balance among public convenience, cost to ratepayers, public health, and the environment.
- Maintaining flexibility to anticipate future changes and needs.
- Promoting source reduction, reuse, and recycling.
- Increasing local control of solid waste management and commitment to public ownership of the system.
- Maintaining accurate waste stream measurement and monitoring.
- Encouraging cooperative and coordinated efforts among government agencies, community members, and the private sector for managing solid wastes; and

WHEREAS, the Parties desire to accomplish a more regionalized and standardized solid waste management system. Significant progress was achieved on this by establishing the Regional Solid Waste System Steering Committee in 2016; and

WHEREAS, the approach for improved coordination as it relates to the Regional Solid Waste System and as detailed in this Agreement provides for sharing of information, assures greater transparency and accountability, allows City participation and support for Agreement Projects, and assures the delivery of consistent communication and outreach efforts.

NOW, THEREFORE, in consideration of the mutual benefits and covenants contained herein, it is hereby agreed:

1. Definitions.

For purposes of this Interlocal Agreement, the following definitions shall apply.

- 1.1. “Agreement” means the Solid Waste Coordination Interlocal Agreement pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW, between the City of Vancouver (City), and Clark County, Washington (County).
- 1.2. “Agreement Projects” means projects and programs that are intended by the Parties to be planned for and/or implemented during the Term of this Agreement.
- 1.3. “City” means the City of Vancouver, Washington.
- 1.4. “Comprehensive Solid Waste Management Plan” (CSWMP) means the Clark County Comprehensive Solid Waste Management Plan approved by the Department of Ecology and adopted and amended by the County pursuant to chapter 70A.205 RCW.
- 1.5. “Contract” means the Transfer, Transportation and Out of County Disposal and Recyclables and Specified Processing Services Contract by and between Columbia Resource Company (CRC) and County to which the City is a signatory, as adopted or amended.
- 1.6. “CRC” means Columbia Resource Company, LLC, a wholly owned subsidiary of Waste

Connections.

- 1.7. “County” means Clark County, Washington.
- 1.8. “County Solid Waste Fund” means the designated County operations and admin fund 4014 is an enterprise fund maintained by the County. All revenue received from the Administrative/Regulatory fees and the County Health Fee as adopted or amended (currently \$1.43/ton) paid to the County by CRC under sections 12.3.5, 12.10 and 12.11 of the 2006 Solid Waste Recycling, Transfer, Transport and Out-of-County Disposal Contract (Contract) and any future new Contract, all Solid Waste Implementation revenue received by the County from the Washington Department of Ecology under its Local Solid Waste Financial Assistance (LSWFA) grant program or other programs intended to support regional planning, outreach and other implementation efforts of the Regional System. Administrative fees paid to the County from Yard Debris or Recycling Collection contracts administered by the County, the County’s allocation of the Residential Recycling Revenue (based on volumes collected from County generators; see Section 6 below), and the Solid Waste Enforcement allocation of the Ecology LSWFA grants are specifically not regional and may be utilized at the County’s discretion for purposes other than system-wide benefits.
- 1.9. “Designated Disposal Site” means Finley Buttes Landfill located near Boardman, Oregon or alternative sites as designated in the CRC Contract Operations Plan and events related to Alternative Methods or Uncontrollable Circumstance.
- 1.10. “Designated Organics Processing Site” means Dirt Hugger located in Dallesport, Washington or other City approved processor of comingled residential organics food waste and yard wastes, or commercial organics or food waste.
- 1.11. “Hazardous Waste” means any waste, material or substance that is not excluded from regulation as “hazardous waste” by application of hazardous waste or dangerous waste regulations adopted by the United States Environmental Protection Agency, the Washington State Department of Ecology, or the Oregon State Department of Environmental Quality and that now or hereafter:
 - 1.11.1. Is required to be dealt with as hazardous waste under regulations promulgated by the United States Environmental Protection Agency at 40 CFR part 261;
 - 1.11.2. Contains a radioactive material the storage or disposal of which is regulated by state or federal law or regulation; or
 - 1.11.3. Is designated a “dangerous waste” or “extremely hazardous” waste pursuant to chapter 70A.300 RCW or applicable Oregon law.Certain waste that is not as of the effective date of this Agreement within one of the subsections 1.11.1 through 1.11.3 above, may after that date come within the scope of one or more of those subsections as determined by a governmental entity with jurisdiction; certain other waste that is within one of those subsections may cease to be recognized as a Hazardous Waste as defined herein. Accordingly, any waste, material or substance shall be deemed Hazardous Waste only so long as and to the extent that it is included in at least one of subsections 1.11.1 through 1.11.3 above.
- 1.12. “Organics” means any organic waste material that is source-separated for processing or composting, such as yard debris and food scraps generated by any residential or commercial customers.
- 1.13. “Regional Solid Waste System” or “Regional System” means all facilities for solid waste

- handling provided by the County, either directly or by contract with CRC or another private vendor, and all administrative activities related thereto. The term “Regional Solid Waste System” includes all sites designated by the County and City for the receipt or disposal of Solid Waste as well as the supporting practices and programs being operated within the region for waste collection, waste diversion and program promotion and administration.
- 1.14. “Regional Solid Waste System Fund (RSWSF) means the designated County fund 6318 and is an interest-bearing special revenue fund established and maintained by the County or County successor for the sole purpose of funding the Regional Solid Waste System as explicitly authorized by the forthcoming new disposal contract (i.e., MSA and Attachments.) Any interest earned must remain in the fund.
- 1.15. “Regional Solid Waste System Steering Committee” (RSWSSC) means the formalized group of agency directors representing local jurisdictions within Clark County that is described in this Agreement and as established through the adoption of Bylaws on May 19, 2016.
- 1.16. “Solid Waste” means:
- 1.16.1. Solid waste as defined by RCW 70A.205.015 with the exception of Hazardous Waste.
- 1.16.2. Solid waste, including recyclable material collected within the City by the City, a City contractor, or a private hauler under the authority of a “G” certificate granted by the Washington State Utilities and Transportation Commission under the provisions of chapter 81.77 RCW; and
- 1.16.3. Solid waste which is the residual waste remaining from a recycling facility located within the City or serving the City; and
- 1.16.4. Residential recyclable material collected by the City or pursuant to a contract with the City or with the Washington State Utilities and Transportation Commission under RCW 81.77.130.
- 1.17. “Special Waste” means Solid Wastes that require special handling and are collected, processed, recycled and/or disposed of separately from other Solid Wastes as defined in the Contract, CSWMP, chapter 6.12 VMC, or upon written mutual agreement of the Public Works Director of the City of Vancouver and the Director of Clark County Public Health or their designees. Special Waste may or may not be required to be disposed of through the Regional Solid Waste System as determined by the above listed Directors.
- 1.18. “Transfer Stations” or “Regional Transfer Stations” means the designated transfer facilities and parcel(s) upon which the station facilities sit and identified in the Plan including Central Transfer Station located at 11034 NE 117th Avenue, West Vancouver Transfer Station 6601 NW Old Lower River Road, Washougal Transfer Station located at 4020 S. Grant Street and any additional transfer stations to be constructed for the Regional System.

2. Purpose.

The purpose of this Agreement is to provide for continued coordination and collaboration between the City and County on targeted solid waste and diversion efforts, including identifying

Agreement Projects to be considered and agreed upon by the Parties and that may be relevant to other regional partner cities or town.

3. Term.

This Agreement shall commence upon execution and expire on December 31, 2032. This Term may be extended pursuant to Section 15.

4. Obligations.

This Agreement serves to memorialize the County and City as active partners in collaborating on regional and shared efforts, and coordination on contracts and programs related to regional priorities. Obligations of the County, City, or both are as follows:

4.1. City & County

4.1.1. The County and City shall have collaborative communications and hold regular meetings to discuss issues of mutual interest, such as discussing progress of capital improvement and maintenance projects arising from the CRC Contract, implementing CSWMP recommendations, coordinating projects identified in Section 5, matters of community education and outreach, and state laws or regulations.

4.1.2. The County and City will each be financially responsible for their own staff time.

4.1.3. The City and County agree to continued coordination and shared planning efforts working with Waste Connections in drafting work plans for Educators and Recycling Advocates pursuant to each Party's respective collection contracts and contamination reduction activities.

4.2. City

4.2.1. The City, at its own expense, may develop pilot projects and include County staff for review and input as necessary.

4.2.2. If the City implements a pilot program impacting Transfer Station services, the City will keep the County informed and afford the County ample opportunities to weigh in on design, approach, and messaging.

4.2.3. The City will continue to support the County through active participation on CSWMP updates, SWAC, and RSWSSC. The City will review and provide comments on preliminary draft procurements, studies, rate setting, and supplemental requests for maintenance or other reimbursement costs relating to the CRC Contract.

4.2.4. The City shall remain the lead for maintaining the RecycleRight app services, provided through a City-managed contract with Routeware (formerly Recollect) and bill pursuant to the 2014 MOU relating to the Regional Partner Agreement for Recollect for the appropriate cost sharing to the County and vendors (CRC or Waste Connections of Washington, Inc. (WCW)).

4.3. County

4.3.1. The County will be responsible for all time and resources required to manage the CSWMP, develop and manage budgets relating to the use of County Solid Waste Funds and Regional Solid Waste System Funds, administration, oversight of the Contract, convening RSWSSC, and leading other regional matters.

- 4.3.2. The County shall be responsible for assuring that the City is afforded regular opportunities to participate in providing oversight and decision-making regarding expenditures of Regional Solid Waste Funds.
- 4.3.3. The County will coordinate CSWMP planning activities and meetings and will consider City input on policy matters pursuant to the ILA for Solid Waste Planning and this Agreement.
- 4.3.4. If the County implements a pilot program impacting City managed collection services, the County will keep the City informed and afford the City ample opportunities to weigh in on design, approach, and messaging.

5. Agreement Projects.

The Parties agree the following are Agreement Projects to be evaluated and decided by the Parties and will be carried forward for SWAC, RSWSSC, or respective policy-maker input in a timely manner:

- 5.1. Update, approval, and adoption of the anticipated 2025 CSWMP. At the time of this Agreement, the County is actively preparing a Preliminary Draft.
- 5.2. Completion of a second feasibility study and comparative analysis to support a formal process of siting and construction of a fourth regional Transfer Station, consistent with the County's 2023 [Preliminary Siting Report](#) as identified in the County's [Regional System Study](#). The new Transfer Station is anticipated to be paid for with Regional Solid Waste System Funds and will result in public ownership.
- 5.3. A final decision on public ownership of the existing Transfer Stations.
- 5.4. Execute a new Contract for Transfer, Transportation and Out of County Disposal Contract with CRC, including securing funding for capital improvements through CRC contributions, County Solid Waste Funds (4014) and Regional Solid Waste System Funds (6318), or other sources, and identification of future system maintenance and capital improvement projects.
- 5.5. Annexations – anticipated annexations by the City are likely to result in an increased role for the City in solid waste management.
- 5.6. The Parties will engage in regular discussions regarding budgets/cost sharing, in-kind contributions, and work plans to facilitate these Agreement Projects. Anticipated targets for collaboration may include but are not limited to coordination on identifying appropriate regional uses for budgeted County Solid Waste Funds, Regional Solid Waste System Funds, consideration for inclusion of City projects in LSWFA, and other grant applications and implementation.
- 5.7. Coordination on public outreach, messaging, and branding of regional solid waste programs and flexibility for Vancouver to differentiate its efforts from the general regional directions as appropriate to best serve its residents and businesses. Directions and goals of Vancouver's Climate Action Framework and Strategic Plan may also be furthered through how solid waste related messaging is shaped for City audiences.
- 5.8. Provide tailored education and outreach efforts to multi-family residents with the goal to increase participation in waste diversion and recycling practices, piloting new initiatives or programs to address service equity, and reach an underserved and growing segment of residents in the region.

- 5.9. Increase transfer and reload capacity to support increased organics diversion, including food waste, from residential and commercial sectors as required for the City pursuant to chapter 70A.205 RCW.
- 5.10. How the City can assist the County in its responsibilities for future facility capital improvement planning, design, and construction management until a suitable County successor assumes these duties.
- 5.11. Joint review of target materials for curbside and drop off collection and other diversion programs at Transfer Stations as well as extended producer responsibility management and funding.

6. Public Ownership of Transfer Stations.

In recognition that the Parties desire to continue to move toward a more regionalized and standardized solid waste management system.

- 6.1. The County and City are committed to public ownership of the existing Central Transfer, West Van, and any future to-be-built transfer station(s) (excluding the existing transfer station in Washougal). These parties, along with any other municipal entity within the County that chooses to participate, will create a regional, multi-jurisdictional entity County successor to own and provide solid waste disposal and transfer services to those participating jurisdictions. As a statement of intent, both the County and City assert their strong preference for regional-entity ownership by a County successor, and that ownership by County or City is disfavored.
- 6.2. In furtherance of this, the County and City shall negotiate the terms of an interlocal agreement pursuant to chapter 39.34 RCW that identifies a statutory mechanism for formation of the entity to be the County successor, a general initial framework for shared, representational governance by all participating jurisdictions, and establishes a transparent and accountable timeline for formation of the entity by December 31, 2029.
- 6.3. In the event the County, City, and other participating jurisdictions are unable to form this anticipated regional entity by December 31, 2030, the County and City agree to meet and determine in good faith how one or both entities will temporarily own and govern the solid waste transfer facilities until such time as the regional entity can be formed and become operational, which is not anticipated to take longer than 24 months.

7. Waste Reduction, Recycling and Organics Diversion.

The City and the County agree to cooperate to achieve the priorities for waste reduction and waste recycling and diversion set forth in the CSWMP, pursuant to chapter 70A.205 RCW and applicable collection contracts. The City shall establish and maintain commingled recycling, organics diversion and waste reduction programs in compliance with all applicable federal, state, and local laws.

8. Regional Solid Waste System

8.1. Regional Solid Waste Steering Committee.

- 8.1.1. The RSWSSC was created May 19, 2016. The RSWSSC is comprised of the Public Works Directors/designees for each of the seven cities and towns within the region and includes the Director of Clark County Public Health/designee.

- 8.1.2. The County will take the lead to solicit input from RSWSSC on major expenditures of impact or benefit to the region from either the County Solid Waste Fund or Regional Solid Waste System Fund and as consideration and planning is undertaken for future capital investments and in the evaluation of public ownership options and governance structures to manage key Regional Solid Waste System facilities.
- 8.1.3. The RSWSSC's purpose, activities, powers, and duties may continue to evolve with the needs of the region, and its members are anticipated to have an active role in helping to shape a Joint Municipal Utilities Services (JMUS) or other regional solid waste organizational structure to act as a County successor.
- 8.2. Regional System Oversight, and Management of Regional Funds and Program Grant Priorities.
 - 8.2.1. As the lead agency, the County shall be responsible for assuring that members of the RSWSSC are consulted and afforded regular opportunities to participate in providing oversight and input regarding expenditures of County Solid Waste Funds and Regional Solid Waste Funds.
 - 8.2.2. The County and City may jointly agree to collaborate on tasks and projects using revenue from the Local Solid Waste Financial Assistance (LSWFA) grant program or other outside funding sources to further regional planning, outreach, and other implementation efforts.
- 8.3. Regional Identity, Coordinated Outreach Messaging, and Branding for Local and Regional Solid Waste Programs.
 - 8.3.1. The City will be consulted and given ample opportunities to develop outreach and messaging related to regional programs. The City retains authority to communicate directly with its residents and businesses on the topics it deems most relevant to its community members, including use of City-specific branding. The City may choose to differentiate its messages and information from that provided by the County which is more general and/or regional in nature.
- 9. Solid Waste Transfer and Disposal and Processing Sites for City Solid Waste.
 - 9.1. Participation in the Regional Solid Waste System shall not reduce or otherwise affect the City's control over Solid Waste, Recyclables and Organics/Food Waste collection pursuant to applicable state law and City contracts with vendor(s) for services.
 - 9.2. The Parties intend to enter into a separate Solid Waste Interlocal Agreement for Planning, which includes an understanding that City and County agree that all Solid Waste collected within the City will be delivered to the Designated Disposal Site. The transfer site or sites for City use shall be the Transfer Stations closest to the City – West Van Materials Recovery Facility and Central Transfer and Recycling Center. The County shall direct all Solid Waste delivered to these Transfer Stations, except recycled materials, to the Designated Disposal Site.
 - 9.3. Solid Waste collected through contract in the City will not normally be directed to the Washougal Transfer Station without the City's prior permission, as waste disposed from that facility does not get disposed of at the Designated Disposal Site.
 - 9.4. In the event of an emergency or upon the activation of an approved Operations

- Contingency and Emergency Plan with notification to the City, waste collected from within the City may be disposed in an alternative approved facility for timeframes stated in the Contingency Plan.
- 9.5. Special Waste generated within the City may be exempted from these requirements upon written notice from the City's Public Works Director to the County.
 - 9.6. Organics, Yard Debris and Food Waste materials collected through contracts in the City will be directed to City-approved processing sites. The City may approve changes to processing sites for Organics, Yard Debris, and Food Waste materials collected within the City, and in compliance with RCW 70A.205.540.

10. Fees.

- 10.1. The City Council is the rate setting authority for City customers, which includes evaluation of any County approved fees implemented under the Contract and any other County approved fees imposed on users of the Regional Solid Waste System. City staff shall be given reasonable notice of all proposed Tip Fee and Non-Tip Fee rate increases or decreases and shall have the right to comment and meet with the County staff regarding the proposed rate changes before adjustments are approved by the County, including timing and implementation of any fees considered. The CSWMP does not evaluate the impact of plan recommendations or actions on incorporated cities that exercise rate setting authority. If the City believes that the Tip Fees, adjustment requests or a component thereof are unreasonable or inappropriate, the City may request additional justification for the increase from the County. The City may review the issue with the County Council.
- 10.2. Transfer Station Host Fee. The City established a Host Fee in 2006 that CRC pays to the City. The current Host Fee is \$185,485 for 2024 and will continue to be adjusted and paid to the City pursuant to the Contract.
- 10.3. Residential Recycling Revenue Calculation and Disbursement. On April 1, 2017, the City, County and CRC formally adopted, a memorandum of agreement (MOA) related to the Distribution of Revenue from the Sale of Recyclable Materials. That MOA provides an equitable methodology for the calculation and disbursement of quarterly revenue generated from the sale of residential (curbside and multi-family) recyclable materials from CRC. This MOA formalized and documented the prior revenue sharing arrangements, the application of the annual recyclables allocation study results, the roles in review of processing fee changes, and the scheduling of communications and coordination related to sharing regular reports between the agencies and residue study or other audits of the recycling processing system.

11. Enforcement.

The City shall maintain in effect and reasonably enforce chapter 6.12 VMC, Garbage Disposal, and chapter 5.62 VMC, Collection of Recyclable Materials, as those chapters are adopted or amended. Upon the request of the County, the City also may consider revocation or termination of licenses, franchises, or contracts previously granted by the City to persons who violate the VMC relating to the disposal of Solid Waste.

12. Contracts with Vendors; No City Obligation.

The County and City may jointly enter a contract or contracts with a vendor(s) to provide Solid Waste handling and specified processing services.

13. Indemnification.

13.1. The City agrees to indemnify and hold harmless the County, its officials, officers, agents, employees, volunteers, and representatives from and against all claims, demands, damages, suits at law or at equity, liabilities, losses, judgments, liens, expenses, and costs arising out of or occasioned by the City's negligent or intentional conduct resulting from this Agreement. In such an event, the City shall pay any judgment or lien arising therefrom, including all related costs.

13.2. The County agrees to indemnify and hold harmless the City, its officials, officers, agents, employees, volunteers, and representatives from and against all claims, demands, damages, suits at law or at equity, liabilities, losses, judgments, liens, expenses, and costs arising out of or occasioned by the County's negligent or intentional conduct resulting from this Agreement. In such an event, the County shall pay any judgment or lien arising therefrom, including all related costs.

13.3. These obligations shall survive termination of this Agreement.

14. Public Records Act.

Notwithstanding the provisions of this Agreement to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, chapter 42.56 RCW, as may hereafter be amended, each Party agrees to maintain all records constituting public records and to produce or assist both Parties in producing such records, within the time frames and parameters set forth in state law. Each Party further agrees that upon receipt of any written public record request from the public, shall, within two business days, notify the other Party of receipt of the request by providing a copy of the request to the other Party's Public Records Officer.

15. Entire Agreement.

This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and no prior agreements shall be effective to the contrary.

16. Amendment or Supplementation.

This Agreement may be amended upon the prior written agreement of the County and the City. Any such amendment may be executed on the City's behalf by the authorized officers of the County and City.

17. Termination.

Notification of intended termination by either Party shall be provided with six months written advance notification of such intent to cancel and consent shall not be unreasonably withheld. Any controversy or claim arising out of or relating to the termination of this agreement shall be addressed first through mediation and, if still unresolved, then through binding arbitration, prior to the commencement of any legal proceedings. The parties shall equally share the cost of a

mutually acceptable mediator or arbitrator, as the case may be. The prevailing party in any arbitration or litigation shall be entitled to recover from the non-prevailing party all attorneys' fees, expert witness and consultant fees, paralegal fees, and arbitration fees and charges, and all litigation costs, including all such fees and costs on appeal.

18. Severability.

If any part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

Staff Report: 060-24

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 3/25/2024

SUBJECT Approval of Interlocal Agreement with Cities of Camas and Washougal for Creation of Southwest Region Opioid Abatement Council

Key Points

- To benefit from the settlements entered into by the State of Washington, the City agreed in April 2022 to the terms of the One Washington Memorandum of Understanding (One WA MOU), which details the prerequisites for spending settlement funds from litigation against the manufacturers, distributors, and retailers of opioids.
- The City has received and will continue to receive payments from the State's settlements with the manufacturers, distributors, and retailers of opioids.
- One requirement of the One Washington MOU is to establish a regional Opioid Abatement Council to ensure that all opioid funds are spent on approved purposes. The City can meet this requirement through an interlocal agreement with one or more of the participating local governments in the Southwest Region (Clark, Skamania, Klickitat Counties, Camas, Washougal, Battle Ground, Ridgefield).
- Camas and Washougal are agreeable to the proposed interlocal, which enables the City to continue to be a direct recipient of the opioid funds to which it is entitled and then spend those funds for approved purposes.

Strategic Plan Alignment

Safe and Prepared Community – a safe place to live, work, learn, and play.

Present Situation

Since 2015, local governments around the Country have been united in efforts seeking to hold the manufacturers, distributors, and pharmacies of opioids responsible for the harms caused to their residents. The City of Vancouver joined this fight in 2019, filing suit against a number of manufacturers, distributors and pharmacies. That lawsuit was then transferred to the Northern District of Ohio as part of a nationwide multi-district litigation.

On April 4, 2022, Council authorized the City to execute a Memorandum of Understanding that specifies requirements for the expenditure of funds received in the opioid litigation while at the

same time establishing a presumptive percentage to which the City of Vancouver would be entitled to receive (roughly 1.73% of anything payable to Washington local governments). Subsequently, the City Council agreed to join the State of Washington's settlements with opioid distributors (AmerisourceBergen Corporation, Cardinal Health, Inc., and McKesson Corporation) and retailers (Teva, Walgreens, Walmart, Allergan, CVS), from which the City is expected to receive over \$7 million within the next decade. Claims against the defendants who have not settled remain pending.

The One WA MOU permits entities to receive direct payments had exercise discretion over the expenditures thereof provided that they be consistent with approved opioid abatement purposes. To ensure transparency and compliance with this requirement, the One WA MOU requires local governments to form Opioid Abatement Councils (OACs) within their respective regions. Negotiations to create this OAC have been ongoing since last year. Recently, Camas and Washougal have agreed to a proposal from the City for an interlocal agreement (ILA) to meet this purpose.

Under the proposed ILA, each municipality will operate as a subcommittee to ensure its own compliance with the One WA MOU requirements. Each municipality will receive direct payments as a result of any settlement, but and maintains the discretion spend those funds on any approved opioid abatement purposes (see Ex. A to One WA MOU). Ten percent of the funds may be used to cover overhead expenses.

Under the proposed MOU, the City of Vancouver would ultimately recover roughly 1.73% of moneys allocated to local governments in the State of Washington, as outlined in Exhibit B to the MOU. For example, if a settlement with all defendants yielded a distribution of \$173 million to Washington's local governments, the City of Vancouver would be entitled to roughly \$3 million, all to be used for opioid abatement purposes as outlined in Exhibit A to the MOU.

The MOU does not specify an exact sum for which the City of Vancouver would accept as settlement, but rather established a default allocation structure to facilitate resolution and avoid unnecessary litigation with other Washington and SW Washington jurisdictions.

Advantage(s)

- Enables the City to comply with the One WA MOU requirements for expenditures of any direct settlement payments.
- Allows City to retain complete discretion in how to spend opioid funds provided they are consistent with the approved opioid abatement strategies.

Disadvantage(s)

None

Budget Impact

Allows City to tap into settlement funds already received.

Prior Council Review

- 4/4/2022: Approval of One WA MOU
- 5/8/2023, 2/12/24: Discussion in Executive Session

Action Requested

Authorize the City Manager, City Attorney, and/or designee to execute and approve the attached Interlocal Agreement with the Cities of Camas and Washougal to establish the Southwest Region Opioid Abatement Council.

Dan Lloyd, Assistant City Attorney, 360-487-8520

ATTACHMENTS:

- ▯ Interlocal Agreement

INTERLOCAL AGREEMENT BETWEEN THE CITIES OF VANCOUVER, WASHOUGAL, AND CAMAS FORMING THE SOUTHWEST REGION OPIOID ABATEMENT COUNCIL

This Agreement is made and entered into among the City of Vancouver, a Washington municipal corporation (“Vancouver”), the City of Washougal, a Washington municipal corporation (“Washougal”) and the City of Camas, a Washington municipal corporation (“Camas”) for the purpose of establishing an Opioid Abatement Council (OAC) required by the “One Washington Memorandum of Understanding Between Washington Municipalities” (One WA MOU), attached hereto as Exhibit A and fully incorporated herein. Collectively, Vancouver, Washougal, and Camas are referred to as “Parties.” as defined by the (collectively “Parties”). It is the Parties’ intention that any other jurisdiction in the Southwest Allocation Region as defined in the One WA MOU may subsequently join this Agreement and the Southwest Region Opioid Abatement Council.

The Parties mutually agree to the terms contained herein.

RECITALS

- A. Clark, Skamania, and Klickitat Counties are Participating Local Governments pursuant to the One Washington MOU, as are the following cities within Clark County: Vancouver, Camas, Washougal, Battle Ground. The foregoing political subdivisions and municipalities shall be collectively referred to as “Participating Local Governments” for purposes of this Agreement.
- B. The Participating Local Governments have received and anticipate receiving funds resulting from settlements with opioid pharmaceutical supply chain participants. Funds allocated to all of the Participating Local Governments pursuant to the One WA MOU shall be collectively referred to herein as “Opioid Funds.” This agreement will apply to all Opioid Funds received pursuant to past and future settlements as defined in the One WA MOU.
- C. The Parties seek to designate special subcommittees of the Southwest Region OAC pursuant to Section C.4.h of the One WA MOU for the purposes of overseeing the use of Opioid Funds allocated to the aforementioned Participating Local Governments enumerated above consistent with the Approved Purposes set forth in the One WA MOU.
- D. This Agreement is made to carry out the One WA MOU and related settlement documents.
- E. This Agreement does not contemplate a joint budget.
- F. This Agreement does not contemplate the joint acquisition of property by the parties. At termination, each party will remain the sole owner of its own property.

AGREEMENT

1. The foregoing Recitals A through I are true and correct and are incorporated herein by reference as substantive provisions of this Agreement as if fully set forth herein.
2. The Parties, as Participating Local Governments, hereby designate special independent subcommittees of the Southwest Region OAC pursuant to Section C.4.h of the One WA MOU to oversee allocation, distribution, expenditures, and dispute resolution of Opioid Funds allocated to the aforementioned Participating Local Governments enumerated above consistent with the Approved Purposes set forth in the One WA MOU (“Approved Purposes”).
3. The Southwest Region OAC shall consist of independent subcommittees listed in Recital Paragraph A above, and each independent subcommittee shall have the authority and responsibilities as described herein.
4. The Participating Local Governments enumerated in Paragraph A will directly receive the Opioid Funds and will maintain full discretion over the use and distribution of their allocation of Opioid Funds, to include any and all past and future settlements with or judgments against any Pharmaceutical Supply Chain Participant as that term is defined in Section A.11 of the One WA MOU, provided the funds are used solely for Approved Purposes. Reasonable administrative costs for a Participating Local Government to administer its allocation of Opioid Funds shall not exceed actual costs or 10% of the Participating Local Government’s allocation of Opioid Funds, whichever is less. If the Southwest Region OAC receives any of the Opioid Funds, it will immediately transfer those funds to the Participating Local Governments consistent with the One Washington MOU.
5. If a participating city elects not to retain its settlement allocation, its allocation will be re-allocated to the county within which it is located absent separate agreement to the contrary. Upon receipt of the Opioid Funds, a city that elects to transfer those funds to its county may do so and the county will have full discretion over the use and distribution of those Opioid Funds, provided the funds are used solely for Approved Purposes.
6. Pursuant to section C.4.b of the One WA MOU, the independent subcommittees of the Southwest Region OAC will provide an annual budget and accounting for actual costs and will be reimbursed for those costs from the independent subcommittee's proportionate share of Opioid Funds, provided the reasonable administrative costs shall not exceed actual costs or 10%, whichever is less.
7. Opioid Funds will be subject to mechanisms for auditing and reporting to provide public accountability and transparency. All records related to the receipt and expenditure of Opioid Funds shall be maintained for no less than five (5) years and such records shall be available for review by the Parties to this Agreement, government oversight authorities, and the public. Each party shall be responsible for its own compliance with the Washington Public Records Act, chapter 42.56 RCW (as may be amended). This

Agreement, once executed, will be a "public record" subject to production to a third party if it is requested under Chapter 42.56 RCW.

8. Each Southwest Region OAC subcommittee will be responsible for the following actions with respect to Opioid Funds:
 - a. Monitor distribution of Opioid Funds to programs and services within the Southwest Region OAC regional service area for Approved Purposes.
 - b. Developing and maintaining a centralized public dashboard or other repository for the publication of expenditure data for expenditures of Opioid Funds by the Participating Local Governments enumerated in Paragraph C, or delegating that action to another Participating Local Government, which it shall update at least annually. Each Southwest Region OAC subcommittee shall provide a link to the other subcommittees' dashboards or other repository.
 - c. If necessary, require and collect additional outcome-related data to evaluate the use of Opioid Funds, and all Participating Local Governments enumerated in Paragraph C shall comply with such requirements. Prior to establishing these requirements, evaluation and reporting tools will be developed in partnership with Participating Local Governments enumerated in Paragraph C, unless already stipulated by the One WA MOU.
 - d. Hearing complaints by Participating Local Governments enumerated in Paragraph C regarding alleged failure to (1) use Opioid Funds for Approved Purposes or (2) comply with reporting requirements.
9. Nothing in this MOU shall be interpreted to waive the right of any Party to seek judicial relief for conduct occurring outside the scope of this Agreement that violates any Washington law. In such an action, the alleged offending Party may be represented by their respective public entities in accordance with Washington law. In the event of a conflict, any Party may seek outside representation to defend itself against such an action.
10. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original.
11. No changes or additions to this Agreement shall be valid or binding on any Party unless such changes or additions are in writing and executed by all Parties.

12. Each Party represents that all procedures necessary to authorize such Party's execution of this Agreement have been performed and that the person signing for such Party has been authorized to execute this Agreement.
13. This Agreement shall become effective against any signatory at the earliest time at which at least two Parties have so executed it, and shall be effective against any subsequent signatory at time of execution. It is the intent of this paragraph that other entities within the Southwest Region as defined in the One WA MOU be able to join at later dates without delaying the creation of the Southwest Region OAC.

WHEREFORE, the undersigned Party representatives do hereby approve and adopt the Agreement Forming the Southwest Region Opioid Abatement Council as set forth herein.

APPROVED this _____ day of _____, 2024.

FOR CITY OF VANCOUVER:

Attest:

Eric Holmes, City Manager

Natasha Ramras, City Clerk

Approved as to form:

Jonathan J. Young, City Attorney

FOR CITY OF CAMAS:

Attest:

Steve Hogan, Mayor

Sydney Baker, City Clerk

Approved as to form:

Shawn MacPherson, City Attorney

FOR CITY OF WASHOUGAL:

Attest:

David Scott, City Manager

Daniel Layer, City Clerk

Approved as to form:

Robert Zeinemann, City Attorney

BY EXECUTION BELOW, ANY ADDITIONAL ENTITY IN THE SOUTHWEST REGION
HEREBY JOINS THIS INTERLOCAL AGREEMENT SUBSEQUENT TO ITS EFFECTIVE
DATE.

FOR CLARK COUNTY:

Attest:

Kathleen Otto, County Manager

Scott Weber, County Clerk

Approved as to form:

Tony Golik, Prosecuting Attorney

FOR SKAMANIA COUNTY:

Attest:

Tom Lannen, Chair

Clerk of the Skamania County Board

Richard Mahar, County Commissioner

Asa Leckie, County Commissioner

Approved as to form:

Adam N. Kick, Prosecuting Attorney

FOR KLICKITAT COUNTY:

Attest:

Jacob L. Anderson, County Commissioner

Clerk of the Klickitat County Board

Lori Zoller, County Commissioner

Dan Christopher, County Commissioner

Approved as to form:

David R. Quesnel, Prosecuting Attorney

FOR CITY OF BATTLE GROUND:

Attest:

Erin Erdman, City Manager

City Clerk

Approved as to form:

Jill Karmy, City Attorney

EXHIBIT A

**INTERLOCAL AGREEMENT FOR
SOUTHWEST REGION OPIOID ABATEMENT COUNCIL**

ONE WASHINGTON MEMORANDUM OF UNDERSTANDING BETWEEN WASHINGTON MUNICIPALITIES

Whereas, the people of the State of Washington and its communities have been harmed by entities within the Pharmaceutical Supply Chain who manufacture, distribute, and dispense prescription opioids;

Whereas, certain Local Governments, through their elected representatives and counsel, are engaged in litigation seeking to hold these entities within the Pharmaceutical Supply Chain of prescription opioids accountable for the damage they have caused to the Local Governments;

Whereas, Local Governments and elected officials share a common desire to abate and alleviate the impacts of harms caused by these entities within the Pharmaceutical Supply Chain throughout the State of Washington, and strive to ensure that principals of equity and equitable service delivery are factors considered in the allocation and use of Opioid Funds; and

Whereas, certain Local Governments engaged in litigation and the other cities and counties in Washington desire to agree on a form of allocation for Opioid Funds they receive from entities within the Pharmaceutical Supply Chain.

Now therefore, the Local Governments enter into this Memorandum of Understanding (“MOU”) relating to the allocation and use of the proceeds of Settlements described.

A. Definitions

As used in this MOU:

1. “Allocation Regions” are the same geographic areas as the existing nine (9) Washington State Accountable Community of Health (ACH) Regions and have the purpose described in Section C below.
2. “Approved Purpose(s)” shall mean the strategies specified and set forth in the Opioid Abatement Strategies attached as Exhibit A.
3. “Effective Date” shall mean the date on which a court of competent jurisdiction enters the first Settlement by order or consent decree. The Parties anticipate that more than one Settlement will be administered according to the terms of this MOU, but that the first entered Settlement will trigger allocation of Opioid Funds in accordance with Section B herein, and the formation of the Opioid Abatement Councils in Section C.
4. “Litigating Local Government(s)” shall mean Local Governments that filed suit against any Pharmaceutical Supply Chain Participant pertaining to the Opioid epidemic prior to September 1, 2020.

5. “Local Government(s)” shall mean all counties, cities, and towns within the geographic boundaries of the State of Washington.

6. “National Settlement Agreements” means the national opioid settlement agreements dated July 21, 2021 involving Johnson & Johnson, and distributors AmerisourceBergen, Cardinal Health and McKesson as well as their subsidiaries, affiliates, officers, and directors named in the National Settlement Agreements, including all amendments thereto.

7. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this MOU.

8. “Opioid Abatement Council” shall have the meaning described in Section C below.

9. “Participating Local Government(s)” shall mean all counties, cities, and towns within the geographic boundaries of the State that have chosen to sign on to this MOU. The Participating Local Governments may be referred to separately in this MOU as “Participating Counties” and “Participating Cities and Towns” (or “Participating Cities or Towns,” as appropriate) or “Parties.”

10. “Pharmaceutical Supply Chain” shall mean the process and channels through which controlled substances are manufactured, marketed, promoted, distributed, and/or dispensed, including prescription opioids.

11. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, and/or dispensing of a prescription opioid, including any entity that has assisted in any of the above.

12. “Qualified Settlement Fund Account,” or “QSF Account,” shall mean an account set up as a qualified settlement fund, 468b fund, as authorized by Treasury Regulations 1.468B-1(c) (26 CFR §1.468B-1).

13. “Regional Agreements” shall mean the understanding reached by the Participating Local Counties and Cities within an Allocation Region governing the allocation, management, distribution of Opioid Funds within that Allocation Region.

14. “Settlement” shall mean the future negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the Participating Local Governments. “Settlement” expressly does not include a plan of reorganization confirmed under Title 11 of the United States Code, irrespective of the extent to which Participating Local Governments vote in favor of or otherwise support such plan of reorganization.

15. “Trustee” shall mean an independent trustee who shall be responsible for the ministerial task of releasing Opioid Funds from a QSF account to Participating Local Governments as authorized herein and accounting for all payments into or out of the trust.

16. The “Washington State Accountable Communities of Health” or “ACH” shall mean the nine (9) regions described in Section C below.

B. Allocation of Settlement Proceeds for Approved Purposes

1. All Opioid Funds shall be held in a QSF and distributed by the Trustee, for the benefit of the Participating Local Governments, only in a manner consistent with this MOU. Distribution of Opioid Funds will be subject to the mechanisms for auditing and reporting set forth below to provide public accountability and transparency.

2. All Opioid Funds, regardless of allocation, shall be utilized pursuant to Approved Purposes as defined herein and set forth in Exhibit A. Compliance with this requirement shall be verified through reporting, as set out in this MOU.

3. The division of Opioid Funds shall first be allocated to Participating Counties based on the methodology utilized for the Negotiation Class in *In Re: National Prescription Opiate Litigation*, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP. The allocation model uses three equally weighted factors: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. The allocation percentages that result from application of this methodology are set forth in the “County Total” line item in Exhibit B. In the event any county does not participate in this MOU, that county’s percentage share shall be reallocated proportionally amongst the Participating Counties by applying this same methodology to only the Participating Counties.

4. Allocation and distribution of Opioid Funds within each Participating County will be based on regional agreements as described in Section C.

C. Regional Agreements

1. For the purpose of this MOU, the regional structure for decision-making related to opioid fund allocation will be based upon the nine (9) pre-defined Washington State Accountable Community of Health Regions (Allocation Regions). Reference to these pre-defined regions is solely for the purpose of

drawing geographic boundaries to facilitate regional agreements for use of Opioid Funds. The Allocation Regions are as follows:

- King County (Single County Region)
- Pierce County (Single County Region)
- Olympic Community of Health Region (Clallam, Jefferson, and Kitsap Counties)
- Cascade Pacific Action Alliance Region (Cowlitz, Grays Harbor, Lewis, Mason, Pacific, Thurston, Lewis, and Wahkiakum Counties)
- North Sound Region (Island, San Juan, Skagit, Snohomish, and Whatcom Counties)
- SouthWest Region (Clark, Klickitat, and Skamania Counties)
- Greater Columbia Region (Asotin, Benton, Columbia, Franklin, Garfield, Kittitas, Walla Walla, Whitman, and Yakima Counties)
- Spokane Region (Adams, Ferry, Lincoln, Pend Oreille, Spokane, and Stevens Counties)
- North Central Region (Chelan, Douglas, Grant, and Okanogan Counties)

2. Opioid Funds will be allocated, distributed and managed within each Allocation Region, as determined by its Regional Agreement as set forth below. If an Allocation Region does not have a Regional Agreement enumerated in this MOU, and does not subsequently adopt a Regional Agreement per Section C.5, the default mechanism for allocation, distribution and management of Opioid Funds described in Section C.4.a will apply. Each Allocation Region must have an OAC whose composition and responsibilities shall be defined by Regional Agreement or as set forth in Section C.4.

3. King County's Regional Agreement is reflected in Exhibit C to this MOU.

4. All other Allocation Regions that have not specified a Regional Agreement for allocating, distributing and managing Opioid Funds, will apply the following default methodology:

- a. Opioid Funds shall be allocated within each Allocation Region by taking the allocation for a Participating County from Exhibit B and apportioning those funds between that Participating County and its Participating Cities and Towns. Exhibit B also sets forth the allocation to the Participating Counties and the Participating Cities or Towns within the Counties based on a default allocation formula. As set forth above in Section B.3, to determine the allocation to a county, this formula utilizes: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. To determine the allocation within a county, the formula utilizes historical federal data showing how the specific Counties and the Cities and Towns within the Counties have

made opioids epidemic-related expenditures in the past. This is the same methodology used in the National Settlement Agreements for county and intra-county allocations. A Participating County, and the Cities and Towns within it may enter into a separate intra-county allocation agreement to modify how the Opioid Funds are allocated amongst themselves, provided the modification is in writing and agreed to by all Participating Local Governments in the County. Such an agreement shall not modify any of the other terms or requirements of this MOU.

b. 10% of the Opioid Funds received by the Region will be reserved, on an annual basis, for administrative costs related to the OAC. The OAC will provide an annual accounting for actual costs and any reserved funds that exceed actual costs will be reallocated to Participating Local Governments within the Region.

c. Cities and towns with a population of less than 10,000 shall be excluded from the allocation, with the exception of cities and towns that are Litigating Participating Local Governments. The portion of the Opioid Funds that would have been allocated to a city or town with a population of less than 10,000 that is not a Litigating Participating Local Government shall be redistributed to Participating Counties in the manner directed in C.4.a above.

d. Each Participating County, City, or Town may elect to have its share re-allocated to the OAC in which it is located. The OAC will then utilize this share for the benefit of Participating Local Governments within that Allocation Region, consistent with the Approved Purposes set forth in Exhibit A. A Participating Local Government's election to forego its allocation of Opioid Funds shall apply to all future allocations unless the Participating Local Government notifies its respective OAC otherwise. If a Participating Local Government elects to forego its allocation of the Opioid Funds, the Participating Local Government shall be excused from the reporting requirements set forth in this Agreement.

e. Participating Local Governments that receive a direct payment maintain full discretion over the use and distribution of their allocation of Opioid Funds, provided the Opioid Funds are used solely for Approved Purposes. Reasonable administrative costs for a Participating Local Government to administer its allocation of Opioid Funds shall not exceed actual costs or 10% of the Participating Local Government's allocation of Opioid Funds, whichever is less.

f. A Local Government that chooses not to become a Participating Local Government will not receive a direct allocation of Opioid Funds. The portion of the Opioid Funds that would have been allocated to a Local Government that is not a Participating Local Government shall be

redistributed to Participating Counties in the manner directed in C.4.a above.

g. As a condition of receiving a direct payment, each Participating Local Government that receives a direct payment agrees to undertake the following actions:

- i. Developing a methodology for obtaining proposals for use of Opioid Funds.
- ii. Ensuring there is opportunity for community-based input on priorities for Opioid Fund programs and services.
- iii. Receiving and reviewing proposals for use of Opioid Funds for Approved Purposes.
- iv. Approving or denying proposals for use of Opioid Funds for Approved Purposes.
- v. Receiving funds from the Trustee for approved proposals and distributing the Opioid Funds to the recipient.
- vi. Reporting to the OAC and making publicly available all decisions on Opioid Fund allocation applications, distributions and expenditures.

h. Prior to any distribution of Opioid Funds within the Allocation Region, The Participating Local Governments must establish an Opioid Abatement Council (OAC) to oversee Opioid Fund allocation, distribution, expenditures and dispute resolution. The OAC may be a preexisting regional body or may be a new body created for purposes of executing the obligations of this MOU.

i. The OAC for each Allocation Region shall be composed of representation from both Participating Counties and Participating Towns or Cities within the Region. The method of selecting members, and the terms for which they will serve will be determined by the Allocation Region's Participating Local Governments. All persons who serve on the OAC must have work or educational experience pertaining to one or more Approved Uses.

j. The Regional OAC will be responsible for the following actions:

- i. Overseeing distribution of Opioid Funds from Participating Local Governments to programs and services within the Allocation Region for Approved Purposes.

- ii. Annual review of expenditure reports from Participating Local Jurisdictions within the Allocation Region for compliance with Approved Purposes and the terms of this MOU and any Settlement.
- iii. In the case where Participating Local Governments chose to forego their allocation of Opioid Funds:
 - (i) Approving or denying proposals by Participating Local Governments or community groups to the OAC for use of Opioid Funds within the Allocation Region.
 - (ii) Directing the Trustee to distribute Opioid Funds for use by Participating Local Governments or community groups whose proposals are approved by the OAC.
 - (iii) Administrating and maintaining records of all OAC decisions and distributions of Opioid Funds.
- iv. Reporting and making publicly available all decisions on Opioid Fund allocation applications, distributions and expenditures by the OAC or directly by Participating Local Governments.
- v. Developing and maintaining a centralized public dashboard or other repository for the publication of expenditure data from any Participating Local Government that receives Opioid Funds, and for expenditures by the OAC in that Allocation Region, which it shall update at least annually.
- vi. If necessary, requiring and collecting additional outcome-related data from Participating Local Governments to evaluate the use of Opioid Funds, and all Participating Local Governments shall comply with such requirements.
- vii. Hearing complaints by Participating Local Governments within the Allocation Region regarding alleged failure to (1) use Opioid Funds for Approved Purposes or (2) comply with reporting requirements.

5. Participating Local Governments may agree and elect to share, pool, or collaborate with their respective allocation of Opioid Funds in any manner they choose by adopting a Regional Agreement, so long as such sharing, pooling, or collaboration is used for Approved Purposes and complies with the terms of this MOU and any Settlement.

6. Nothing in this MOU should alter or change any Participating Local Government's rights to pursue its own claim. Rather, the intent of this MOU is to join all parties who wish to be Participating Local Governments to agree upon an allocation formula for any Opioid Funds from any future binding Settlement with one or more Pharmaceutical Supply Chain Participants for all Local Governments in the State of Washington.

7. If any Participating Local Government disputes the amount it receives from its allocation of Opioid Funds, the Participating Local Government shall alert its respective OAC within sixty (60) days of discovering the information underlying the dispute. Failure to alert its OAC within this time frame shall not constitute a waiver of the Participating Local Government's right to seek recoupment of any deficiency in its allocation of Opioid Funds.

8. If any OAC concludes that a Participating Local Government's expenditure of its allocation of Opioid Funds did not comply with the Approved Purposes listed in Exhibit A, or the terms of this MOU, or that the Participating Local Government otherwise misused its allocation of Opioid Funds, the OAC may take remedial action against the alleged offending Participating Local Government. Such remedial action is left to the discretion of the OAC and may include withholding future Opioid Funds owed to the offending Participating Local Government or requiring the offending Participating Local Government to reimburse improperly expended Opioid Funds back to the OAC to be re-allocated to the remaining Participating Local Governments within that Region.

9. All Participating Local Governments and OAC shall maintain all records related to the receipt and expenditure of Opioid Funds for no less than five (5) years and shall make such records available for review by any other Participating Local Government or OAC, or the public. Records requested by the public shall be produced in accordance with Washington's Public Records Act RCW 42.56.001 *et seq.* Records requested by another Participating Local Government or an OAC shall be produced within twenty-one (21) days of the date the record request was received. This requirement does not supplant any Participating Local Government or OAC's obligations under Washington's Public Records Act RCW 42.56.001 *et seq.*

D. Payment of Counsel and Litigation Expenses

1. The Litigating Local Governments have incurred attorneys' fees and litigation expenses relating to their prosecution of claims against the Pharmaceutical Supply Chain Participants, and this prosecution has inured to the benefit of all Participating Local Governments. Accordingly, a Washington

Government Fee Fund (“GFF”) shall be established that ensures that all Parties that receive Opioid Funds contribute to the payment of fees and expenses incurred to prosecute the claims against the Pharmaceutical Supply Chain Participants, regardless of whether they are litigating or non-litigating entities.

2. The amount of the GFF shall be based as follows: the funds to be deposited in the GFF shall be equal to 15% of the total cash value of the Opioid Funds.

3. The maximum percentage of any contingency fee agreement permitted for compensation shall be 15% of the portion of the Opioid Funds allocated to the Litigating Local Government that is a party to the contingency fee agreement, plus expenses attributable to that Litigating Local Government. Under no circumstances may counsel collect more for its work on behalf of a Litigating Local Government than it would under its contingency agreement with that Litigating Local Government.

4. Payments from the GFF shall be overseen by a committee (the “Opioid Fee and Expense Committee”) consisting of one representative of the following law firms: (a) Keller Rohrbach L.L.P.; (b) Hagens Berman Sobol Shapiro LLP; (c) Goldfarb & Huck Roth Riojas, PLLC; and (d) Napoli Shkolnik PLLC. The role of the Opioid Fee and Expense Committee shall be limited to ensuring that the GFF is administered in accordance with this Section.

5. In the event that settling Pharmaceutical Supply Chain Participants do not pay the fees and expenses of the Participating Local Governments directly at the time settlement is achieved, payments to counsel for Participating Local Governments shall be made from the GFF over not more than three years, with 50% paid within 12 months of the date of Settlement and 25% paid in each subsequent year, or at the time the total Settlement amount is paid to the Trustee by the Defendants, whichever is sooner.

6. Any funds remaining in the GFF in excess of: (i) the amounts needed to cover Litigating Local Governments’ private counsel’s representation agreements, and (ii) the amounts needed to cover the common benefit tax discussed in Section C.8 below (if not paid directly by the Defendants in connection with future settlement(s), shall revert to the Participating Local Governments *pro rata* according to the percentages set forth in Exhibits B, to be used for Approved Purposes as set forth herein and in Exhibit A.

7. In the event that funds in the GFF are not sufficient to pay all fees and expenses owed under this Section, payments to counsel for all Litigating Local Governments shall be reduced on a *pro rata* basis. The Litigating Local Governments will not be responsible for any of these reduced amounts.

8. The Parties anticipate that any Opioid Funds they receive will be subject to a common benefit “tax” imposed by the court in *In Re: National Prescription Opiate Litigation*, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP (“Common Benefit Tax”). If this occurs, the Participating Local Governments shall first seek to have the settling defendants pay the Common Benefit Tax. If the settling defendants do not agree to pay the Common Benefit Tax, then the Common Benefit Tax shall be paid from the Opioid Funds and by both litigating and non-litigating Local Governments. This payment shall occur prior to allocation and distribution of funds to the Participating Local Governments. In the event that GFF is not fully exhausted to pay the Litigating Local Governments’ private counsel’s representation agreements, excess funds in the GFF shall be applied to pay the Common Benefit Tax (if any).

E. General Terms

1. If any Participating Local Government believes another Participating Local Government, not including the Regional Abatement Advisory Councils, violated the terms of this MOU, the alleging Participating Local Government may seek to enforce the terms of this MOU in the court in which any applicable Settlement(s) was entered, provided the alleging Participating Local Government first provides the alleged offending Participating Local Government notice of the alleged violation(s) and a reasonable opportunity to cure the alleged violation(s). In such an enforcement action, any alleging Participating Local Government or alleged offending Participating Local Government may be represented by their respective public entity in accordance with Washington law.

2. Nothing in this MOU shall be interpreted to waive the right of any Participating Local Government to seek judicial relief for conduct occurring outside the scope of this MOU that violates any Washington law. In such an action, the alleged offending Participating Local Government, including the Regional Abatement Advisory Councils, may be represented by their respective public entities in accordance with Washington law. In the event of a conflict, any Participating Local Government, including the Regional Abatement Advisory Councils and its Members, may seek outside representation to defend itself against such an action.

3. Venue for any legal action related to this MOU shall be in the court in which the Participating Local Government is located or in accordance with the court rules on venue in that jurisdiction. This provision is not intended to expand the court rules on venue.

4. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Participating Local Governments approve the use of electronic signatures for execution of this MOU. All use of electronic signatures

shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101, *et seq.* The Parties agree not to deny the legal effect or enforceability of the MOU solely because it is in electronic form or because an electronic record was used in its formation. The Participating Local Government agree not to object to the admissibility of the MOU in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

5. Each Participating Local Government represents that all procedures necessary to authorize such Participating Local Government's execution of this MOU have been performed and that the person signing for such Party has been authorized to execute the MOU.

[Remainder of Page Intentionally Left Blank – Signature Pages Follow]

This One Washington Memorandum of Understanding Between Washington Municipalities is signed this _____ day of _____, 2022 by:

Name & Title _____

On behalf of _____

EXHIBIT A

OPIOID ABATEMENT STRATEGIES

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to:
 - a. Medication-Assisted Treatment (MAT);
 - b. Abstinence-based treatment;
 - c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;
 - d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions, co-usage, and/or co-addiction; or
 - e. Evidence-informed residential services programs, as noted below.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed, or promising practices such as adequate methadone dosing.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction and for persons who have experienced an opioid overdose.
6. Support treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose

or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support detoxification (detox) and withdrawal management services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including medical detox, referral to treatment, or connections to other services or supports.
8. Support training on MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
10. Provide fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
12. Support the dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
13. Support the development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.
2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.
4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
6. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
7. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
8. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.
9. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
10. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED
(CONNECTIONS TO CARE)**

Provide connections to care for people who have – or are at risk of developing – OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Support Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Support training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.
7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or persons that have experienced an opioid overdose.
8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced an opioid overdose.
10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced on opioid overdose.
11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
12. Develop and support best practices on addressing OUD in the workplace.
13. Support assistance programs for health care providers with OUD.
14. Engage non-profits and the faith community as a system to support outreach for treatment.
15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or post-arrest diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
 - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative;
 - f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses; or
 - g. County prosecution diversion programs, including diversion officer salary, only for counties with a population of 50,000 or less. Any diversion services in matters involving opioids must include drug testing, monitoring, or treatment.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, but only if these courts provide referrals to evidence-informed treatment, including MAT.

4. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Provide training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
4. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

5. Offer enhanced family supports and home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to parent skills training.
6. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing to educate prescribers on appropriate opioid prescribing.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
 - a. Increase the number of prescribers using PDMPs;
 - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs or by improving the interface that prescribers use to access PDMP data, or both; or
 - c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.
6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:
 - a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.

- b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database.
7. Increase electronic prescribing to prevent diversion or forgery.
8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Corrective advertising or affirmative public education campaigns based on evidence.
2. Public education relating to drug disposal.
3. Drug take-back disposal or destruction programs.
4. Fund community anti-drug coalitions that engage in drug prevention efforts.
5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
6. Engage non-profits and faith-based communities as systems to support prevention.
7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
9. Support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to

address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, or other members of the general public.
2. Provision by public health entities of free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
10. Support mobile units that offer or provide referrals to treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
11. Provide training in treatment and recovery strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
12. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Current and future law enforcement expenditures relating to the opioid epidemic.
2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to in various items above, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Invest in infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or implement other

strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
5. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
6. Research on expanded modalities such as prescription methadone that can expand access to MAT.

EXHIBIT B

County	Local Government	% Allocation
<u>Adams County</u>		
	Adams County	0.1638732475%
	Hatton	
	Lind	
	Othello	
	Ritzville	
	Washtucna	
	County Total:	0.1638732475%
<u>Asotin County</u>		
	Asotin County	0.4694498386%
	Asotin	
	Clarkston	
	County Total:	0.4694498386%
<u>Benton County</u>		
	Benton County	1.4848831892%
	Benton City	
	Kennewick	0.5415650564%
	Prosser	
	Richland	0.4756779517%
	West Richland	0.0459360490%
	County Total:	2.5480622463%
<u>Chelan County</u>		
	Chelan County	0.7434914485%
	Cashmere	
	Chelan	
	Entiat	
	Leavenworth	
	Wenatchee	0.2968333494%
	County Total:	1.0403247979%
<u>Clallam County</u>		
	Clallam County	1.3076983401%
	Forks	
	Port Angeles	0.4598370527%
	Sequim	
	County Total:	1.7675353928%

EXHIBIT B

County	Local Government	% Allocation
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Clark County

Clark County	4.5149775326%
Battle Ground	0.1384729857%
Camas	0.2691592724%
La Center	
Ridgefield	
Vancouver	1.7306605325%
Washougal	0.1279328220%
Woodland***	
Yacolt	
County Total:	6.7812031452%

Columbia County

Columbia County	0.0561699537%
Dayton	
Starbuck	
County Total:	0.0561699537%

Cowlitz County

Cowlitz County	1.7226945990%
Castle Rock	
Kalama	
Kelso	0.1331145270%
Longview	0.6162736905%
Woodland***	
County Total:	2.4720828165%

Douglas County

Douglas County	0.3932175175%
Bridgeport	
Coulee Dam***	
East Wenatchee	0.0799810865%
Mansfield	
Rock Island	
Waterville	
County Total:	0.4731986040%

Ferry County

Ferry County	0.1153487994%
Republic	
County Total:	0.1153487994%

EXHIBIT B

County	Local Government	% Allocation
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Franklin County

Franklin County	0.3361237144%
Connell	
Kahlotus	
Mesa	
Pasco	0.4278056066%
County Total:	0.7639293210%

Garfield County

Garfield County	0.0321982209%
Pomeroy	
County Total:	0.0321982209%

Grant County

Grant County	0.9932572167%
Coulee City	
Coulee Dam***	
Electric City	
Ephrata	
George	
Grand Coulee	
Hartline	
Krupp	
Mattawa	
Moses Lake	0.2078293909%
Quincy	
Royal City	
Soap Lake	
Warden	
Wilson Creek	
County Total:	1.2010866076%

EXHIBIT B

County	Local Government	% Allocation
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Grays Harbor County

Grays Harbor County	0.9992429138%
Aberdeen	0.2491525333%
Cosmopolis	
Elma	
Hoquiam	
McCleary	
Montesano	
Oakville	
Ocean Shores	
Westport	
County Total:	1.2483954471%

Island County

Island County	0.6820422610%
Coupeville	
Langley	
Oak Harbor	0.2511550431%
County Total:	0.9331973041%

Jefferson County

Jefferson County	0.4417137380%
Port Townsend	
County Total:	0.4417137380%

EXHIBIT B

County	Local Government	% Allocation
<u>King County</u>		
	King County	13.9743722662%
	Algona	
	Auburn***	0.2622774917%
	Beaux Arts Village	
	Bellevue	1.1300592573%
	Black Diamond	
	Bothell***	0.1821602716%
	Burien	0.0270962921%
	Carnation	
	Clyde Hill	
	Covington	0.0118134406%
	Des Moines	0.1179764526%
	Duvall	
	Enumclaw***	0.0537768326%
	Federal Way	0.3061452240%
	Hunts Point	
	Issaquah	0.1876240107%
	Kenmore	0.0204441024%
	Kent	0.5377397676%
	Kirkland	0.5453525246%
	Lake Forest Park	0.0525439124%
	Maple Valley	0.0093761587%
	Medina	
	Mercer Island	0.1751797481%
	Milton***	
	Newcastle	0.0033117880%
	Normandy Park	
	North Bend	
	Pacific***	
	Redmond	0.4839486007%
	Renton	0.7652626920%
	Sammamish	0.0224369090%
	SeaTac	0.1481551278%
	Seattle	6.6032403816%
	Shoreline	0.0435834501%
	Skykomish	
	Snoqualmie	0.0649164481%
	Tukwila	0.3032205739%
	Woodinville	0.0185516364%
	Yarrow Point	
	County Total:	26.0505653608%

*** - Local Government appears in multiple counties B-5

EXHIBIT B

County	Local Government	% Allocation
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Kitsap County

Kitsap County	2.6294133668%
Bainbridge Island	0.1364686014%
Bremerton	0.6193374389%
Port Orchard	0.1009497162%
Poulsbo	0.0773748246%
County Total:	3.5635439479%

Kittitas County

Kittitas County	0.3855704683%
Cle Elum	
Ellensburg	0.0955824915%
Kittitas	
Roslyn	
South Cle Elum	
County Total:	0.4811529598%

Klickitat County

Klickitat County	0.2211673457%
Bingen	
Goldendale	
White Salmon	
County Total:	0.2211673457%

Lewis County

Lewis County	1.0777377479%
Centralia	0.1909990353%
Chehalis	
Morton	
Mossyrock	
Napavine	
Pe Ell	
Toledo	
Vader	
Winlock	
County Total:	1.2687367832%

EXHIBIT B

County	Local Government	% Allocation
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Lincoln County

Lincoln County	0.1712669645%
Almira	
Creston	
Davenport	
Harrington	
Odessa	
Reardan	
Sprague	
Wilbur	
County Total:	0.1712669645%

Mason County

Mason County	0.8089918012%
Shelton	0.1239179888%
County Total:	0.9329097900%

Okanogan County

Okanogan County	0.6145043345%
Brewster	
Conconully	
Coulee Dam***	
Elmer City	
Nespelem	
Okanogan	
Omak	
Oroville	
Pateros	
Riverside	
Tonasket	
Twisp	
Winthrop	
County Total:	0.6145043345%

Pacific County

Pacific County	0.4895416466%
Ilwaco	
Long Beach	
Raymond	
South Bend	
County Total:	0.4895416466%

EXHIBIT B

County	Local Government	% Allocation
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Pend Oreille County

Pend Oreille County	0.2566374940%
Cusick	
Ione	
Metaline	
Metaline Falls	
Newport	
County Total:	0.2566374940%

Pierce County

Pierce County	7.2310164020%
Auburn***	0.0628522112%
Bonney Lake	0.1190773864%
Buckley	
Carbonado	
DuPont	
Eatonville	
Edgewood	0.0048016791%
Enumclaw***	0.0000000000%
Fife	0.1955185481%
Fircrest	
Gig Harbor	0.0859963345%
Lakewood	0.5253640894%
Milton***	
Orting	
Pacific***	
Puyallup	0.3845704814%
Roy	
Ruston	
South Prairie	
Steilacoom	
Sumner	0.1083157569%
Tacoma	3.2816374617%
University Place	0.0353733363%
Wilkeson	
County Total:	12.0345236870%

San Juan County

San Juan County	0.2101495171%
Friday Harbor	
County Total:	0.2101495171%

EXHIBIT B

County	Local Government	% Allocation
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Skagit County

Skagit County	1.0526023961%
Anacortes	0.1774962906%
Burlington	0.1146861661%
Concrete	
Hamilton	
La Conner	
Lyman	
Mount Vernon	0.2801063665%
Sedro-Woolley	0.0661146351%
County Total:	1.6910058544%

Skamania County

Skamania County	0.1631931925%
North Bonneville	
Stevenson	
County Total:	0.1631931925%

Snohomish County

Snohomish County	6.9054415622%
Arlington	0.2620524080%
Bothell***	0.2654558588%
Brier	
Darrington	
Edmonds	0.3058936009%
Everett	1.9258363241%
Gold Bar	
Granite Falls	
Index	
Lake Stevens	0.1385202891%
Lynnwood	0.7704629214%
Marysville	0.3945067827%
Mill Creek	0.1227939546%
Monroe	0.1771621898%
Mountlake Terrace	0.2108935805%
Mukilteo	0.2561790702%
Snohomish	0.0861097964%
Stanwood	
Sultan	
Woodway	
County Total:	11.8213083387%

EXHIBIT B

County	Local Government	% Allocation
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Spokane County

Spokane County	5.5623859292%
Airway Heights	
Cheney	0.1238454349%
Deer Park	
Fairfield	
Latah	
Liberty Lake	0.0389636519%
Medical Lake	
Millwood	
Rockford	
Spangle	
Spokane	3.0872078287%
Spokane Valley	0.0684217500%
Waverly	
County Total:	8.8808245947%

Stevens County

Stevens County	0.7479240179%
Chewelah	
Colville	
Kettle Falls	
Marcus	
Northport	
Springdale	
County Total:	0.7479240179%

Thurston County

Thurston County	2.3258492094%
Bucoda	
Lacey	0.2348627221%
Olympia	0.6039423385%
Rainier	
Tenino	
Tumwater	0.2065982350%
Yelm	
County Total:	3.3712525050%

Wahkiakum County

Wahkiakum County	0.0596582197%
Cathlamet	
County Total:	0.0596582197%

EXHIBIT B

County	Local Government	% Allocation
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Walla Walla County

Walla Walla County	0.5543870294%
College Place	
Prescott	
Waitsburg	
Walla Walla	0.3140768654%
County Total:	0.8684638948%

Whatcom County

Whatcom County	1.3452637306%
Bellingham	0.8978614577%
Blaine	
Everson	
Ferndale	0.0646101891%
Lynden	0.0827115612%
Nooksack	
Sumas	
County Total:	2.3904469386%

Whitman County

Whitman County	0.2626805837%
Albion	
Colfax	
Colton	
Endicott	
Farmington	
Garfield	
LaCrosse	
Lamont	
Malden	
Oakesdale	
Palouse	
Pullman	0.2214837491%
Rosalia	
St. John	
Tekoa	
Uniontown	
County Total:	0.4841643328%

EXHIBIT B

County	Local Government	% Allocation
<u>Yakima County</u>		
	Yakima County	1.9388392959%
	Grandview	0.0530606109%
	Granger	
	Harrah	
	Mabton	
	Moxee	
	Naches	
	Selah	
	Sunnyside	0.1213478384%
	Tieton	
	Toppenish	
	Union Gap	
	Wapato	
	Yakima	0.6060410539%
	Zillah	
	County Total:	2.7192887991%

Staff Report: 061-24

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 3/25/2024

SUBJECT Resolution to apply for the Washington Recreation and Conservation Office Parks Grants

Key Points

- The Washington Recreation and Conservation Office (RCO) grant application process requires City Council authorization by resolution.
- A variety of grant applications are being considered including the development of Raymond E. Shaffer Community Park, sports field development and renovations, and improvements at Marine Park boat launch.
- Grant applications for these projects are consistent with the City of Vancouver Grants Management Administrative Policy.
- The City is required to enter into a standard project agreement to implement successful grant projects to leverage local resources and supplement park capital projects.
- Required grant match obligations can be met through available park impact fees.

Strategic Plan Alignment

Climate and Natural Systems – Environmental stewardship and efforts to address climate change to ensure a sustainable future.

Present Situation

The City of Vancouver Grants Management Administrative Policy (2012) seeks to ‘*assure that grants applied for, and eventually accepted, align with a specific citywide strategic commitment and/or a documented departmental core service and priority*’. The proposed grant projects are consistent with the policies, standards, and capital facilities plan in the Vancouver Parks, Recreation & Cultural Services Comprehensive Plan (2022). Council authorization through an adopted resolution is required for application eligibility to pursue state and federal grant applications managed through the Washington Recreation and Conservation Office (RCO).

RCO grant programs are generally open for application every two years pending funding approval by the state legislature. There are twenty-five grant programs with the majority open in even-

numbered years with application due dates beginning May 1, 2024. Funding match requirements for the programs vary and range from no match to a maximum of 50% of the total project costs. Match requirements for successful grants can be met through existing and projected Park Impact Fee revenue.

Grant projects identified for funding will require Council approval of a subsequent grant agreement for acceptance and implementation. The agreement includes the terms and conditions by which the grant is made, a project description, period of performance, requirements for compliance with any applicable laws, and standard terms and conditions. City staff and legal counsel have reviewed the sample agreement and determined that the City can effectively implement and comply with the terms.

Advantage(s)

1. Successful grants will be utilized to support park capital projects identified as priorities in the comprehensive plan.
2. Local funds are currently available and allocated for capital projects.

Disadvantage(s)

All grants are increasingly competitive in nature with no guarantee that these applications will be selected for funding. However, the City has a solid track record for securing grant funding to supplement local resources for park acquisition and development. To date, the City of Vancouver has secured \$9.3 million through 33 successful projects.

Budget Impact

Grant funding would be available in approximately June of 2025, if the grants are funded. If the City is successful in securing grant funding, specific budget allocation requests will be included in future budget actions.

Prior Council Review

None

Action Requested

Adopt a resolution authorizing Parks, Recreation & Cultural Services to apply for grant projects discussed above and authorize the City Manager, or designee, to execute all required documentation associated with the grant applications.

Dave Perlick, Parks, Recreation & Cultural Services Director, 360-487-8314; Monica Tubberville, Senior Park Planner, 360-487-8353

ATTACHMENTS:

- Resolution

03/25/2024

RESOLUTION NO. _____

Organization Name: City of Vancouver

Project Names: 2024 Grant Application Authorization

Project Numbers, and Names:

Raymond E. Shaffer Community Park (Phase II) - WWRP 24-YTBD

Raymond E. Shaffer Community Park (Phase II) - LWCF 24-YTBD

Oakbrook Community Park – COAF 24-YTBD

Marine Community Park Boat Launch – BFP 24-YTBD

Marshall Community Park – YAF 24-YTBD

A RESOLUTION authorizing applications for funding assistance for multiple projects from state or federal grant programs, including Washington Wildlife and Recreation Program (WWRP), the Land and Water Conservation Fund (LWCF) administered by the Recreation and Conservation Office (RCO) and the National Park Service as provided in Chapter 79A.15 79A.25 RCW and WAC 286, Community Outdoor Athletic Facilities (COAF), Boating Facilities Program (BFP), and Youth Athletic Fields (YAF).

WHEREAS, the City of Vancouver has approved the Parks, Recreation and Cultural Services Comprehensive Plan that include the project areas; and

WHEREAS, under provisions of the WWRP, LWCF, COAF, YAF, and BFP state or federal funding assistance is requested to aid in park development; and

WHEREAS, the City of Vancouver considers it in the best public interest to complete the development projects described in these applications.

NOW, THEREFORE,

BE IT RESOLVED, THAT:

Section 1. The Director of the Vancouver Parks, Recreation & Cultural Services Department is authorized to make formal application to RCO for funding assistance on behalf of the City of Vancouver.

Section 2. As required by RCO, City staff have reviewed the sample project agreement on the Recreation and Conservation Office's web site at:

<https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf> and City Council authorizes the Vancouver City Manager, or his designee, to enter into such a project agreement or real estate documents if funding is awarded and grant assistance is contingent on a signed Agreement. We understand and acknowledge that the project agreement will contain the indemnification (applicable to any sponsor) and other terms and conditions that are contained in the sample project agreement. The sample project agreement may be revised periodically by the Recreation and Conservation Office. The City recognizes that such changes might occur prior to our authorized representative signing the actual project agreement, and we accept the responsibility and the presumption that our authorized representative shall have conferred with us as to any such changes before executing the project agreement on behalf of the City and so executes with our authorization.

Section 3. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.

Section 4. The City of Vancouver hereby certifies that its share of project funding is committed and will be derived from Park Impact Fees and that pursuant to WAC 286-13-040 we must certify the availability of match for RCO grant projects at least one month before funding approval.

Section 5. The City acknowledges that we are responsible for supporting all non-cash commitments to these projects should they not materialize.

Section 6. The City is aware that the grants, if approved, will be paid on a reimbursement basis. This means we may only request payment after eligible and allowable costs that have already been paid and remitted to our vendors, and that RCO will hold a retainage until the project is deemed complete.

Section 7. The City acknowledges that any property acquired or developed, renovated or restored with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to by the City and the Recreation and Conservation Funding Board. We agree to dedicate property acquired with grant assistance in a signed “Deed of Right” for fee acquisitions, or an “Assignment of Rights” for other than fee acquisitions (which documents will be based upon RCO’s standard versions of those documents), to be recorded on the title of the property with the county auditor.

Section 8. The City acknowledges that any property acquired in fee title must be immediately made available to the public unless the Recreation and Conservation Office director or the Recreation and Conservation Funding Board agree to other restrictions.

Section 9. This Resolution will become part of the formal application to the RCO; and

Section 10. Appropriate opportunity for public comment on these applications has been provided.

This Resolution authorizing grant applications was adopted by City Council during the meeting held March 25, 2024.

Adopted this _____ day of _____ 2024.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

Staff Report: 062-24

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 3/25/2024
4/15/2024

SUBJECT Right-of-way vacation of SE 189th Ave

Key Points

- Right-of-way vacation of approximately 12,015 square feet of unimproved street right-of-way.
- Right-of-way area was dedicated with the Nielsen Short Plat, recorded in 1992.
- There are no existing utilities within the proposed vacation area.
- Proposed vacation eliminates excess and unused right-of-way.
- Staff recommends Council require no compensation for the vacated area.

Strategic Plan Alignment

High Performing Government – a government that is reliable, fiscally responsible, equitable, and open to compromise.

Present Situation

Staff has received a request from Larry Nielsen to vacate a portion of right-of-way associated with SE 189th Avenue, located on the north side of SE 15th Street. The right-of-way is specifically located within the Southeast Quarter of Section 31, Township 2 North, Range 3 East, Willamette Meridian.

This right-of-way area was dedicated as part of the Nielsen Short Plat, which was platted in the jurisdiction of Clark County and recorded in 1992 (Book 2, Page 634). At the time, none of the surrounding properties had been subdivided yet, and it is assumed that the County intended this right-of-way to be the east half of a right-of-way corridor to accommodate the future construction of SE 189th Avenue northward from SE 15th Street. However, subsequent subdivisions of the abutting properties to the west did not include dedication of the west half of the right-of-way corridor, so it is no longer possible or necessary to construct SE 189th Avenue at this location.

The right-of-way to be vacated contains no public street improvements. Staff has reviewed the City's Transportation Systems Plan and determined there is no future need for this right-of-way to accommodate public travel. Therefore, vacation of this right-of-way will have no adverse impact on the City's transportation assets.

Staff has contacted all utility owners with facilities potentially located within the subject area. The City of Vancouver has no public utilities within the area of the proposed vacation. CenturyLink (Lumen) has indicated that they have no objections to the proposed vacation. Clark Public Utilities (CPU) has indicated that they have no facilities in the vacation area. NW Natural has indicated they have no objections to the vacation.

Generally, under VMC 11.05.130, the property associated with a vacated street belongs to the abutting property owners, one-half to each, subject to established property rights. However, Washington State case law has established precedent that a property owner abutting a street vacation that never possessed the underlying property has no claim to the vacated area, and the vacated area is therefore returned to the originating property. The original dedication of this right-of-way was provided exclusively by the platting of the underlying parent property (Nielsen Short Plat, Book 2, Page 634). Therefore, the entirety of the vacated area will be conveyed back to the originating property which is now owned by the applicant.

RCW 35.79.030 provides for, but does not require, the City to collect compensation for the value of public right-of-way that is vacated. Further, VMC 11.05.120 stipulates provisions for the City to calculate and collect compensation for vacated public right-of-way. As discussed above, this right-of-way was dedicated to Clark County via platting of the underlying parent property; the property was not acquired at public expense. Staff has determined there is no future need for this right-of-way to accommodate public travel. The City has not constructed any street improvements within the subject right-of-way, and is not known to have performed any maintenance of this right-of-way area. Based on these circumstances, pursuant to VMC 11.05.120.D, staff recommends that no compensation be required for the vacated property.

Advantage(s)

1. Allows the vacated property to be placed on the tax rolls.
2. Allows the applicant to maximize use of the abutting property.
3. Relieves the City of maintenance and liability obligations for the property.

Disadvantage(s)

No known disadvantages.

Budget Impact

None

Prior Council Review

None

Action Requested

On March 25, 2024, adopt a resolution of intent and approve ordinance on first reading to vacate a portion of public right-of-way associated with SE 189th Avenue located within the Southeast Quarter of Section 31, Township 2 North, Range 3 East, Willamette Meridian, setting the date of public hearing for April 15, 2024.

Ryan Lopossa, Transportation Division Manager, 360-487-7706

ATTACHMENTS:

- ▣ Resolution
- ▣ Ordinance
- ▣ Exhibit A – Legal Description
- ▣ Exhibit B – Site Map
- ▣ Exhibit C - Overall Vicinity Map

03/25/2024

RESOLUTION NO. _____

A RESOLUTION fixing April 15, 2024, as the date for a public hearing on a proposal to vacate public right-of-way associated with SE 189th Avenue, on the north side of SE 15th Street, located within the Southeast Quarter of Section 31, Township 2 North, Range 3 East, Willamette Meridian, City of Vancouver, Clark County, Washington.

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. As recommended in SR-_____, City Council, pursuant to VMC 11.05.040 and RCW 35.79.010, hereby initiates procedures to vacate a portion of right-of-way of SE 189th Avenue, on the north side of SE 15th Street.

Section 2. The street area proposed to be vacated is described on Exhibit A and shown on Exhibit B; Exhibit A and Exhibit B are attached hereto and incorporated herein.

Section 3. On April 15, 2024, at 6:30 p.m. in the Council Chambers in City Hall, 415 West 6th Street, Vancouver, Washington, City Council will hold a public hearing on the proposed street vacation.

Section 4. The City Clerk shall provide notice of the proposed right-of-way vacation and the time and place of the public hearing, as required by VMC 11.05.060 and RCW 35.79.020.

ADOPTED at regular session of the Council of the City of Vancouver, this _____ day
of _____, 2024.

Anne McEnery-Ogle, Mayor

Attest:

Approved as to form:

Natasha Ramras, City Clerk

Jonathan Young, City Attorney

03/25/24
04/15/24

ORDINANCE NO. _____

AN ORDINANCE vacating the right-of-way associated with SE 189th Avenue, on the north side of SE 15th Street, located within the Southeast Quarter of Section 31, Township 2 North, Range 3 East, Willamette Meridian, City of Vancouver, Clark County, Washington; and providing for an effective date.

WHEREAS, under Vancouver Municipal Code ("VMC") 11.05.040, the owner of real property abutting SE 189th Avenue, on the north side of SE 15th Street, filed a petition with the Director of Public Works, requesting the City to vacate a portion of existing right-of-way; and

WHEREAS, the subject right-of-way consists of approximately 12,015 square feet; and

WHEREAS, City staff has contacted utility owners and found that there are no public utility facilities within the right-of-way; and

WHEREAS, records indicate that the subject area of right-of-way was dedicated at no cost to the City, there are no present or future public travel needs associated with the right-of-way, and the City has been providing maintenance or upkeep of the right-of-way that is unrelated to public travel; and

WHEREAS, records indicate that the subject area of right-of-way was created by the platting of the underlying parent property (Nielsen Short Plat, Book 2, Page 634). Therefore,

the entirety of the vacated area will be conveyed back to the originating property which is now owned by the applicant; and

WHEREAS, as recommended by Staff Report No. _____, Council adopted Resolution M-_____ on March 25, 2024, and set the date of public hearing for April 15, 2024, at 6:30 p.m.; and

WHEREAS, The City Clerk caused the notices of the public hearing to be posted and published as required by law; and

WHEREAS, a public hearing was held on April 15, 2024, at which time City Council considered reports and information concerning the proposed right-of way vacation and found that: (1) A vacation of the right-of-way will better serve the public; (2) The right-of-way is no longer needed for public access and changes are not likely to occur in the future requiring the need for the right of way; and (3) There are no objections to the vacation sufficient to deny its approval.

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Right-of-Way Vacation. The street area that is described on Exhibit A and shown on Exhibit B is hereby vacated in its entirety to the underlying parent property. Exhibits A and B are incorporated by reference.

Section 2. Effective date. This ordinance shall go into effect five days after its recording.

DATE OF FINAL PASSAGE by the Vancouver City Council:_____.

SIGNED this _____ day of _____, 2024.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

SUMMARY

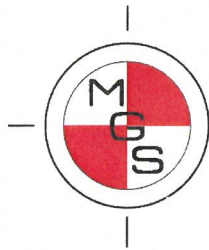
ORDINANCE NO. _____

AN ORDINANCE vacating the right-of-way associated with SE 189th Avenue, on the north side of SE 15th Street, located within the Southeast Quarter of Section 31, Township 2 North, Range 3 East, Willamette Meridian, City of Vancouver, Clark County, Washington; and providing for an effective date.

The full text of this ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at 487-8711, or via www.cityofvancouver.us (Go to City Government and Public Records).

Exhibit A

Legal Description

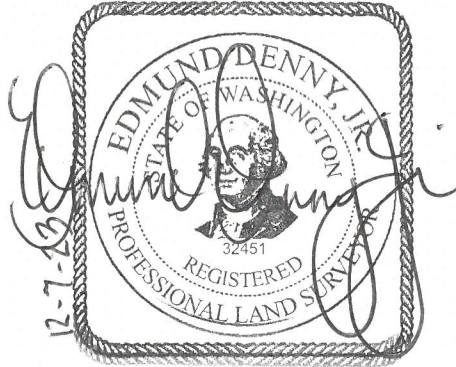


MINISTER-GLAESER SURVEYING INC.

Vancouver Office – 2200 E. Evergreen Blvd., Vancouver, Washington 98661
(360) 694-3313 (360) 694-8410 FAX
Pasco Office – 6303 Burden Blvd. Suite E, Pasco, Washington 99301
(509) 544-7802 (509) 544-7862 FAX

December 7, 2023

EXHIBIT “A”



27' RIGHT-OF-WAY VACATION:

A Strip of land in a portion of the Neilsen Short Plat recorded in Book 2 of Short Plats at page 634, records of Clark County, Washington located in the Northeast quarter of the Southeast quarter of Section 31, Township 2 North, Range 3 East, Willamette Meridian, Clark County, Washington, described as follows:

Beginning at the Southwest corner of Lot 1 of said Short Plat;

Thence North $87^{\circ}46'17''$ West, along the South line of said Short Plat also being the North Right-of-way line of SE 15th Street, for a distance of 27.00 feet to the Southwest corner of said Short Plat;

Thence North $00^{\circ}49'22''$ East, along the West line of said Short Plat, for a distance of 444.90 feet to the Northwest corner thereof;

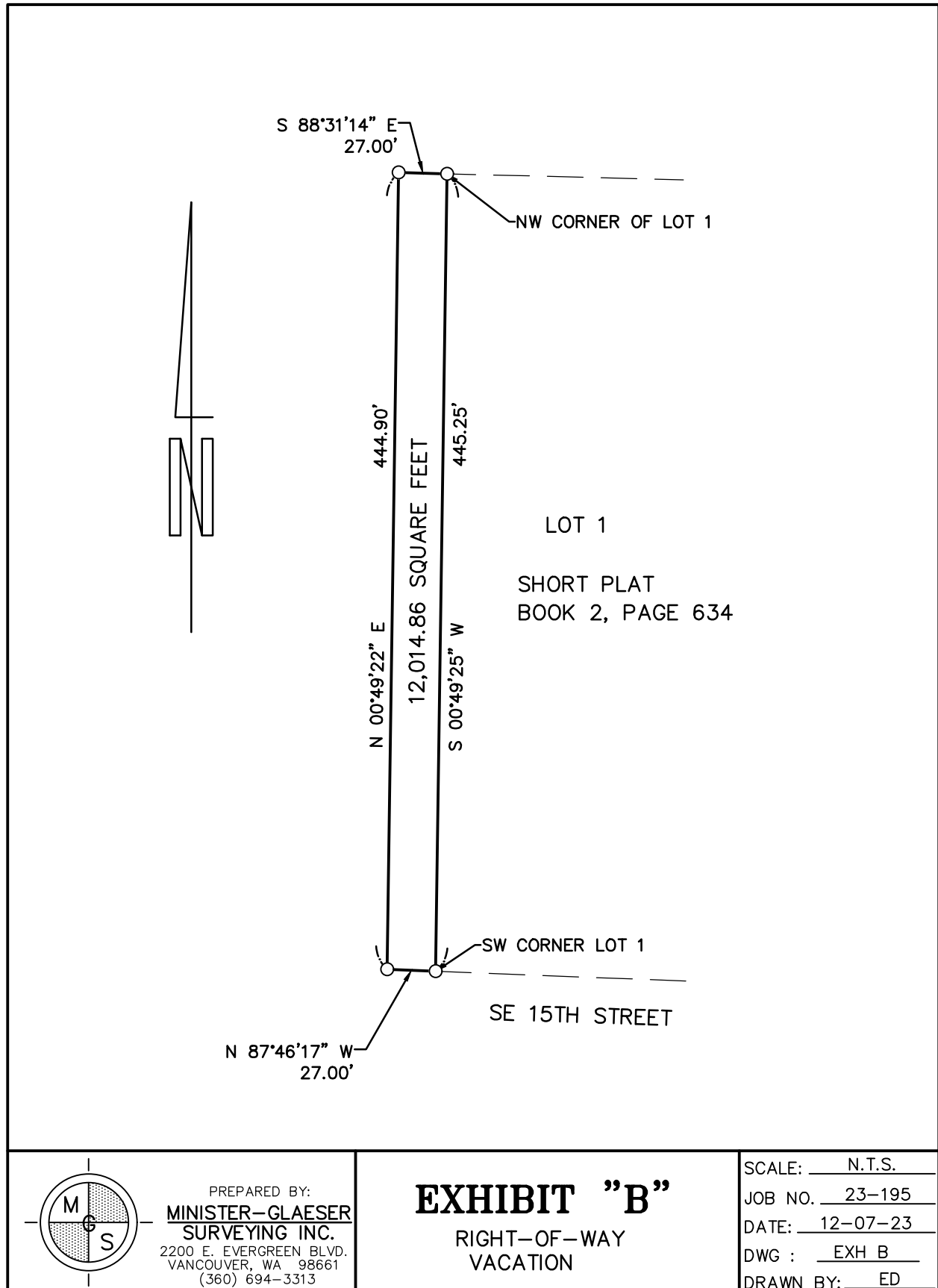
Thence South $88^{\circ}31'14''$ East, along the North line of said Short Plat, for a distance of 27.00 feet to the Northwest Corner of said Lot 1;

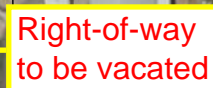
Thence South $00^{\circ}49'25''$ West, along the West line of said Lot 1, for a distance of 445.25 feet to the POINT OF BEGINNING.

Containing 12,014.86 Square Feet.

Together with and subject to easements, reservations, covenants and restrictions apparent or of record.

Exhibit B Site Map





A horizontal scale bar with a vertical tick at each end, labeled "100ft" at the right end.

Page 11 of 11

Staff Report: 063-24

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 3/25/2024
4/15/2024

SUBJECT Right-of-way vacation at Brady Rd & 192nd Ave

Key Points

- Right-of-way vacation of approximately 7,117 square feet of unimproved street right-of-way, which is a portion of a larger right-of-way turnback from WSDOT;
- There are existing utilities within the proposed vacation area;
- Existing public stormwater facilities will be reconfigured to improve stormwater operations and accommodate the proposed vacation;
- Proposed vacation eliminates excess and unused right-of-way;
- Staff recommends Council require full compensation of current market value for the vacated area in the amount of \$136,000.

Strategic Plan Alignment

Economic Opportunity - a place where a wide variety of businesses of all sizes grow and thrive.

Present Situation

Staff has received a request from Hawes Ventures, LLC, to vacate a portion of SE Brady Road right-of-way located at the northwest corner of the intersection of SE 192nd Avenue and SE Brady Road. The right-of-way is specifically located within the Northwest Quarter of Section 8, Township 1 North, Range 3 East, Willamette Meridian.

This right-of-way area is a portion of a larger area which was conveyed to the City of Vancouver from the State of Washington with a quitclaim deed dated June 2, 2021, and Turnback Agreement No. TB4-0095, dated April 11, 2019. The terms of the quitclaim deed indicate that written approval must be given by WSDOT to vacate any portion of the turnback right-of-way area for non-transportation uses. Pursuant to this requirement, staff received a Letter of Surplus, dated October 3, 2023, indicating that WSDOT has reviewed and approved the proposed vacation.

The right-of-way to be vacated contains no public street improvements. Staff has reviewed the City's Transportation Systems Plan and determined there is no future need for this right-of-way to accommodate public travel. Therefore, vacation of this right-of-way will have no adverse impact on the City's transportation assets.

Staff has contacted all utility owners with facilities potentially located within the subject area. The City of Vancouver has utilities within the area of the proposed vacation, specifically stormwater structures and stormwater mains. City staff in the stormwater division have provided the applicant a stormwater reconfiguration plan to accommodate the proposed vacation and improve stormwater operations. The applicant has accepted the reconfiguration plan and has agreed to reconfigure the existing stormwater facilities per the direction of staff. The necessary stormwater system alterations must be constructed by the applicant prior to the proposed vacation being finalized.

CenturyLink has indicated that they have no objections to the proposed vacation but stipulated that if any CenturyLink facilities are found within the vacated area, the applicant will be required to relocate them. An existing conditions survey provided by the applicant appears to indicate that Clark Public Utilities (CPU) may have electrical lines running through a portion of the subject area. CPU has indicated that they have no objections to the proposed vacation but stipulated that all CPU facilities must be protected with appropriate easement(s). Therefore, to accommodate the various utilities located in the vacation area, the applicant will be required to provide public utility easement(s) under and over a portion of the vacated area for the construction, repair and maintenance of public utilities and services. The necessary easement dedication documents must be prepared and recorded by the applicant prior to the proposed vacation being finalized.

Generally, under VMC 11.05.130, the property associated with a vacated street belongs to the abutting property owners, one-half to each, subject to vested property rights. The area proposed to be vacated is surrounded by property owned by the applicant. Therefore, the entirety of the vacated area will be conveyed to the applicant.

RCW 35.79.030 provides for, but does not require, the City to collect compensation for the value of public right-of-way that is vacated. Further, VMC 11.05.120 stipulates provisions for the City to calculate and collect compensation for vacated public right-of-way. As discussed above, this right-of-way was conveyed to the City of Vancouver from the State of Washington via turnback agreement and quitclaim deed. The property was acquired at public expense when WSDOT originally acquired the property. The City has not constructed any street improvements within the subject right-of-way, but has performed basic maintenance of this right-of-way area as necessary to provide access to the existing public utilities. Further, the vacated area will be utilized by the applicant for a proposed commercial development. Based on these circumstances, staff recommends the imposition of compensation equal to 100% of the total appraised property value.

The City commissioned an appraisal of the subject right-of-way, which identified a fair market value of \$120,000. WSDOT reviewed the appraisal and felt that the value was slightly low. WSDOT identified additional property sales comparisons to augment the information in the appraisal, and indicated that they will accept a market value of \$136,000. Per the provisions of VMC 11.05.120, the sum of \$136,000 shall be paid to the City prior to the right-of-way vacation becoming effective.

Advantage(s)

1. Allows the vacated property to be placed on the tax rolls.
2. Allows the applicant to maximize use of the abutting property.
3. Relieves the City of maintenance and liability obligations for the property.

Disadvantage(s)

None anticipated.

Budget Impact

\$136,000 will be paid to the Streets and Transportation fund.

Prior Council Review

None

Action Requested

On March 25, 2024, adopt a resolution of intent and approve ordinance on first reading to vacate a portion of public right-of-way associated with SE Brady Road located within the Northwest Quarter of Section 8, Township 1 North, Range 3 East, Willamette Meridian, setting the date of public hearing for April 15, 2024.

Ryan Lopossa, Transportation Division Manager, 360-487-7706

ATTACHMENTS:

- ▢ Resolution
- ▢ Ordinance
- ▢ Exhibit A - Legal Description
- ▢ Exhibit B - Site Map
- ▢ Exhibit C - Overall Vicinity Map

03/25/2024

RESOLUTION NO. _____

A RESOLUTION fixing April 15, 2024, as the date for a public hearing on a proposal to vacate public right-of-way associated with SE Brady Road, at the northwest corner of the intersection of SE 192nd Avenue and SE Brady Road, located within the Northwest Quarter of Section 8, Township 1 North, Range 3 East, Willamette Meridian, City of Vancouver, Clark County, Washington.

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. As recommended in SR-_____, City Council, pursuant to VMC 11.05.040 and RCW 35.79.010, hereby initiates procedures to vacate a portion of right-of-way of SE Brady Road, at the northwest corner of the intersection of SE 192nd Avenue and SE Brady Road.

Section 2. The street area proposed to be vacated is described on Exhibit A and shown on Exhibit B; Exhibit A and Exhibit B are attached hereto and incorporated herein.

Section 3. On April 15, 2024, at 6:30 p.m. in the Council Chambers in City Hall, 415 West 6th Street, Vancouver, Washington, City Council will hold a public hearing on the proposed street vacation.

Section 4. The City Clerk shall provide notice of the proposed right-of-way vacation and the time and place of the public hearing, as required by VMC 11.05.060 and RCW 35.79.020.

ADOPTED at regular session of the Council of the City of Vancouver, this _____ day
of _____, 2024.

Anne McEnery-Ogle, Mayor

Attest:

Approved as to form:

Natasha Ramras, City Clerk

Jonathan Young, City Attorney

03/25/24
04/15/24

ORDINANCE NO. _____

AN ORDINANCE vacating the right-of-way associated with SE Brady Road, at the northwest corner of the intersection of SE 192nd Avenue and SE Brady Road, located within the Northwest Quarter of Section 8, Township 1 North, Range 3 East, Willamette Meridian, City of Vancouver, Clark County, Washington; and providing for an effective date.

WHEREAS, under Vancouver Municipal Code ("VMC") 11.05.040, the owner of real property abutting SE Brady Road, at the northwest corner of the intersection of SE 192nd Avenue and SE Brady Road, filed a petition with the Director of Public Works, requesting the City to vacate a portion of existing right-of-way; and

WHEREAS, the subject right-of-way consists of approximately 7,117 square feet with an total appraised value of \$136,000; and

WHEREAS, City staff has contacted utility owners and found that there are public utility facilities within the right-of-way; and

WHEREAS, there are no present or future public travel needs associated with the right-of-way, and the City has been providing maintenance or upkeep of the right-of-way that is unrelated to public travel; and

WHEREAS, as recommended by Staff Report No. _____, Council adopted Resolution M-_____ on March 25, 2024, and set the date of public hearing for April 15, 2024, at 6:30 p.m.; and

WHEREAS, The City Clerk caused the notices of the public hearing to be posted and published as required by law; and

WHEREAS, a public hearing was held on April 15, 2024, at which time City Council considered reports and information concerning the proposed right-of way vacation and found that: (1) a vacation of the right-of-way will better serve the public; (2) the right-of-way is no longer needed for public access and changes are not likely to occur in the future requiring the need for the right of way, and this property is thus surplus to the needs of the City; and (3) there are no objections to the vacation sufficient to deny its approval.

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Right-of-Way Vacation. The street area that is described on Exhibit A and shown on Exhibit B is hereby vacated. Exhibits A and B are incorporated by reference.

Section 2. Effective date. This Ordinance shall go into effect five days after its recording.

DATE OF FINAL PASSAGE by the Vancouver City Council:_____.

SIGNED this _____ day of _____, 2024.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

SUMMARY

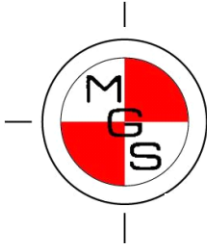
ORDINANCE NO. _____

AN ORDINANCE vacating the right-of-way associated with SE Brady Road, at the northwest corner of the intersection of SE 192nd Avenue and SE Brady Road, located within the Northwest Quarter of Section 8, Township 1 North, Range 3 East, Willamette Meridian, City of Vancouver, Clark County, Washington; and providing for an effective date.

The full text of this Ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at 487-8711, or via www.cityofvancouver.us (Go to City Government and Public Records).

Exhibit A

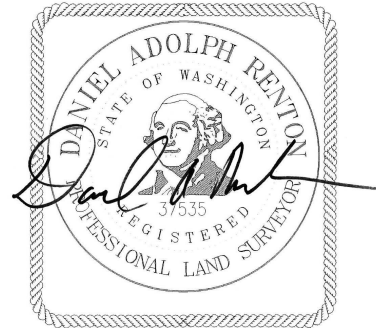
Legal Description



MINISTER-GLAESER
SURVEYING INC.

*Vancouver Office – 2200 E. Evergreen Blvd., Vancouver, Washington 98661
(360) 694-3313 (360) 694-8410 FAX*

5/23/2022



MAY 23, 2022

EXHIBIT " "

RIGHT-OF-WAY VACATION

A portion of City of Vancouver Right-of-Way located in the Southwest quarter of the Northwest quarter of Section 8, Township 1 North, Range 3 East, Willamette Meridian, City of Camas, Clark County, Washington, more particularly described as follows:

BEGINNING at the most Northerly Southeast corner of Lot 7 of "Columbia Palisades" as recorded in Book 312 of Plats, at Page 32, records of Clark County, said corner being on the West Right-of-Way line of SE 192nd Avenue;

Thence along the South line of said Lot 7 South $82^{\circ}04'52''$ West, 91.52 feet;

Thence along the arc of a non-tangent 1190.00 foot radius curve turning to the right, for an arc distance of 78.19 feet, through a central angle of $03^{\circ}45'52''$, the long chord of which bears South $06^{\circ}02'12''$ East, for a chord distance of 78.17 feet to the North Right-of-Way line of SE Brady Road;

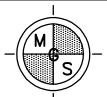
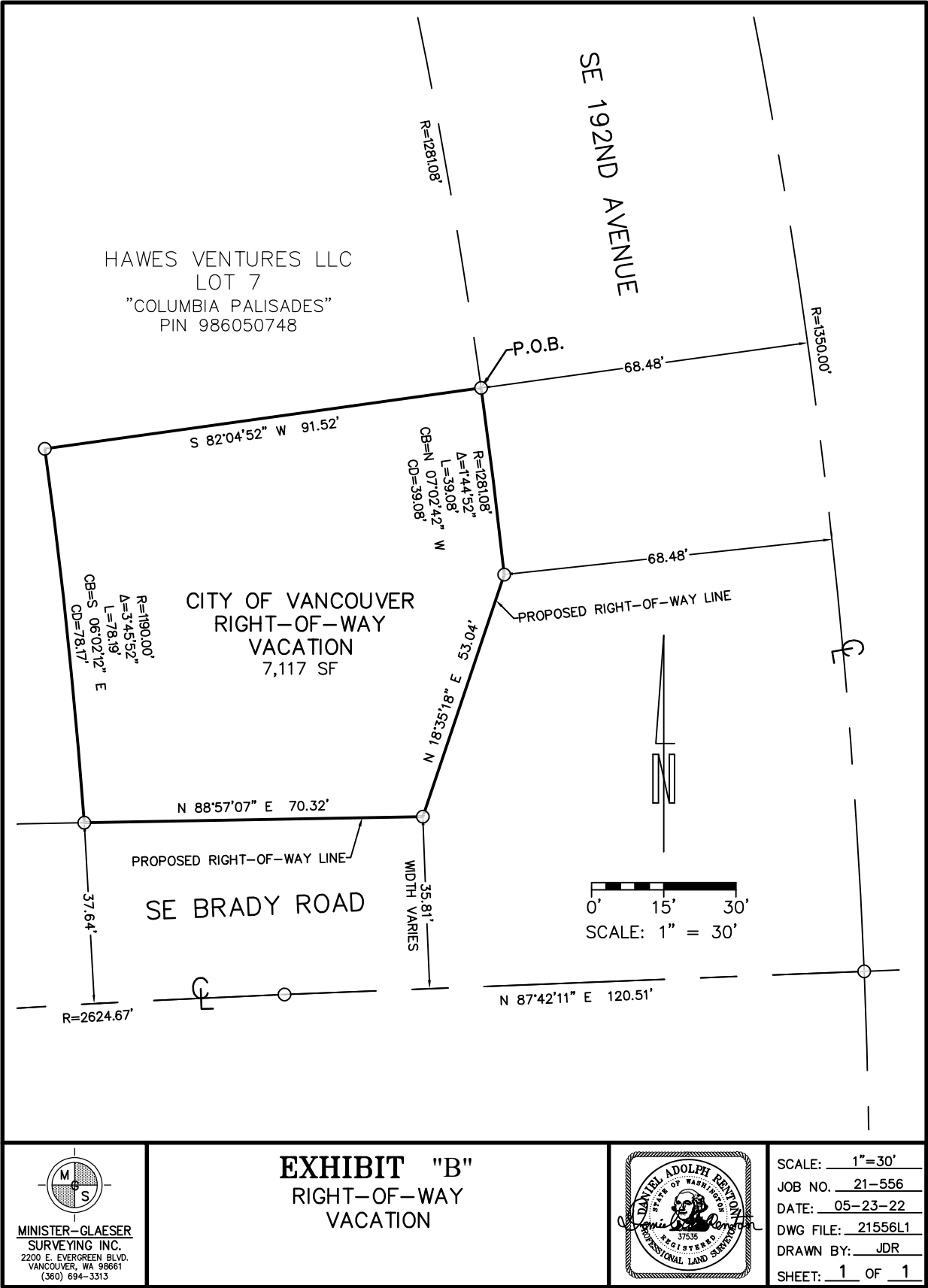
Thence along the Easterly extension of said North Right-of-Way line North $88^{\circ}57'07''$ East, 70.32 feet;

Thence North $18^{\circ}35'18''$ East, 53.04 feet to the Southerly extension of the West Right-of-Way line of said SE 192nd Avenue;

Thence along said Southerly extension along the arc of a non-tangent 1281.08 foot radius curve turning to the left, for an arc distance of 39.08 feet, through a central angle of $01^{\circ}44'52''$, the long chord of which bears North $07^{\circ}02'42''$ West, for a chord distance of 39.08 feet to the **POINT OF BEGINNING**.

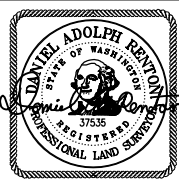
CONTAINING 7,117 square feet of land, more or less.

Exhibit B Site Map

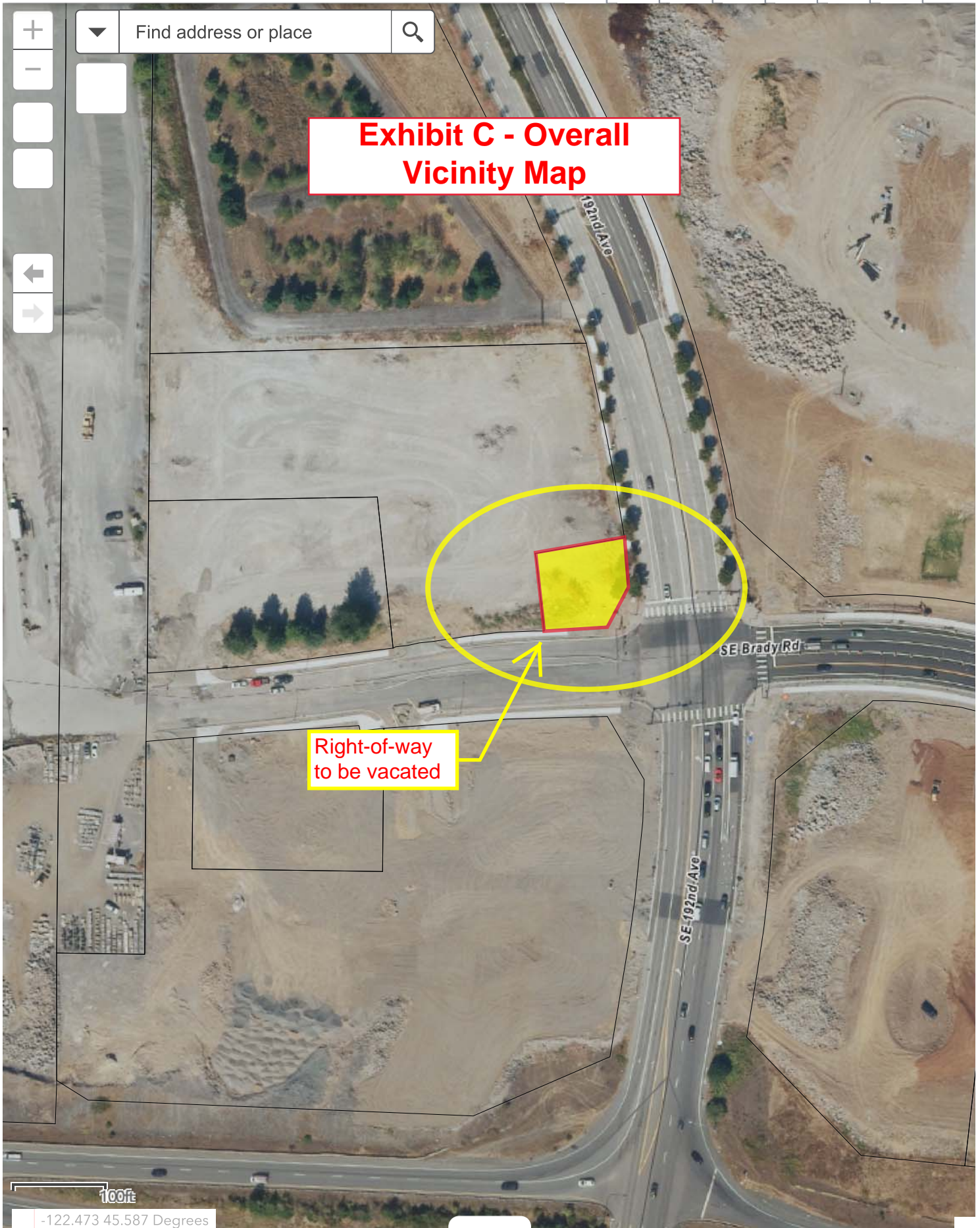


MINISTER-GLAESER
SURVEYING INC.
2200 E. EVERGREEN BLVD.
VANCOUVER, WA 98661
(360) 694-3313

EXHIBIT "B" RIGHT-OF-WAY VACATION



SCALE: 1"=30'
JOB NO. 21-556
DATE: 05-23-22
DWG FILE: 21556L1
DRAWN BY: JDR
SHEET: 1 OF 1



**Exhibit C - Overall
Vicinity Map**

Right-of-way
to be vacated

100ft

-122.473 45.587 Degrees

Staff Report: 064-24

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 3/25/2024
4/1/2024

SUBJECT Vancouver Innovation Center Revision

Key Points

- The existing 179-acre Master Plan, Comprehensive Plan Change and Zone Change was approved by City Council on August 16, 2021.
- Updated plan includes roadway changes, town center reconfiguration, increased density, updated phasing, allowance of hotel and community center as a Type II and updated design guidelines.
- Staff received an application for master plan and development agreement revisions to the Vancouver Innovation Center (VIC), which was reviewed by the Planning Commission at workshops on September 12 and December 12, 2023. Planning Commission unanimously recommended approval of the revised master plan and development agreement at a February 13, 2024 public hearing.

Strategic Plan Alignment

Vibrant and Distinct Neighborhoods – a variety of accessible places and spaces.

Present Situation

The applicant requests approval of a revision to an existing master plan and development agreement. Development can occur on the site as approved in 2021 under the existing master plan.

The item was reviewed by the Planning Commission on February 13, 2024, and materials can be reviewed here: <https://www.cityofvancouver.us/events/planning-commission-meeting-23/>

Advantage(s)

1. Approval will allow for additional housing units to be constructed.
2. Approval will allow for development in an area currently served by public utilities.
3. Approval will allow for the development of additional publicly accessible open space.

Disadvantage(s)

There will be additional traffic generated by the development. However, the City has reviewed the traffic impacts that the proposal will generate and determined there is adequate capacity on city streets to accommodate the anticipated increase in traffic.

Budget Impact

None

Prior Council Review

January 22, 2024 Council Workshop

Action Requested

On Monday, March 25, 2024, approve the ordinance first reading; setting date of second reading and quasi-judicial public hearing for April 1, 2024.

Mark Person, Senior Planner, 360-487-7885

ATTACHMENTS:

- ▣ Presentation
- ▣ Ordinance
- ▣ Development Agreement
- ▣ Ecology and WDFW Comment
- ▣ Public Comment



Vancouver Innovation Center Revised Master Plan and DA

Mark Person, Senior Planner
Community Development Department

Patrick Quinton, Director
Economic Prosperity and Housing
March 25, 2024

Agenda



Site History



**Existing
and Revised
Plan**



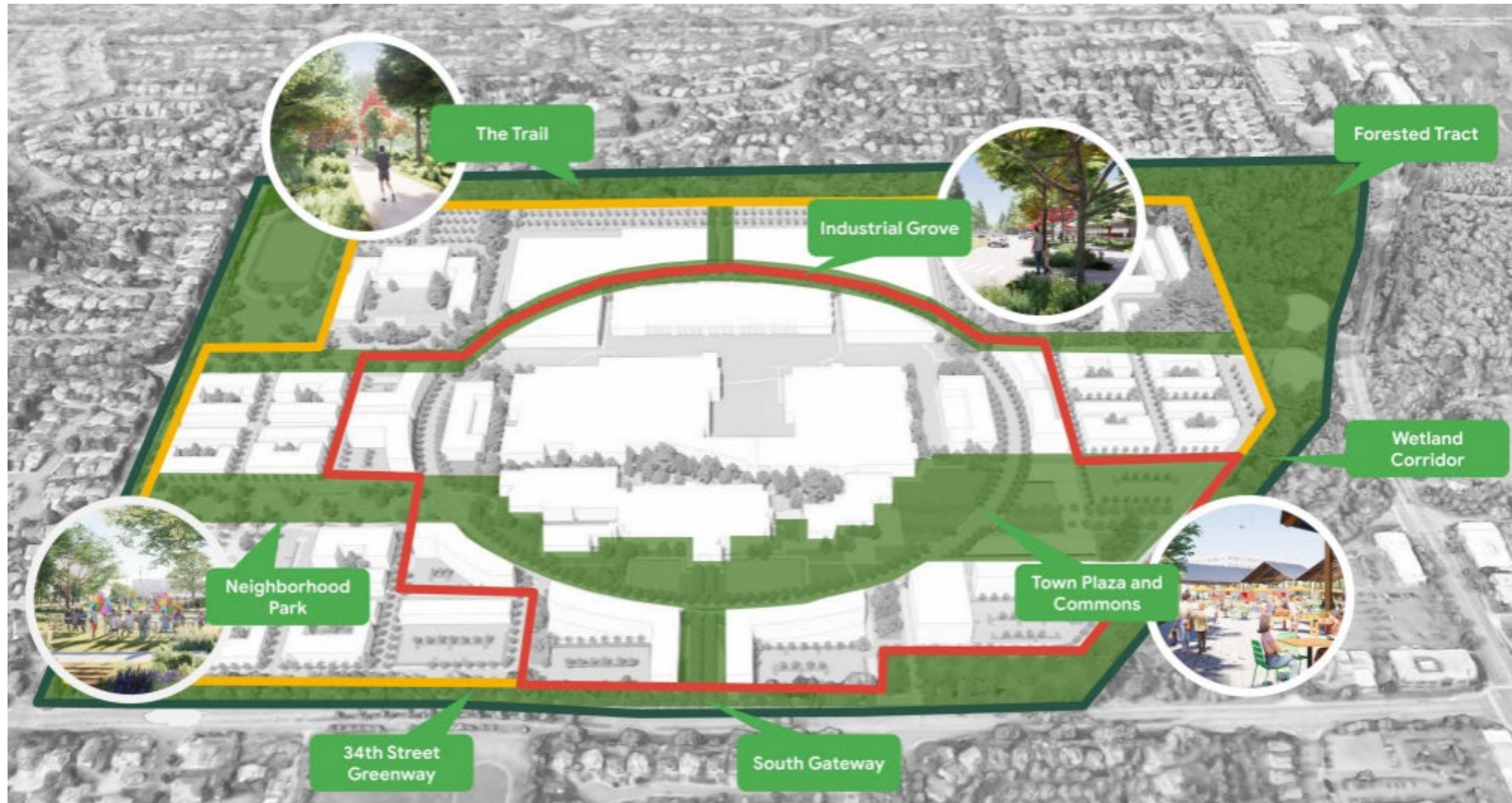
Policy Context



Next Steps



Revised Master Plan



Site History

- 179-acre site originally developed by Hewlett-Packard, approximately 715,000 square feet of existing buildings onsite
- Comprehensive Plan designation and zoning change (Light Industrial to Mixed Use) and Master Plan and associated development agreement approved in 2021
- 200,981 square foot industrial building approved north of the existing building under the existing master plan



Revisions to the Master Plan/Development Agreement

Original Master Plan	Proposed Revisions
Main East-West Road	Central Loop/ Ring Road
Defined Open Space LUA	Open Space as an overlay throughout the campus
Detached Single-Family Residential LUA	Removal of detached Single-Family Residential
Density up to 1,200 Residential Units	Increased density to 1,800 Residential Units
Commercial node/Town Center (subject to future master plan amendment)	Commercial node/corridor extending from the Town Center through the Central Loop/ Ring Road

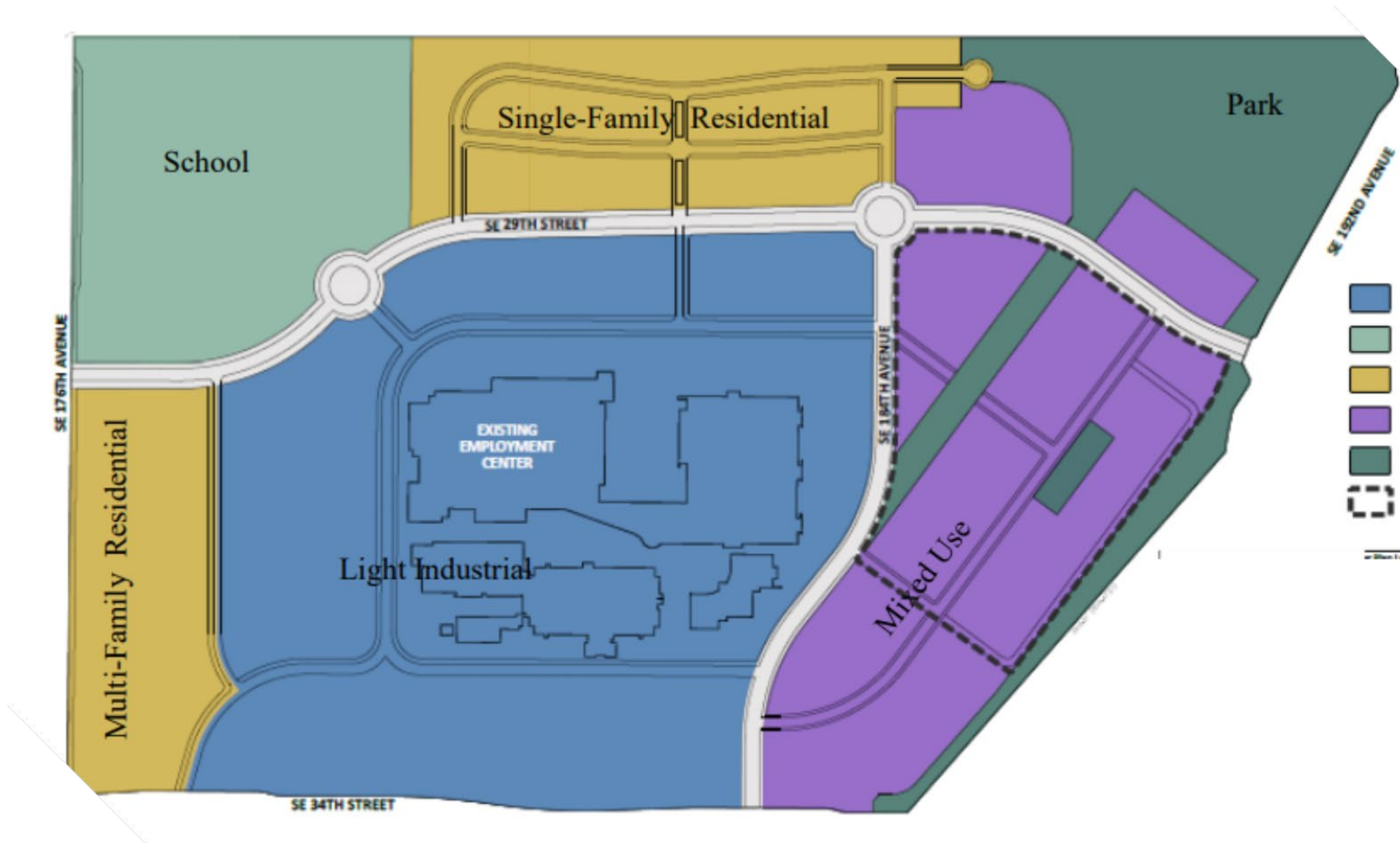


Revisions to the Master Plan/Development Agreement

Original Master Plan	Proposed Revisions
Forested area access acquisition – no clarity on ownership, development and management	Clarity on Forested area acquisition, timeline for development and City management
No Affordable Housing Commitment	Commitment to Affordable Housing through MFTE
Hotel and Community space allowed as Type III application	Hotel and Community Space allowed as a Type II application
School as part of the Master Plan	School removed – Sold to Evergreen School District
Specifically defined phasing of development	Phasing to follow infrastructure and market needs (complying with the vision of a walkable neighborhood)



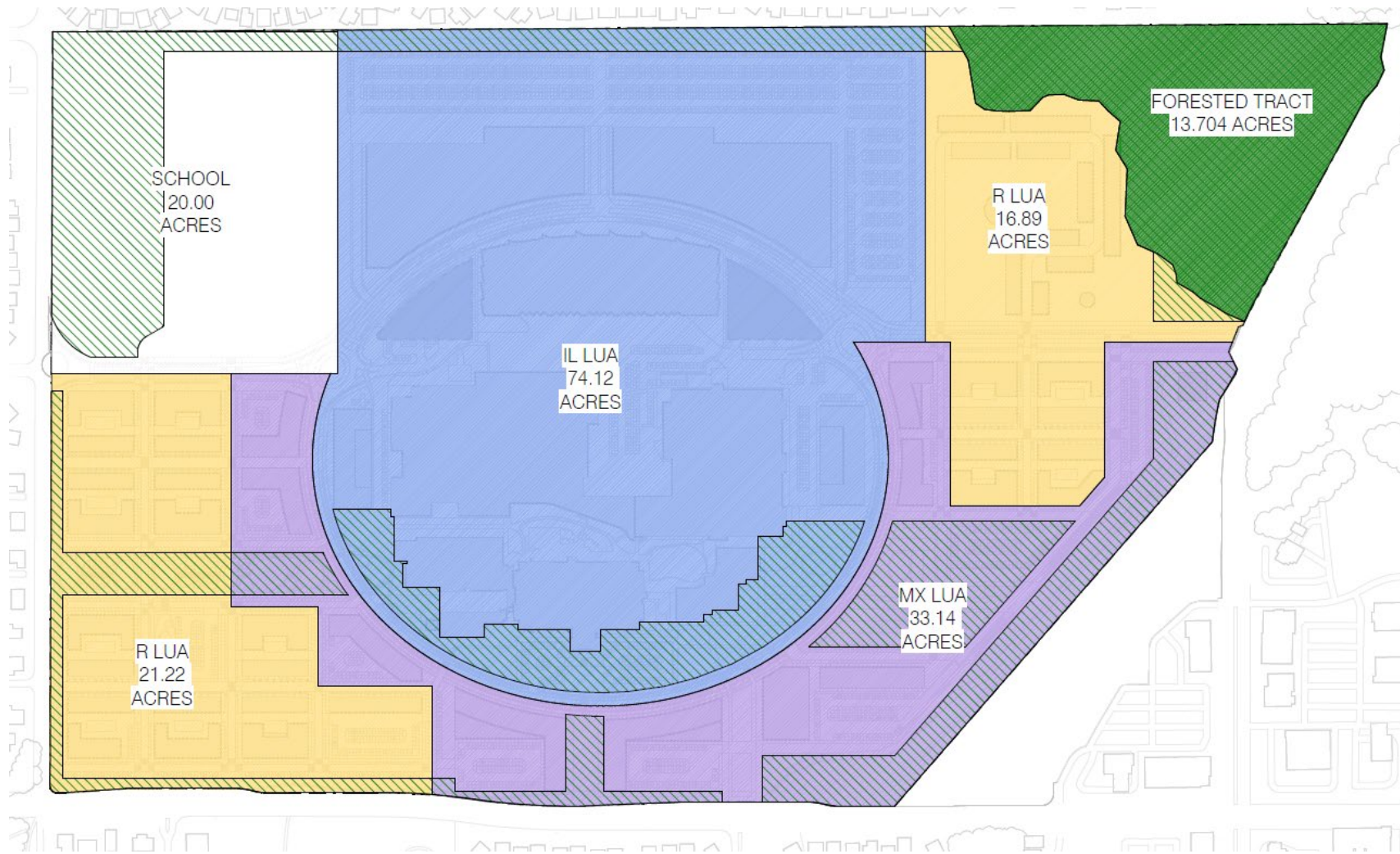
Approved Master Plan



- Single-Family Residential LUA
- Non-integrated LUAs
- East- West Main Road
- Defined Open Area
- Light Industrial dividing the campus



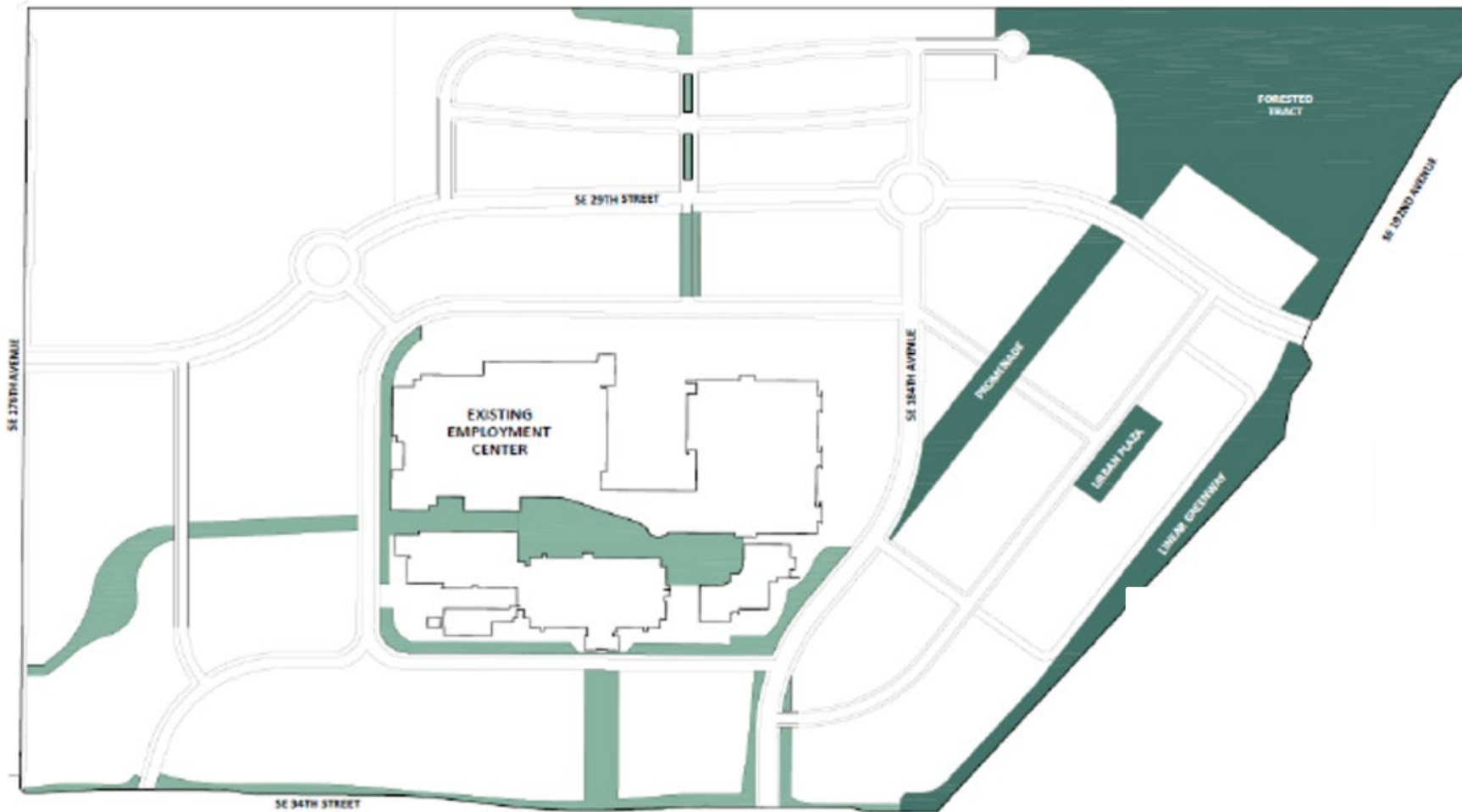
Revised Master Plan



- Consolidated Residential (R) LUA
- Central Loop/ Ring Road
- Open Areas throughout the campus
- Mixed-use Area connecting the different areas



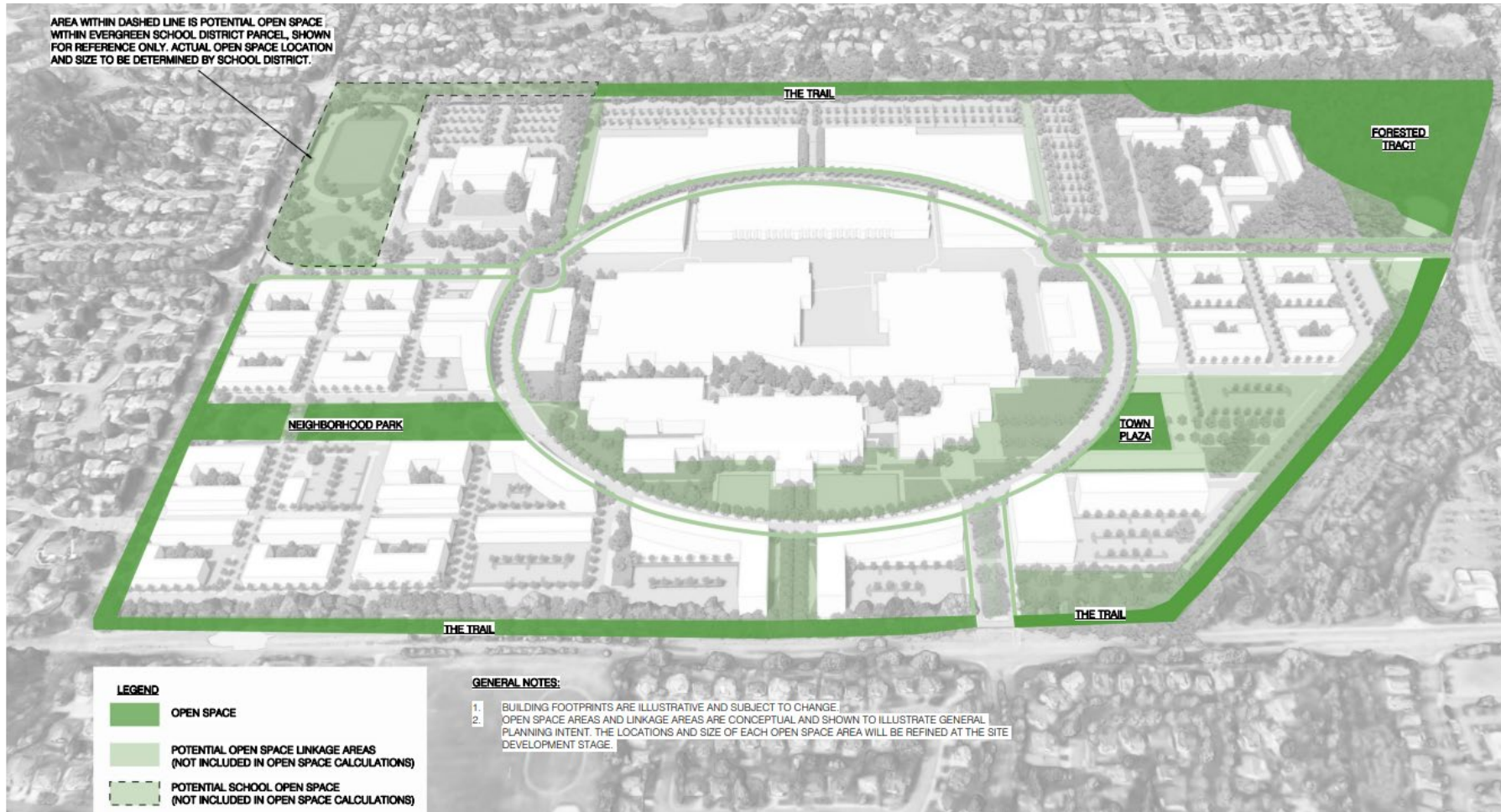
Approved Open Space



- 19 Acres of Open Space
- Silver Leaf Tree Cap canopy goal– 30% coverage



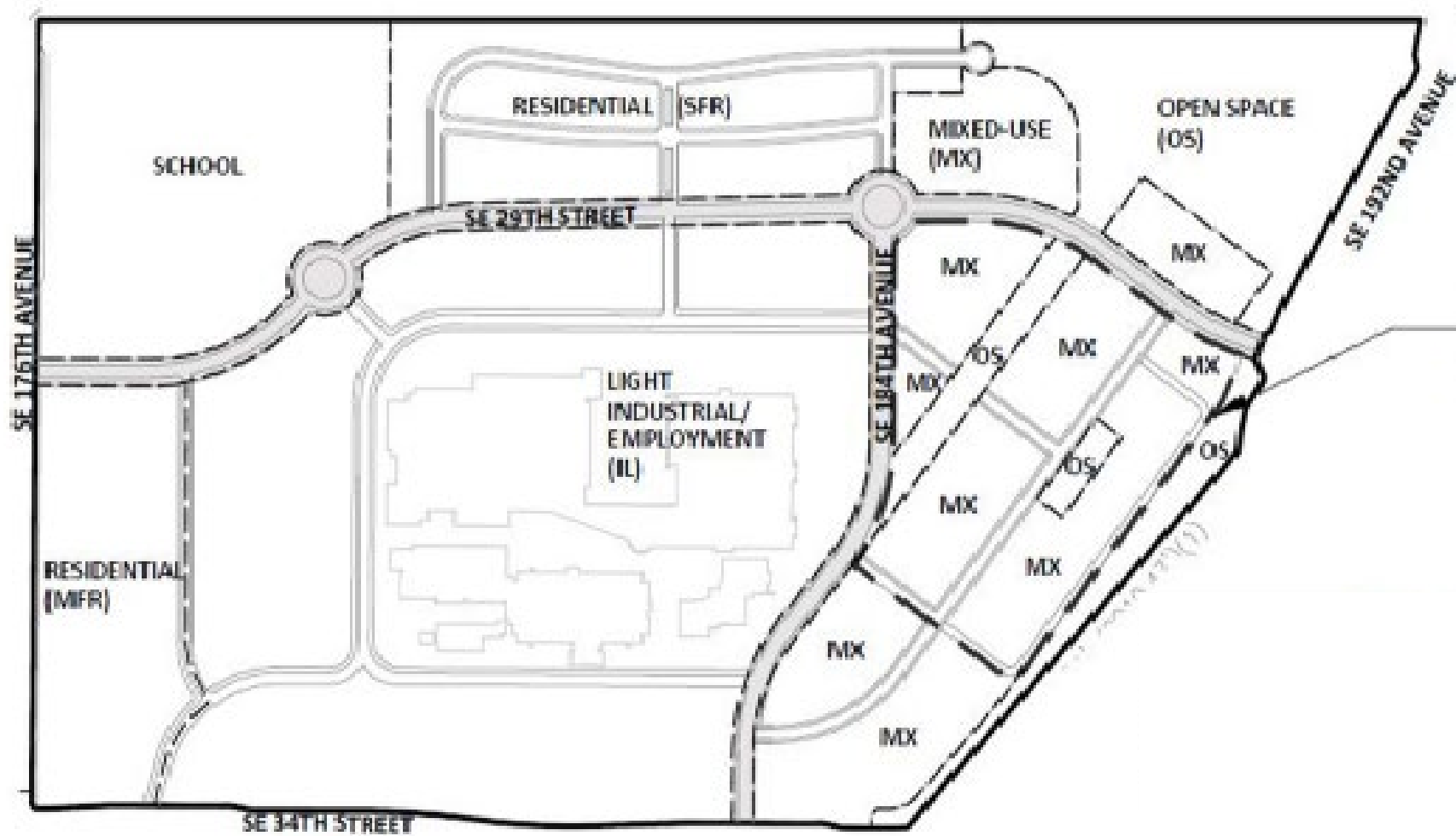
Proposed Open Space



- 24 acres of Open Space (excluding school area)
- Silver Leaf Tree Cap canopy – 30% coverage
- Trail around campus



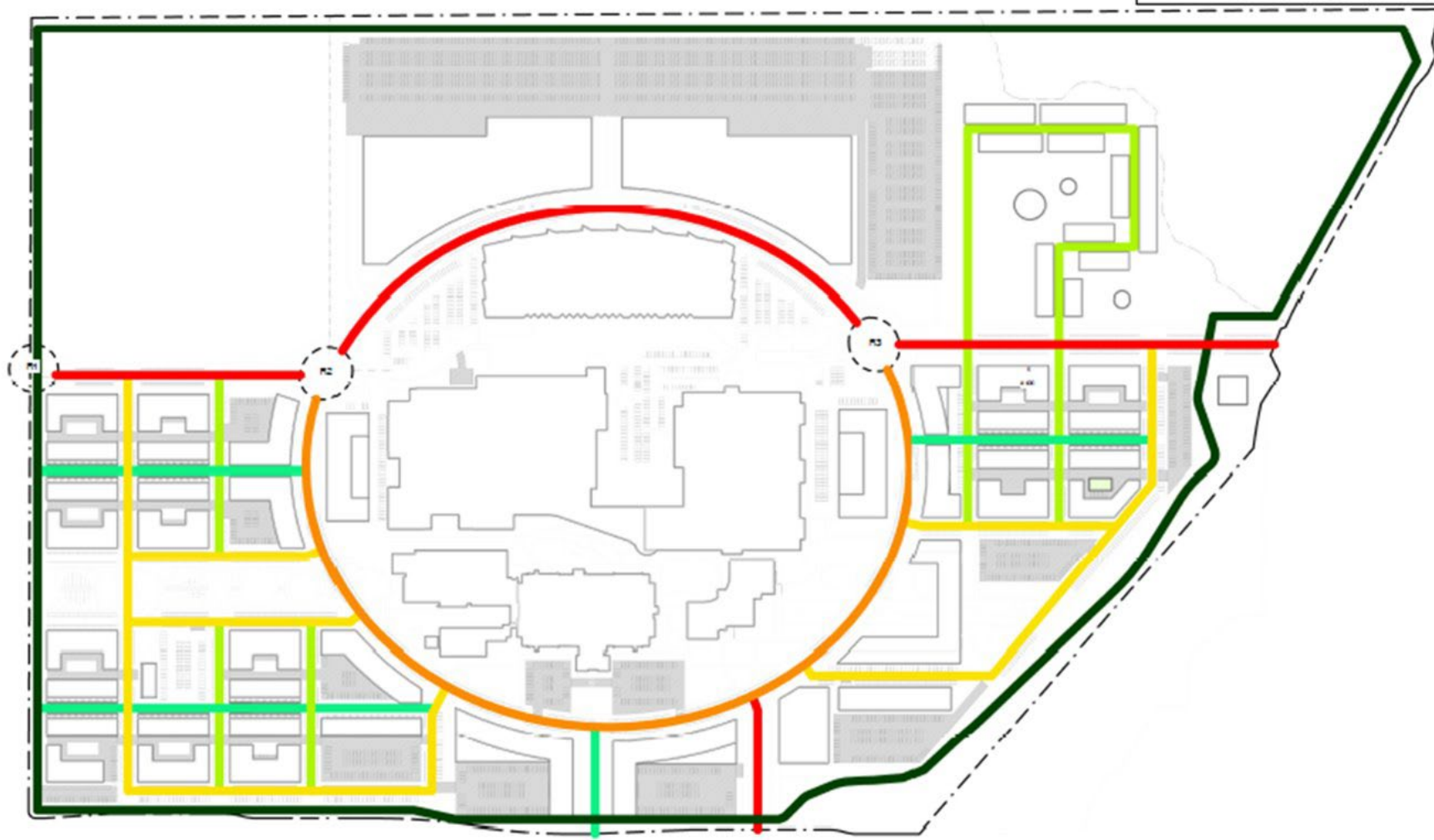
Approved Transportation Network



- East- West/
North- South
main roads



Proposed Transportation Network



- Central Loop/ Ring Road for better connectivity and traffic
- Additional local roads for better connectivity and multi-modal access



Public Outreach

Applicant outreach:

- Virtual open houses on January 30, 2023, January 29, 2024, and January 31, 2024
- Direct mailing to properties within 500 feet and beyond
- Project website

City outreach:

- Pre-application conference notification
- Direct mailing to properties within 500 feet
- Contact to parties of record that testified during the original master plan and zone change



Sustainability

- Optimizing Green performance of existing building
- Electrification of all residential building systems
- EV charging availability throughout the campus
- 30% Tree Canopy - Silver Cap
- Compliance with interim Green Building Policy



Discussion



Site/Aerial Photo



Approved vs. Proposed LUAs

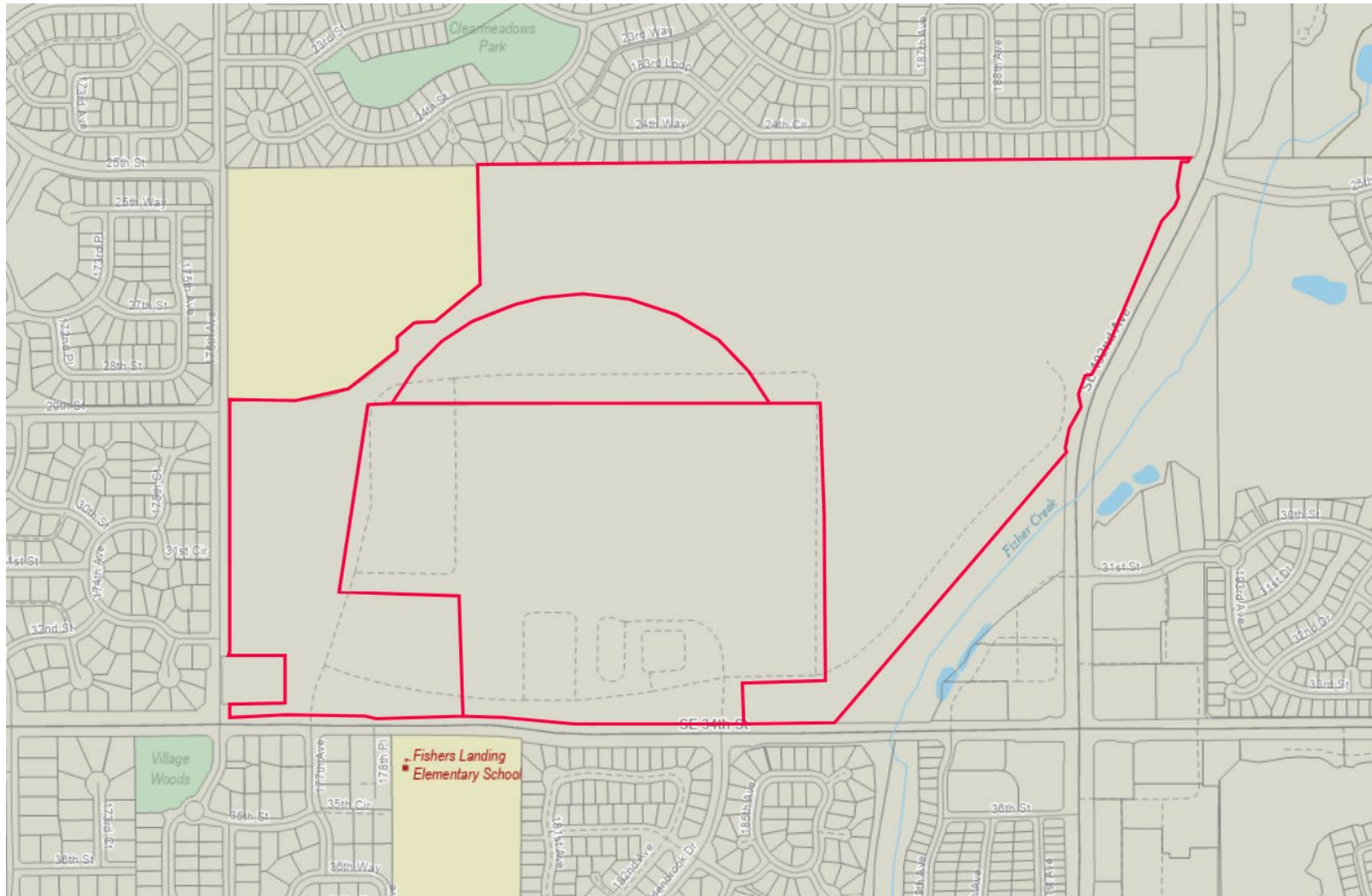
Approved	
LUA	Acres
School	20
Open Space	19.1
LI	67.2
Residential	30.4
Mixed Use	31.9
ROW	10.5
Total	179.1

Proposed	
LUA	Acres
School	20
Forested Tract	13.704
LI	74.12
Residential	38.11
Mixed Use	33.14
ROW	Within the LUA
Total	179.1

Open Space, outside of the Forested Area, is within each LUA. 24 Acres total proposed Open Space



Parcel Map



03/25/2024 (Date of First Reading)
04/01/2024 (Date of Public Hearing)

ORDINANCE NO. M- [Ordinance Number]

AN ORDINANCE amending the Vancouver Innovation Center (VIC) Mixed Use Master Plan (Master Plan) and Development Agreement (DA) for parcels 126455000, 126816000, 986056494, and 986065748 located at 18110 SE 34th Street; providing for severability; and providing for an effective date.

WHEREAS, The VIC Building Owner LLC, a Delaware limited liability company (Developer) submitted a land use application to amend the existing VIC Mixed Use Master Plan and Restated VIC DA, which were approved on August 16, 2021 by Ordinance M-4346 to the City of Vancouver to revise the Master Plan and DA; and

WHEREAS, the Vancouver Planning Commission reviewed proposed changes to the Master Plan in the form of VIC Master Plan 2.0 attached hereto as Exhibit A, and the DA, in the form of the VIC Fourth Amended and Restated Development Agreement (VIC DA) attached hereto as Exhibit B, in accordance with the procedure provided by Vancouver Municipal Code (VMC) 20.250.050(B) at duly advertised workshops on September 12, 2023 and December 12, 2023 and a duly advertised public hearing was held on February 13, 2024, and at which the Planning Commission voted 5-0 to recommend approval of the VIC Master Plan 2.0 and the VIC DA, and

ORDINANCE - 1

WHEREAS, the City Council conducted a duly advertised workshop on January 22, 2024, a duly advertised first reading on March 18, 2024, and a duly advertised public hearing on March 25, 2024, following which the Council wishes to adopt the Planning Commission recommendations for approval; and

WHEREAS, the cumulative environmental impacts of the proposed VIC Master Plan 2.0 and Fourth Amended and Restated Development Agreement changes have been reviewed and determined to be nonsignificant pursuant to the State Environmental Policy Act (SEPA). A Notice of Determination of Non-significance (DNS) was issued on January 26, 2024, Washington State Department of Ecology and Washington Department of Fish and Wildlife provided comments and no appeals to the DNS were received; and

WHEREAS, the City Council finds and concludes that the proposed changes are consistent with the balance of relevant criteria for Mixed Use Master Plans (VMC 20.430.060) and Development Agreements (VMC 20.250) and are consistent with the policies and provisions of the City of Vancouver's Comprehensive Plan and Strategic Plan that encourage orderly development within the community and the Growth Management Act pursuant to the requirements of Chapter 36.70A. RCW.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Findings and Conclusions. The Planning Commission findings and conclusions as set forth in the staff report for the February 13, 2024 public hearing and subsequent deliberation, are hereby adopted as the City Council's findings of fact.

ORDINANCE - 2

Section 2. Master Plan. Pursuant to Mixed Use Master Plan standards and approval criteria under VMC 20.430.060(C)(3) adopted through Ordinances M-4325 § 3, 2020; M-3922 § 24, 2009; M-3840 § 24, 2007; M-3796 § 2, 2007; M-3730 § 22, 2005; M-3698 § 8, 2005; and M-3643, 2004), the VIC Master Plan 2.0, incorporated by attachment through Exhibit A to this Ordinance, is approved and adopted.

Section 3. Development Agreement. Pursuant to Development Agreement procedures under VMC 20.250 adopted through Ordinance M-3643, 2004, the Vancouver Innovation Center Fourth Amended and Restated Development Agreement, incorporated by attachment through Exhibit B to this Ordinance, is approved and adopted.

Section 4. Severability. If any clause, sentence, paragraph, section, or part of this ordinance or the application thereof to any person or circumstances shall be adjudged by any court of competent jurisdiction to be invalid, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not affect or invalidate the remainder of any parts thereof to any other person or circumstances and to this end the provisions of each clause, sentence, paragraph, section or part of this law are hereby declared to be severable. Notwithstanding the foregoing, the VIC DA is approved in conjunction with approval of the VIC Master Plan 2.0 and amendment of the Master Plan and DA are contingent upon one another. In the event that either the VIC Masterplan 2.0 or the Fourth Amended and Restated VIC DA are determined invalid, the approval and adoption of both shall be invalidated.

Section 5. Effective Date. This ordinance shall go into effect 30 days after adoption.

Section 6. Recording. Pursuant to VMC 20.250.060, within 30 days after the effective date, the VIC DA shall be recorded with the real property records office of Clark County, Washington.

ORDINANCE - 3

DATE OF FINAL PASSAGE by the Vancouver City Council: _____.

SIGNED this _____ day of _____, 2024.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

ORDINANCE - 4

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE amending the Vancouver Innovation Center (VIC) Mixed Use Master Plan (Master Plan) and Development Agreement (DA) for parcels 126455000, 126816000, 986056494, and 986065748 located at 18110 SE 34th Street; providing for severability; and providing for an effective date.

The full text of this ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at 487-8711, or via www.cityofvancouver.us (Go to City Government and Public Records).

ORDINANCE NO. M-####

EXHIBIT A

VIC MASTER PLAN 2.0

[SEE ATTACHED]

ORDINANCE NO. M-####

EXHIBIT B

VIC FOURTH AMENDED AND RESTATED DEVELOPMENT AGREEMENT

[SEE ATTACHED]

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

Stephen W. Horenstein, Attorney
Schwabe, Williamson & Wyatt P.C.
700 Washington Street, Suite 701
Vancouver, WA 98660

DRAFT 03/19/2024

**VANCOUVER INNOVATION CENTER (VIC)
FOURTH AMENDED AND RESTATED DEVELOPMENT AGREEMENT**

Grantor:	City of Vancouver, a Washington municipal corporation
Grantee:	The VIC Building Owner LLC, a Delaware limited liability company Evergreen School District No. 114, a Washington public school district
VIC Property Abbreviated Legal:	#5&7 6-1-3E #10 MARTIN DLC,#22N,41,36,13 SIMMONS DLC 52.65A; #5&7 6-1-3E #10 MARTIN DLC,#22N,41,36,13 SIMMONS DLC 104.52A; #172 WM SIMMONS DLC 1.24A
School Property Abbreviated Legal:	#17 SEC 6 T1N R3EWM 20.00A
VIC Property Assessor's Tax Parcel Nos.:	126455000; 126816000; 986056494
School Property Assessor's Tax Parcel No.:	986060362
Property Full Legal Description:	See Exhibit A
Reference Numbers of Related Documents:	3343884, 5809816, 5979934 AMD, 6017326 COV

**VANCOUVER INNOVATION CENTER (VIC)
FOURTH AMENDED AND RESTATED DEVELOPMENT AGREEMENT**

This Vancouver Innovation Center (VIC) Fourth Amended and Restated Development Agreement (this "VIC DA") is entered into on this ____ day of _____, 2024, by and among the City of Vancouver, a Washington municipal corporation (the "City" or "Grantor"). The VIC Building Owner LLC, a Delaware limited liability company (the "VIC" or "Developer") and Evergreen School District No. 114, a Washington public school district ("ESD"), with the VIC and ESD individually and collectively as "Grantee." City and Grantee are referred to as the "Parties."

RECITALS

A. WHEREAS, in the 1970's, Hewlett-Packard ("HP") acquired approximately 179 acres of real property, located at 18110 SE 34th Street, Vancouver, Washington, formerly known as the HP Campus and now commonly known as the Vancouver Innovation Center (VIC), for the purpose of developing a large manufacturing campus for its own purposes pursuant to an HP South Campus Master Plan and, after building 715,000 square feet of office space, HP sold the VIC in 2009 to S-E, Inc., a Delaware corporation ("SE"), and SE sold to Developer in 2020, subject to the a development agreement; and

B. WHEREAS, the "Property" as legally described on Exhibit A attached hereto consists of the "VIC Property" and the "School Property," as identified below, and is currently encumbered by that certain Third Amended and Restated Development Agreement by and among SE, the Developer, and the City, dated September 15, 2021 (the "Restated DA") and the Developer is the successor in interest to SE on the Property and the Restated DA to the VIC Property as legally described on Exhibit A-1 attached hereto,, except for any portion designated as the School Property (Clark County Tax Parcel 986060362; abbreviated legal description #17 SEC 6 T1N R3EWM 20.00A), as currently configured and legally described on Exhibit A-4 attached hereto. SE sold the School Property to ESD, on November 30, 2021, subject to an Agreement Related to Development Infrastructure by and between ESD and the Developer dated November 18, 2021 and recorded under Clark County Auditor's File No. 5994962, as amended by that First Amendment dated _____, 2024 and recorded under Clark County Auditor's File No. _____ (the "ESD Infrastructure Agreement") which, in addition to this VIC DA and any other required City land use approvals, sets forth those obligations required of ESD in to the development of the School Property; and

C. WHEREAS, on August 16, 2021, the City adopted Ordinance No. M-4346 amending the Property's Vancouver Comprehensive Plan and zoning map designation from Light Industrial (IL) to Mixed Use (MX) (the "Zoning Change"), adopting the Developer's Mixed Use Master Plan (the "VIC Master Plan") and approving the Restated DA; and

D. WHEREAS, as required by the Restated DA, that certain Restrictive Covenant, as corrected and re-recorded February 8, 2022 (6017326 COV) (the "Forested Tract Covenant") was recorded on the real property defined therein as the "Forested Tract" prohibiting development of the Forested Tract for any purpose other than park or open space uses; and

E. WHEREAS, the VIC Property includes six existing connected buildings encompassing approximately 700,000 square feet that were constructed by HP (the "Existing Building") and, subsequent to the Parties entering into the Restated DA, the Developer obtained City approval to construct a 200,981 square foot industrial building pursuant to Type II Site Plan Review; and

F. WHEREAS, on May 5, 2023, Developer submitted a land use application for Major revisions, including but not limited to, the VIC Master Plan (the VIC Master Plan 2.0, as later defined herein) pursuant to Section 7 of the Restated DA requesting to amend certain master plan elements for the purposes of: consolidating industrial areas to optimize opportunities for employment-generating development, increasing residential density and affordable housing; integrating more open space; refining the transportation network to include a central ring road for primary site circulation; better integrating mixed-use elements across the campus by changing from a Town Center District to a mixed-use slow street corridor along the proposed ring road; replacing the Town Center Master Plan Amendment required by the Restated DA with this proposed VIC Masterplan 2.0; allowing for hotel and community center

development as a Type II conditional use permit; and updating the land use areas, phasing, and design standards;

G. WHEREAS, while retaining the Property's MX zoning designation and the Forested Tract Covenant development restrictions, modifications to the Restated DA and the VIC Master Plan currently encumbering the Property are necessary to facilitate development of the Property as proposed, and the Parties desire to facilitate development of the Property under the terms and conditions described below;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree set forth in this VIC DA.

AGREEMENT

Section 1. Recitals. The above recitals are incorporated in this VIC DA.

Section 2. History of Development Agreements.

2.1 On June 4, 2001, HP and the City of Vancouver entered into a Development Agreement ("Original DA") for the Property with an initial term of 15 years. This Original DA provided HP with reserved traffic capacity, master plan approval, vesting to existing land use codes, and required dedication of right-of-way on SE 192nd Ave.

2.2 On November 16, 2009, the City approved the First Amendment to the Original DA extending its term to June 4, 2020 ("First Amendment") and a Second Amendment, approved on June 1, 2020, further extended the term another two years ("Second Amendment").

2.3 On May 21, 2020, a pre-application conference was held between City staff, applicant representatives and a local neighborhood representative for consideration of the proposed Zoning Change, Restated DA, and VIC Master Plan. Application materials were submitted beginning on June 15, 2020.

2.4 Duly advertised Planning Commission workshops on the proposed Zoning Change, Restated DA, and VIC Master Plan were held on August 11, 2020, September 8, 2020, November 10, 2020, December 8, 2020, January 26, 2021, and May 11, 2021, and a Planning Commission public hearing was held on July 6, 2021. Duly advertised City Council workshops on the proposed Zoning Change, Restated DA, and VIC Master Plan were held on November 23, 2020, December 21, 2020, and July 12, 2021, followed by a City Council First Reading on August 9, 2021 and public hearing on August 16, 2021.

2.5 Pursuant to the public hearing, on August 16, 2021, the City Council adopted Ordinance M-4346 implementing the Zoning Change by amending the Vancouver Comprehensive Plan and Zoning map designation for parcels adjacent tax lots 126455000 and 126816000, located at 18110 SE 34th Street, adopting the VIC Master Plan, and authorizing the Restated DA, which was originally recorded on October 25, 2021 and re-recorded on February 8, 2022 to correct the cover page to include reference to Parcel 986056494 as it existed on October 25, 2021.

2.6 On October 25, 2021 the Forested Tract Covenant was recorded, and then re-recorded on February 8, 2022 to correct the Assessor's Parcel Number referenced on the first page.

2.7 Duly advertised Planning Commission workshops on this VIC DA and the VIC Master Plan 2.0 were held on September 12, 2023 and December 12, 2023 and a Planning Commission hearing was on February 13, 2024. A duly advertised City Council first reading was held on March 25, 2024 and a duly advertised City Council public hearing was held on April 1, 2024.

Section 3. Effective Date and Purpose. The “Effective Date” of this VIC DA is the date upon which the Vancouver City Council adopts an ordinance approving this VIC DA. That date will be written on the first page of this VIC DA, regardless of the date upon which the Parties’ signatures are affixed below. The purpose of this VIC DA is to:

3.1 Provides an integral and required component of a revised employment centered mixed-use master plan for the Property (“VIC Master Plan 2.0” defined below);

3.2 Continue to reserve a certain amount of traffic capacity set forth in the Original DA for the term of this VIC DA;

3.3 Vest the Property and VIC Master Plan 2.0 approved under those land use regulations as provided herein;

3.4 Identify desired land uses that are approved and outright allowed under the VIC Master Plan 2.0;

3.5 Identify transportation improvements Developer agrees to construct to benefit the community and the Property, pursuant to the implementation of the VIC Master Plan 2.0; and

3.6 Identify the Park Parcel (as defined herein) that City has requested Developer sell to City, contingent upon execution of a mutually satisfactory purchase and sale agreement, and community park improvements the City will develop and operate.

3.7 This DA supersedes all prior DAs. Any inconsistency between this DA and prior DAs referenced in Section 2 above . shall be resolved in favor of this VIC DA.

Section 4. Description of the Proposed Development of the Property. The development of the Property will be a mixed use, 20-minute community where business, industry, education, residences, and the outdoors intersect. The Property will be developed consistent with the terms and provisions of this VIC DA and the VIC Master Plan 2.0, approved pursuant to Section 6 below.

Section 5. Approval and Vesting. The VIC Master Plan 2.0 will be fully and finally approved by the Vancouver City Council simultaneously with the approval of this VIC DA, in accordance with VMC 20.430.060(C)(3), after review and recommendation to the Vancouver City Council by the Vancouver Planning Commission. The Property shall be developed in accordance with the Vancouver Municipal Code (VMC) in effect as of the date the application for the VIC Master Plan 2.0 was received, which was December 1, 2022 (the “VIC 2.0 Application Date”), as modified by this VIC DA (including the VIC Master Plan 2.0), and (b) subject to the exception provided in Section 15, the VIC Master Plan 2.0 shall be vested to existing land use regulations and standards as of the VIC 2.0 Application Date.

5.1 Any permit or approval issued by the City for the Property after the Effective Date and before the termination of this VIC DA must be consistent with this VIC DA.

5.2 Through a Type I land use application process, as defined in the VMC, either Grantee may request that its portion of the Property be subject to later-enacted laws, regulations, and ordinances initiated and adopted by the City. A Grantee must demonstrate how the later-enacted ordinance(s) will benefit both its project and the City while maintaining consistency with the City’s Comprehensive Plan. A Grantee must also demonstrate that use of later-enacted ordinances will not conflict with other ordinances to which the development is subject and will not be significantly detrimental to the health, safety, or general welfare of the City. An application to subject a development project to a subsequently enacted development regulation will cause the entire development project to be subject to all subsequently enacted development regulations in effect for the date of that application rather than the

Effective Date, unless the City and the applicable Grantee agree otherwise by amending this VIC DA, which amendment will only apply to the requesting Grantee's portion of the Property and which amendment will not require any other Grantee approval. The Planning Director shall review and either approve the request, or determine that a new application must be submitted without reference to the later-enacted ordinance(s).

5.3 The amount and type of any impact fees associated with a proposed development will not vest, but rather, will be determined for each project specific development application in accordance with then applicable law. Environmental laws or development requirements, including standards related to sustainability and climate action, also will not vest.

5.4 The Property is located within the City's Multifamily Housing Tax Exemption (MFTE) East Vancouver Residential Target Area defined in VMC Section 3.22.030(C)(4) and Developer must apply for the MFTE tax exemption program for any residential development of the VIC Property, in accordance with the eligibility and application criteria of VMC Chapter 3.22 and will diligently initiate and pursue MFTE applications for all residential units developed on the VIC Property in accordance with the application procedures set forth in VMC 3.22.040(E), issuance of a conditional MFTE certificate in accordance with VMC 3.22.040(G), and application and issuance of a final MFTE certificate in accordance with VMC 3.22.040(J) and VMC 3.22.040(K). For any MFTE application approved by the City on the VIC Property, Developer shall, as an independent obligation of this VIC DA comport with all MFTE program requirements, provided that such program requirements are not more restrictive than those established by the City as of this VIC DA Effective Date.

Section 6. VIC Master Plan 2.0. The VIC Master Plan approved in conjunction with an application for a modified master plan (VIC Master Plan 2.0) includes the information provided in this Section 6 and Exhibits B, C, D, E, F, G, & H (including sub-exhibits) of this VIC DA. Exhibit B-1 provides a Master Plan Proposed Land Use Plan; and Exhibit E-1 (Design Guidelines) provides VIC Master Plan 2.0 renderings, depicting the intended look and feel of the fully developed VIC Property. Any inconsistencies between Exhibit B-1 and its sub-exhibits B-2 through B-5 will be resolved in favor of Exhibit B-1. The VIC Master Plan 2.0, attached hereto as Exhibit B-2, is hereby approved and incorporated fully by reference into this VIC DA.

6.1 Land Use Areas. The VIC Master Plan 2.0 contains three Land Use Areas ("LUAs") as well as the Forested Tract and the School LUA consisting of the approximately 20-acre School Property now owned by ESD. The three LUAs for the VIC Property are identified as Light Industrial (IL), Mixed Use (MX), and Residential (R). Exhibit B-1 provides a Full Site Utilization Plan for the VIC Property, identifying the location and intended use for each LUA and depicting an open space overlay. With the exception of the MX LUA, Developer shall submit site plans or subdivision applications, as appropriate for development of the LUAs, or portions thereof, in accordance with Title 20 VMC and the synchronicity and phasing provisions outlined in Sections 6.4 and 6.5, below.

6.2 Allowed Uses. Notwithstanding any limitations contained within the mixed-use provisions of VMC Title 20 to the contrary, the permitted uses for each LUA will be those uses that are permitted for each type of LUA and the School LUA specified in Section 6.1, as of the VIC 2.0 Application Date, as modified by this VIC DA and Exhibit C.

6.3 Development Standards. Although the entire Property is zoned Mixed Use, each LUA will utilize development standards that more closely match its LUA designation, as modified by this VIC DA. For example, parking and lot size standards for the Light Industrial (IL) LUA will be held to the

parking and lot size standards within the IL zoning code, unless otherwise modified by this VIC DA. Parking standards and set back requirements for the Mixed Use (MX) LUA will be subject to the MX zone parking standards, as modified by this VIC DA and the VIC Master Plan 2.0. Attached hereto as Exhibit D is a list of approved development standards for the indicated LUAs that deviate from current VMC and including those that are deemed modified by this DA. Any variations from the applicable VMC development standards (as modified by this VIC DA) will be approved in accordance with VMC Title 20 as of the VIC 2.0 Application Date. Approval of such variations will be granted in accordance with applicable law and sections 7.2e and 7.3 below.

a. Vesting. The Property will vest to the development standards provided in VMC Title 20, applicable to each type of LUA and the School LUA specified in Section 6.1, as of the VIC 2.0 Application Date, as modified by this VIC DA and Exhibit D.

b. New Buildings. Developer shall build 600,000 to 860,000 square feet of new employment square footage (new non-residential, non-parking gross square footage, with approximately 216,000 square feet of that employment square footage to be built in the IL LUA. Developer may build up to 1,800 residential units throughout the VIC Property. Developer may build more than 860,000 square feet of new employment square footage or more than 1,800 residential units only if Developer obtains a new traffic impact analysis, updating the April 28, 2023 *Kittelson & Associates Traffic Impact Analysis for the Revised Vancouver Innovation Center (The VIC) Mixed Use Master Plan* on file with the City.

c. Building Height. Notwithstanding anything contained within VMC Title 20 to the contrary, MX height standards apply to all LUAs, including the School LUA, throughout the Property (up to 75 feet).

6.4 Synchronicity. The sequencing of development of the various LUAs within the VIC Master Plan 2.0 is critical to achieving a successful mixed-use development and 20-minute community. The VIC Master Plan 2.0 is, at its core, an employment based mixed use development. However, to obtain the on-site traffic recapture and to comply with VMC 20.430.060 (which requires at least 20% of the combined gross floor area of the buildings to be devoted to residential uses), residential development must be properly synchronized with employment land development. Notwithstanding anything to the contrary in VMC chapter 20.430, the following synchronicity rules apply to the timing of development of the LUAs and School LUA.

a. There is no limit on the timing or pace of development of the **light industrial (IL) LUA** depicted on the Master Plan. Developer has already begun and intends to complete renovations and capital improvements in the Existing Building in the IL LUA by December 31, 2023. Residential units in the IL LUA, if any, shall be on the second floor, or above.

b. In the **mixed-use (MX) LUA** depicted in the VIC Master Plan 2.0 the timing and pace of development needs to include a mix of residential and commercial to support development of 20-minute communities.

c. There is no limit on Developer's ability to submit, entitle, and obtain land use approval for developing residential units in the **residential (R) LUA**.

- d.** There shall be no limit on the timing or pace of development of a school on the School Property. If the School Property is not developed into a school, the 20-acre area retains its mixed use (MX) comprehensive plan designation, unless and until the School Property owner applies for and obtains a comprehensive plan/map amendment in accordance with applicable law.

6.5 Phasing. Developer is focusing current development efforts on the interior of the Existing Building. Subsequent development is expected to occur in phases. Each phase of development in the LUAs may overlap with the other and will follow the infrastructure phasing as described in Figure 2 of the April 28, 2023 *Kittelson & Associates Traffic Impact Analysis for the Revised Vancouver Innovation Center (The VIC) Mixed Use Master Plan* on file with the City (the “2023 VIC TIA”), which provides for development in four phases.

6.6 Design Standards. All new building development (except in the School LUA) must comply with this VIC Master Plan 2.0 and the Design Guidelines provided in Exhibit E to this VIC DA. In addition, all new building development (except in the School LUA) must be consistent with the November 2023 Comprehensive Sustainability Plan outlined in Exhibit E-2.

6.7 Parking Plan. Parking will be provided in accordance with the requirements of each LUA, as may be modified by this VIC DA and the VIC Master Plan 2.0, as set forth in Table 1.0 below. Developer and City may coordinate a residential parking permit program within the R-LUA that limits on-street public parking to permitted residents only during certain hours. Not less than 60 days prior to City’s completion of park improvements in the Forested Tract *and* opening that area for public use, Developer will work with each tenant in its commercial and industrial buildings adjacent to the Forested Tract to determine if it is feasible to allow public use of portions of privately constructed parking lots for those buildings during those periods of time employees of tenants are not using such parking lots. If Developer determines in its sole discretion that such parking will not interfere with tenant parking or confidentiality concerns of tenants requiring parking to be limited to employees of tenants only, public use will be allowed in those areas and during hours designated by Developer. As tenants change, lease up of tenant spaces occurs, and the needs of existing tenants change, Developer will reevaluate the availability of parking for public use as provided for herein and notify the City prior to limiting such parking, if any. The City will direct the public to first use the public parking the City provides on land it acquires from Developer adjacent to the Forested Tract that it will make available to the public for parking purposes while accessing the park.

Table 1.0. Revised VIC Master Plan Parking Ratios

Program	VIC Masterplan 2.0
Single Family Attached (TH) within R LUA and MX LUA	1 stall/DU min.
Multifamily within R LUA and MX LUA except for Studios	1.5 stall/DU min.
Senior Housing in all LUAS	0.3 stall/DU min.
Studio units in all LUAs(MP2.0)	1 stall/DU min.

MX LUA (Non-Residential)	2 – 2.5 stalls/ 1,000 SF
IL LUA	Minimum per VMC 20.945.070; no maximum

Developer will be allowed to count on-street public parking immediately adjacent to the respective building for which Developer is seeking to satisfy the LUA parking requirements. Each site plan or subdivision application must demonstrate how it contributes toward compliance of the entire VIC Property with the parking requirements of VMC 20.430.060(C)(2)(h) (including the 25% variance, if necessary) at full VIC Property build out.

6.8 Open Space. Developer shall create various open spaces comprising at least 24 acres throughout the VIC Property. The Developer has proposed open space as an overlay across the VIC Property to provide flexibility in the location of open space. The open space shall be developed in accordance with the VIC Master Plan 2.0 and in compliance with the MX LUA. Such open space does include the Forested Tract for these purposes. Exhibit B-2 to this VIC DA is reflective of how open space may be configured. The Developer may change the depicted locations of such open space without formal approval by the City so long as Developer does not diminish the amount of open space provided on the VIC Property to less than 24 acres.

a. In addition to the Forested Tract and any private residential parks, the open space must include one or more outdoor publicly accessible features to encourage interaction and gathering, centrally located on the Property. Publicly accessible open spaces must equal at least five percent (5%) of the total Property in accordance with VMC 20.430.060(C)(2)(d)(4).

b. Each site plan, subdivision application, or building permit application except within the School LUA must demonstrate compliance with requirements as set forth in VMC 20.430.040(B) for the particular LUA in which it is located with the proviso that no less than 15% of the cumulative area of all approved and pending site plan applications within the Property shall be landscaped. Developer shall provide the City a chart demonstrating compliance with this requirement in conjunction with all such applications.

6.9 Community Park. Developer has set aside the approximately 13.70-acre Forested Tract in the northeast corner of the VIC Property as open space for purposes of forest preservation, open space, public recreation, and natural habitat and Developer has reserved the Park Access Area for a future parking and public entryway to the Forested Tract, with both the Forested Tract and the Park Access Area. Although Developer is willing to retain ownership of the Forested Tract for the uses set forth in this section, the City has expressed a desire to acquire the Forested Tract for development by the City as a public community park. The Forested Tract is part of the open space identified in the VIC Master Plan 2.0. The Forested Tract is more specifically depicted on Exhibit A-2. The Park Access Area is generally depicted on Exhibit A-3.

a. Restrictive Covenant. Developer and City have recorded the Forested Tract Covenant, prohibiting development of the Forested Tract for any purpose other than open space. Such covenant does not prohibit installation of community park amenities. For the purpose of more effective tree canopy preservation, Developer and City shall modify the Forested Tract Covenant within thirty (30) business days of the Effective Date to update the Forested Tract legal description to that attached hereto on Exhibit A-2. The Forested

Tract Covenant cannot be otherwise modified or removed without Vancouver City Council approval.

b. *Creditable.* Whether or not the City acquires the Forested Tract, it will count toward the open space requirements under applicable chapters of the VMC for a mixed-use master plan. The trees existing within the Forested Tract will be evaluated for any requirement of the VMC and the VIC Master Plan 2.0 applicable to tree preservation, tree unit calculation, tree canopy calculations. Tree density calculations will be based upon a Tree Plan developed by the Developer's project arborist in conjunction with the City of Vancouver Urban Forester and submitted by Developer to the City for review designating trees in the Forested Tract and on the VIC Property either for retention or removal (the "Tree Plan"). Based upon the Tree Plan, tree density calculations for the VIC Property will be established in accordance with VMC Section 20.770.080(B).

c. *Creation of Park Parcel.* If Developer and the City reach agreement as to the Sale of the Forested Tract, Developer shall cause the creation of separate legal lot from the existing VIC Property, which separate lot will consist of the combined Forested Tract and Park Access Area (the "Park Parcel").

d. *Public Acquisition.* Provided that the City determines to provide improvements for public use and enjoyment consistent with the community park designated in the City's Capital Facility Plan and consistent with the VIC Master Plan 2.0, the City may seek to acquire the Park Parcel utilizing budgeted and reserved Park Impact Fee funds from the park service area in which the Park Parcel is located (formerly District 4, now designated as District C) in accordance with RCW 82.02.070 for this purpose. Developer and City will negotiate in good faith to enter into a purchase and sale agreement for the Park Parcel pursuant to this VIC DA ("Park PSA"). However, if the Developer and the City cannot reasonably enter into a Park PSA, then the exercise of City's power of eminent domain in order to fulfill a fundamental public purpose by causing the Park Parcel to become a community park will be imminent. Notwithstanding the foregoing, the City must comply with Chapter 8.12 RCW and all applicable laws and procedures for any condemnation action. If Developer and City negotiate and enter into the Park PSA, Developer and City agree as follows:

(i) Fair Market Value. The purchase price to be paid by the City for the Park Parcel shall be determined by the fair market value of the real property as determined by an appraisal dated within 24 months of the effective date of the purchase and sale agreement, using the Uniform Standards of Professional Appraisal Practice ("USPAP") methodologies based on the Park Parcel's best and highest use as a mixed-use zoned property (the "Appraisal Value"). The purchase price to be paid by the City for the Park Access Area portion of the Park Parcel shall be the Appraisal Value and the purchase price to be paid by the City for the Forested Tract portion of the Park Parcel shall be fifty percent (50%) of the Appraisal Value, calculated on the basis of the per square footage valuation.

(ii) Qualified Appraiser. The parties shall attempt to agree on a single MAI real estate appraiser to conduct the USPAP appraisal and share that cost equally. If the parties are unable to agree upon a single appraiser, then the City shall choose an appraiser who shall be a certified general real estate appraiser

licensed by the State of Washington who is a member of the Appraisal Institute of America (MAI) and who has at least five (5) years' commercial appraisal experience in Clark County and who has not been regularly employed or retained as a consultant, appraiser or agent of either party during the prior twelve (12) months (herein "Qualified Appraiser") and Developer shall choose an appraiser who shall also be a Qualified Appraiser. Each Party will pay for the cost of their Qualified Appraiser. If the appraisers are unable to agree upon the Appraisal Value within fifteen (15) days, the two Qualified Appraisers so appointed shall select a third Qualified Appraiser within five (5) days (whose cost will be shared equally between the Developer and the City). Within fifteen (15) days following the selection of a third Qualified Appraiser, a majority of the Qualified Appraisers shall attempt to reach agreement on the Appraisal Value of the Park Parcel. If a majority of the Qualified Appraisers are unable to agree on the Appraisal Value, the three appraisals shall be added together, and their total divided by three; the resulting quotient shall be the Appraisal Value. If, however, the low appraisal and/or high appraisal is more than ten percent (10%) lower and/or higher than the middle appraisal, the lower appraisal and/or the higher appraisal shall be disregarded. If only one appraisal is discarded, the remaining two appraisals shall be added together, and their total divided by two and the resulting quotient shall be the Appraisal Value. If both the low appraisal and the high appraisal are disregarded, the middle appraisal shall be the Appraisal Value.

(iii) Park Rules. Upon acquisition by the City, the Park Parcel will be subject to the versions of VMC Chapter 15.04 ("Park Rules") and VMC Chapter 15.08 that are in effect as of the VIC 2.0 Application Date.

(iv) Community Park Design. The Park Parcel will be planned to meet the City's current community park standard, as of the Effective Date. The community park master planning and design process for the Park Parcel will consider the Revised Design Standards of this VIC DA, be congruent with the VIC Master Plan 2.0, integrate passive recreation space and natural resource areas, provide public restrooms, accommodate public parking in the Park Access Area, and engage the surrounding community. The Developer shall have input during the Park Parcel planning and design process, which will include a detailed needs and community park site assessment to determine size, scale, and final selection of specific amenities. The Park Parcel design will include a wide variety of amenities that seek to serve all segments of the surrounding community and may include a selection of recreation improvements for organized activities such as sports fields, skate parks, picnic shelters, community gardens, trails, event spaces, and public art and cultural features within the Forested Tract.

(v) Community Park Development. Based on the City's recent community park design efforts, the City anticipates that the following Initial Improvements to the Park Parcel would be constructed within three (3) years of the City's acquisition:

- (1) Preservation of tree canopy and tree density preservation as a design priority;

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- (2) Dedicated public parking, including ADA accessible parking, constructed in the Park Access Area;
- (3) Provision for replacement by the City in accordance with VMC 20.770.080 of any tree density removal from the Park Access Area that is necessitated by parking development with trees planted on-site (within the Property) and restricted from future removal;
- (4) Siting and construction of public restrooms;
- (5) Playground installation;
- (6) Hard surface paths making all major amenities pedestrian accessible; and
- (7) Nature trails, which may be soft surface.

The City will issue a Request for Qualification (RFQ) within sixty (60) days following execution of the Park PSA for a qualified landscape architect to create and implement the Park Parcel design. The Developer shall have input on the RFQ specifications and standards for approval in the City's selection of a qualified landscape architect. The RFQ will allow a thirty (30) day response period, and, assuming a qualified response is received, the City will award the contract within sixty (60) days of the RFQ closing. The City will allow eight (8) months from the award of contract for a community park design draft and an additional two (2) months for issuance of Initial Improvements plans and specifications.

The City will report annually to the VIC on progress made to complete the Initial Improvements design, planning, and construction. The City must demonstrate commercially reasonable efforts to meet major milestones and to budget adequate funds to timely complete the Initial Improvements. The VIC will notify the City of any perceived deficiencies in performance within thirty (30) days of receipt of such progress report.

Should Developer and the City fail for any reason to enter into the Park PSA for the Forested Tract, and further, should the City institute a condemnation proceeding to acquire the Forested Tract, nothing included in this VIC DA may be used by the City as evidence in such proceeding as to the Developer's willingness to sell the Forested Tract to the City or for purposes of demonstrating public use and necessity.

6.10 Landscape Plan. Once developed in accordance with the VIC Master Plan 2.0, the Property will have more tree canopy coverage than the Property currently enjoys, with a target of 47.7 acres of tree canopy for the VIC Property, equal to more than the City's aspirational target of 30%. Developer shall submit more detailed landscape plans with each site plan/subdivision application, detailing the drought-resistant, native plants that will be used in each LUA, demonstrating compliance with tree density requirements in VMC 20.770.080, and demonstrating progress toward the 5-, 10-, 15-, and 20-year tree canopy targets. Landscaping throughout the Property and the School Property will be consistent with and complimentary to the native plants in the Forested Tract.

6.11 Mixed-Use Slow Street Corridor. Within the IL LUA and MX LUA, there is an identified mixed-use corridor created by a loop road that rings the Existing Building and plaza.

Improvements adjacent to the ring road within the MX LUA must have predominantly active commercial uses on first floor of frontages facing the ring road. Development of all improvements adjacent to the ring road in the MX LUA must be at least three-stories high and have a setback from the ring road of no more than 20 feet, unless there is a public plaza, market, or pavilion in the setback. Parking for buildings on the ring road must be located behind buildings and/or effectively buffered from the ring road. Notwithstanding the above, the planning official shall have the ability to deviate from specific aspects of these Mixed-Use Slow Street Corridor requirements (including but not limited to building height, number of floors and setback requirements) to the extent that the plan proposed is in keeping with the overall vision of an activated commercial street and otherwise compliant with building code. The mixed-use corridor must be attractive, active and accessible and the Developer must coordinate wayfinding for the ring road with the City.

6.12 Compliance. Developer shall comply with this VIC DA and the VIC Master Plan 2.0 – including but not limited to all associated exhibits. All development proposed within an LUA, other than the School LUA, by an entity other than Developer will be reviewed by a design review committee, chaired by Developer, to ensure compliance with the VIC Master Plan 2.0, the VIC DA.

Section 7. Master Plan Revisions. There are three categories of VIC Master Plan 2.0 revisions: Major, Minor, and De Minimis revision requests. Developer may request Major revisions to the VIC Master Plan 2.0 no more than once in any calendar year, unless mutually agreed to by the City. All proposed revisions shall be considered under the approval criteria identified below.

7.1 Major Revisions. Requests to modify or revise the VIC Master Plan 2.0 as follows are deemed Major and subject to a Type IV review process, requiring concurrent amendment of this VIC DA.

- a. Greater than 10% increase in total residential units on the VIC Property, except as provided in Section 6.3;
- b. A reduction of non-residential square footage on the VIC Property by more than 10%;
- c. Increase of parking by more than 10%;
- d. Greater than 10% decrease in the amount of open space approved in the VIC Master Plan 2.0;
- e. New uses not included in the VIC Master Plan 2.0 and this VIC DA;
- f. Changes in the boundaries between LUAs that alter the total acreage of any LUA by more than 10%;
- g. A change from a residential use to any other use for structures along the Forested Tract; and
- h. Development of the School Property for any purpose other than as a school, to modify the use limitation in Exhibit C and address the requirements of VMC 20.430.060(C)(2)(e)(4).

7.2 Minor Revisions: The following will be considered Minor Revisions to the VIC Master Plan 2.0, subject to Type II Review:

- a. Access points of any LUA provided the resulting site plan or subdivision proposal is consistent with the Full Site Utilization Plan;

- b.** New buildings, so long as the additional development can be accommodated with only minor changes to the transportation, water, sewer, storm drainage systems, or the Full Site Utilization Plan, in the approved Master Plan;
- c.** Significant changes to street locations or capacity, as determined by the Planning Director;
- d.** Reduction of parking by more than 10%;
- e.** Approval of development and design standard variations in excess of the variations allowed by applicable VMC; and
- f.** Any other changes that are not Major Revisions, that the Planning Director or Parks and Recreation Director, regarding changes to the Forested Tract, determines are not de minimis.

7.3 De Minimis Revisions: The Planning Director may review and approve any change to the VIC Master Plan 2.0 that are not specifically addressed above, if the Planning Director determines such change to be de minimis.

7.4 Approval Criteria. All Major, Minor, and De Minimis changes to the VIC Master Plan 2.0 will be reviewed according to the following approval criteria:

- a.** The proposed change meets the intent of the adopted VIC Master Plan 2.0;
- b.** The proposed change will not result in a substantial impact to transportation, water, sewer or storm water management systems, after considering all mitigation plans;
- c.** The proposed change will not result in adverse impacts to adjacent properties or uses, after considering all mitigation plans; and
- d.** The proposed change is consistent with the then current Vancouver Municipal Code and Vancouver Comprehensive Plan.

Section 8. Parcelization. Developer may divide the VIC Property into separate legal lots so long as those lots are created utilizing the land division processes or exemptions thereto contained in applicable law and are not inconsistent with the VIC Master Plan 2.0 and this VIC DA. Any new parcel or lot thereby created will be bound by the terms and conditions of the VIC Master Plan 2.0 and this VIC DA.

Section 9. Park Impact Fee Credits and Reductions. Developer shall be entitled to Park Impact Fee exemptions and reductions available by law, including but not limited to VMC 20.915.080 and .090.

Section 10. Traffic and Trips.

10.1 Retained Traffic Capacity. Exhibit F to this VIC DA sets forth the AM peak hour trips, PM peak trips and total vehicle trips per day that were reserved under the Restated DA and remain reserved through this VIC DA, hereunder. Also attached as part of Exhibit F is the VIC Site Trip Generation Estimate provided in Table 4 of the 2023 VIC TIA.

10.2 Surrendered Traffic Capacity. Exhibit G to this VIC DA sets forth the AM peak hour trips, PM peak hour trips and total vehicle trips per day that were vested and reserved under the Restated DA, and trips surrendered to the City through the Original Development Agreement.

10.3 Trip Utilization Accounting. Grantee shall prepare a Transportation Compliance Letter for each proposed new development site, in conjunction with site plan application to document the

utilization of vested, retained traffic capacity. Trips generated by the Forested Tract will not be charged against the Retained Traffic Capacity. The Transportation Compliance Letter for each proposed new development must provide:

- a. The number of net new weekday daily, weekday AM peak hour and weekday PM peak hour trips estimated to be generated by the proposed use based on trip rates in the *Trip Generation Manual, 11th Edition* as published by the Institute of Transportation Engineers, or the then-current version as agreed between the parties, for the site. Internal trip allocations will be documented following the assumptions made in the 2023 VIC TIA.
- b. A debiting summary comparing the total net new weekday AM peak hour and weekday PM peak hour trips vested to the VIC Property (as set forth in Exhibit F attached hereto), net new weekday AM and PM peak hour trips consumed to date, and net new weekday AM and PM peak hour trips remaining for future development after accounting for approved and proposed site development(s).
- c. The net new Weekday PM peak hour site-generated trips associated with the proposed development, projected to travel through the SR-14/SE 192nd Avenue westbound terminal will be developed using the trip distribution pattern identified in Figure 5 of the 2023 VIC TIA, as set forth on Exhibit F attached hereto as most applicable to the proposed use.
- d. The net new Weekday PM peak hour site-generated trips associated with the proposed development projected to travel through the SE 20th Street/SE 176th Avenue intersection will be developed using the trip distribution pattern identified in Figure 5 of the 2023 VIC TIA, as set forth on Exhibit F attached hereto as most applicable to the proposed use.
- e. The net new Weekday PM peak hour site-generated trips associated with the proposed development projected to travel through the SE 34th Street/SE 192nd Avenue will be developed using the trip distribution pattern identified in Figure 5 of the 2023 VIC TIA, as set forth on Exhibit F attached hereto as most applicable to the proposed use.
- f. In the event the sum of the total net new trips generated by a development within the VIC Property plus the sum of total net new trips previously allocated to development within the VIC Property exceed the total net new weekday AM and PM peak hour trips vested to the VIC Property in Exhibit F, Developer shall prepare a new traffic impact analysis to assess the impact of the excess trips.

Section 11. Transportation Improvements. Developer agrees to construct those transportation improvements and dedicate necessary right of away identified in Exhibit H to this VIC DA. Timelines will be established by the individual project phases identified in Table 1 of the 2023 VIC TIA. Notwithstanding anything to the contrary in this VIC DA, the City Transportation Manager may approve changes to the individual project phases in Table 1; such changes will not be considered revisions to this VIC DA. Developer's efforts to improve the Existing Building will not be contingent upon or require the development of any Transportation Improvements as a condition of approval. Developer may pay to have the City, or a third party, construct the transportation improvements in whole, or in part. If the total number of trips allocated to the VIC Property remain below the vested, Retained Traffic Capacity provided in Exhibit F, Developer shall not be obligated to accomplish any other transportation improvements or other

transportation mitigation as a condition of approval for any development on the Property. In the event the total net new trips generated by a proposed development on the VIC Property triggers the requirements of Section 10.3f above, Developer may be required to accomplish transportation improvements or mitigation measures related solely to the impact of those excess trips.

Section 12. “Proportionate Share” Payments. Although the estimated trips for the Property are already vested, and thus future development of the VIC Property pursuant to this VIC DA will not increase the presently calculated burden on the City’s transportation system, Developer voluntarily agrees to pay fees as outlined in this section, as if it were participating in a “proportional share” transportation impact overlay area. Notwithstanding anything to the contrary herein, Developer’s efforts to improve the Existing Building will not be contingent upon or require the development of any “Proportionate Share” payments. Prior to building occupancy permit issuance for any new building to be built on the VIC Property, Developer shall pay:

12.1 A \$2,000 “proportionate share” fee for each weekday PM peak hour site-generated trip projected to travel through the **SR-14/SE 192nd Avenue** westbound terminal intersection, as documented in the Trip Compliance Letter;

12.2 A \$400 “proportionate share” fee for each weekday PM peak hour site-generated trip projected to travel through the **SE 176th Avenue/SE 20th Street** intersection, as documented in the Trip Compliance Letter.; and

12.3 A \$150 “proportionate share” fee for each weekday PM peak hour site-generated trip projected to travel through the **SE 34th Street/SE 192nd Avenue** intersection, to reconstruct that intersection to a concrete surface, as documented in the Trip Compliance Letter. The precise amount of this fee will be calculated and mutually agreed upon between the City of Vancouver Streets/Transportation Manager and Developer. Such an agreement will not require a revision of this VIC DA.

12.4 Any other proportionate share projects that have been developed by the City as of the Effective Date of this VIC DA as set forth on Exhibit I to this VIC DA and to which development of the VIC Property will distribute new peak hour trips .

Section 13. SE 29th Street. The City shall add SE 29th Street between SE 176th Avenue and SE 192nd Avenue, including all roadways, sidewalks, lighting, landscaping roundabout on 176th to access 29th Street and signalized intersection at 192nd to its Capital Facilities Plan by way of the Spring 2024 Supplemental Budget process and its Transportation Impact Fee (TIF) Program project list, in accordance with VMC 20.915.090(A)(1) and pursuant to Developer timely providing the City with an engineered cost estimate that reflects the value of the public works prevailing wage construction cost unit price. Additionally, although not required for these improvements to qualify for TIF credits, the City will consider adding SE 29th Street (between 176th Avenue and 192nd Avenue) to its 2025-2030 Six-Year Transportation Improvement Program, which will be finalized and approved by City Council on or before June 30, 2024. The VIC Property requires access onto both SE 176th Avenue and SE 192nd Avenue from SE 29th Street and Developer is obligated to design and construct SE 29th Street between SE 176th Avenue and SE 192nd Avenue, including a single lane roundabout at SE 176th Avenue and a traffic signal at SE 192nd Avenue.

Section 14. Traffic Impact Fee Credits and Reductions.

14.1 As provided herein, Developer shall construct SE 29th Street from 176th Avenue through the VIC Property to 192nd Avenue as conceptually shown on the VIC Master Plan 2.0, based on the project phases in the 2023 VIC TIA. Notwithstanding VMC 20.915.090(A)(3), Grantee shall be entitled to traffic impact fee (TIF) credits based on the actual cost to design and construct the SE 29th Street

improvements up to the amount of traffic impact fees that will be imposed on the Property site plan developments. TIF credits earned for SE 29th Street shall be remitted for all developments on the Property.

14.2 Grantee shall be entitled to Traffic Impact Fee reductions in accordance with VMC 20.915.090(D).

Section 15. Sustainability and Environment. Environmental laws or development requirements shall not vest for the Property. Grantee shall comply with all current environmental law requirements including standards related to sustainability and climate action such as the City's Interim Green Building Policy which are in effect and applicable at the time of development approval for any project within the Property and, for Developer, as set forth in the Developer's Sustainability Plan (Exhibit E-2).

Section 16. Reserved Authority of City. Anything in this VIC DA to the contrary notwithstanding, the City shall have the authority to impose new or different regulations to the extent required by a serious threat to public health and safety as required by RCW 36.70B.170 to the extent that such threat is proximate cause, or is proximately aggravated by the impacts of the proposed development of the Property, or any portion thereof; provided, however that such action will only be taken by legislative act of the Vancouver City Council after appropriate public process, Developer reserves all rights to contest and/or appeal the implementation of such new or different regulation(s) and further reserves the right to seek any damages they may be lawfully entitled to, to the extent such new or different regulation(s) impact(s) property rights conveyed under this VIC DA.

Section 17. Miscellaneous Provisions

17.1 Counterparts. This VIC DA may be executed in counterparts; however, all signature pages will be recorded together, and the complete recorded VIC DA constitutes the final instrument.

17.2 Termination. This VIC DA will terminate upon the mutual agreement of the Parties in writing, which will be recorded, or upon expiration of the Term, whichever first occurs.

17.3 Authorization. The persons executing this VIC DA on behalf of City and Developer are authorized to do so and, upon execution by such parties, this VIC DA will be a valid and binding obligation of such parties in accordance with its terms. The Parties have each obtained any and all consents required to enter into this VIC DA and to consummate or cause to be consummated the transactions contemplated hereby.

17.4 Run with the Land. This VIC DA will run with the land and inure to the benefit of and be binding on the Parties' successors and assigns and will be recorded with the County Auditor.

17.5 Public Hearing. The City's authority to execute this VIC DA is granted by the Vancouver City Council in accordance with the requirements of VMC Chapter 20.250.

17.6 Dispute Resolution. Should a disagreement arise between the Parties, the Parties agree to first meet and confer with the intent to amicably resolve the disagreement. If such meeting proves unsuccessful to resolve the dispute, the disagreement may be resolved by a civil action.

17.7 Venue. This VIC DA will be construed in accordance with the laws of the State of Washington, and venue is in the Clark County Superior Court.

17.8 Attorneys' Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U. S. Bankruptcy Code) is instituted in connection with any controversy arising out of this VIC DA or to interpret or enforce any rights or obligations hereunder, the

prevailing party will be entitled to recover its attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary, as determined by the court at trial or on any appeal, or by any mediator, arbitrator, hearing examiner, or other dispute review, in addition to all other amounts provided by law.

17.9 Performance. In the event either Party fails to perform the terms and provisions of this VIC DA, which failure continues uncured for a period of sixty (60) days following written notice from the other Party (unless the Parties have mutually agreed in writing to extend this period) will constitute a default under this VIC DA. Any notice of default must specify the nature of the alleged default and, where appropriate, the way the alleged default may be satisfactorily cured. If the nature of the alleged default is such that it cannot be reasonably cured within the sixty (60) day period, then the commencement of actions to cure the alleged default within the sixty (60) day period and diligent prosecution of such actions necessary to complete the cure of the alleged default, will be deemed to be a cure within the sixty (60) day period. Upon a default that is not cured as provided above, the non-defaulting Party may institute legal proceedings to enforce the terms of this VIC DA. If the default is cured, then no default exists, and the noticing Party shall take no further action.

17.10 Severability. If any portion of this VIC DA will be invalid or unenforceable to any extent, the validity of the remaining provisions will not be affected thereby. If a material provision of this VIC DA is held invalid or unenforceable such that a Party does not receive the benefit of its bargain, then the other Parties will renegotiate in good faith terms and provisions that will effectuate the spirit and intent of the Parties' agreement herein.

17.11 Inconsistencies. If any provisions of the VMC and land use regulations are deemed inconsistent with this VIC DA, the provisions of this VIC DA will prevail, excepting the City's reserved authority described above and in accordance with VMC 20.250.020(A).

17.12 Amendments. This VIC DA and its Exhibits may only be amended as provided herein. Where specific amendment or revision clauses are not provided in this VIC DA, then all other amendments or revisions to this VIC DA will be made only by mutual written agreement of the Parties, and all amendments will be recorded in the Clark County deed records. Agreement by the City may only be obtained through a Type IV legislative proceeding.

17.13 Survival. Any covenant or condition set forth in this VIC DA, the full performance of which is not specifically required prior to the expiration or earlier termination but which by its terms is to survive the termination of this VIC DA, will survive the expiration or earlier termination of this VIC DA and will remain fully enforceable thereafter.

17.14 No Benefit to Third Parties. The Parties are the only parties to this VIC DA and are the only parties entitled to enforce its terms, except as otherwise specifically provided in this VIC DA. There are no third-party beneficiaries.

17.15 Entire Agreement. This VIC DA supersedes the Original DA, the First Amendment to DA, the Second Amendment to DA, and the Restated DA in their entirety. This VIC DA, as amended from time to time, constitutes the entire agreement between the Parties as to the subject matter.

17.16 Non-Waiver. Waiver by any Party of strict performance of any provision of this VIC DA will not be deemed a waiver of or prejudice a Party's right to require strict performance of the same or any other provision in the future. A claimed waiver must be in writing and signed by the Party granting a waiver. A waiver of one provision of this VIC DA will be a waiver of only that provision. A

waiver of a provision in one instance will be a waiver only for that instance, unless the waiver explicitly waives that provision for all instances.

17.17 Interpretation of VIC DA; Status of Parties. This VIC DA is the result of arm's-length negotiations between the Parties and will not be construed against any Party by reason of its preparation of this VIC DA. Nothing contained in this VIC DA will be construed as creating the relationship of principal and agent, partners, joint ventures, or any other similar relationship between the Parties.

17.18 Future Assurances. Each of the Parties will promptly execute and deliver such additional documents and will do such acts that are reasonably necessary, in connection with the performance of their respective obligations under this VIC DA to carry out the intent of this VIC DA.

17.19 Term. The Term of this VIC DA continues the Term of the Restated DA and therefore is 15 years from the effective date of the Restated DA, commencing on September 15, 2021 and expiring on September 14, 2036. The Term of this VIC DA may be extended after public hearing by the Vancouver City Council.

17.20 List of Exhibits

- A Property Legal Descriptions
 - A-1 VIC Property Legal Description
 - A-2 Legal Description of Forested Tract
 - A-3 Diagram of the Proposed Park Access Area
 - A-4 School Property Legal Description
- B VIC Master Plan 2.0
 - B-1 VIC Master Plan 2.0
 - B-2 Site Open Space Plan
 - B-3 Site Plan Mobility
 - B-4 Site Streetscape Plan
 - B-5 Site Trail Sections Plan
- C Allowed Uses
- D Approved Development Standards
- E Design Standards
 - E-1 Revised Design Guidelines (Appendix F)
 - E-2 November 2023 Comprehensive Sustainability Plan
- F Retained Traffic Capacity
- G Restated DA Surrendered Traffic Capacity
- H Transportation Improvements

[SIGNATURE PAGES FOLLOW]

DRAFT 03/19/2024

CITY OF VANCOUVER, a Washington municipal corporation

By: _____

Date: _____

By: Eric Holmes, City Manager

PO Box 1995

Vancouver, WA 98668-1995

Attest:

By: _____

By: Natasha Ramras, City Clerk (or designee)

Approved as to form only:

By: _____

By: Jonathan Young, City Attorney (or designee)

STATE OF WASHINGTON }
 } SS
COUNTY OF CLARK }

I certify that I know or have satisfactory evidence that Eric Holmes is the person who appeared before me, acknowledged that they signed this instrument, and on oath stated that they were authorized to execute the instrument and acknowledged it as the City Manager of the City of Vancouver, a Washington municipal corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this ____ day of _____, 20____.

By: _____

Notary Public in and for the State of Washington

My appointment expires: _____

FOURTH AMENDED AND RESTATED DEVELOPMENT AGREEMENT (VIC DA) - 19

DRAFT 03/19/2024

THE VIC BUILDING OWNER, LLC, a Delaware limited liability company

By: _____

Date:_____

By: Joshua Rabina, Manager

505 5th Avenue, FL 27

New York, NY 10017-4907

STATE OF _____ }
COUNTY OF _____ } SS

I certify that I know or have satisfactory evidence that Joshua Rabina is the person who appeared before me, acknowledged that they signed this instrument, and on oath stated that they were authorized to execute the instrument and acknowledged it as the Manager of The VIC Building Owner LLC, a Delaware limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this _____ day of _____, 20____.

By: _____

Notary Public in and for the State of _____

My appointment expires: _____

FOURTH AMENDED AND RESTATED DEVELOPMENT AGREEMENT (VIC DA) - 20

DRAFT 03/19/2024

EVERGREEN SCHOOL DISTRICT NO. 114, a Washington public school district

By: _____
Print Name: _____
Title: _____

Date: _____

13413 NE LeRoy Haagen Memorial Drive
Vancouver, WA 98684

Approved as to Form:

By: _____
Name: _____
Title: _____

STATE OF WASHINGTON}

} SS

COUNTY OF CLARK }

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, acknowledged that they signed this instrument, and on oath stated that they were authorized to execute the instrument and acknowledged it as the Superintendent of Evergreen School District No. 114, a Washington public school district, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this ____ day of _____, 20____.

By: _____

Notary Public in and for the State of Washington

My appointment expires: _____

FOURTH AMENDED AND RESTATED DEVELOPMENT AGREEMENT (VIC DA) - 21

DRAFT 03/19/2024

EXHIBIT A –Property Legal Descriptions
See Exhibits A-1, A-2, A-3, and A-4

FOURTH AMENDED AND RESTATED DEVELOPMENT AGREEMENT (VIC DA) - 22

EXHIBIT A-1 – VIC Property Legal Description

VANCOUVER INNOVATION CENTER
NEW LAND PARCEL DESCRIPTION

A TRACT OF LAND SITUATED IN SECTION 6 AND WITHIN THE WILLIAM SIMMONS DONATION LAND CLAIM AND THE HUTSON MARTIN DONATION LAND CLAIM OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, IN CLARK COUNTY, WASHINGTON, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 6; THENCE SOUTH 01°12'07" WEST ALONG THE EAST LINE OF SAID SECTION 6 A DISTANCE OF 1,298.25 FEET TO A POINT ON THE NORTH LINE OF THAT TRACT AS SURVEYED BY MACKAY AND SPOSITO JANUARY 9, 1979 AND RECORDED IN BOOK 9 OF SURVEYS, PAGE 116 OF CLARK COUNTY RECORDS;

THENCE NORTH 89°09'22" WEST ALONG SAID NORTH LINE 146.43 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SE 192ND AVENUE AS DESCRIBED IN THAT TRACT OF LAND CONVEYED TO THE CITY OF VANCOUVER BY DEED RECORDED ON JULY 2, 2001, UNDER AUDITOR'S FILE NO. 3340502, CLARK COUNTY DEED RECORDS, AND SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTH LINE NORTH 89°09'22" WEST 2,938.82 FEET TO THE NORTHEAST CORNER OF THAT TRACT OF LAND CONVEYED TO THE EVERGREEN SCHOOL DISTRICT BY DEED RECORDED ON DECEMBER 2, 2021, UNDER AUDITOR'S FILE NO. 5994981, CLARK COUNTY DEED RECORDS;

THENCE ALONG THE EASTERLY, SOUTHEASTERLY AND SOUTHERLY LINE OF SAID EVERGREEN SCHOOL DISTRICT TRACT THE FOLLOWING 9 COURSES:

THENCE SOUTH 00°00'00" EAST 500.54 FEET TO A POINT ON A NON-TANGENT CURVE WITH A 384.00 FOOT RADIUS AND A TANGENT BEARING OF SOUTH 62°34'05" WEST INTO SAID CURVE; THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 10°21'40" AN ARC DISTANCE OF 69.44 FEET; THENCE SOUTH 52°12'25" WEST 178.45 FEET; THENCE NORTH 82°47'35" WEST 70.71 FEET; THENCE SOUTH 52°12'25" WEST 94.58 FEET; THENCE SOUTH 07°12'25" WEST 70.71 FEET; THENCE SOUTH 52°12'25" WEST 146.08 FEET TO A 459.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE

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RIGHT, THROUGH A CENTRAL ANGLE OF 38°39'23" AN ARC DISTANCE OF 309.68 FEET;
THENCE NORTH 89°08'12" WEST 315.12 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SE
176 AVENUE AS DESCRIBED IN THAT TRACT OF LAND CONVEYED TO CLARK COUNTY BY DEED
RECORDED ON DECEMBER 15, 1992, UNDER AUDITOR'S FILE NO. 9212150216, CLARK
COUNTY DEED RECORDS;

THENCE SOUTH 01°24'06" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE 1,062.67 FEET TO A
POINT ON THE NORTH LINE OF THAT TRACT CONVEYED TO PUBLIC UTILITY DISTRICT NO. 1 BY DEED
RECORDED ON MAY 29, 1991, UNDER AUDITOR'S FILE NO. 9105290001, CLARK COUNTY DEED
RECORDS; THENCE SOUTH 88°35'54" EAST ALONG THE NORTH LINE OF SAID PUBLIC UTILITY DISTRICT
NO. 1 TRACT 240.00 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 01°24'06" WEST
ALONG THE EAST LINE OF SAID PUBLIC UTILITY DISTRICT NO. 1 TRACT 200.00 FEET; THENCE NORTH
88°35'54" WEST ALONG THE SOUTH LINE OF SAID PUBLIC UTILITY DISTRICT NO. 1 TRACT 240.00 FEET
TO A POINT ON SAID EASTERLY RIGHT-OF-WAY LINE OF SE 176 AVENUE;

THENCE SOUTH 01°24'06" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE 29.97 FEET TO A 20.00
FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL
ANGLE OF 90°12'09", AN ARC DISTANCE OF 31.49 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF
SE 34TH STREET AS DESCRIBED IN THAT TRACT OF LAND CONVEYED TO CLARK COUNTY BY DEED
RECORDED ON MAY 20, 1981, UNDER AUDITOR'S FILE NO. 8105220165, CLARK COUNTY DEED
RECORDS;

THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SE 34TH STREET THE FOLLOWING 6
COURSES:

THENCE SOUTH 88°48'02" EAST 27.61 FEET; THENCE NORTH 87°23'07" EAST 180.40 FEET;
THENCE SOUTH 88°48'02" EAST 334.64 FEET TO A 158.00 FOOT RADIUS CURVE TO THE
RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF
16°15'37", AN ARC DISTANCE OF 44.84 FEET TO A REVERSE 142.00 FOOT RADIUS CURVE TO
THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF
16°15'37", AN ARC DISTANCE OF 40.30 FEET; THENCE SOUTH 88°48'02" EAST 333.39 FEET;

THENCE NORTH 00°00'00" EAST 500.00 FEET; THENCE NORTH 86°54'05" WEST 505.09 FEET; THENCE
NORTH 10°07'21" EAST 783.74 FEET; THENCE SOUTH 88°47'22" EAST 273.39 FEET TO A POINT ON A
NON-TANGENT CURVE WITH A 758.67 FOOT RADIUS AND A TANGENT BEARING OF NORTH 27°10'22"
EAST INTO SAID CURVE; THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF
33°54'13", AN ARC DISTANCE OF 448.93 FEET TO A COMPOUND 964.50 FOOT RADIUS CURVE TO THE
RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, THOUGH A CENTRAL ANGLE OF 60°00'00", AN
ARC DISTANCE OF 1,010.02 FEET TO A COMPOUND 758.67 FOOT RADIUS CURVE TO THE RIGHT;
THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 34°12'46", AN ARC
DISTANCE OF 453.03 FEET; THENCE SOUTH 88°47'22" EAST 49.32 FEET; THENCE SOUTH 00°29'34"
EAST 467.66 FEET; THENCE SOUTH 01°10'04" WEST 687.42 FEET; THENCE NORTH 90°00'00" WEST
346.47 FEET; THENCE SOUTH 00°00'00" EAST 156.42 FEET TO SAID NORTHERLY RIGHT-OF-WAY LINE
OF SE 34TH STREET;

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THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SE 34TH STREET THE FOLLOWING 5 COURSES:

THENCE SOUTH 88°48'02" EAST 119.59 FEET TO A 158.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 16°15'37", AN ARC DISTANCE OF 44.84 FEET TO A REVERSE 142.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 16°15'37", AN ARC DISTANCE OF 40.30 FEET; THENCE SOUTH 88°48'02" EAST 152.46 FEET TO A 1,960.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 00°31'04", AN ARC DISTANCE OF 17.71 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF THAT TRACT AS SURVEYED BY MACKAY AND SPOSITO JANUARY 9, 1979 AND RECORDED IN BOOK 9 OF SURVEYS, PAGE 116 OF CLARK COUNTY RECORDS;

THENCE NORTH 42°14'08" EAST ALONG SAID SOUTHEASTERLY LINE 1,445.22 FEET TO A POINT ON A NON-TANGENT CURVE WITH A 1,232.00 FOOT RADIUS AND A TANGENT BEARING OF NORTH 07°57'57" EAST INTO SAID CURVE; SAID POINT BEING ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SE 192ND AVENUE AS DESCRIBED IN THAT TRACT OF LAND CONVEYED TO THE CITY OF VANCOUVER BY DEED RECORDED ON JULY 2, 2001, UNDER AUDITOR'S FILE NO. 3340502, CLARK COUNTY DEED RECORDS

THENCE ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF SE 192ND AVENUE THE FOLLOWING 13 COURSES:

THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 05°59'09", AN ARC DISTANCE OF 128.71 FEET; THENCE NORTH 33°32'33" EAST 89.29 FEET TO A POINT ON A NON-TANGENT CURVE WITH A 1,205.00 FOOT RADIUS AND A TANGENT BEARING OF NORTH 17°57'18" EAST INTO SAID CURVE; THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 00°45'02", AN ARC DISTANCE OF 15.79 FEET; THENCE NORTH 25°08'40" WEST 57.66 FEET; THENCE NORTH 22°27'30" EAST 79.99 FEET; THENCE NORTH 70°02'48" EAST 14.92 FEET TO A POINT ON A NON-TANGENT CURVE WITH A 1,235.00 FOOT RADIUS AND A TANGENT BEARING OF NORTH 24°46'53" EAST INTO SAID CURVE; THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 03°38'24", AN ARC DISTANCE OF 78.46 FEET; THENCE NORTH 29°55'05" EAST 536.02 FEET; THENCE NORTH 29°34'02" EAST 150.03 FEET; THENCE NORTH 41°45'35" EAST 56.33 FEET TO A POINT ON A NON-TANGENT CURVE WITH A 1,085.00 FOOT RADIUS AND A TANGENT BEARING OF NORTH 28°14'11" EAST INTO SAID CURVE; THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 02°45'08", AN ARC DISTANCE OF 52.12 FEET; THENCE NORTH 12°49'19" WEST 39.78 FEET; THENCE NORTH 11°55'07" EAST 102.02 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTIONS LYING WITHIN SE 34TH STREET, SE 176TH AVENUE, AND SE 192ND AVENUE.

CONTAINING 93.47 ACRES, MORE OR LESS

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EXHIBIT A-2 – Forested Tract Legal Description



17356LD_FOREST PARCEL
1/23/2023
GAH

VANCOUVER OFFICE

18405 SE Mill Plain Blvd #100 • Vancouver, WA 98683
360.695.3411 • info@mackaysposito.com

EXHIBIT A
VANCOUVER INNOVATION CENTER
FOREST PARCEL DESCRIPTION

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, IN CLARK COUNTY, WASHINGTON, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 6; THENCE SOUTH 01°12'07" WEST ALONG THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 1,298.25 FEET TO A POINT ON THE NORTH LINE OF THAT TRACT OF LAND AS SURVEYED BY MACKAY AND SPOSITO JANUARY 9, 1979 AND RECORDED IN BOOK 9 OF SURVEYS, PAGE 116 OF CLARK COUNTY RECORDS; THENCE NORTH 89°09'22" WEST ALONG SAID NORTH LINE, A DISTANCE OF 146.43 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SE 192ND AVENUE, AS DEDICATED TO THE CITY OF VANCOUVER BY STATUTORY WARRANTY DEED RECORDED JULY 2, 2001 AS AUDITOR'S FILE NO. 3340502, CLARK COUNTY DEED RECORDS AND THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG THE NORTH LINE OF SAID TRACT NORTH 89°09'22" WEST 1,309.26 FEET; THENCE LEAVING SAID NORTH LINE SOUTH 28°27'56" EAST 116.02 FEET; THENCE SOUTH 08°31'19" EAST 130.88 FEET; THENCE SOUTH 54°26'09" EAST 32.52 FEET; THENCE SOUTH 81°09'42" EAST 34.55 FEET;

THENCE SOUTH 86°53'01" EAST 38.46 FEET; THENCE NORTH 88°58'07" EAST 63.55 FEET; THENCE NORTH 44°50'55" EAST 54.57 FEET; THENCE NORTH 70°20'16" EAST 19.00 FEET;

THENCE NORTH 88°58'30" EAST 45.84 FEET; THENCE SOUTH 68°10'17" EAST 47.96 FEET; THENCE SOUTH 86°13'08" EAST 59.13 FEET; THENCE SOUTH 42°13'51" EAST 42.32 FEET; THENCE SOUTH 47°27'34" EAST 46.27 FEET;

THENCE SOUTH 10°03'09" WEST 86.58 FEET; THENCE SOUTH 30°16'57" EAST 65.57 FEET; THENCE SOUTH 03°45'52" WEST 141.65 FEET; THENCE SOUTH 22°10'44" EAST 93.49 FEET; THENCE SOUTH 64°39'09" EAST 66.26 FEET;

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FOURTH AMENDED AND RESTATED DEVELOPMENT AGREEMENT (VIC DA) - 26

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THENCE SOUTH 52°42'23" EAST 55.11 FEET; THENCE SOUTH 19°16'23" EAST 29.23 FEET; THENCE SOUTH 04°58'07" EAST 26.82 FEET; THENCE SOUTH 59°04'57" EAST 53.41 FEET; THENCE SOUTH 48°14'21" EAST 31.31 FEET;

THENCE SOUTH 59°35'41" EAST 57.85 FEET; THENCE SOUTH 55°08'35" EAST 28.97 FEET; THENCE SOUTH 65°30'39" EAST 61.99 FEET TO A POINT ON A NON-TANGENT CURVE WITH A 1,235.00 FOOT RADIUS AND A TANGENT BEARING OF NORTH 25°20'21" EAST INTO SAID CURVE; SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF SE 192ND AVENUE, AS DEDICATED TO THE CITY OF VANCOUVER BY STATUTORY WARRANTY DEED RECORDED JULY 2, 2001 AS AUDITOR'S FILE NO. 3340502, CLARK COUNTY DEED RECORDS;

THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF SE 192ND AVENUE THE FOLLOWING 7 COURSES:

THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 03°04'56", AN ARC DISTANCE OF 66.44 FEET; THENCE NORTH 29°55'05" EAST 536.02 FEET; THENCE NORTH 29°34'02" EAST 150.03 FEET; THENCE NORTH 41°45'35" EAST 56.33 FEET TO A POINT ON A NON-TANGENT CURVE WITH A 1,085.00 RADIUS AND A TANGENT BEARING OF NORTH 28°14'11" EAST INTO SAID CURVE; THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 02°45'08" AN ARC DISTANCE OF 52.12 FEET; THENCE NORTH 12°49'19" WEST 39.78 FEET; THENCE NORTH 11°55'07" EAST 102.02 FEET TO THE **POINT OF BEGINNING.**

EXCEPTING THERE FROM ANY PORTION LYING WITHIN SE 192ND AVENUE.

CONTAINING 13.704 ACRES, MORE OR LESS.



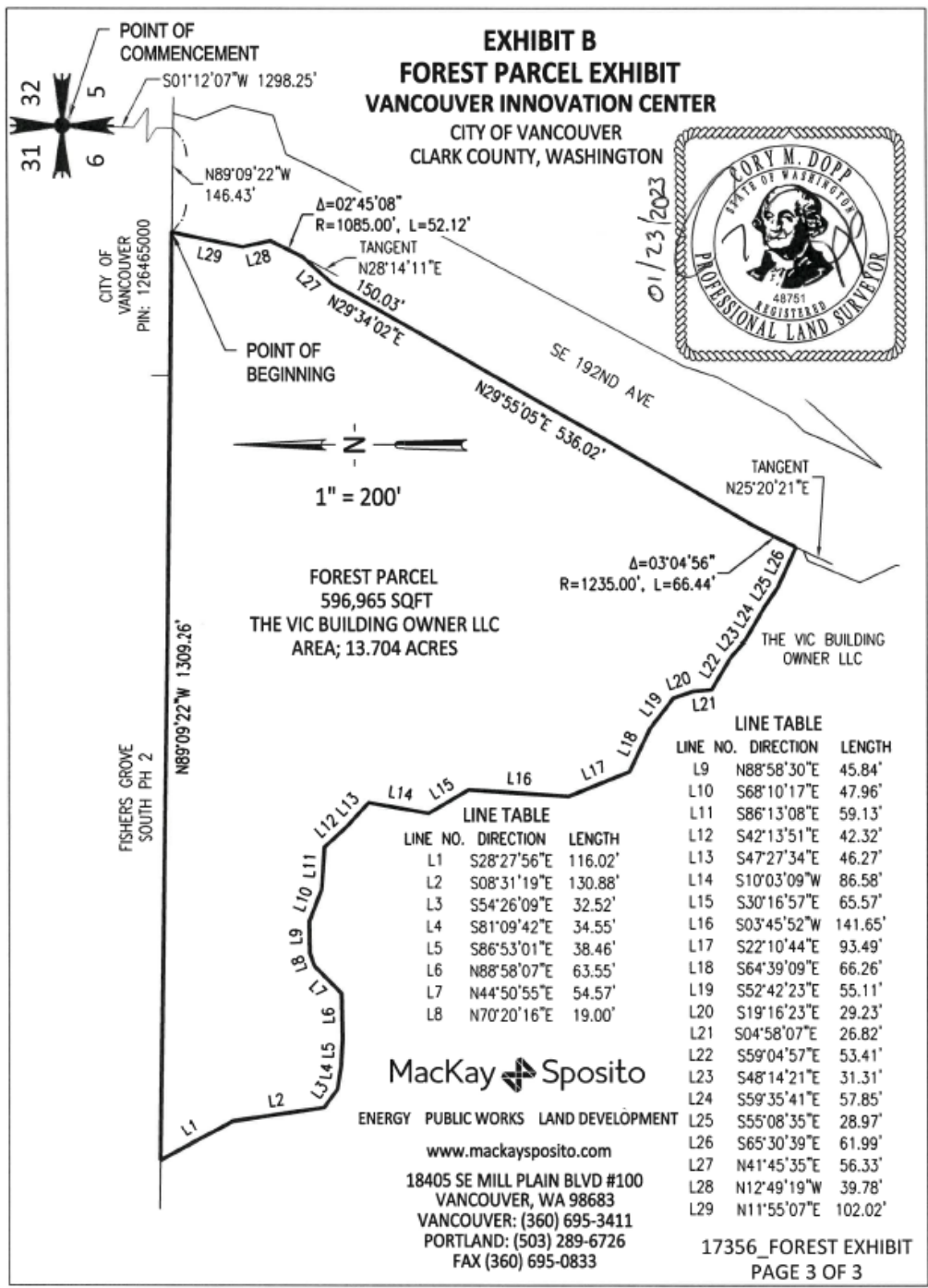
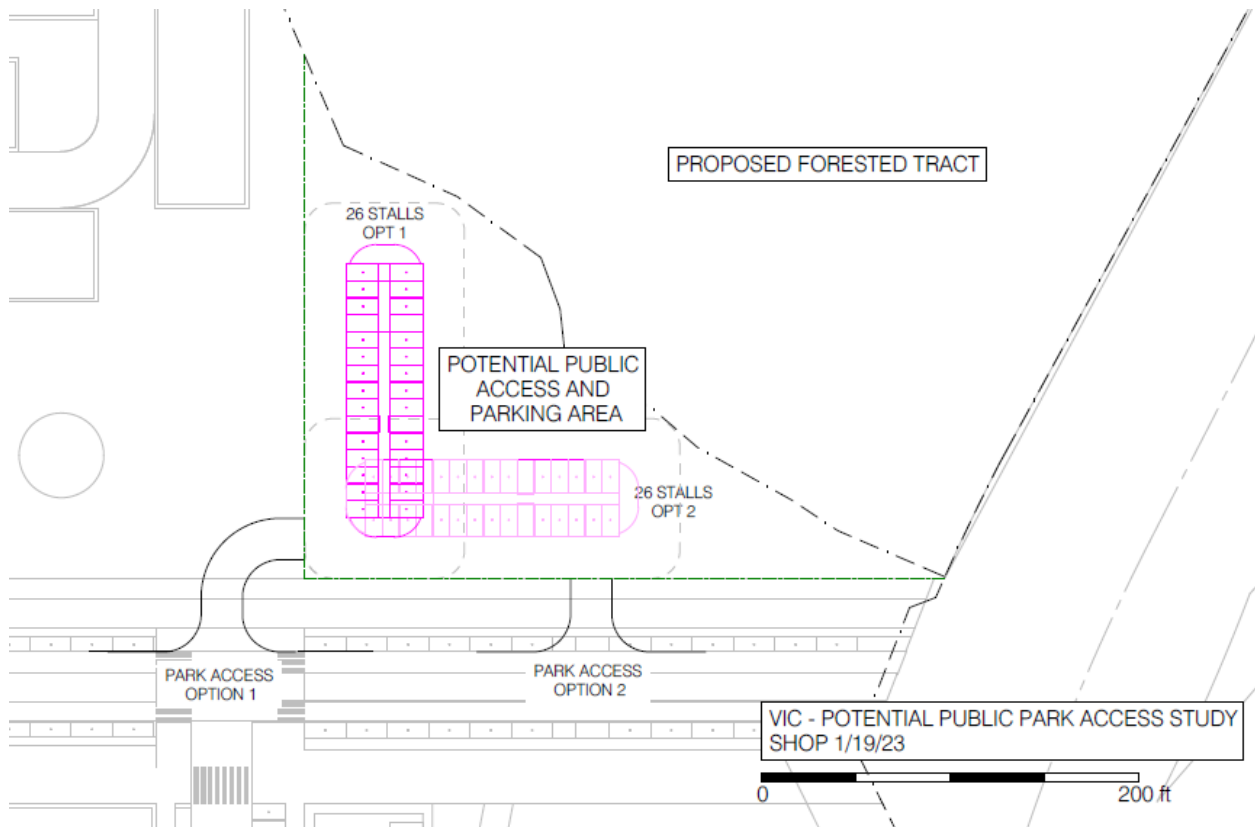


EXHIBIT A-3 – Park Access Area Legal Description

[Insert legal description of the property adjacent to the Forested Tract but exempt from the covenant, intended for use as park parking to be acquired at Fair Market Value (MX) and improved by the City.]



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EXHIBIT A-4 – School Property Legal Description (Parcel 986060362)



17356LD1
10/29/2020
GAH

VANCOUVER OFFICE

1325 SE Tech Center Drive, Suite 140 • Vancouver, WA 98683
360.695.3411 • info@mackaysposito.com

EXHIBIT A
VANCOUVER INNOVATION CENTER
PROPOSED EVERGREEN PARCEL DESCRIPTION

REAL PROPERTY SITUATED WITHIN THAT TRACT OF LAND CONVEYED TO S-E INC., UNDER AUDITOR'S FILE NO. 4577169, CLARK COUNTY DEED RECORDS, LOCATED IN SECTION 6, TOWNSHIP 1 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, IN THE CITY OF VANCOUVER, CLARK COUNTY, WASHINGTON, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID S-E INC. PARCEL AS SHOWN ON A MACKAY AND SPOSITO RECORD-OF-SURVEY, DATED JANUARY 9, 1979 AND RECORDED IN BOOK 9 OF SURVEYS, PAGE 116 OF CLARK COUNTY RECORDS; THENCE SOUTH 89°09'22" EAST ALONG THE NORTH LINE OF SAID S-E INC. PARCEL 30.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF SE 176TH AVENUE AND THE **POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID NORTH LINE, SOUTH 89°09'22" EAST 1048.46 FEET; THENCE LEAVING SAID NORTH LINE SOUTH 00°00'00" EAST 500.54 FEET TO A POINT ON A NON-TANGENT CURVE WITH A 384.00 FOOT RADIUS AND A TANGENT BEARING OF SOUTH 62°34'05" WEST INTO SAID CURVE; THENCE ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 10°21'40" AN ARC DISTANCE OF 69.44 FEET TO A POINT OF TANGENCY; THENCE SOUTH 52°12'25" WEST 178.45 FEET; THENCE NORTH 82°47'35" WEST 70.71 FEET; THENCE SOUTH 52°12'25" WEST 94.58 FEET; THENCE SOUTH 07°12'25" WEST 70.71 FEET; THENCE SOUTH 52°12'25" WEST 146.08 FEET TO A POINT ON A 459.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 38°39'23" AN ARC DISTANCE OF 309.68 FEET TO A POINT OF TANGENCY; THENCE NORTH 89°08'12" WEST 315.12 FEET TO SAID EAST RIGHT-OF-WAY LINE; THENCE NORTH 01°24'06" EAST ALONG SAID EAST LINE 963.24 FEET TO THE **POINT OF BEGINNING**.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN SE 176TH AVENUE.

CONTAINING 20.00 ACRES



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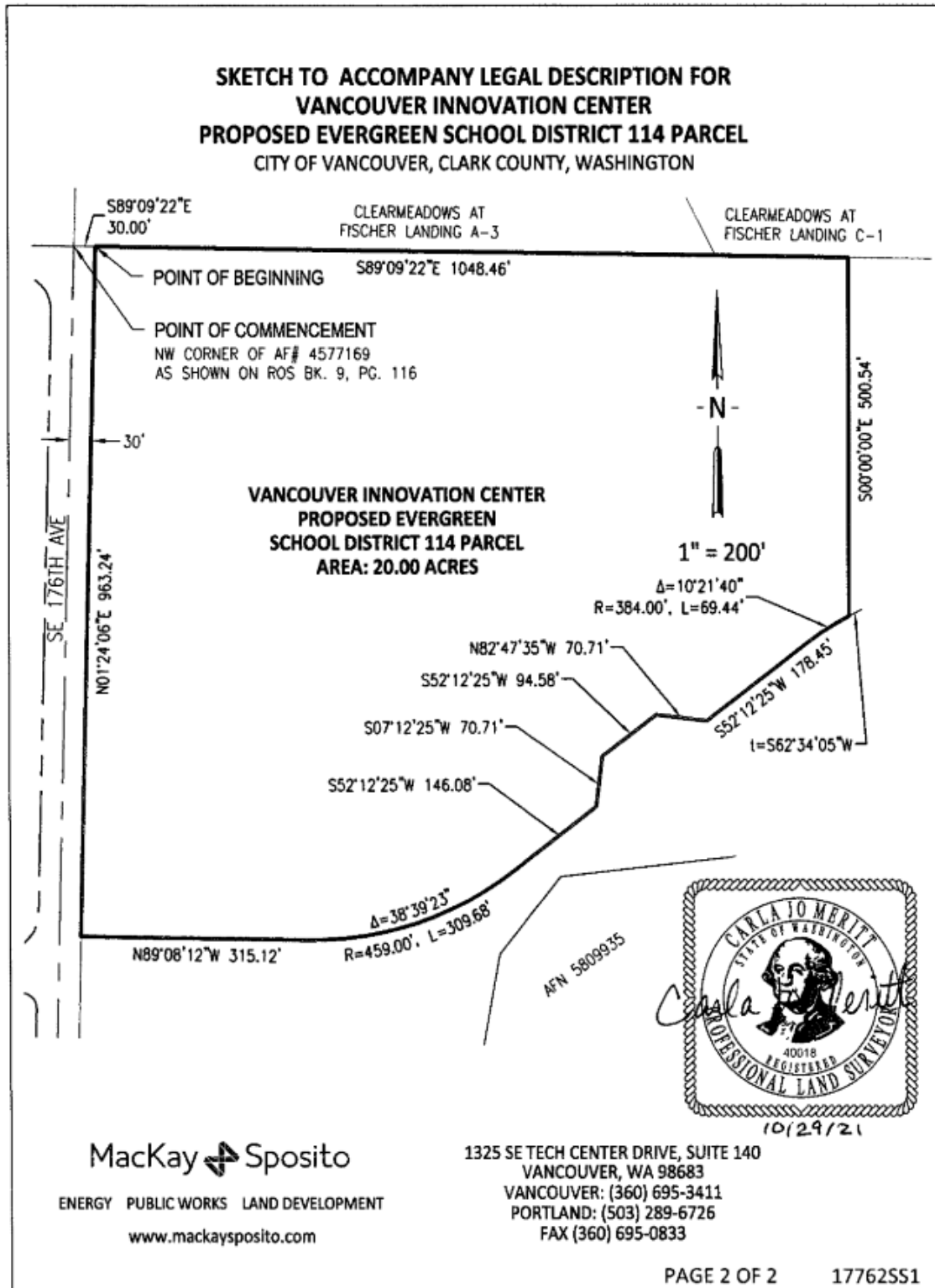
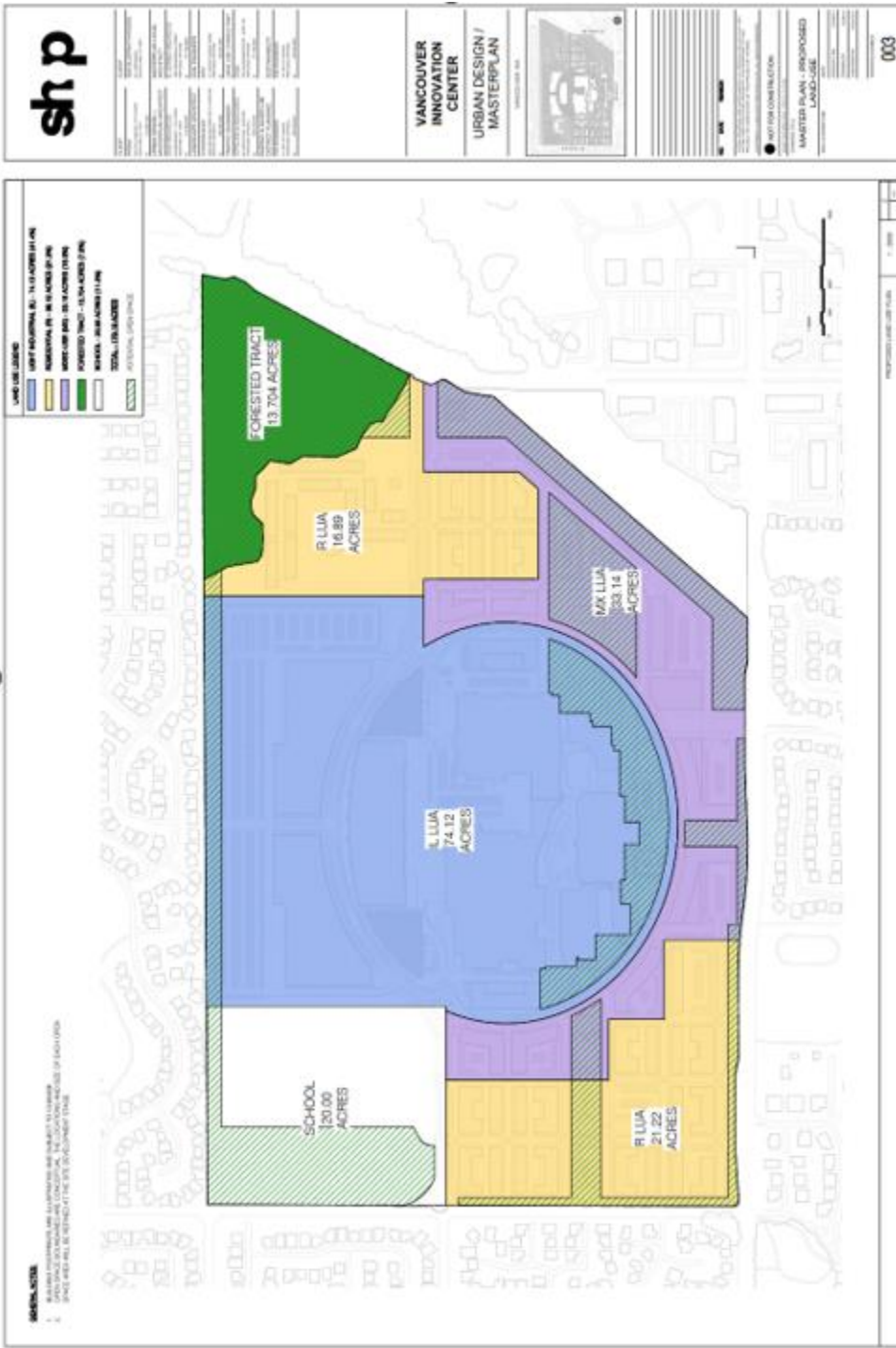


EXHIBIT B – VIC Master Plan 2.0

EXHIBIT B-1 –MASTER PLAN LAND USE



EXHBIT B-2 – SITE PLAN OPEN SPACE

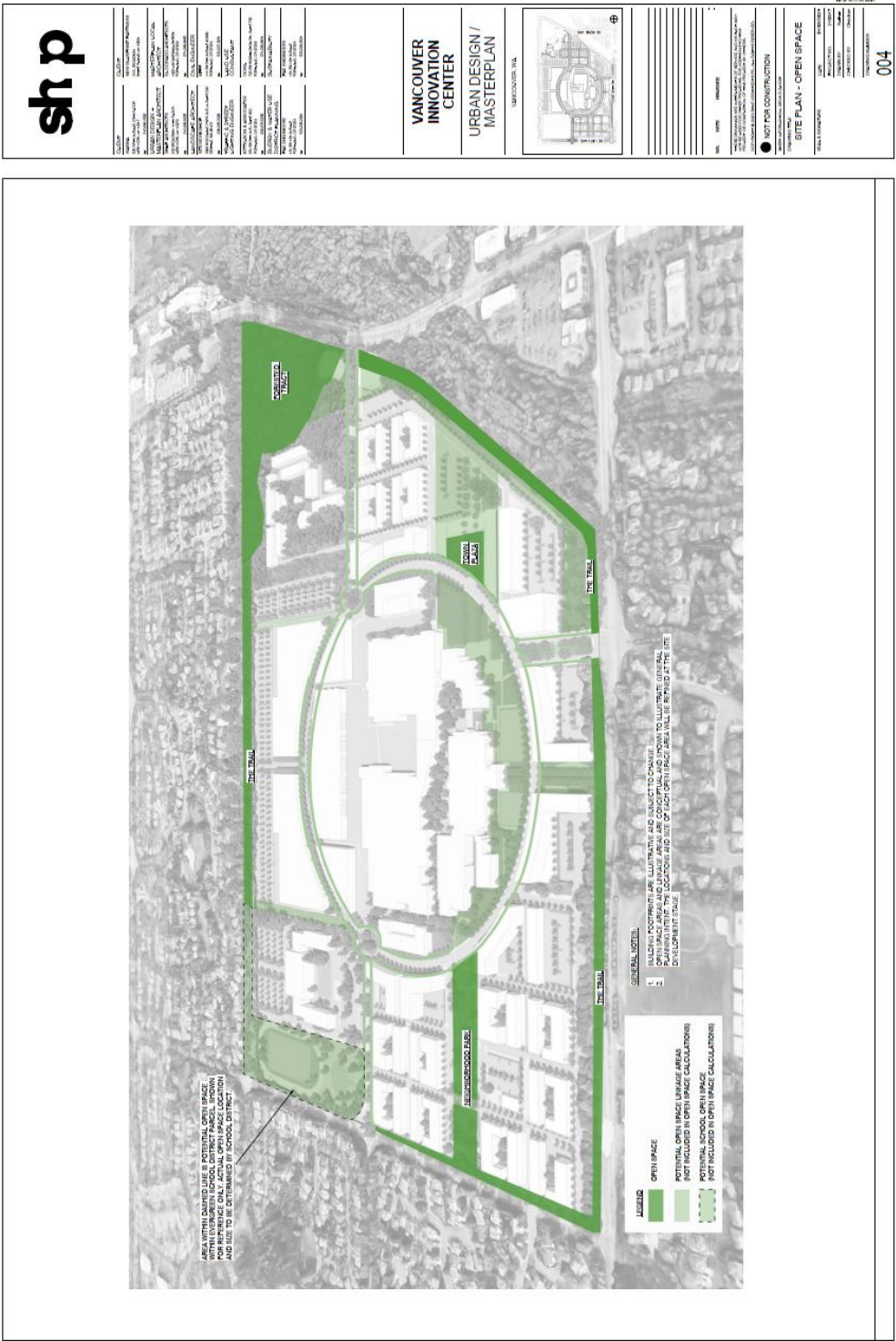


EXHIBIT B-3 – SITE PLAN MOBILITY

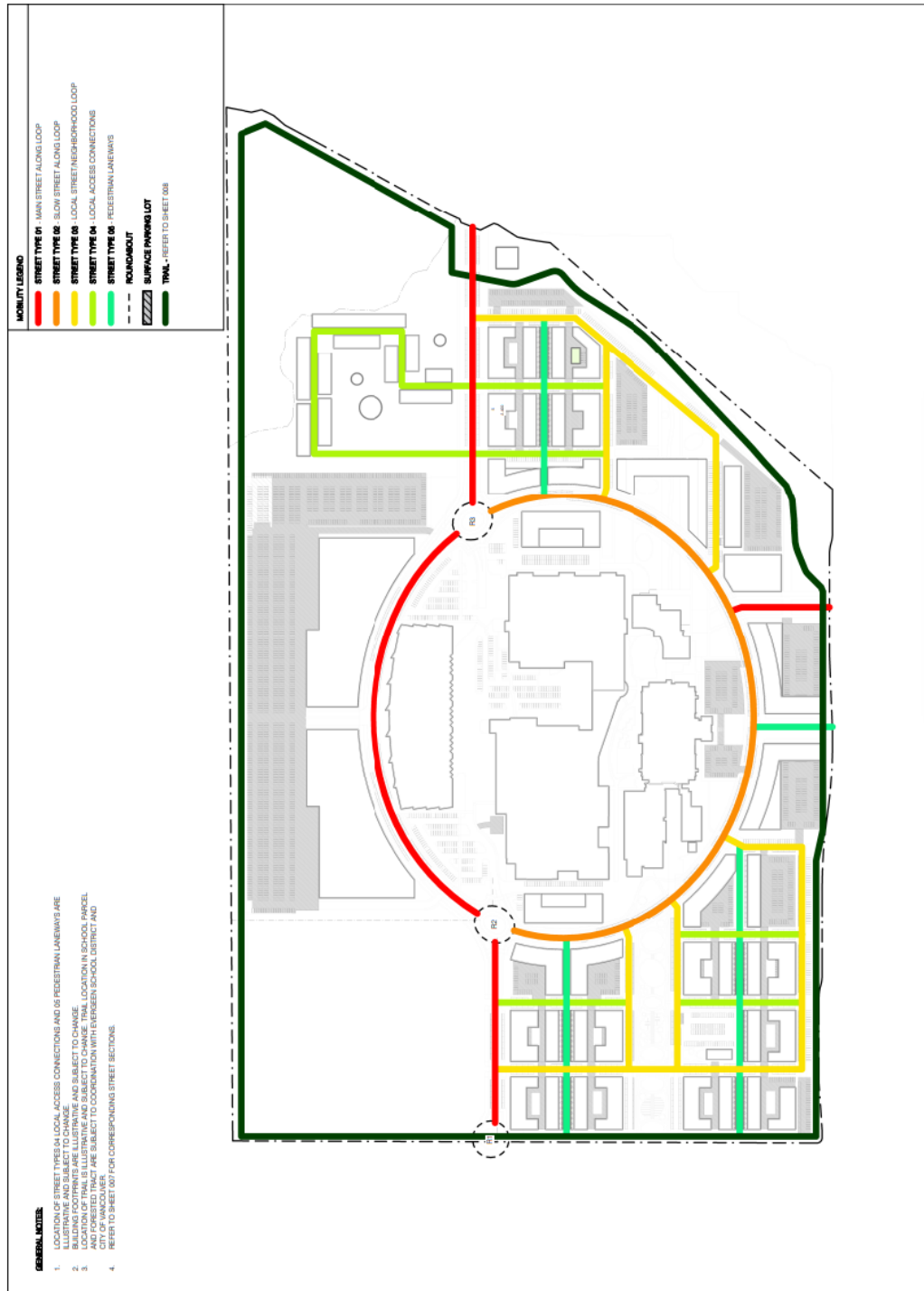


EXHIBIT B-4 – STREETSCAPE



EXHBIT B-5 – TRAIL SECTIONS

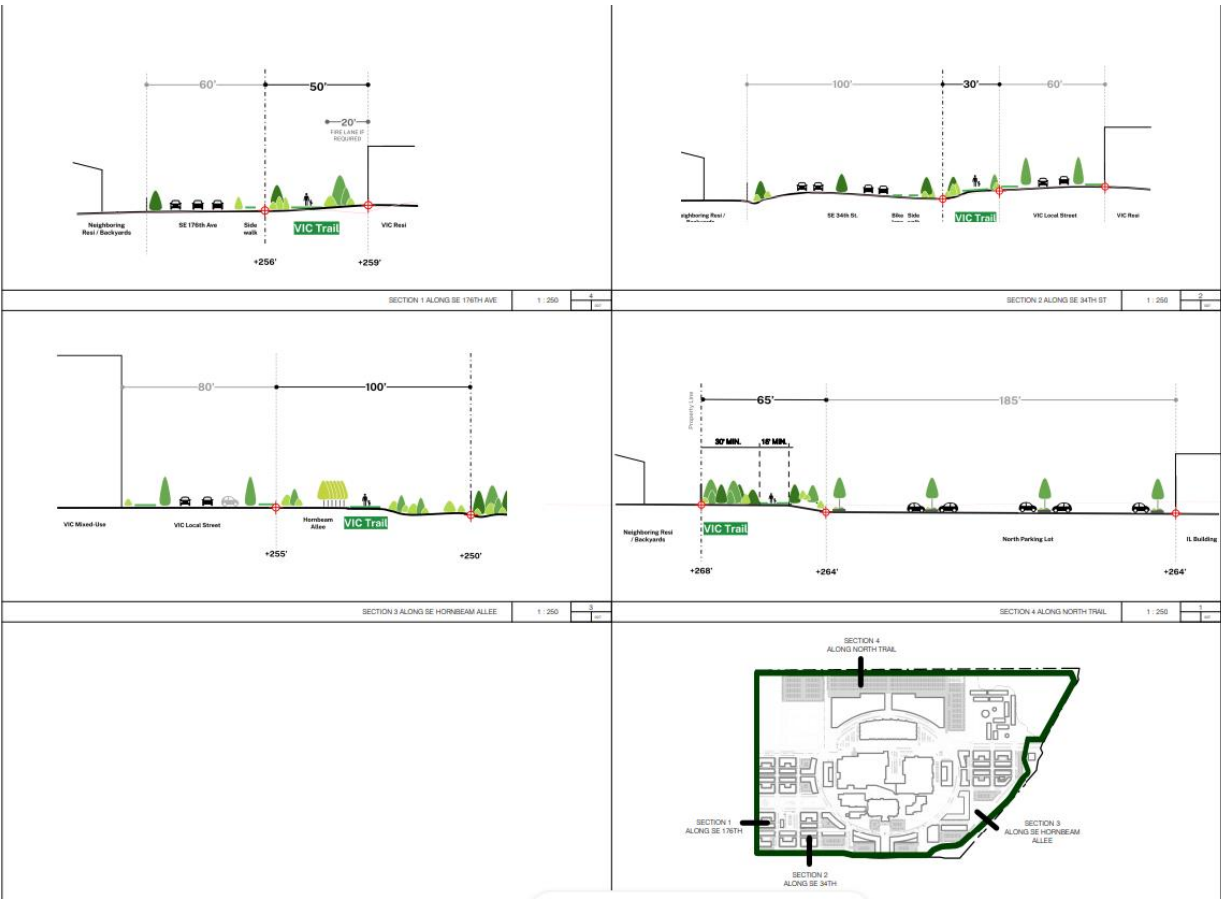


EXHIBIT C - Allowed Uses

R LUA – Uses are those identified in VMC Table 20.420.030-1 for R-30 zoned properties, as of the VIC 2.0 Application Date. Family Child Day Care Homes and Child Care Centers are permitted uses, subject to the provisions of VMC chapter 20.840.

MX LUA – Uses are those identified in VMC Table 20.430.030-1, as of the VIC 2.0 Application Date, as modified here. Family Child Day Care Homes and Child Care Centers are permitted uses, subject to the provisions of VMC chapter 20.840. In addition to those uses allowed by VMC Table 20.430.030-1, the following uses are also allowed:

Use	MX LUA
Commercial	
Artisan and Specialty Goods Production	P
Office	
• Extended	P
-Community Center	P
-Hotel	P
Industrial	
Industrial Services	P
Manufacturing and Production	P
Research and Development	P
Warehouse/Freight Movement (as ancillary use)	P
Other	
Wireless Communication Facilities	
• Subject to the limitations on this use provided in VMC Table 20.430.030-1;	P

[see next page for IL LUA]

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IL LUA – Uses are those identified in VMC Table 20.440.030-1 as of the VIC 2.0 Application Date, as modified here. Family Child Day Care Homes and Child Care Centers are permitted uses, subject to the provisions of VMC chapter 20.840. In addition to the uses allowed by VMC Table 20.440.030-1, the following uses are also allowed, as a permitted or limited use, as indicated below:

Use	IL LUA
Residential	
Multi-Dwelling Units <ul style="list-style-type: none">- Allowed above ground floor only as specified by VMC 20.430.060(B)(2).- One caretaker residence permitted per use.- May be permitted only after 125,000 square feet of new construction in the LI LUA has been built and if Developer demonstrates residential units will not limit or interfere with Developer's ability to construct the light industrial square footage identified in the VIC Master Plan 2.0	L
Civic	
Colleges <ul style="list-style-type: none">- Provided they have a functional relationship with existing industrial uses, and do not exceed 25,000 square feet in aggregate	L
Child Care Center <ul style="list-style-type: none">- Child care centers allowed, subject to a Type II procedure.- Child care centers are permitted in order to provide service for those employees working or residents living anywhere on the Property, subject to provisions in Chapter 20.840 VMC, Child Care Centers.	L
Commercial	
Eating/Drinking Establishments <ul style="list-style-type: none">- Provided they are located within an industrial building and consume no more than [15] percent of the building's total gross square footage.	L
Artisan Small Scale Manufacturing	P
Industrial	
Warehouse/Freight Movement (as ancillary use) <ul style="list-style-type: none">- Permitted as limited use provided all activities, except outdoor storage of materials, are wholly contained within building(s).	L
Warehouse/Freight Movement (as primary use): <ul style="list-style-type: none">• Permitted as limited use provided all activities, except outdoor storage of materials, are wholly contained within building(s).• Limited to 50,000 sf aggregate cap for any new construction after January 1, 2021.• Building 4 in the northeast portion of the Existing Building, has 24 to 35 foot ceilings and is designed as a large bay warehouse. This 130,000 sf area shall be allowed to continue as a preexisting nonconforming use for warehouse/freight movement.	L
Wireless Communication Facilities <ul style="list-style-type: none">- Subject to requirements in Chapter 20.890 VMC, Wireless Telecommunications Facilities.	L

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Conditional Use	
Warehouse/Freight Movement (as ancillary use) - Permitted as limited use provided all activities, except outdoor storage of materials, are wholly contained within building(s).	L

School LUA – Uses shall be consistent with VMC 20.160.020(B)(12).

EXHIBIT D – Approved Development Standards

The following standards supplement the requirements of the City of Vancouver, Title 20, Land Use and Development Code. To the extent there is a conflict between the Development Standards outlined in the VIC DA and this Exhibit D, and VMC Title 20, the provisions of this VIC DA and Exhibit D control.

1. Mixed Use (MX) LUA. The standards outlined in VMC 20.430.060.C.2 apply to the Property, except as outlined below:
 - a. Subsection 2.a. does not apply;
 - b. The last sentence of Subsection 2.d.1 (“Complete segregation of use types, such as placement of multiple commercial structures all on one side of a mixed-use site and multiple residential structures all on the other shall be prohibited”) does not apply; Subsection 2.e.3 applies only in the MX LUA; and
 - c. Subsection 2.f. does not apply to the R LUA
2. Buffer Standards. The buffer requirements outlined in VMC 20.925.030 and subsequent buffer setbacks in table 20.925.030-1 do not apply to adjacent land use areas within the VIC Masterplan 2.0. Along the perimeter of the masterplan site, these buffer requirements will still apply.
3. Residential (R) LUA - Development standards of the R LUA are those of the R-30 zoning district pursuant to VMC chapter 20.420 unless stated otherwise herein.
 - a. Building Design
 - i. 30-foot setback for the primary structure from the western Park Parcel boundary for the adjacent building perimeter to create a residential unit buffer
 - ii. 50% of street frontage occupied space
 - iii. No minimum lot size required
 - iv. Maximum lot coverage is 90%
 - b. Residential Unit Density
 - i. Minimum residential unit density shall be R-30 (22.1 units per net acre as measured by the total number of residential units divided by the portion of the site devoted to residential use, not including public or private streets, or critical areas and associated buffers on that portion) and maximum residential unit density is R-35 (35 units per net acre as measured by the total number of residential units divided by the portion of the site devoted to residential use, not including public or private streets, or critical areas and associated buffers on that portion).
 - ii. Density calculations are based the overall R-LUA acreage
 - c. Bicycle Parking
 - i. One covered, long term bicycle parking space is required per two dwelling units.
 - ii. Balcony or patio bicycle storage is discouraged and if proposed must be screened from street review.
 - d. Building Height – per VIC DA Section 6.3(c)
 - e. Frontage Standards - The R LUA shall not be required to comply with frontage standards requirements in VMC 20.430.060(C)(2)(f)(1).

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4. Light Industrial (IL) LUA - Development standards of the IL LUA are those of the IL zoning district pursuant to VMC Chapter 20.440 unless stated otherwise herein. The following supplemental development standards apply to buildings and sites developed in the IL LUA after 2020:
 - a. Exterior building design.
 - i. Publicly identifiable entry/office on street wall required on ground floor on streets and Outdoor Public Spaces.
 - ii. Exteriors should be no more than 4 stories in height to be on scale with adjacent uses.
 - b. Fences - Maximum 10% of property may be fenced or walled for concealment of trash/recycling and storage.
 - c. Building Height – per VIC DA Section 6.3(c)
5. Mixed Use (MX) LUA - Development standards are those of the MX zoning district pursuant to VMC Chapter 20.430 unless stated otherwise herein. The standards outlined in VMC 20.430.060(C)(2) apply to the MX LUA, except as outlined below:
 - a. VMC 20.430.060(C)(2)(a) does not apply;
 - b. The last sentence of VMC 20.430.060(C)(2)(d)(1) (“Complete segregation of use types, such as placement of multiple commercial structures all on one side of a mixed use site and multiple residential structures all on the other shall be prohibited”) does not apply;
 - c. VMC 20.430.060(C)(2)(e)(1) does not apply; required minimum residential density is 22.1 units per net acre, as measured by the total number of residential units divided by the portion of the site devoted to residential use, not including public or private streets, or critical areas and associated buffers on that portion;
6. School LUA - If the School LUA is developed as a school, it must comply with VMC 20.430.060(C)(2)(e)(4).

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EXHIBIT E-1 – DESIGN Guidelines

FOURTH AMENDED AND RESTATED DEVELOPMENT AGREEMENT (VIC DA) - 42



EXHIBIT E DESIGN GUIDELINES

Vancouver Innovation Center Master Plan

Updated April 2023

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Design Guidelines.....03

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Appendix A






 Single Family Residential Design Reference Guide

Appendix B

 Placemaking Goals

PURPOSE

These design guidelines are intended to ensure that development within the Vancouver Innovation Center is cohesive in both form and function and is consistent with the brand pillars of the VIC. These brand pillars form the foundation of the design principles that will guide project implementation. These brand pillars and the associated VIC design principles are described further below:

	Natural Connected to nature in all that we do	<i>Design Principle</i> Provide a network of both passive and active open space areas that utilize existing trees and natural resources for recreation and relaxation.
	Balanced physical, mental, and spiritual	<i>Design Principle</i> Provide a balance of community gathering spaces and areas for personal escape.
	Authentic Urban style and refinement, built with taste, personalization and ease in mind	<i>Design Principle</i> Create a compact urban form composed of well-articulated buildings and ample pedestrian areas to encourage multi-modal travel throughout the site between the various on-site uses and open space areas.
	Blended Contemporary convenience, modern collaboration	<i>Design Principle</i> Design buildings to encourage pedestrian access, ground floor visibility and community spaces for socialization and collaboration.
	Community Inclusivity and shared knowledge, energy and passion	<i>Design Principle</i> Design with an eye towards the future. Incorporate sustainability and energy efficiency measures including things such as vehicle charging stations, solar panels, and low impact development (LID) stormwater management approaches. Continuously evaluate project performance related to parking and space efficiency, vehicular trips and sustainability with the goal of design refinements and improvements throughout project buildout, with the goal of the project becoming a "living laboratory." Provide a network of well defined and accessible pedestrian corridors to encourage access through the site for all individuals.

APPLICABILITY

These guidelines will apply to new development and remodels of existing development within the Residential, Light Industrial, Mixed-Use, and Open Space LUAs within the VIC masterplan. Demonstration of project adherence to these guidelines will be required with land use permit submittals for new development on the site.



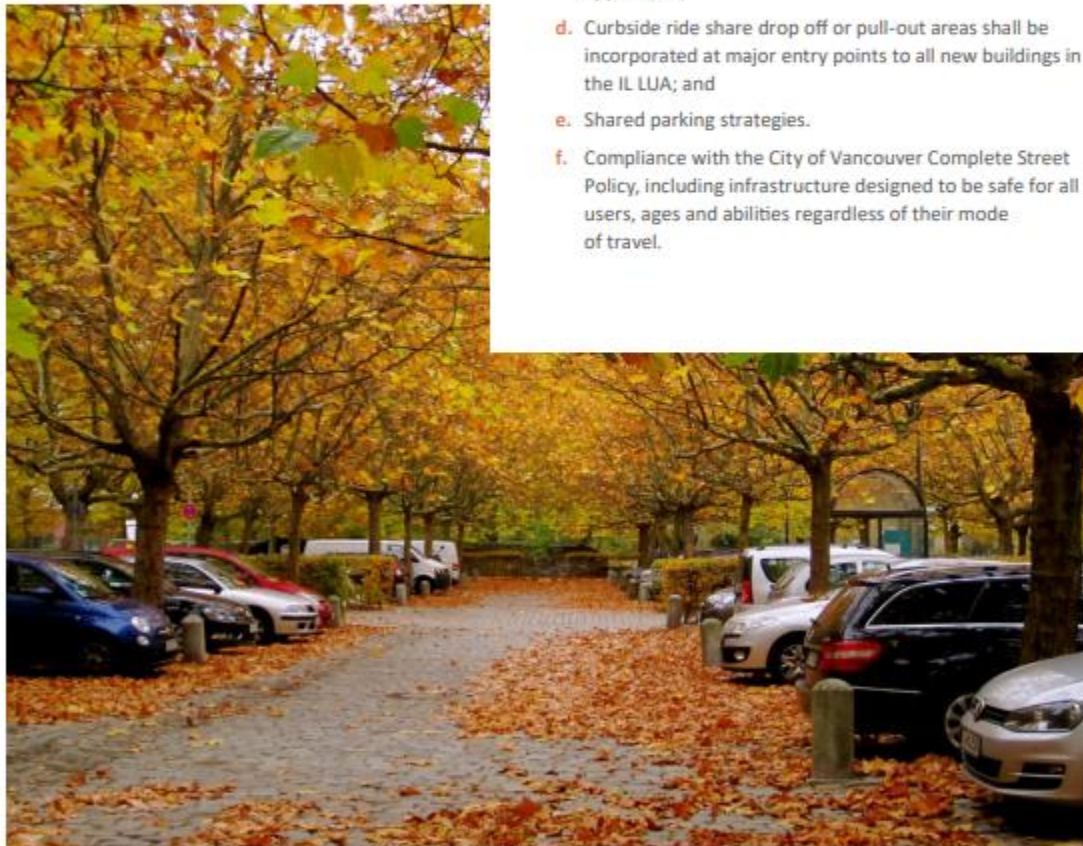
DESIGN GUIDELINES



Mobility

All new developments will demonstrate:

- a. Support for a 20-Minute Neighborhood by providing means to reduce need for vehicle trips;
- b. Functional connections to the site-wide bicycle and walking path network outlined in the Masterplan;
- c. Compliance with Washington State electric vehicle charging standards in effect at the time of land use application;
- d. Curbside ride share drop off or pull-out areas shall be incorporated at major entry points to all new buildings in the IL LUA; and
- e. Shared parking strategies.
- f. Compliance with the City of Vancouver Complete Street Policy, including infrastructure designed to be safe for all users, ages and abilities regardless of their mode of travel.



Energy

Developer is installing HVAC and lighting upgrades for the Existing Building. All new developments will demonstrate:

- a. Compliance with the 2018 Washington State Energy Code, at a minimum;
- b. Compliance with environmental standards in effect at the time of building permit application (i.e. environmental development standards do not vest on the Restated DA Effective Date;
- c. That every new building is designed to accommodate ready access for installation of solar panels that would occupy at least 10% of the building footprint. This includes the necessary structural and electrical infrastructure to accommodate the solar panels; and
- d. Infrastructure for electric vehicle charging stations.
- e. Advancement of "District Energy Conditions" as identified in Appendix A – Vancouver Innovation Center Master Plan Sustainability Framework.

Water

The VIC will prioritize use reductions, efficiency strategies, and surface water quality in its design. All new development applications will include:

- a. Water-saving plumbing fixtures in all new buildings;
- b. Native and adaptive plant selections that do not require excessive irrigation; and
- c. A surface stormwater strategy synopsis describing anticipated collection, treatment, and discharge strategies including any Low Impact Development (LID) BMPs planned for the project.
- d. An evaluation of means to reduce potable water use consistent with Appendix A – Vancouver Innovation Center Master Plan Sustainability Framework.





Building Design

a. Blank Walls

- i. At least 75% of the width of any new first-story building wall facing a street shall be devoted to interest-creating features, pedestrian entrances, transparent show or display windows, or windows affording views into retail, office or lobby space.
- ii. In all areas other than the IL LUA, building surfaces over 2,000 sf shall be broken up with window openings and/or changes in material.
- iii. Blank walls longer than 20 feet without windows or an unbroken series of garage doors are not permitted on any street frontage.
- iv. Any face of a building that is over 50' wide shall have varied horizontal plane and/or vertical façade shifts to break up the building's mass.

b. Corner Buildings

- i. New IL LUA buildings on a corner will have an entrance within 75 feet of the corner.

c. Ground Floor

- i. Buildings should engage with the "sidewalk zone" to bring visual interest, variation, and intimacy to the streetscape, while maintaining the pedestrian through-routes that link the land use areas on the site.
- ii. Pedestrian access to primary building entrances should be close to and visible from circulation facilities that include a pedestrian component such as a sidewalk, trail, or pedestrian plaza. Primary building entrances may not be from non-pedestrian oriented areas. Each primary building entrance should be attractive and have weather protection and highlight the presence of the entrance to pedestrians through the use of architectural treatments such as changes in the street-facing wall and lighting. Entrances from primary pedestrian corridors should be visually more prominent than
- iii. The design of buildings, above and below should be pedestrian scaled, intimate, and inviting.

d. Roofs

- i. Roof materials shall screen roof top mechanical equipment from ground-level views
- ii. Buildings shall have primarily flat roofs - architectural detailing and rooftop decks shall be allowed.



Exterior Building Finishes

To create a unique identity for the VIC, material selection and application is required to adhere to exterior finish standards.

- a. Major color themes are to predominantly be earth tones of grey, brown, and tan.
- b. Materials exhibiting patina are encouraged – including weathered wood, rusted steel, singed wood.
- c. Material changes shall be offset by a minimum 3 ½" horizontal or vertical relief.
- d. Materials that expose their natural state are encouraged such as exposed wood and concrete.
- e. First floor window framing shall be either wood or aluminum (does not apply to Residential LUAs)
- f. Opportunity for more industrial and technological materials, such as steel, aluminum, and heavy timber.

Maximum Building Heights

See Development Standards applicable to each LUA under Exhibit D of the Restated DA.

Single Family Residential

Single family residential attached designs should incorporate the material and pedestrian orientation provisions of these guidelines. See Appendix B – Single Family Residential Design Reference Guide.

Signage

- a. Monument signs will have a uniform color and typeface throughout the property.





Tree canopy

Every development application must demonstrate how it complies with the Tree Canopy Plan (Section 6.10 of the Restated DA) and provide an tree canopy assessment for its site and a 5-, 10-, 15-, and 20-year forecast for the tree canopy on the entire Property.

Open Space

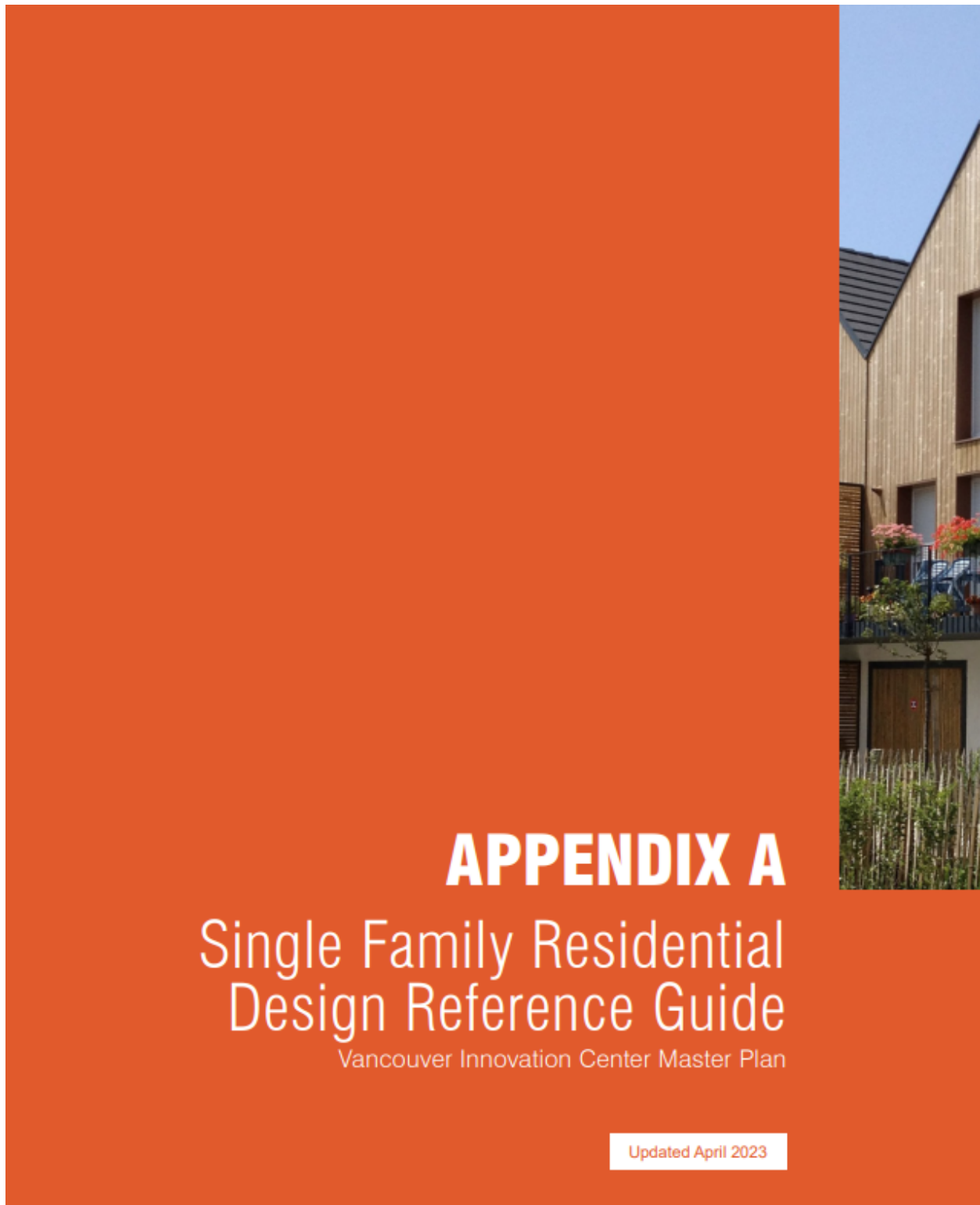
All site plans will demonstrate adherence to the Masterplan and Appendix C - Placemaking Goals.

- a. Open spaces shall be directly accessible from all buildings in the development (building occupants should not have to walk around the building to get outside)
- b. Avoid inconvenient or circuitous ped access to amenities.
- c. Both greenscaping and useable accessible hardscaping elements shall count as open space
- d. Hardscape open spaces shall be designed for four season use and durable for urban intensity.
- e. Neighborhood open spaces
 - i. Refer to Circulation and Open Public Space Plan for targeted locations.
 - ii. Neighborhood open spaces shall be a minimum of 2,000 sf.
 - iii. Neighborhood open spaces shall incorporate interactive amenities such as pavilions, picnic facilities, and play structures.



Street Cross Sections

See DA for street section implementation options for the Vancouver Innovation Center.



SINGLE FAMILY ATTACHED



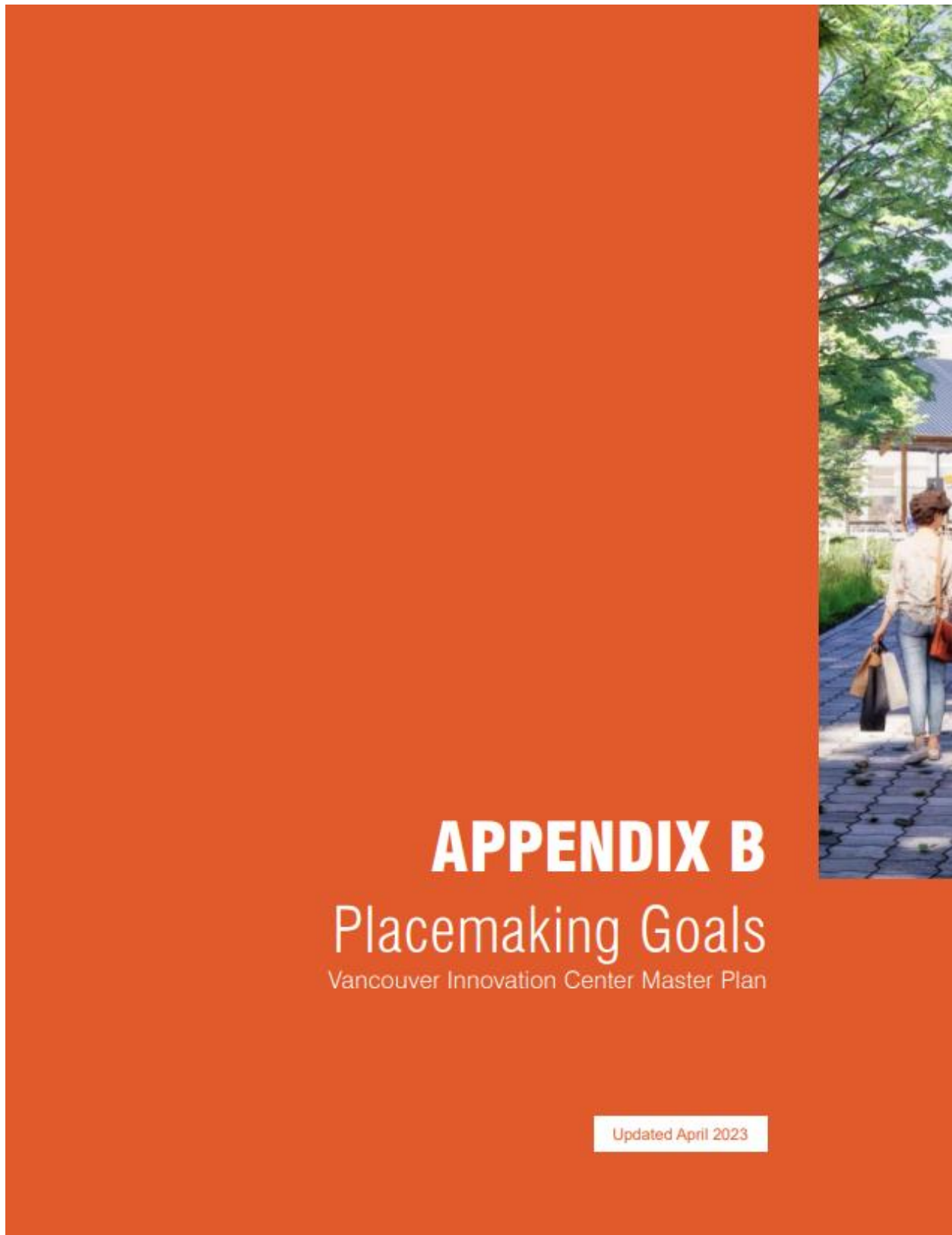
- a. Find opportunities to alley-load attached single family residential units to minimize driveway and garage exposure.
- b. Orient residential buildings to the "sidewalk zone" through the use of front porch features.
- c. Incorporate a range of natural color tones, architectural styles and horizontal and vertical relief.
- d. Seek opportunities to orient units to courtyards and open spaces.
- e. Create visual interest through horizontal and vertical relief and variation of architectural styles of adjoining attached units.
- f. Encourage reduced setbacks for residential units to engage entrances with the sidewalk.



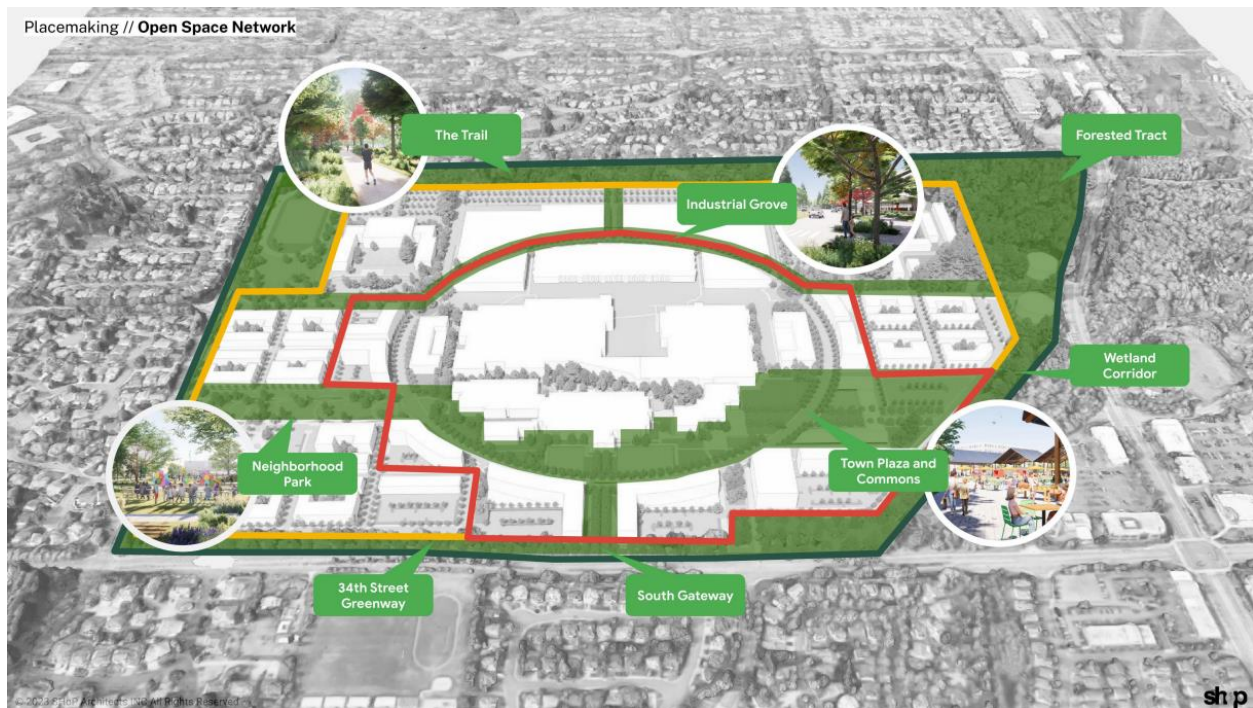
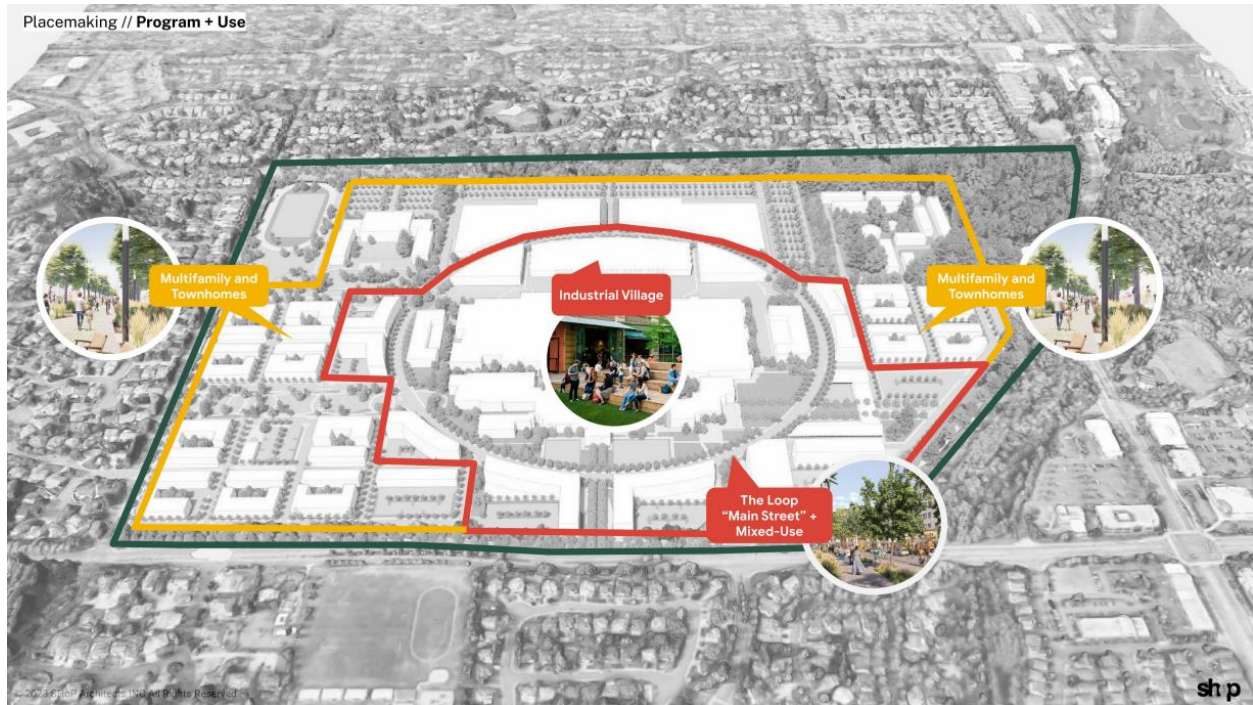
SINGLE FAMILY ATTACHED – *CONTINUED*

- g.** Allow front-loaded attached units when accessed from a local street and when the garage exposure is minimized by site and building design features.
- h.** Allow for a mix of scale and size of attached product including larger duplexes.
- i.** Natural material elements including wood and stone should be prioritized for use.
- j.** Provide substantial window and trim relief on units to break up the potential for monolithic appearances on taller units.
- k.** For continuous banks of attached units, provide vertical, horizontal and roof relief variation to minimize the scale of the structures.









Placemaking // The Trail



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Placemaking // The Loop



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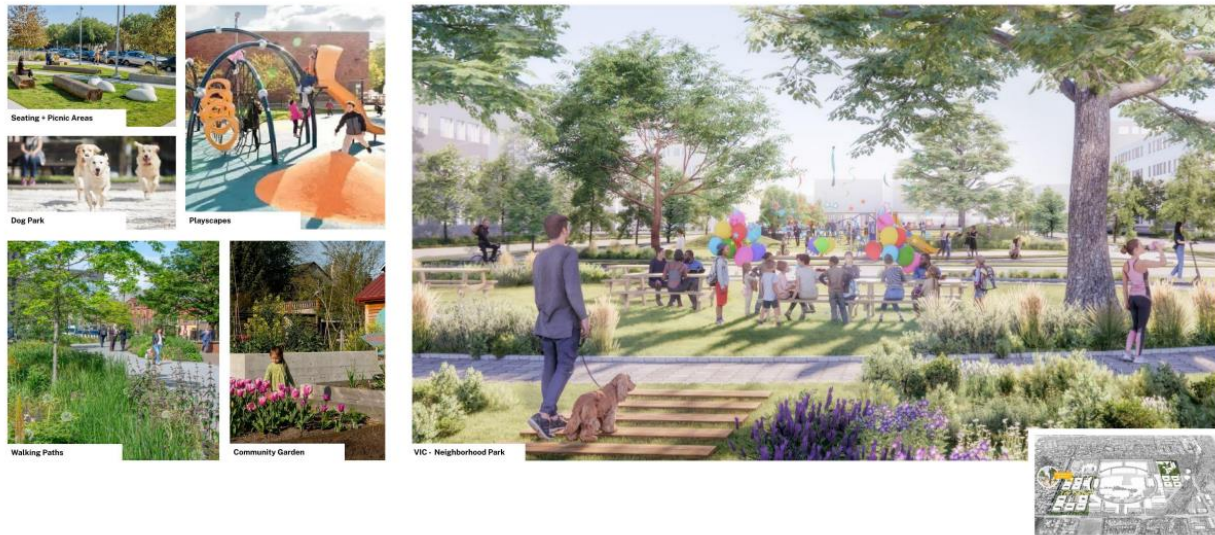
Placemaking // Town Plaza and VIC Commons



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Placemaking // Multi-family and Townhomes - Neighborhood Park



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Placemaking // **Multi-family and Townhomes - Pedestrian Laneways**



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Placemaking // **Industrial Grove**



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EXHIBIT E-2 – November 2023 Comprehensive Sustainability Plan

Sustainability Improvements Implemented for Existing 715,000 SF Industrial Buildings:

- **Energy Efficiency Improvements:** Developer has worked with Clark PUD and Energy Trust of Oregon to improve energy efficiency at the existing industrial buildings as follows:
 - Installed new, more efficient chillers.
 - Replaced pumps and installed new VFDs in central plant.
 - Installed new building HVAC control systems.
 - Converting point controls from pneumatic to digital.
 - Installed exterior LED lighting.
 - Replacing all common area and house lighting with state-of-the-art LED and lighting control system.

The total estimated annual savings from the above installed improvements is estimated to be 6,300,000 KWh and 345,000 Therms.

- Additional energy efficiency upgrades and sustainability initiatives to date include:
 - Upgraded bathrooms with waterless and reduced flow systems to achieve **indoor water use reduction**.
 - Replaced water fountains with bottle filling stations.
 - Installed new electrical sub-metering system for better monitoring of electrical and water usage.
 - Participant in Clark PUD's Community Solar Program.
- All new tenants are required to install LED lighting and controls within their space.
- Installed showers and bicycle storage space to promote biking to work.
 - Creating long term program to replace a portion of current landscaping with native plants species.
- **Adaptive Reuse, Access to Recreation Facilities:**
 - The existing 715,000 SF of buildings is at the heart of this campus and substantial sustainability investments have been made as noted above. The Developer also renovated underutilized former corporate cafeteria into an activated community space with an upscale café and coffee bar, living room/lounge space, conference rooms, expanded fitness center with fully renovated locker rooms, a yoga and meditation studio, etc.

Sustainability Plan for New Development (VIC Masterplan 2.0)

Overall Campus & Vision:

- **Walkable Streets, Compact Development, Mixed-Use Neighborhoods, Smart Location, Access to Recreation Facilities:** The campus is designed as a 20-minute, walkable, mixed-use neighborhood providing convenient, safe pedestrian-oriented access to places and services that residents, employees, and neighbors need every day – including work, transit, shopping, quality food, school, parks, open space, and social activities.

DRAFT 03/19/2024

- **Neighborhood Schools:** The campus includes a 20-acre parcel that is owned by the Evergreen School District and will be home to a future middle school.
- **Site Design for Habitat Conservation:** A 13.7-acre Forested Tract that has a restrictive covenant to remain as open space. The Developer intends to sell this Forested Tract to the City of Vancouver.
- **Housing Types and Affordability, Housing and Jobs Proximity:** Developer commits to participating in the MFTE program whereby 20% of the 1,800 units (i.e. 360 units) will be available at 80% AMI. All residential units are within walking distance of all employment opportunities on campus.
- **Connected and Open Community, Access to Civic and Public Space, Access to Recreation Facilities, Local Food Production:** Developer will provide a perimeter trail and neighborhood park open to the general public. The trail will be connected to the Forested Tract. The trail will also link together all of the developments within the campus. Community gardens will be available to residents and tenants. The Town Plaza is an optimal location for a local farmers market to operate on the campus.
- **Community Outreach and Involvement:** _Masterplan 2.0 was developed in concert with community and municipal input through feedback from the Masterplan 1.0 approval process, community engagement sessions on the proposed Masterplan 2.0, and ongoing conversations with City staff.

Building Design:

- **Optimize Building Energy Performance:** Developer will achieve GHG emissions reduction targets stated in the City's Climate Action Framework as outlined in the March 27, 2023 Sustainability Goals for City of Vancouver CAF Alignment Memorandum included below.
- **Optimize Building Energy Performance:** All new buildings will include the following:
 - All electric heating, cooling and domestic hot water.
 - Efficient heat pump selections for space heating and domestic hot water
 - o for all new residential buildings, all electric appliances
- **Solar Orientation:** All new buildings will be solar ready per code.
- **Rainwater Management:** For new buildings, Developer will be infiltrating all runoff on site.
- **Electric Vehicles:** Developer will comply with City code for EV infrastructure requirements with each project's site plan approval.

Transportation and Mobility:

- **Compact Development, Walkable Streets, Mixed-Use Neighborhoods, Connected and Open Community, Transportation Demand Management, Housing and Jobs Proximity, Smart Location:** Masterplan 2.0 allows for greater integration of uses than Masterplan 1.0. The entire campus will be walkable/bikeable with ample opportunities to live and work on campus. Small retail and commercial services will be within a 5-minute walk of any residential neighborhood or commercial/industrial tenant. The reconfiguration of Masterplan 2.0 also achieves added density with the same amount of vested trips in Masterplan 1.0. Masterplan 2.0 also creates a more efficient street network that allows for separation of industrial related truck traffic from residential and mixed-use traffic.

- **Walkable Streets, Transit Facilities, Bike Facilities, Smart Location:** Road networks will be designed and coordinated with City transportation staff to ensure safe, comfortable and complete connections for various modes of transportation (vehicular, pedestrian, bicycles, etc.) o Once ESD develops the school, Developer will have bikeable/walkable laneways for students to be able to walk or bike to school safely.
- **Bicycle Facilities, Smart Location:** Developer will include infrastructure to support bike parking and will have bike sharing programs. Developer renovated locker rooms, showers and changing facilities at the existing buildings to help encourage habitual biking for its tenants. The perimeter trail and bike paths throughout the campus will encourage recreational physical activity.
- **Transportation Demand Management, Smart Location:** Developer will deploy shared parking strategies where applicable. The campus design encourages multimodal travel. Developer is eliminating an entrance on 34th Street to reduce traffic congestion at 176th Avenue and 34th Street. Campus entrances/exits at 34th Street are being coordinated with the City's efforts along that corridor to ensure offsite improvements result in a smooth and safe pedestrian experience.
- **Access to Quality Transit and Transit Facilities, Smart Location:** Developer will work with CTran, ESD and City staff to coordinate safe and efficient placement of bus stops within the campus. The VIC campus already has a bus stop along 34th Street and the campus will have pedestrian laneways to provide safe access to the existing bus stop.

Open Space, Natural Systems, and Water Resources:

- **Site Design for Habitat Conservation and Long-Term Conservation Management of Habitat, Connected and Open Community, Access to Recreation Facilities:** Preservation of 13.7 acre Forested Tract o Developer worked with a local arborist to adjust the boundary line of the Forested Tract to create a better edge condition for the trees allowing for a more resilient tree canopy and preservation of native and climate resilient species.
- **Connected and Open Community, Access to Civic and Public Space, Access to Recreation Facilities, Connected and Open Community, Access to Recreation Facilities:** Masterplan 2.0 increases the amount of open space/parks/trails by 26% from 19 acres of open space to 24 acres.
- **Tree Lined and Shaded Streetscapes and Heat Island Reduction:** Canopy coverage per Restated DA which is above and beyond the code minimum for all use types. Developer also commits to achieving Tree CAP certification for all projects (minimum Silver Leaf Achievement). Both canopy coverage & Tree Cap Silver will reduce the heat island effects within the campus.
- **Outdoor Water Use Reduction:** Developer will favor nature scaping in lieu of high maintenance turf for streetscapes.
- **Rainwater Management:** For new buildings, Developer will be infiltrating all runoff on site.

Memo



Date: March 27, 2023
Project: VIC Sustainability Master Planning
Project Number: 22-1362
To: Pedro Polanco, Jennifer Rabina, Marc Esrig
From: Forest Tanier-Gesner, Ned Greene
Subject: Sustainability Goals for City of Vancouver CAF Alignment

The Vancouver Innovation Center (VIC) development is determining sustainability goals for site infrastructure and future phase developments and is working to align to the Vancouver Climate Action Framework (CAF) that has recently been released by the City of Vancouver.

GOALS OF THE CLIMATE ACTION FRAMEWORK

One of the primary goals of the City of Vancouver's Climate Action Framework is aggressive reductions in the Greenhouse Gas (GHG) emissions associated with the City and Community operations:

- By 2025 – Achieve 80% Reduction in GHG emissions associated with municipal operations.
- By 2030 – Achieve 80% Reduction in GHG emissions associated with community operations.
- By 2040 – Achieve 100% Reduction in GHG emissions (Carbon Neutrality) associated with municipal and community operations.

PAE understands that the VIC development team is in favor of these performance-based standards over arbitrary certification programs that do not guarantee the City's desired outcome for emission reduction as set forth in the CAF.

To that end, PAE has developed life-cycle emissions and life-cycle cost assessments of several heating, cooling, and domestic hot water (DHW) system options and cooking appliance options for the VIC campus. PAE's recommended baseline design option was then benchmarked against the City of Vancouver's CAF. Based on this analysis it is estimated that the non-industrial process loads¹ on the VIC campus could be within 2% of the CAF reduction targets by 2030 and within 1% of the total CAF target by 2040.

PAE identified additional potential measures to address the minor gap in the emissions reductions estimates versus the CAF targets. These measures serve as a menu of options and can be implemented incrementally and discretely during the course of the VIC development. The quantifiable impacts of these options are also summarized in the following table.

¹ It is understood that the campus currently houses industrial processes that rely on natural gas fuel. These operations are currently outside of the scope of the systems options analysis and emissions reduction estimates. Alternate fuel sources should be considered by the Development Team as these become more readily available for the types of industrial processes.

March 27, 2023



	Reference Year	2024	2030	2040
BENCHMARK:				
Existing Building Stock and Forecasting Future buildings per today's Standards				
	MT CO2e/year	20,743	20,743	20,743
BASELINE DESIGN for new buildings:				
All Electric heating, cooling, and domestic hot water for all asset types.				
All Electric appliance requirements for all residential buildings (all-electric cooking and laundry)				
Efficient heat pump selections for space heating and domestic hot water (DHW) in all new buildings				
	MT CO2e/year	7,075	4,530	289
	(% reduction from benchmark)	66%	78%	99%
UPGRADES BY 2030 - OPTIONS TO CONSIDER				
Increase campus Photovoltaic (Solar) installations as needed to reach emission reduction goal. Consider exceeding code minimum if needed.			A	
Material selections and construction practices could further reduce the emissions associated with the campus development, through reductions in the embodied emissions for the buildings and site infrastructure. Design teams could help address marginal reductions needed to achieve goal by 2030			B	
Consider committing to provide more EV charging for residential parking and/or more residential spaces provisioned as EV ready if market demand supports that investment			C	
A+B+C = 390 MT CO2e/year	MT CO2e/year	7,075	4,140	289
	(% reduction from benchmark)	66%	80.0%	99%
UPGRADES BY 2040				
Phase out use of non-industrial gas use from the VIC Campus - enforce all electric cooking in commercial buildings, upgrade existing buildings, phase out other gas uses by 2040 if required by code.				-289
	MT CO2e/year	7,075	4,140	0
	(% reduction from benchmark)	66%	80%	100%

Table 1: Emissions Reduction Estimates for VIC Campus

March 27, 2023



VIC SUSTAINABILITY GOALS

As shown in Table 1, site emissions estimates for the recommended baseline design approach closely aligns with the City's CAF emissions reductions targets. Below is a summary of PAE's recommended baseline design for the campus:

- BOD - "Building by Building Heating and Cooling – All Electric" systems approach for all new construction.
- Efficient heat pump selections for space heating and domestic hot water (DHW) in all new buildings
- Electrification phase in plan for all existing buildings heating and DHW heating systems by 2040, if required under City CAF.
 - Central heating update requires consideration of low temp heating coils for end-of-life upgrades with current heat pump technology.
- All Electric appliance requirements for all residential buildings (all-electric cooking and laundry)

To close the minor gap between the baseline design approach and the CAF targets, PAE recommends the following possible options to be evaluated at the time of each new development project:

- Recommend to future commercial tenants to strive for All Electric appliance requirements for all commercial buildings (i.e. all-electric commercial cooking by 2040 if required by code). It is understood that restaurants and some industrial tenants who have commercial grade kitchens within their premises, may not be willing to comply with this requirement today given current industry standards.
- Increase onsite Photovoltaic (solar) installations as needed to reach emission reduction goal. This may require exceeding code minimum to achieve the desired target.
- Material selections and construction practices could further reduce the emissions associated with the campus development, through reductions in the embodied emissions for the buildings and site infrastructure. Design teams could help address marginal reductions needed to achieve goal by 2030.
- Evaluate demand for Increasing percentage of Electrical Vehicle charging stations for residential neighborhoods. Exceeding existing code if demand warranted that could help meet the CAF targets.

EXHIBIT F – Retained Traffic Capacity

Total Vested Average Daily Trips: 26,982

- Total vested trips reflect those trips expected to be utilized by and reserved for the VIC Master Plan 2.0 after reductions for internal trips within the VIC Master Plan 2.0 and pass by trips for the VIC Master Plan 2.0 retail uses.
- Total vested trips include trips utilized by existing onsite buildings.

Total Vested AM Peak Hour Trips: 2,229

Total Vested PM Peak Hour Trips: 1,991

VIC Site Trip Generation Estimate

(From Table 4 of the 2023 VIC TIA):

Table 4: Site Trip Generation Estimate

Land Use	ITE Code	Size	Daily Trips	Weekday AM Peak Hour			Weekday PM Peak Hour		
				Total	In	Out	Total	In	Out
Existing The VIC Buildings ¹	1996 Traffic Counts	715,000 Square Feet	10,200 ²	382	262	120	444	76	368
Less Trips Internal to the Campus Area			(236)	(24)	(12)	(12)	(26)	(8)	(18)
Net New			9,964	358	250	108	418	68	350
General Light Industrial	110	600,565 Square Feet	2,925	444	391	53	390	55	335
Less Trips Internal to the Campus Area			(198)	(20)	(10)	(10)	(22)	(7)	(15)
Net New			2,727	424	381	43	368	48	320
General Office Building	710	87,500 Square Feet	949	133	117	16	126	21	105
Less Trips Internal to the Campus Area			(29)	(2)	(1)	(1)	(3)	(1)	(2)
Net New			920	131	116	15	123	20	103
Medical Office Building	720	10,000 square feet	360	31	24	7	39	12	27
Less Trips Internal to the Campus Area			(4)	(1)	(1)	(0)	(0)	(0)	(0)
Net New			356	30	23	7	39	12	27
Shopping Center	820	140,000 square feet	5,181	118	73	45	476	228	248
Less Trips Internal to the Campus Area			(1,607)	(45)	(29)	(16)	(110)	(41)	(69)
Less Pass-by Reduction			(1,036)	(21)	(13)	(8)	(106)	(54)	(52)
Net New			2,538	52	31	21	260	133	127
Multifamily Housing (Mid-Rise)	221	1,248 Units	5,666	538	124	414	487	297	190
Less Trips Internal to the Campus Area			(790)	(14)	(2)	(12)	(80)	(56)	(24)
Net New			4,876	524	122	402	407	241	166
Multifamily Housing (Low-Rise)	220	552 Units	3,720	194	47	147	258	163	98
Less Trips Internal to the Campus Area			(350)	(6)	(1)	(5)	(35)	(25)	(10)
Net New			3,370	188	46	142	223	138	85
Middle School ²	522	900 Students	1,917	522	282	240	153	75	78
Total Trips			30,918	2,362	1,320	1,042	2,373	927	1,446
Less Total Trips Internal to the Campus Area			(3,214)	(112)	(56)	(56)	(276)	(138)	(138)
Less Total Pass-by Reduction			(1,036)	(21)	(13)	(8)	(106)	(54)	(52)
Total Net New Trips			26,668	2,229	1,251	978	1,991	735	1,256
The VIC Development Agreement Vested Net New Trips			26,982	2,088	1,343	745	1,991	627	1,364
Proposed Total Net New – The VIC DA Vested Net New			-314	141	-92	233	0	108	-108
Total Net New Trips – Existing The VIC Building Net New Trips			16,704	1,871	1,001	870	1,573	667	906

¹ Source: Traffic Impact Analysis for The VIC Master Plan dated November 20, 2020.

² Trip estimates from approved 2020 The VIC Traffic Impact Analysis. The potential for internal trips associated with a school could be revisited in conjunction with a more specific school development proposal.

2023 VIC TIA – Figure 5



EXHIBIT G – Surrendered Traffic Capacity

Land Use	Average Daily Trips	Weekday AM Peak Hour Trips	Weekday PM Peak Hour Trips
RETAINED RESTATED DA AND VIC MASTER PLAN TRIPS	26,982	2,229	1,991

Land Use	Average Daily Trips	Weekday AM Peak Hour Trips	Weekday PM Peak Hour Trips
Master Plan Trips from Original HP Development Agreement	30,000	4,200	3,950
Retained VIC Master Plan Trips <i>(Exhibit F net new after reducing for internal and pass-by trips)</i>	26,982	2,088	1,991
Vested Trips Surrendered to City in Restated DA <i>(Original Development Agreement-VIC Master Plan Trips)</i>	3,018	2,112	1,959
Change in Vested Trips with Retained Restated DA and VIC Master Plan 2.0	0	+141	0
Retained Restated DA and VIC Master Plan Trips	26,982	2,229	1,991

Land Use	Average Daily Trips	Weekday AM Peak Hour Trips	Weekday PM Peak Hour Trips
Master Plan Trips from Original HP Development Agreement	30,000	4,200	3,950
Vested Trips Surrendered to City in Restated DA <i>(Original Development Agreement-VIC Master Plan Trips)</i>	-3,018	-2,112	-1,959
Retained VIC Master Plan Trips <i>(Exhibit F net new after reducing for internal and pass-by trips)</i>	26,982	2,088	1,991
Change in Vested Trips with Retained Restated DA and VIC Master Plan 2.0	0	+141	0
RETAINED RESTATED DA AND VIC MASTER PLAN 2.0 TRIPS	26,982	2,229	1,991

FOURTH AMENDED AND RESTATED DEVELOPMENT AGREEMENT (VIC DA) - 71

EXHIBIT H – Transportation Improvements

Table 1. Summary of Mitigation Recommendations

Facility	Segment/ Study Intersection ID	Mitigation Recommendation	Needed Pre- VIC Master Plan?	Triggered by VIC Master Plan Trips?	VIC Master Plan Trigger Phase?
On-Site Roadways & Intersections					
SE 29 th Street	<i>Extend collector arterial roadway across the VIC Master Plan site in three segments</i>				
	West Segment	From SE 176 th Avenue to West Loop Road	N/A	Yes	2
	North Segment	From West Loop Road to East Loop Road	N/A	Yes	3
	East Segment	From East Loop Road to SE 192 nd Avenue	N/A	Yes	3
SE 184 th Avenue	N/A	Renovate collector arterial roadway within The VIC Master Plan site from SE 34 th Street to Loop Road	N/A	Yes	2
West Loop Road	N/A	From SE 184 th Avenue to SE 29 th Street	N/A	Yes	2
East Loop Road	N/A	From SE 184 th Avenue to SE 29 th Street	N/A	Yes	4
West Loop Road/ SE 29 th Street	N/A	Construct single lane roundabout	N/A	Yes	2
East Loop Road/ SE 29 th Street	N/A	Construct single lane roundabout	N/A	Yes	3
Site-Access Changes					
West Site Access/ SE 34 th Street	7	Close and vacate motor vehicle site-access (intersection north approach)	No	No	2
SE 29 th Street/ SE 176 th Avenue	9	Reconstruct as a single lane roundabout	No	Yes	2
SE 29 th Street/ SE 192 nd Avenue	4	Install traffic signal with interconnect Construct and stripe separate eastbound left and right turn lanes with 250 feet of storage each Stripe northbound left-turn lane with 200 feet of storage	No	Yes	3
Off-site Intersection Mitigations with Master Plan Development					
SE 29 th Street/ SE 164 th Avenue	11	Modify traffic signal to provide east-west protected/permissive left-turn phasing	No	Yes	2
		Extend westbound left-turn lane striping to provide 225 feet of storage (striping only)	No	Yes	2
		Extend southbound left-turn storage to provide 300 feet of storage (reconstruct center median area)	No	Yes	2
SE 192 nd Avenue/ SR-14 Westbound Ramp Terminal	N/A	Pay proportionate share contribution toward future capacity improvements with each site development application. Estimated total fee of \$430,000 based on assumed Master Plan land use plan.	Yes	No	Each phase based on trips added
SE 20 th Street/ SE 176 th Avenue	10	Pay proportionate share contribution toward future capacity improvements with each site development application. Estimated total fee of \$33,600 based on assumed Master Plan land use plan.	Yes	No	Each phase based on trips added
SE 34 th Street/ SE 192 nd Avenue	5	Pay proportional share contribution towards re-constructing streets with a more durable pavement treatment to reduce maintenance needs. Estimated total fee of \$83,400 based on assumed Master Plan land use plan.	Yes	No	Each phase based on trips added

N/A = Not applicable

EXHIBIT I

SECTION 12.4 PROPORTIONATE SHARE PROJECTS

The VIC Proportional Share Fee Estimate

Mitigation Location	Mitigation Cost	School		Retail		Residential		Industrial & Office		Total	
		PM Peak Hour Trips Added	Estimated Mitigation Cost Share	PM Peak Hour Trips Added	Estimated Mitigation Cost Share	PM Peak Hour Trips Added	Estimated Mitigation Cost Share	PM Peak Hour Trips Added	Estimated Mitigation Cost Share	PM Peak Hour Trips Added	Estimated Mitigation Cost Share
137th Ave - 4th St to Fourth Plain Blvd	\$3,000 per PM peak hour trip	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Fourth Plain Blvd & 152nd Ave Signal	\$333 per PM peak hour trip	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Clear/St. Helens/MacArthur	\$2,000 per PM peak hour trip	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
176th Ave & SE 20th St	\$400 per PM peak hour trip	18	\$7,200	20	\$8,000	42	\$16,800	4	\$1,600	84	\$33,600
192nd Avenue & NE 13th Street	\$400 per PM Peak hour trip	0	\$0	0	\$0	0	\$0	20	\$8,000	20	\$8,000
192nd Ave & SE 34th St	\$150 per PM peak hour trip	14	\$2,100	118	\$17,700	560	\$84,000	164	\$24,600	556	\$83,400
192nd Ave & SR 14 ramps	\$2,000 per PM peak hour trip	8	\$16,000	28	\$56,000	126	\$252,000	38	\$76,000	215	\$430,000
MacArthur & Andresen Roundabout	\$2,285 per PM peak hour trip	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
MacArthur & Devine Roundabout	\$2,228 per PM peak hour trip	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Grove St/Columbia House Blvd/SR-14 WB Ramp	\$600 per AM peak hour trip	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
NE 175th Avenue & NE 18th Street	\$900 per PM peak hour trip	0	\$0	0	\$0	0	\$0	3	\$2,700	3	\$2,700
NE 179th Place & NE 18th Street	\$900 per PM peak hour trip	0	\$0	0	\$0	0	\$0	3	\$2,700	3	\$2,700
NE 187th Avenue & NE 18th Street	\$1,200 per PM peak hour trip	0	\$0	0	\$0	0	\$0	7	\$8,400	7	\$8,400
NE 182nd Avenue & NE 9th Street	\$1,500 per PM peak hour trip	0	\$0	0	\$0	13	\$19,500	46	\$69,000	59	\$88,500
NE 172nd Avenue & NE 9th Street	\$4,100 per PM peak hour trip	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
NE 192nd Avenue & NE 9th Street	\$1,100 per PM peak hour trip	0	\$0	0	\$0	0	\$0	24	\$26,400	24	\$26,400
NE 187th Avenue & SE 1st Street	\$1,100 per PM peak hour trip	0	\$0	0	\$0	0	\$0	15	\$16,500	15	\$16,500
Total Proportional Share Cost			\$15,300		\$81,700		\$127,300		\$264,100		\$498,400



**STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY**

Southwest Region Office
PO Box 47775, Olympia, WA 98504-7775 • 360-407-6300

February 8, 2024

Mark Person, AICP, Senior Planner
City of Vancouver
Community & Economics Development
PO Box 1995
Vancouver, WA 98668
Dear Mark Person:

Thank you for the opportunity to comment on the determination of nonsignificance for the Vancouver Innovation Center Master Plan and Development Agreement Revision Project (PRJ-166743/LUP-83392) located at 18110 34th Street as proposed by The VIC Building Owner, LLC. The Department of Ecology (Ecology) reviewed the environmental checklist and has the following comment(s):

HAZARDOUS WASTE & TOXICS REDUCTION: Garret Peck (564) 669-0836

The applicant proposes to demolish an existing structure(s). In addition to any required asbestos abatement procedures, the applicant should ensure that any other potentially dangerous or hazardous materials present, such as PCB-containing lamp ballasts, fluorescent lamps, and wall thermostats containing mercury, are removed prior to demolition. It is important that these materials and wastes are removed and appropriately managed prior to demolition. It is equally important that demolition debris is also safely managed, especially if it contains painted wood or concrete, treated wood, or other possibly dangerous materials.

Please review the "Dangerous Waste Rules for Demolition, Construction, and Renovation Wastes," posted at Ecology's website, <https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Dangerous-waste-guidance/Common-dangerous-waste/Construction-and-demolition>. The applicant may also contact Rob Rieck of Ecology's Hazardous Waste and Toxics Reduction Program at (360) 407-6751 for more information about safely handling dangerous wastes and demolition debris.

Ecology's comments are based upon information provided by the lead agency. As such, they may not constitute an exhaustive list of the various authorizations that must be obtained or legal requirements that must be fulfilled in order to carry out the proposed action.

If you have any questions or would like to respond to these comments, please contact the appropriate reviewing staff listed above.

Department of Ecology
Southwest Regional Office

Mark Person
February 8, 2024
Page 2

(JKT:202400386)

cc: Garret Peck, HWTR

Person, Mark

From: R5 Planning (DFW) <R5.Planning@dfw.wa.gov>
Sent: Wednesday, February 7, 2024 9:18 AM
To: Person, Mark
Subject: RE: City of Vancouver DNS for PRJ-166743/LUP-83392 Vancouver Innovation Center Master Plan and Development Agreement Revision

You don't often get email from r5.planning@dfw.wa.gov. [Learn why this is important](#)

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Hi Mark,

WDFW's regional Oregon white oak (OWO) map indicates that there are Oregon white oaks on sites. In urban or urbanizing areas, single oaks are considered priority habitat if they provide value to wildlife¹. WDFW recently published a new guidance document² that outlines best management practices (BMPs) for projects that encounter Oregon white oaks. This includes ways to avoid, minimize, and mitigate impacts.

I recognize that site specific projects will go through a separate review process, but strongly encourage the project proponent to update their Critical Areas Memo, dated September 2022, so it is consistent with WDFW's new OWO guidance document. Furthermore, I encourage the project proponent to confirm if the OWO are located within the forested tract. The regional OWO map only shows the oaks visible from aerial imaging so it is possible there are more oaks on site than what is mapped. Appendix 1 of the new guidance document outlines the mapping protocol to determine if oaks are isolated (individual) vs. and OWO woodland. Mapping the stand allows a better assessment if future development fully avoids and minimizes impacts and give insight on future mitigation requirements.

We are pleased to see that most of the forested area will be within a forested tract. If oaks are present within that area, we are supportive of enhancement activities that promote oak habitat. It is possible that the oaks are within the

¹ [Management Recommendations for Washington's Priority Habitats](#)

² [Best management practices for mitigating impacts to Oregon white oak priority habitat \(wa.gov\)](#) (new guidance document)

Thank you,
Amaia



Amaia Smith

(she/her)

Assistant Regional Habitat Program Manager
WDFW - Region 5

5525 S 11th St Ridgefield, WA 98642

amaia.smith@dfw.wa.gov

360-839-3508

From: Bowen, Clarissa <Clarissa.Bowen@cityofvancouver.us>

Sent: Friday, January 26, 2024 7:50 AM

To: DAHP SEPA <sepa@dahp.wa.gov>; R5 Planning (DFW) <R5.Planning@dfw.wa.gov>; Mary Mattix <mmattix@portvanusa.com>; Matt Graves <mgraves@portvanusa.com>; Matt Harding <mharding@portvanusa.com>;

Patty Boyden <pboyden@portvanusa.com>

Subject: City of Vancouver DNS for PRJ-166743/LUP-83392 Vancouver Innovation Center Master Plan and Development Agreement Revision

External Email

Attached are the DNS, checklist and map for the above listed project.
Comments are due by 4 p.m., Feb. 9, 2024.

For additional information about this project, contact the project case manager.

Mark Person, AICP, Senior Planner

Land Use Planning

Community Development Department

mark.person@cityofvancouver.us

~~~~~  
If someone other than the person to whom this message was sent is a more appropriate recipient, please reply to this message and provide contact information.

Please advise by replying to this message if you wish to be removed from this distribution list.

Clarissa Bowen | Support Specialist  
City of Vancouver  
Community Development Department  
[www.cityofvancouver.us](http://www.cityofvancouver.us)



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## Person, Mark

---

**From:** Bob <reissbob@gmail.com>  
**Sent:** Friday, February 2, 2024 2:31 PM  
**To:** Person, Mark  
**Subject:** VIC master plan - HALT

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Mark,

I understand you are just doing your job, but as a concerned citizen I don't feel that anyone in the city is listening to feedback from residents around this proposed development.

I haven't found even one person in the area that agrees with this development, not one. Even more so that this is turning into compressed housing and will drastically congest the surrounding areas. This feels like a 'kick-back' development being pushed to line the pockets of some in the city or county.

I could provide a whole bunch of reasons why this is a bad development proposal, but like previous feedback, it will be ignored.

I fully oppose this development in any form that has already been proposed.

Regards,

Bob  
Concerned citizen

## Person, Mark

---

**From:** Jodi Dehen <jodi.dehen@gmail.com>  
**Sent:** Tuesday, February 13, 2024 2:23 PM  
**To:** Person, Mark  
**Subject:** Re: 2/13/24 Hearing address?

You don't often get email from jodi.dehen@gmail.com. [Learn why this is important](#)

Hi Mark,

I have been at work, just now able to read the link you sent which states all options of comment need to be sent by noon today. Looks like we cannot include comment anymore since it is past noon? On the postcard it says comment can be accepted at the hearing?

We have one concern and that is about the pickleball courts, if open air, will drastically diminish the lives of everyone who lives nearby due to the harsh, sharp noise of that game (which sounds like a round of bullets being constantly shot). The noise of pickleball is also detrimental to wildlife, which is distressing to animals (domestic included). Lake Oswego, Oregon City Council shut down pickleball courts for this very reason earlier this year.

Of everything occurring on that property proposal, living across the street from it, that is the most looming issue we have, hoping the pickleball courts will be closed in a well insulated building. We don't want a vague answer to that question, it is a quality of life concern.

Since it is past noon, should we just bring that comment to the hearing?

Your time is valued and appreciated.

Best regards,

Jodi

Jodi Dehen  
18118 SE 36th Street  
Vancouver, WA 98683  
503-413-9900

On Tue, Feb 13, 2024 at 8:54 AM Person, Mark <[mark.person@cityofvancouver.us](mailto:mark.person@cityofvancouver.us)> wrote:

Hi Jodi,

Here is the Planning Commission agenda for tonight: [PC MtgAgenda 240213.pdf \(cityofvancouver.us\)](#)

The meeting will be held in person at 415 W 6<sup>th</sup> Street in Council chambers on the 2<sup>nd</sup> floor of City Hall. There is also an option to join and testify via zoom.

**Mark Person, AICP** | Senior Planner

Pronouns: he/him/his

City of Vancouver

Community Development Department

[415 W 6th St. Vancouver, WA 98660](#)

PO Box 1995 Vancouver, WA 98668-1995

**P:** 360-487-7885 **TTY:** 360-487-8602

[www.cityofvancouver.us](#)

**CITY OF**  
**— —**

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**From:** Jodi Dehen <[jodi.dehen@gmail.com](mailto:jodi.dehen@gmail.com)>  
**Sent:** Tuesday, February 13, 2024 8:51 AM  
**To:** Person, Mark <[mark.person@cityofvancouver.us](mailto:mark.person@cityofvancouver.us)>  
**Subject:** 2/13/24 Hearing address?

You don't often get email from [jodi.dehen@gmail.com](mailto:jodi.dehen@gmail.com). [Learn why this is important](#)

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Hello Mark,

I am in the neighborhood across the street from the VIC, we received the postcard about the meeting tonight about the proposed revision, but in the verbiage on the post card and on the website section about tonight's meeting, it does not clarify an address that the meeting is held at. Are we to assume it is held at the address on the postcard return address for City of Vancouver at 415 W 6th street, Vancouver, WA 98668? I have not been inside that building, if so, is there a floor and room number it will be held in?

Also, where would you prefer we send our questions pre-meeting? In the postcard it says "written or spoken testimony is accepted at or before the hearing." But it doesn't say who is collecting them at the meeting or where to send it before the meeting, just the vague statement.

Appreciate your time to let me know.

Best regards,

Jodi

Jodi Dehen

503-413-9900

## Person, Mark

---

**From:** Annette Griffy <amgriffy@msn.com>  
**Sent:** Tuesday, February 13, 2024 2:02 PM  
**To:** Person, Mark  
**Subject:** RE: The VIC - Traffic Mitigation

Thank you Mark,

The TIA report addressed the concern of the traffic counts. They look to all be about a year ago and post pandemic. However, the report doesn't address the existing pedestrian crossing. Neighbors have specific concerns about the trail crossing on 29<sup>th</sup> and 25<sup>th</sup>. We would be interested in any future proposals for bringing those streets up to standard.

Thank you for your responsiveness and Good Luck tonight.  
Annette Griffy and Carl Amell

Sent from [Mail](#) for Windows

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**From:** Person, Mark <mark.person@cityofvancouver.us>  
**Sent:** Tuesday, February 13, 2024 11:42:33 AM  
**To:** amgriffy@msn.com <amgriffy@msn.com>  
**Subject:** FW: The VIC - Traffic Mitigation

Hello,

Please find the transportation impact analysis for the VIC revision attached.

**Mark Person, AICP | Senior Planner**

Pronouns: he/him/his

City of Vancouver

Community Development Department

415 W 6th St. Vancouver, WA 98660

PO Box 1995 Vancouver, WA 98668-1995

**P:** 360-487-7885 **TTY:** 360-487-8602

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**From:** Nischik, Julie <Julie.Nischik@cityofvancouver.us>  
**Sent:** Tuesday, February 13, 2024 11:38 AM  
**Cc:** Kennedy, Rebecca <Rebecca.Kennedy@cityofvancouver.us>; Snodgrass, Bryan <Bryan.Snodgrass@cityofvancouver.us>; Person, Mark <mark.person@cityofvancouver.us>; Quinton, Patrick <Patrick.Quinton@cityofvancouver.us>  
**Subject:** FW: The VIC - Traffic Mitigation

Commissioners and Staff – FYI

Thanks,  
**Julie Nischik** (she/her) | Senior Support Specialist  
City of Vancouver

---

**From:** Annette Griffy <[amgriffy@msn.com](mailto:amgriffy@msn.com)>  
**Sent:** Tuesday, February 13, 2024 11:19 AM  
**To:** Planning Commission <[PlanningCommission@cityofvancouver.us](mailto:PlanningCommission@cityofvancouver.us)>  
**Subject:** The VIC - Traffic Mitigation

You don't often get email from [amgriffy@msn.com](mailto:amgriffy@msn.com). [Learn why this is important](#)

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City Planning Commission,

As a homeowner in Fisher's Landing East neighborhood, we share concerns of many residents on the traffic impacts to the existing neighborhood. The Transportation Impact Analysis (TIA) has NO offsite impacts or required mitigation.

At the first developer outreach meeting on January 29<sup>th</sup>, 2024, it was stated that the traffic study analysis report would be available for review. I haven't found the report or study on the city or developer websites. The neighborhood concern over the lack of impact improvements or mitigation stems from the TIA assumptions. Specially, the traffic study was conducted during the pandemic. Also, the analysis for accident data and warrants was over the last 5 years (as stated in the January 31<sup>st</sup> meeting), this was mostly work from home pandemic traffic. A posting of the traffic study as promised is needed for the residents to review!

The collector roads through the neighborhood were constructed to a County standard from the late 80's and 90's. Specifically, SE 29<sup>th</sup> Street from 164<sup>th</sup> to 176<sup>th</sup>, SE 25<sup>th</sup> west of 176<sup>th</sup>, and SE 176<sup>th</sup> Avenue.

There is no lighting, there are missing speed signs, and the overwide cross sections promotes speeding. Driving the speed limit on 176<sup>th</sup> I have frequently experienced being passed by speeding cars in the median. The traffic circle in 176<sup>th</sup> will be an improvement to help mitigate this behavior. Thank you! However, crossing these streets as a pedestrian is often met with long waits at the corners or park trail intersections with the roads, due to speeding traffic. With a volume increase this will become more difficult and dangerous. Are there any plans for future improvements to these specific neighborhood streets, given the sub-standard construction, higher speeds and increase in the volume of traffic?

In addition, we have concern over the height of the low rise multi-family buildings along 176<sup>th</sup>. The low rise design is appreciated, but the grading and building elevation has not been provided. Even a low rise design could be impactful to the neighborhood to the east if the grading is modified. Proposed building elevation data or preliminary grading would be appreciated, especially to the existing neighbors along 176<sup>th</sup>.

Thank you to the Planning Commission and City Staff for review of this major development in Fisher's Landing East.



Respectfully,  
Annette Griffy and Carl Amell  
17400 SE 30<sup>th</sup> Street  
Vancouver, WA 98683  
[amgriffy@msn.com](mailto:amgriffy@msn.com)

Sent from [Mail](#) for Windows

## Person, Mark

---

**From:** Nischik, Julie  
**Sent:** Tuesday, February 13, 2024 1:00 PM  
**Cc:** Kennedy, Rebecca; Snodgrass, Bryan; Person, Mark; Quinton, Patrick  
**Subject:** FW: VIC

Commissioners and staff – FYI

Thanks,  
**Julie Nischik** (she/her) | Senior Support Specialist  
City of Vancouver

---

**From:** Connor Riggs <riggscpr@gmail.com>  
**Sent:** Tuesday, February 13, 2024 12:49 PM  
**To:** Planning Commission <PlanningCommission@cityofvancouver.us>  
**Subject:** VIC

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Hello, I have the following notes/questions for the community forum:

### Permit Conditions to Seek from City

- **Construction hours:** Aim for later start times on weekends.
- **Pile driving:** No impact pile driving after XX PM. Maybe 5 PM??
- **Construction worker parking:** Require all construction worker parking to be on the property and not in neighborhoods
- **Noise permit:** Construction shall not go above XX dBA.
- **Noise mitigation:** What noise mitigation will the city require?
- **Construction hotline:** Require 24-hour hotline answered by a live person for duration of construction. Hotline person must be able to reach contractor management to address noise issues outside of allowable construction hours.

### Questions/Requests to VIC Developer

- **Open space:** Aim to maximize public open space
- **Pile driving:**
  - How many piles will be installed?
  - What is the planned duration for pile driving?
  - Will they be using impact or vibration installation? Can the city require vibing them in??

### Mitigation Requests to VIC and/or as Permit Conditions

- **Neighborhood improvements?** Are there neighborhood amenities that can be tied to the permits? Examples:
  - Street/sidewalk improvements

- Additional safety, lighting, or signage improvements

Looking forward to it. Thank you!

## Person, Mark

---

**From:** Ron <r\_rushford@comcast.net>  
**Sent:** Saturday, February 17, 2024 9:36 AM  
**To:** Person, Mark  
**Subject:** RE: Public Hearing 6:30 pm, 2/13/24 -

You don't often get email from r\_rushford@comcast.net. [Learn why this is important](#)

Dear Mark Person, Jessica Herceg Senior Planners City of Vancouver, and all it may concern,

The SEPA checklist for "the VIC Owner LLC" submitted May 5, 2023 has the following problems and inaccuracies. In the spring of 2020, international- HIG Partners with than "over 50 billion of real estate under direct management", purchased the 179-acer former HP original Techtronic's campus from SEH America, subject to zone changes. New Leaf Partners presented themselves as owner/developers of property, subject to zone changes. Recently RABINA along with New Leaf Partners has been listed as owner/developers of "Master Plan" for this high-density commercial development.

This property has been securely fenced since around 1960 and has become an unofficial wildlife preserve for migratory birds. Tens of thousands of Canada geese, fly over and land on this property on their yearly migrations. My fellow adjacent homeowners have also recorded Bald Eagles, Herons, Osprey, Owls etc., on property and flying over between LaCamas lake and Vancouver Lake. This is a critical, and diminishing, flyway for these birds! Other open spaces in Fishers landing have been eliminated further restricting The Canada geese "flyway and resting area".

### SOME OF SPACIFIC PROBLEMS WITH SUBMITTED SEPA CHECKLIST

#### A. BACKGROUND – Vancouver Innovation Center Master Plan Revision

4. date checklist prepared – May 5, 2023

11. "single family detached home will be removed from master plan".

#### B. ENVIRONMENTAL ELEMENTS

##### 5. ANIMALS

a. List any birds...observed on or near the site. - I and my neighbors informed New Leaf partners and City of Vancouver, of birds, specifically Canada geese Flyway and resting on property.

c. Is the site part of a migration route? PHS – The only PHS, I could find, supposedly, is located just east of property at 3400 SE 196<sup>th</sup> Ave. Ste 100 Camas, WA 98607, 360 244-5984. Called phone. "mailbox has not yet been set up". Is this Legitimate company?

"The Master Plan site is located within the Pacific Flyway but not known to be used as a critical stopover." Untrue! This is a critical and diminishing stopover for Canada geese etc."

d. proposed measures to preserve or enhance wildlife – "As noted in the Sept. 12, 2022, Critical Areas Memorandum prepared by PHS, there are no anticipated impacts to wildlife... as a result of the future buildout of the Master Plan." Untrue! See above.

##### 8.Land and shoreline use

i... how many people would reside or work in the completed project? – "...1,800 dwelling units... 2.46 persons per household ...estimated 4,428 residents."

“...1,703,065 square feet of non-residential building square feet ...includes 715,000 square feet existing VIC buildings...” expected to yield approximately 5,000 jobs.”

#### 14. Transportation

f. ...” City of Vancouver... “new trips... 26,982 average daily trips.”

h...” transportation impacts, -no new mitigation measures are proposed.”

Highway 14 is increasingly overburdened. If this “Master Plan” is implemented it will have a negative impact on Homeowners, the environment, Fishers Landing and all the residents of The City of Vancouver.

Please respond, in detail, to my findings and observations.

Sincerely  
Ron Rushford

Sent from [Mail](#) for Windows

---

**From:** [Person, Mark](#)  
**Sent:** Wednesday, February 14, 2024 11:17 AM  
**To:** [Ron](#)  
**Subject:** RE: Public Hearing 6:30 pm, 2/13/24 -

Mr. Rushford,

As lead agency, staff reviewed the SEPA checklist and also notified our agency partners per our process.

**Mark Person**, AICP | Senior Planner  
Pronouns: he/him/his  
City of Vancouver  
Community Development Department  
415 W 6th St. Vancouver, WA 98660  
PO Box 1995 Vancouver, WA 98668-1995  
**P:** 360-487-7885 **TTY:** 360-487-8602  
[www.cityofvancouver.us](http://www.cityofvancouver.us)



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**From:** Ron <r\_rushford@comcast.net>  
**Sent:** Wednesday, February 14, 2024 11:14 AM  
**To:** Person, Mark <mark.person@cityofvancouver.us>  
**Subject:** RE: Public Hearing 6:30 pm, 2/13/24 -

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I saw that SEPA check list was submitted but that environmental impact compliance was “differed” Please provide me with the findings if a study was completed.

Thanks

Sent from [Mail](#) for Windows

---

**From:** i  
**Sent:** Tuesday, February 13, 2024 12:25 PM  
**To:** [r\\_rushford@comcast.net](mailto:r_rushford@comcast.net)  
**Subject:** Public Hearing 6:30 pm, 2/13/24 -

Mr. Rushford,

Per our development code, a SEPA checklist was submitted and reviewed during the 2021 zone change, comprehensive plan amendment and master plan for this site. In addition, an updated SEPA checklist was submitted with this master plan revision.

Future development of the site will be within the assumption of the SEPA checklist or an updated or amended SEPA will be required.

Thank you for taking the time to comment on this application.

**Mark Person, AICP | Senior Planner**  
Pronouns: he/him/his  
City of Vancouver  
Community Development Department  
415 W 6th St. Vancouver, WA 98660  
PO Box 1995 Vancouver, WA 98668-1995  
**P:** 360-487-7885 **TTY:** 360-487-8602  
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**From:** Ron <[r\\_rushford@comcast.net](mailto:r_rushford@comcast.net)>

**Sent:** Tuesday, February 13, 2024 11:53 AM

**To:** Planning Commission <[PlanningCommission@cityofvancouver.us](mailto:PlanningCommission@cityofvancouver.us)>

**Subject:** Public Hearing 6:30 pm, 2/13/24 -

You don't often get email from [r\\_rushford@comcast.net](mailto:r_rushford@comcast.net). [Learn why this is important](#)

**CAUTION:** This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Planning Commission, City Council and all it may concern,

Revision to the VIC MASTER PLAN...approved in 2021, should be suspended subject to "required SEPA environmental impact" The zone change and sale of this "179 acre site", should not have been completed without the "required environmental impact. The Purchaser, H.I.G Partners through New Blueprint Partners and now RABINA, have "over 60 Billion of Real estate under management"

The City is not acting in the best interests of the citizens, the environment or future generations if it proceeds without following required guidelines.

"Deferring the environmental impact requirement " is a syndical way of subverting the interests of the citizens for power and profit.

Mark Person, Senior Planner, City of Vancouver, Please respond.

Thank You

Ron Rushford

## Person, Mark

---

**From:** Nischik, Julie  
**Sent:** Tuesday, February 13, 2024 12:19 PM  
**Cc:** Kennedy, Rebecca; Snodgrass, Bryan; Person, Mark; Quinton, Patrick  
**Subject:** FW: Public Hearing 6:30 pm, 2/13/24 -

Commissioners and staff – FYI

Thanks,  
**Julie Nischik** (she/her) | Senior Support Specialist  
City of Vancouver

---

**From:** Ron <r\_rushford@comcast.net>  
**Sent:** Tuesday, February 13, 2024 11:53 AM  
**To:** Planning Commission <PlanningCommission@cityofvancouver.us>  
**Subject:** Public Hearing 6:30 pm, 2/13/24 -

You don't often get email from [r\\_rushford@comcast.net](mailto:r_rushford@comcast.net). [Learn why this is important](#)

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Planning Commission, City Council and all it may concern,

Revision to the VIC MASTER PLAN...approved in 2021, should be suspended subject to “required SEPA environmental impact” The zone change and sale of this “179 acre site”, should not have been completed without the “required environmental impact. The Purchaser, H.I.G Partners through New Blueprint Partners and now RABINA, have “over 60 Billion of Real estate under management”

The City is not acting in the best interests of the citizens, the environment or future generations if it proceeds without following required guidelines.

“Deferring the environmental impact requirement “ is a syndical way of subverting the interests of the citizens for power and profit.

Mark Person, Senior Planner, City of Vancouver, Please respond.

Thank You

Ron Rushford

Sent from [Mail](#) for Windows



## Person, Mark

---

**From:** Nischik, Julie  
**Sent:** Tuesday, February 13, 2024 2:35 PM  
**Cc:** Kennedy, Rebecca; Snodgrass, Bryan; Person, Mark; Quinton, Patrick  
**Subject:** FW: Vancouver Innovation Center 2/13/2024

Commissioners and staff – FYI.

Thanks,  
**Julie Nischik** (she/her) | Senior Support Specialist  
City of Vancouver

---

**From:** Anna S <anna217@gmail.com>  
**Sent:** Tuesday, February 13, 2024 2:07 PM  
**To:** Planning Commission <PlanningCommission@cityofvancouver.us>  
**Subject:** Vancouver Innovation Center 2/13/2024

**CAUTION:** This email originated from outside of the City of Vancouver. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Members of the Planning Commission,

I am writing to express my concerns regarding the proposed changes to the Vancouver Innovation Center (VIC) and its potential impact on the surrounding infrastructure.

Firstly, I want to commend the commission for their diligent questions and consideration during the developer's presentation in 2021. It is reassuring to see such thoroughness in evaluating projects of this size.

However, I am deeply troubled by the potential consequences of the VIC expansion, particularly concerning the strain it will place on our already struggling infrastructure. The already projected increase of 28,000 daily trips resulting from the original approved VIC development is already troubling. Replacing the single family homes with additional apartment buildings and a hotel, raises significant concerns about traffic congestion and safety in our community.

Of particular concern is the city's proposed reduction of SE 34th to one lane in each direction, while simultaneously accommodating the influx of additional traffic. This decision seems counterintuitive and likely to exacerbate existing traffic issues rather than alleviate them.

As a resident invested in the long-term sustainability and livability of our city, I urge the Planning Commission to take a holistic approach to evaluating this proposal. It is crucial that the City considers not only the immediate economic benefits but also the long-term impact on infrastructure, transportation, and community well-being.

Thank you for taking the time to consider my concerns. I trust that the Planning Commission will carefully weigh all factors before reaching a decision that will shape the future of our community.

Sincerely,

Anna Smith



**Item #14.**

**TO:** Mayor and City Council

**FROM:** Eric Holmes, City Manager

**DATE:** 3/25/2024

**SUBJECT** Approval of Claim Vouchers

**Action Requested**

Approve claim vouchers for March 25, 2024.

**ATTACHMENTS:**

- ▢ Claim Vouchers for March 25, 2024

## VOUCHER APPROVAL

We, the undersigned council members of the City of Vancouver, Clark County, Washington, do hereby certify that the merchandise or services hereinafter specified have been received and that the vouchers listed below are approved for payment in the amount of:

**\$ 18,106,723.01** this 25th day of March 2024.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
COUNCILMEMBER

\_\_\_\_\_  
AUDITING OFFICER

\_\_\_\_\_  
COUNCILMEMBER

| DATE                            | INCLUSIVE CHECK NUMBERS                | CHECK TOTAL             |
|---------------------------------|----------------------------------------|-------------------------|
| March 04, 2024 - March 17, 2024 | Accounts Payable Checks (see attached) | \$ 13,886,051.80        |
| March 04, 2024 - March 17, 2024 | Hansen City Payments (see attached)    | \$ 11,879.24            |
| March 04, 2024 - March 17, 2024 | Visa Refunds (see attached)            | \$ 4,842.00             |
| March 04, 2024 - March 17, 2024 | Payroll Checks (see attached)          | \$ 4,203,949.97         |
|                                 |                                        |                         |
| <b>TOTAL</b>                    |                                        | <b>\$ 18,106,723.01</b> |

# INVOICE PAYMENTS REPORT

| Payment Category | Payment Type | Transaction Reference | Payment Date | Payment Amount | Payment Payee                                                                | Memo |  |
|------------------|--------------|-----------------------|--------------|----------------|------------------------------------------------------------------------------|------|--|
| Supplier Payment | Check        | 17263                 | 3/6/2024     | 429.00         | Accurate Corporate Services Inc                                              |      |  |
| Supplier Payment | Check        | 17264                 | 3/6/2024     | 17,651.25      | Action Onsite Inc                                                            |      |  |
| Supplier Payment | Check        | 17265                 | 3/6/2024     | 11,036.25      | Afghan Associates Inc                                                        |      |  |
| Supplier Payment | Check        | 17266                 | 3/6/2024     | 798.00         | Allegheny Answering Services                                                 |      |  |
| Supplier Payment | Check        | 17267                 | 3/6/2024     | 2,862.00       | Allegis Group Holdings Inc - Remit-To: TekSystems Inc - Atlanta              |      |  |
| Supplier Payment | Check        | 17268                 | 3/6/2024     | 100.00         | American Medical Response Northwest Inc - Remit-To: AMR - Vancouver          |      |  |
| Supplier Payment | Check        | 17269                 | 3/6/2024     | 145.02         | Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena          |      |  |
| Supplier Payment | Check        | 17270                 | 3/6/2024     | 30,126.23      | Arborscape Ltd Inc                                                           |      |  |
| Supplier Payment | Check        | 17271                 | 3/6/2024     | 86.46          | AT & T Mobility II LLC                                                       |      |  |
| Supplier Payment | Check        | 17272                 | 3/6/2024     | 10,048.37      | AT & T Mobility II LLC                                                       |      |  |
| Supplier Payment | Check        | 17273                 | 3/6/2024     | 400.00         | Bradford Davis                                                               |      |  |
| Supplier Payment | Check        | 17274                 | 3/6/2024     | 8,285.50       | BSK Associates - Remit-To: Supplier BSK Associates                           |      |  |
| Supplier Payment | Check        | 17275                 | 3/6/2024     | 91,308.00      | Carahsoft Technology                                                         |      |  |
| Supplier Payment | Check        | 17276                 | 3/6/2024     | 11,027.08      | CECO Inc                                                                     |      |  |
| Supplier Payment | Check        | 17277                 | 3/6/2024     | 670.87         | Cellco Partnership - Remit-To: Cellco - Dallas                               |      |  |
| Supplier Payment | Check        | 17278                 | 3/6/2024     | 16,484.12      | CFM Strategic Communications, Inc.                                           |      |  |
| Supplier Payment | Check        | 17279                 | 3/6/2024     | 1,444.17       | Chicago Title Company of WA                                                  |      |  |
| Supplier Payment | Check        | 17280                 | 3/6/2024     | 2,763.46       | Chinook Restoration                                                          |      |  |
| Supplier Payment | Check        | 17281                 | 3/6/2024     | 2,500.00       | Clark County Historical Society                                              |      |  |
| Supplier Payment | Check        | 17282                 | 3/6/2024     | 400.00         | Clark County Title Company - Remit-To: Clark County - Reconveyance Fees      |      |  |
| Supplier Payment | Check        | 17283                 | 3/6/2024     | 1,868.54       | Clark Public Utility District No. 1                                          |      |  |
| Supplier Payment | Check        | 17284                 | 3/6/2024     | 17,000.00      | Clark Public Utility District No. 1                                          |      |  |
| Supplier Payment | Check        | 17285                 | 3/6/2024     | 58,261.79      | Clary Longview LLC                                                           |      |  |
| Supplier Payment | Check        | 17286                 | 3/6/2024     | 215.46         | Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry |      |  |
| Supplier Payment | Check        | 17287                 | 3/6/2024     | 193.33         | Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry |      |  |
| Supplier Payment | Check        | 17288                 | 3/6/2024     | 4,924.74       | Conсор North America Inc                                                     |      |  |
| Supplier Payment | Check        | 17289                 | 3/6/2024     | 1,296.48       | Continuant, Inc.                                                             |      |  |
| Supplier Payment | Check        | 17290                 | 3/6/2024     | 370.66         | Courier Northwest                                                            |      |  |
| Supplier Payment | Check        | 17291                 | 3/6/2024     | 547.80         | CyberSource Corporation - Remit-To: CyberSource - Los Angeles                |      |  |
| Supplier Payment | Check        | 17292                 | 3/6/2024     | 3,820.00       | David Corey PHD PC                                                           |      |  |
| Supplier Payment | Check        | 17293                 | 3/6/2024     | 869.60         | Day Management Corp - Remit-To: Day Wireless - Milwaukee                     |      |  |
| Supplier Payment | Check        | 17294                 | 3/6/2024     | 268.00         | Dex Media West                                                               |      |  |
| Supplier Payment | Check        | 17295                 | 3/6/2024     | 6,917.00       | Echo Electric LLC                                                            |      |  |
| Supplier Payment | Check        | 17296                 | 3/6/2024     | 8,199.17       | Epic Land Solutions, Inc.                                                    |      |  |
| Supplier Payment | Check        | 17297                 | 3/6/2024     | 8,813.25       | Erickson Structural Consulting Engineers                                     |      |  |
| Supplier Payment | Check        | 17298                 | 3/6/2024     | 627.48         | Esix Sportswear                                                              |      |  |
| Supplier Payment | Check        | 17299                 | 3/6/2024     | 20,543.97      | Ferguson Enterprises - Remit-To: Ferguson - Dallas                           |      |  |
| Supplier Payment | Check        | 17300                 | 3/6/2024     | 11,026.80      | FFA Architecture and Interiors, Inc                                          |      |  |
| Supplier Payment | Check        | 17301                 | 3/6/2024     | 13,022.97      | Fire Mountain Farms Inc                                                      |      |  |
| Supplier Payment | Check        | 17302                 | 3/6/2024     | 520.00         | Frank Woodbery                                                               |      |  |
| Supplier Payment | Check        | 17303                 | 3/6/2024     | 2,824.02       | Genuine Parts Company - Remit-To: NAPA - Vancouver                           |      |  |
| Supplier Payment | Check        | 17304                 | 3/6/2024     | 9,764.30       | Howmedica Osteonics Corp                                                     |      |  |
| Supplier Payment | Check        | 17305                 | 3/6/2024     | 9,995.00       | HSRE Oakmont TRS LLC                                                         |      |  |
| Supplier Payment | Check        | 17306                 | 3/6/2024     | 222.84         | J-2 Blueprint Supply Co.                                                     |      |  |
| Supplier Payment | Check        | 17307                 | 3/6/2024     | 800.00         | John A. Blackburn                                                            |      |  |
| Supplier Payment | Check        | 17308                 | 3/6/2024     | 9,506.00       | Kearns & West Inc                                                            |      |  |
| Supplier Payment | Check        | 17309                 | 3/6/2024     | 2,520.75       | Keller Associates Inc                                                        |      |  |
| Supplier Payment | Check        | 17310                 | 3/6/2024     | 6,294.65       | Kittelson & Associates Inc                                                   |      |  |
| Supplier Payment | Check        | 17311                 | 3/6/2024     | 1,108.07       | L.N. Curtis & Sons - Remit-To: Supplier L.N. Curtis & Sons                   |      |  |
| Supplier Payment | Check        | 17312                 | 3/6/2024     | 106,680.80     | Lakeside Industries Inc - Remit-To: Lakeside - LB Seattle                    |      |  |
| Supplier Payment | Check        | 17313                 | 3/6/2024     | 3,424.20       | Loomis Armored US LLC - Remit-To: Loomis - Palatine                          |      |  |
| Supplier Payment | Check        | 17314                 | 3/6/2024     | 728.30         | Mark IV Enterprises Inc                                                      |      |  |
| Supplier Payment | Check        | 17315                 | 3/6/2024     | 1,500.00       | Message Gears LLC                                                            |      |  |

\*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

# INVOICE PAYMENTS REPORT

| Payment Category | Payment Type | Transaction Reference | Payment Date | Payment Amount | Payment Payee                                                                                   | Memo |  |
|------------------|--------------|-----------------------|--------------|----------------|-------------------------------------------------------------------------------------------------|------|--|
| Supplier Payment | Check        | 17316                 | 3/6/2024     | 2,703.10       | Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago             |      |  |
| Supplier Payment | Check        | 17317                 | 3/6/2024     | 890.25         | National Safety Inc                                                                             |      |  |
| Supplier Payment | Check        | 17318                 | 3/6/2024     | 13,969.05      | Nelson Nygaard Consulting Associates Inc - Remit-To: Nelson Nygaard Consulting Associates Inc   |      |  |
| Supplier Payment | Check        | 17319                 | 3/6/2024     | 100.00         | North Clark Historical Museum                                                                   |      |  |
| Supplier Payment | Check        | 17320                 | 3/6/2024     | 26,490.72      | Northwest Natural Gas Company - Remit-To: NW Natural - Portland                                 |      |  |
| Supplier Payment | Check        | 17321                 | 3/6/2024     | 21,763.48      | Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources                       |      |  |
| Supplier Payment | Check        | 17322                 | 3/6/2024     | 53,680.41      | Nwestco LLC                                                                                     |      |  |
| Supplier Payment | Check        | 17323                 | 3/6/2024     | 6,093.98       | Pacific Apex Construction LLC                                                                   |      |  |
| Supplier Payment | Check        | 17324                 | 3/6/2024     | 458.28         | Parametrix, Inc                                                                                 |      |  |
| Supplier Payment | Check        | 17325                 | 3/6/2024     | 70.00          | Porter W Yett Company                                                                           |      |  |
| Supplier Payment | Check        | 17326                 | 3/6/2024     | 35.00          | Portland Adventist Medical Center                                                               |      |  |
| Supplier Payment | Check        | 17327                 | 3/6/2024     | 17,553.96      | Portland Mechanical Construction LLC                                                            |      |  |
| Supplier Payment | Check        | 17328                 | 3/6/2024     | 13,298.58      | PPC Solutions Inc                                                                               |      |  |
| Supplier Payment | Check        | 17329                 | 3/6/2024     | 3,014.25       | PR Lifting LLC                                                                                  |      |  |
| Supplier Payment | Check        | 17330                 | 3/6/2024     | 14,964.24      | Proforce Marketing Inc                                                                          |      |  |
| Supplier Payment | Check        | 17331                 | 3/6/2024     | 630.00         | Quality Counts LLC                                                                              |      |  |
| Supplier Payment | Check        | 17332                 | 3/6/2024     | 12,635.00      | Rapid Response Bio Clean Inc.                                                                   |      |  |
| Supplier Payment | Check        | 17333                 | 3/6/2024     | 1,272.11       | Resolute Documentation Services                                                                 |      |  |
| Supplier Payment | Check        | 17334                 | 3/6/2024     | 8,259.06       | Retail Lockbox Inc                                                                              |      |  |
| Supplier Payment | Check        | 17335                 | 3/6/2024     | 8,246.00       | SafeFire LLC                                                                                    |      |  |
| Supplier Payment | Check        | 17336                 | 3/6/2024     | 457.50         | Shred Northwest Inc.                                                                            |      |  |
| Supplier Payment | Check        | 17337                 | 3/6/2024     | 208.06         | Shrums Pest Control                                                                             |      |  |
| Supplier Payment | Check        | 17338                 | 3/6/2024     | 1,253.23       | Software House International SHI - Remit-To: SHI - Dallas                                       |      |  |
| Supplier Payment | Check        | 17339                 | 3/6/2024     | 3,471.85       | Southwest Clean Air Agency                                                                      |      |  |
| Supplier Payment | Check        | 17340                 | 3/6/2024     | 8,000.00       | Southwest Washington Equity Coalition                                                           |      |  |
| Supplier Payment | Check        | 17341                 | 3/6/2024     | 25,850.00      | Southwest Washington Humane Society                                                             |      |  |
| Supplier Payment | Check        | 17342                 | 3/6/2024     | 5,930.04       | SP Plus Corporation                                                                             |      |  |
| Supplier Payment | Check        | 17343                 | 3/6/2024     | 10.48          | State of Oregon Department of Transportation - Remit-To: OR DMV - Salem                         |      |  |
| Supplier Payment | Check        | 17344                 | 3/6/2024     | 36,332.50      | State of Washington Department of Ecology - Remit-To: State of Washington Department of Ecology |      |  |
| Supplier Payment | Check        | 17345                 | 3/6/2024     | 300.00         | State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit                     |      |  |
| Supplier Payment | Check        | 17346                 | 3/6/2024     | 2,765.40       | State of Washington Department of Transportation                                                |      |  |
| Supplier Payment | Check        | 17347                 | 3/6/2024     | 13.22          | Stericycle Inc - Remit-To: Shred-It                                                             |      |  |
| Supplier Payment | Check        | 17348                 | 3/6/2024     | 13.24          | Stericycle Inc - Remit-To: Shred-It                                                             |      |  |
| Supplier Payment | Check        | 17349                 | 3/6/2024     | 896.79         | Sunbelt Controls Inc - Remit-To: Sunbelt Controls - Pasadena                                    |      |  |
| Supplier Payment | Check        | 17350                 | 3/6/2024     | 53,405.50      | Tapani Electric, LLC                                                                            |      |  |
| Supplier Payment | Check        | 17351                 | 3/6/2024     | 5,823.50       | The Loudenback Corporation                                                                      |      |  |
| Supplier Payment | Check        | 17352                 | 3/6/2024     | 298.93         | Towing & Recovering Services Inc                                                                |      |  |
| Supplier Payment | Check        | 17353                 | 3/6/2024     | 1,505.82       | Transunion Risk & Alternative Data Solutions Inc                                                |      |  |
| Supplier Payment | Check        | 17354                 | 3/6/2024     | 320.00         | United States Postal Service - Remit-To: United States Postal Service Caples                    |      |  |
| Supplier Payment | Check        | 17355                 | 3/6/2024     | 8,715.02       | USIQ, Inc                                                                                       |      |  |
| Supplier Payment | Check        | 17356                 | 3/6/2024     | 694.17         | Vancouver Lions Club                                                                            |      |  |
| Supplier Payment | Check        | 17357                 | 3/6/2024     | 6,532.29       | Vector Solutions                                                                                |      |  |
| Supplier Payment | Check        | 17358                 | 3/6/2024     | 12,300.00      | Wahl and Associates LLC                                                                         |      |  |
| Supplier Payment | Check        | 17359                 | 3/6/2024     | 612.75         | Walter E Nelson Company                                                                         |      |  |
| Supplier Payment | Check        | 17360                 | 3/6/2024     | 330.00         | Washington Association of Municipal Attorneys                                                   |      |  |
| Supplier Payment | Check        | 17361                 | 3/6/2024     | 6,578.20       | Waste Connections of Washington - Remit-To: Waste Connections - Vancouver                       |      |  |
| Supplier Payment | Check        | 17362                 | 3/6/2024     | 4,705.34       | Wex Bank                                                                                        |      |  |
| Supplier Payment | Check        | 17363                 | 3/6/2024     | 1,083.68       | Yakima County                                                                                   |      |  |

\*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

# INVOICE PAYMENTS REPORT

| Payment Category      | Payment Type | Transaction Reference | Payment Date | Payment Amount | Payment Payee                                             | Memo                                                            |  |
|-----------------------|--------------|-----------------------|--------------|----------------|-----------------------------------------------------------|-----------------------------------------------------------------|--|
| Supplier Payment      | Check        | 17364                 | 3/6/2024     | 2,282.68       | Zayo Group Holding Inc - Remit-To: Zayo Group Holding Inc |                                                                 |  |
| Miscellaneous Payment | Check        | 17365                 | 3/6/2024     | 858.20         | Adam Gibson                                               | LEP payment refund Feb. 2024                                    |  |
| Miscellaneous Payment | Check        | 17366                 | 3/6/2024     | 30.00          | Ana Chaud                                                 | Refund Parking Fee Lot 18 P3                                    |  |
| Miscellaneous Payment | Check        | 17367                 | 3/6/2024     | 30.00          | Andrew Fortner                                            | Refund Parking Fee Lot 18 P3                                    |  |
| Miscellaneous Payment | Check        | 17368                 | 3/6/2024     | 30.00          | Anne E. Haley                                             | Refund Parking Fee Lot 18 P3                                    |  |
| Miscellaneous Payment | Check        | 17369                 | 3/6/2024     | 30.00          | Brooks Beaudoin                                           | Refund Parking Fee Lot 18 P3                                    |  |
| Miscellaneous Payment | Check        | 17370                 | 3/6/2024     | 150.00         | Carol Dickey                                              | Refund Parking Fee Lot 18 P3                                    |  |
| Miscellaneous Payment | Check        | 17371                 | 3/6/2024     | 30.00          | Chung Cheung                                              | Refund Parking Fee Lot 18 P3                                    |  |
| Miscellaneous Payment | Check        | 17372                 | 3/6/2024     | 30.00          | Claudia Rosenthal                                         | Refund Parking Fee Lot 18 P3                                    |  |
| Miscellaneous Payment | Check        | 17373                 | 3/6/2024     | 30.00          | Colleen VanRisseghem                                      | Refund Parking Fee Lot 18 P3                                    |  |
| Miscellaneous Payment | Check        | 17374                 | 3/6/2024     | 937.04         | Columbia Tech Center                                      | CMI-350353 (jobsite: 17205 SE Mill Plain Blvd)                  |  |
| Miscellaneous Payment | Check        | 17375                 | 3/6/2024     | 78.14          | CTM Electric                                              | MPE-342568 (jobsite: 400 NE 112th Ave.)                         |  |
| Miscellaneous Payment | Check        | 17376                 | 3/6/2024     | 2,473.40       | C-Tran                                                    | Refund of duplicate payment to invoice #77060049                |  |
| Miscellaneous Payment | Check        | 17377                 | 3/6/2024     | 442.73         | Davani Mahood                                             | RES-350004 (jobsite: 13402 SE SILVER CIR)                       |  |
| Miscellaneous Payment | Check        | 17378                 | 3/6/2024     | 30.00          | David Hauser                                              | Refund Parking Fee Lot 18 P3                                    |  |
| Miscellaneous Payment | Check        | 17379                 | 3/6/2024     | 1,136.55       | Eric Kim & Sue Kim                                        | RES-344115 (jobsite: 9713 SE Evergreen Hwy)                     |  |
| Miscellaneous Payment | Check        | 17380                 | 3/6/2024     | 379.50         | Ethan Ogdee                                               |                                                                 |  |
| Miscellaneous Payment | Check        | 17382                 | 3/6/2024     | 30.00          | Gerald Murray                                             | Refund Parking Fee Lot 18 P3                                    |  |
| Miscellaneous Payment | Check        | 17383                 | 3/6/2024     | 60.00          | Henry C Louderbough                                       | Refund Parking Fee Lot 18 P3                                    |  |
| Miscellaneous Payment | Check        | 17384                 | 3/6/2024     | 30.00          | Isabel Lomas                                              | Refund Parking Fee Lot 18 P3                                    |  |
| Miscellaneous Payment | Check        | 17385                 | 3/6/2024     | 30.00          | Jace Schumacher                                           | Refund Parking Fee Lot 18 P3                                    |  |
| Miscellaneous Payment | Check        | 17386                 | 3/6/2024     | 30.00          | Janice Snyder                                             | Refund Parking Fee Lot 18 P3                                    |  |
| Miscellaneous Payment | Check        | 17387                 | 3/6/2024     | 30.00          | Jeffrey Miller                                            | Refund Parking Fee Lot 18 P3                                    |  |
| Miscellaneous Payment | Check        | 17388                 | 3/6/2024     | 30.00          | Jeff Shull                                                | Refund Parking Fee Lot 18 P3                                    |  |
| Miscellaneous Payment | Check        | 17389                 | 3/6/2024     | 30.00          | Joe Tanner                                                | Refund Parking Fee Lot 18 P3                                    |  |
| Miscellaneous Payment | Check        | 17390                 | 3/6/2024     | 30.00          | Johnathan K. Goodall                                      | Refund Parking Fee Lot 18 P3                                    |  |
| Miscellaneous Payment | Check        | 17391                 | 3/6/2024     | 30.00          | Jose Lopez II                                             | Refund Parking Fee Lot 18 P3                                    |  |
| Miscellaneous Payment | Check        | 17392                 | 3/6/2024     | 30.00          | Joyce Kania                                               | Refund Parking Fee Lot 18 P3                                    |  |
| Miscellaneous Payment | Check        | 17393                 | 3/6/2024     | 30.00          | Judith Iams                                               | Refund Parking Fee Lot 18 P3                                    |  |
| Miscellaneous Payment | Check        | 17394                 | 3/6/2024     | 30.00          | Kathryn Jorgeson                                          | Refund Parking Fee Lot 18 P3                                    |  |
| Miscellaneous Payment | Check        | 17395                 | 3/6/2024     | 30.00          | Kathryn Te Selle                                          | Refund Parking Fee Lot 18 P3                                    |  |
| Miscellaneous Payment | Check        | 17396                 | 3/6/2024     | 30.00          | Leticia Klee                                              | Refund Parking Fee Lot 18 P3                                    |  |
| Miscellaneous Payment | Check        | 17397                 | 3/6/2024     | 30.00          | Linda Reid                                                | Refund Parking Fee Lot 18 P3                                    |  |
| Miscellaneous Payment | Check        | 17398                 | 3/6/2024     | 8,225.00       | Lucky's Roadhouse                                         | Refund Business License Fee - Customer is not within COV Limits |  |
| Miscellaneous Payment | Check        | 17399                 | 3/6/2024     | 30.00          | Marwan Adjaj                                              | Refund Parking Fee Lot 18 P3                                    |  |
| Miscellaneous Payment | Check        | 17400                 | 3/6/2024     | 30.00          | Mary Peck                                                 | Refund Parking Fee Lot 18 P3                                    |  |
| Miscellaneous Payment | Check        | 17401                 | 3/6/2024     | 30.00          | Michael Hoover                                            | Refund Parking Fee Lot 18 P3                                    |  |
| Miscellaneous Payment | Check        | 17402                 | 3/6/2024     | 30.00          | Michael Hoover                                            | Refund Parking Fee Lot 18 P3                                    |  |
| Miscellaneous Payment | Check        | 17403                 | 3/6/2024     | 30.00          | Michael Keys                                              | Refund Parking Fee Lot 18 P3                                    |  |
| Miscellaneous Payment | Check        | 17404                 | 3/6/2024     | 30.00          | Michael N. Williams                                       | Refund Parking Fee Lot 18 P3                                    |  |
| Miscellaneous Payment | Check        | 17405                 | 3/6/2024     | 30.00          | Michael Phillips                                          | Refund Parking Fee Lot 18 P3                                    |  |
| Miscellaneous Payment | Check        | 17406                 | 3/6/2024     | 1,444.44       | NewJee LLC d/b/a Hyphn                                    | Claim Payment - DOI: 10/07/2023 - Risk                          |  |
| Miscellaneous Payment | Check        | 17407                 | 3/6/2024     | 55.75          | Pacific Lifestyle Homes Inc.                              | SWR-338919 (overage for 2nd payment)                            |  |
| Miscellaneous Payment | Check        | 17408                 | 3/6/2024     | 30.00          | Pamela Douglas                                            | Refund Parking Fee Lot 18 P3                                    |  |
| Miscellaneous Payment | Check        | 17409                 | 3/6/2024     | 30.00          | Pamela Jones                                              | Refund Parking Fee Lot 18 P3                                    |  |
| Miscellaneous Payment | Check        | 17410                 | 3/6/2024     | 30.00          | Pamela Jones                                              | Refund Parking Fee Lot 18 P3                                    |  |
| Miscellaneous Payment | Check        | 17411                 | 3/6/2024     | 30.00          | Richard Krebs                                             | Refund Parking Fee Lot 18 P3                                    |  |
| Miscellaneous Payment | Check        | 17412                 | 3/6/2024     | 30.00          | Ryan Furrer                                               | Refund Parking Fee Lot 18 P3                                    |  |
| Miscellaneous Payment | Check        | 17413                 | 3/6/2024     | 60.00          | Sergio Salomone Montes                                    | Refund Parking Fee Lot 18 P3                                    |  |

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# INVOICE PAYMENTS REPORT

| Payment Category      | Payment Type | Transaction Reference | Payment Date | Payment Amount | Payment Payee                                                           | Memo                                                 |  |
|-----------------------|--------------|-----------------------|--------------|----------------|-------------------------------------------------------------------------|------------------------------------------------------|--|
| Miscellaneous Payment | Check        | 17414                 | 3/6/2024     | 30.00          | Steven Wong                                                             | Refund Parking Fee Lot 18 P3                         |  |
| Miscellaneous Payment | Check        | 17415                 | 3/6/2024     | 30.00          | Susan Turgeon                                                           | Refund Parking Fee Lot 18 P3                         |  |
| Miscellaneous Payment | Check        | 17416                 | 3/6/2024     | 30.00          | Victoria C Johnson                                                      | Refund Parking Fee Lot 18 P3                         |  |
| Miscellaneous Payment | Check        | 17417                 | 3/6/2024     | 30.00          | William Szobonya                                                        | Refund Parking Fee Lot 18 P3                         |  |
| Miscellaneous Payment | Check        | 17418                 | 3/6/2024     | 25,777.36      | Wolf Industries                                                         | CMI Applications (jobsites: 3518 O Street Units A-G) |  |
| Miscellaneous Payment | Check        | 17419                 | 3/6/2024     | 352.36         | Zeeba Toolaabee                                                         | Refund of Parking Permit no longer needed.           |  |
| Ad Hoc Payment        | Check        | 17420                 | 3/6/2024     | 190.00         | Alipress,Shannon                                                        | Utility Refunds: 0115000094-02                       |  |
| Ad Hoc Payment        | Check        | 17421                 | 3/6/2024     | 3.98           | Brown,Garrett or Abigail                                                | Utility Refunds: 0024007300-07                       |  |
| Ad Hoc Payment        | Check        | 17422                 | 3/6/2024     | 44.19          | Christine Lee Peake, Personal Rep of the Estate of, Sherri Ann Hamilton | Utility Refunds: 0071085400-06                       |  |
| Ad Hoc Payment        | Check        | 17423                 | 3/6/2024     | 194.20         | Doze,Justin                                                             | Utility Refunds: 0028016300-02                       |  |
| Ad Hoc Payment        | Check        | 17424                 | 3/6/2024     | 219.64         | Eminic,Ibro                                                             | Utility Refunds: 0500003840-02                       |  |
| Ad Hoc Payment        | Check        | 17425                 | 3/6/2024     | 25,615.41      | Evergreen Village                                                       | Utility Refunds: 0088000210-00                       |  |
| Ad Hoc Payment        | Check        | 17426                 | 3/6/2024     | 7,733.72       | Evergreen Village                                                       | Utility Refunds: 0088000210-00                       |  |
| Ad Hoc Payment        | Check        | 17427                 | 3/6/2024     | 233.65         | Furnanz,Timothy or Kayla                                                | Utility Refunds: 0500004403-02                       |  |
| Ad Hoc Payment        | Check        | 17428                 | 3/6/2024     | 118.89         | Gordon T and Mary Dearey Trustees of the Dreary,Living Trust            | Utility Refunds: 0022083410-08                       |  |
| Ad Hoc Payment        | Check        | 17429                 | 3/6/2024     | 226.86         | Johnson,Randolph or Lisa                                                | Utility Refunds: 0000001184-04                       |  |
| Ad Hoc Payment        | Check        | 17430                 | 3/6/2024     | 109.61         | Maria Edith or Michael Ryan Ferguson                                    | Utility Refunds: 0087049564-03                       |  |
| Ad Hoc Payment        | Check        | 17431                 | 3/6/2024     | 498.57         | Mayorga,Randy                                                           | Utility Refunds: 0107009010-01                       |  |
| Ad Hoc Payment        | Check        | 17432                 | 3/6/2024     | 41.78          | Mounce,Eli or Michelle                                                  | Utility Refunds: 0071032900-04                       |  |
| Ad Hoc Payment        | Check        | 17433                 | 3/6/2024     | 74.94          | Nathan D Short                                                          | Utility Refunds: 0040000400-06                       |  |
| Ad Hoc Payment        | Check        | 17434                 | 3/6/2024     | 465.85         | Personal Property Management                                            | Utility Refunds: 0054025000-04                       |  |
| Ad Hoc Payment        | Check        | 17435                 | 3/6/2024     | 47.69          | Peter P Aleman or Christine M Johnson                                   | Utility Refunds: 0124001032-02                       |  |
| Ad Hoc Payment        | Check        | 17436                 | 3/6/2024     | 50.63          | Sheasby,Amy or Robert                                                   | Utility Refunds: 0126002470-04                       |  |
| Ad Hoc Payment        | Check        | 17437                 | 3/6/2024     | 6,925.88       | Social and Health Services                                              | Utility Refunds: 0002005101-00                       |  |
| Ad Hoc Payment        | Check        | 17438                 | 3/6/2024     | 145.75         | The Estate of Patsy Lee Fox                                             | Utility Refunds: 0038008900-02                       |  |
| Ad Hoc Payment        | Check        | 17439                 | 3/6/2024     | 272.16         | The Hans Revocable Living Trust                                         | Utility Refunds: 0500001474-02                       |  |
| Ad Hoc Payment        | Check        | 17440                 | 3/6/2024     | 174.00         | Whitmire,Kayla or Joshua                                                | Utility Refunds: 0006074023-06                       |  |
| Supplier Payment      | Check        | 17441                 | 3/8/2024     | 6,274.19       | Aflac                                                                   |                                                      |  |
| Supplier Payment      | Check        | 17442                 | 3/8/2024     | 5,956.17       | AFSCME Local #307                                                       |                                                      |  |
| Supplier Payment      | Check        | 17443                 | 3/8/2024     | 334.00         | California State Disbursement Unit                                      |                                                      |  |
| Supplier Payment      | Check        | 17444                 | 3/8/2024     | 1,033.50       | Chapter 13 - Trustee                                                    |                                                      |  |
| Supplier Payment      | Check        | 17445                 | 3/8/2024     | 491.00         | Hawaii SDU                                                              |                                                      |  |
| Supplier Payment      | Check        | 17446                 | 3/8/2024     | 830.25         | IAM Local #1374                                                         |                                                      |  |
| Supplier Payment      | Check        | 17447                 | 3/8/2024     | 8,853.23       | Life Insurance Company of North America                                 |                                                      |  |
| Supplier Payment      | Check        | 17448                 | 3/8/2024     | 1,000.00       | MFS Service Center Inc                                                  |                                                      |  |
| Supplier Payment      | Check        | 17449                 | 3/8/2024     | 4,270.13       | OPEIU Local #11                                                         |                                                      |  |
| Supplier Payment      | Check        | 17450                 | 3/8/2024     | 724.50         | Teamsters Local #58                                                     |                                                      |  |
| Supplier Payment      | Check        | 17451                 | 3/8/2024     | 280.00         | UA Local #290                                                           |                                                      |  |
| Supplier Payment      | Check        | 17452                 | 3/8/2024     | 2,781.60       | Western Conference of Teamsters                                         |                                                      |  |
| Supplier Payment      | Check        | 17453                 | 3/8/2024     | 1,094.34       | Western Metal Industry Pension Plan                                     |                                                      |  |
| Ad Hoc Payment        | Check        | 17454                 | 3/13/2024    | 59.54          | Asano,Chiharu                                                           | Utility Refunds: 0078060000-07                       |  |
| Ad Hoc Payment        | Check        | 17455                 | 3/13/2024    | 233.83         | Castell,Michael                                                         | Utility Refunds: 0067049500-03                       |  |
| Ad Hoc Payment        | Check        | 17456                 | 3/13/2024    | 23.06          | Clark,Sheri                                                             | Utility Refunds: 0109005256-05                       |  |
| Ad Hoc Payment        | Check        | 17457                 | 3/13/2024    | 29.56          | Coad,Michael                                                            | Utility Refunds: 0500001285-02                       |  |
| Ad Hoc Payment        | Check        | 17458                 | 3/13/2024    | 68.59          | Cordova,Jason                                                           | Utility Refunds: 0146002940-03                       |  |
| Ad Hoc Payment        | Check        | 17459                 | 3/13/2024    | 142.93         | Darr,Bryce                                                              | Utility Refunds: 0150009006-01                       |  |
| Ad Hoc Payment        | Check        | 17460                 | 3/13/2024    | 133.54         | Dobbs,Sabrina                                                           | Utility Refunds: 0112097306-02                       |  |
| Ad Hoc Payment        | Check        | 17461                 | 3/13/2024    | 215.15         | Donovan Cunningham or Elizabeth Schultz                                 | Utility Refunds: 0108006118-10                       |  |
| Ad Hoc Payment        | Check        | 17462                 | 3/13/2024    | 104.31         | Fedorko,Melissa                                                         | Utility Refunds: 0017060100-06                       |  |
| Ad Hoc Payment        | Check        | 17463                 | 3/13/2024    | 30.23          | Fox,Kristina                                                            | Utility Refunds: 0031004400-05                       |  |
| Ad Hoc Payment        | Check        | 17464                 | 3/13/2024    | 20.56          | Gallagher,Troy or Debi                                                  | Utility Refunds: 0000006455-02                       |  |
| Ad Hoc Payment        | Check        | 17465                 | 3/13/2024    | 278.94         | Gladys Lora or Kay Jolivet                                              | Utility Refunds: 0025043100-03                       |  |

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# INVOICE PAYMENTS REPORT

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|-----------------------|--------------|-----------------------|--------------|----------------|----------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|--|
| Ad Hoc Payment        | Check        | 17466                 | 3/13/2024    | 43.04          | Gym Properties LLC                                                                     | Utility Refunds: 0500002093-06                                                      |  |
| Ad Hoc Payment        | Check        | 17467                 | 3/13/2024    | 95.53          | Hanson, Aaron                                                                          | Utility Refunds: 0127010970-07                                                      |  |
| Ad Hoc Payment        | Check        | 17468                 | 3/13/2024    | 175.00         | Huai Jen Hsu or Hsiu Man Lin                                                           | Utility Refunds: 0159027000-04                                                      |  |
| Ad Hoc Payment        | Check        | 17469                 | 3/13/2024    | 106.06         | Johnson, Adam or Karen                                                                 | Utility Refunds: 0111011000-04                                                      |  |
| Ad Hoc Payment        | Check        | 17470                 | 3/13/2024    | 144.95         | Kaneshiro, Adam or Nancy                                                               | Utility Refunds: 0131008282-04                                                      |  |
| Ad Hoc Payment        | Check        | 17471                 | 3/13/2024    | 36.56          | Kelly, Benjamin                                                                        | Utility Refunds: 0067020586-25                                                      |  |
| Ad Hoc Payment        | Check        | 17472                 | 3/13/2024    | 28.02          | Miller, Jarred or Caitlyn                                                              | Utility Refunds: 0063100031-15                                                      |  |
| Ad Hoc Payment        | Check        | 17473                 | 3/13/2024    | 170.94         | Northwest Warehouse LLC                                                                | Utility Refunds: 0500005921-01<br>Consolidated refund created from multiple refunds |  |
| Ad Hoc Payment        | Check        | 17474                 | 3/13/2024    | 132.09         | Olea, Joe or Vanessa                                                                   | Utility Refunds: 0118015170-03                                                      |  |
| Ad Hoc Payment        | Check        | 17475                 | 3/13/2024    | 59.06          | Patrick Luft or Bonnie-Sue Carter                                                      | Utility Refunds: 0000007000-02                                                      |  |
| Ad Hoc Payment        | Check        | 17476                 | 3/13/2024    | 170.40         | Pere, Ma                                                                               | Utility Refunds: 0002000111-02                                                      |  |
| Ad Hoc Payment        | Check        | 17477                 | 3/13/2024    | 33.56          | Potorski, Christine or Joseph                                                          | Utility Refunds: 0000006702-02                                                      |  |
| Ad Hoc Payment        | Check        | 17478                 | 3/13/2024    | 36.79          | Richmond American Homes or Oregon Inc                                                  | Utility Refunds: 0500006326-01                                                      |  |
| Ad Hoc Payment        | Check        | 17479                 | 3/13/2024    | 158.06         | SCRIP Operating - WA                                                                   | Utility Refunds: 0000006811-02                                                      |  |
| Ad Hoc Payment        | Check        | 17480                 | 3/13/2024    | 178.42         | Skyline Transport Group                                                                | Utility Refunds: 0500005921-01<br>Consolidated refund created from multiple refunds |  |
| Ad Hoc Payment        | Check        | 17481                 | 3/13/2024    | 168.57         | Smith, Faye E                                                                          | Utility Refunds: 0034026700-18<br>Consolidated refund created from multiple refunds |  |
| Ad Hoc Payment        | Check        | 17482                 | 3/13/2024    | 2,243.49       | Thain, Catherina                                                                       | Utility Refunds: 0045006120-07<br>Consolidated refund created from multiple refunds |  |
| Ad Hoc Payment        | Check        | 17483                 | 3/13/2024    | 167.00         | The Hobart M Hofstad and Janet M Hofstad, Living Trust                                 | Utility Refunds: 0000006784-04<br>Consolidated refund created from multiple refunds |  |
| Ad Hoc Payment        | Check        | 17484                 | 3/13/2024    | 105.54         | the Margaret Madison Phelan Revocable Living Trust, Margaret Madison Phelan Trustee of | Utility Refunds: 0042008500-01                                                      |  |
| Ad Hoc Payment        | Check        | 17485                 | 3/13/2024    | 138.05         | Yen-Fu Lin or Hsiu-Yu Yeh                                                              | Utility Refunds: 0123002030-02                                                      |  |
| Miscellaneous Payment | Check        | 17486                 | 3/13/2024    | 440.00         | APA Services, LLC                                                                      | Refund of duplicate Business License                                                |  |
| Miscellaneous Payment | Check        | 17487                 | 3/13/2024    | 161.31         | Carmen Danner                                                                          | Refund of Parking Permit no longer needed.                                          |  |
| Miscellaneous Payment | Check        | 17488                 | 3/13/2024    | 108.00         | Clark College                                                                          | Refund overpayment to INV#77058958 & 77058961                                       |  |
| Miscellaneous Payment | Check        | 17489                 | 3/13/2024    | 91.00          | Columbia Machine Inc.                                                                  | Refund of duplicate payment to INV#77059360                                         |  |
| Miscellaneous Payment | Check        | 17490                 | 3/13/2024    | 11,522.20      | Earthworks Excavating Services, Inc                                                    | Invoice # WA13-24 - Akayla Jean Ward (11612 SE McGilivray Blvd)                     |  |
| Miscellaneous Payment | Check        | 17491                 | 3/13/2024    | 91.00          | ESD#112                                                                                | Refund duplicate payment to INV#77059589                                            |  |
| Miscellaneous Payment | Check        | 17492                 | 3/13/2024    | 16.22          | Eugene Ellingson and Mary Ellingson                                                    | Refund overpayment of loan # 6000502 payoff                                         |  |
| Miscellaneous Payment | Check        | 17493                 | 3/13/2024    | 100.00         | Fourth Plain Village Neighborhood Association                                          | 2022 Resource Conservation Challenge Grant                                          |  |
| Miscellaneous Payment | Check        | 17494                 | 3/13/2024    | 50.00          | Kaitlyn Hill                                                                           | Refund overpayment to citation 7203714288                                           |  |
| Miscellaneous Payment | Check        | 17495                 | 3/13/2024    | 40.00          | Lily Haskins                                                                           | Refund duplicate payment to citation 7203814054                                     |  |
| Miscellaneous Payment | Check        | 17496                 | 3/13/2024    | 84.00          | Mode Hair Salon                                                                        | Refund duplicate payment to INV# 77056531                                           |  |
| Miscellaneous Payment | Check        | 17497                 | 3/13/2024    | 1,120.50       | Nicholas Adame                                                                         | Claim Payment - DOI: 09/17/2023 - Risk                                              |  |
| Miscellaneous Payment | Check        | 17498                 | 3/13/2024    | 61.47          | Prairie Electric                                                                       | MPE-322505 (jobsite: 624 SE 132nd Ave)                                              |  |
| Miscellaneous Payment | Check        | 17499                 | 3/13/2024    | 1,144.00       | Rohner Mechanical                                                                      | Refund of duplicate payment to INV#77060702 & 77060708                              |  |
| Miscellaneous Payment | Check        | 17500                 | 3/13/2024    | 100.00         | Rose Village Neighborhood Association                                                  | 2023 Resource Conservation Challenge                                                |  |
| Miscellaneous Payment | Check        | 17501                 | 3/13/2024    | 186.52         | Sarkinen Plumbing Inc.                                                                 | ROW-351044 (jobsite: 1603 NE 9th St)                                                |  |
| Miscellaneous Payment | Check        | 17502                 | 3/13/2024    | 379.50         | Stephen Gonzalez                                                                       | Non-Employee Reimbursement                                                          |  |
| Miscellaneous Payment | Check        | 17503                 | 3/13/2024    | 57.00          | Walmart                                                                                | Refund duplicate payment to INV#77053888                                            |  |

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|-----------------------|--------------|-----------------------|--------------|----------------|------------------------------------------------------------------------------|-------------------------------------------|--|
| Miscellaneous Payment | Check        | 17504                 | 3/13/2024    | 25.00          | William Meadowcroft                                                          | Refund overpayment of citation 7203814627 |  |
| Supplier Payment      | Check        | 17506                 | 3/13/2024    | 101,937.10     | Allcon LLC                                                                   |                                           |  |
| Supplier Payment      | Check        | 17507                 | 3/13/2024    | 3,459.00       | Allegis Group Holdings Inc - Remit-To: TekSystems Inc - Atlanta              |                                           |  |
| Supplier Payment      | Check        | 17508                 | 3/13/2024    | 272.00         | American Sani-Can                                                            |                                           |  |
| Supplier Payment      | Check        | 17509                 | 3/13/2024    | 151.22         | Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena          |                                           |  |
| Supplier Payment      | Check        | 17510                 | 3/13/2024    | 1,193.09       | BHC Consultants LLC                                                          |                                           |  |
| Supplier Payment      | Check        | 17511                 | 3/13/2024    | 567.28         | Bounce-N-Battle LLC                                                          |                                           |  |
| Supplier Payment      | Check        | 17512                 | 3/13/2024    | 21,234.63      | CECO Inc                                                                     |                                           |  |
| Supplier Payment      | Check        | 17513                 | 3/13/2024    | 390.11         | Cellco Partnership - Remit-To: Cellco - Dallas                               |                                           |  |
| Supplier Payment      | Check        | 17514                 | 3/13/2024    | 6,000.00       | CFM Strategic Communications, Inc.                                           |                                           |  |
| Supplier Payment      | Check        | 17515                 | 3/13/2024    | 795.90         | Chicago Title Company of WA                                                  |                                           |  |
| Supplier Payment      | Check        | 17516                 | 3/13/2024    | 2,983.00       | Clark County - Remit-To: Clark County Public Health                          |                                           |  |
| Supplier Payment      | Check        | 17517                 | 3/13/2024    | 1,848.00       | Clark County - Remit-To: Clark County - Treasurer Vancouver                  |                                           |  |
| Supplier Payment      | Check        | 17518                 | 3/13/2024    | 1,154.76       | Clark Public Utility District No. 1                                          |                                           |  |
| Supplier Payment      | Check        | 17519                 | 3/13/2024    | 1,224.86       | Clark Public Utility District No. 1                                          |                                           |  |
| Supplier Payment      | Check        | 17520                 | 3/13/2024    | 59,892.00      | Clary Longview LLC                                                           |                                           |  |
| Supplier Payment      | Check        | 17521                 | 3/13/2024    | 22,894.11      | Columbia Resource Company                                                    |                                           |  |
| Supplier Payment      | Check        | 17522                 | 3/13/2024    | 42.54          | Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry |                                           |  |
| Supplier Payment      | Check        | 17523                 | 3/13/2024    | 118.59         | Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry |                                           |  |
| Supplier Payment      | Check        | 17524                 | 3/13/2024    | 32.94          | Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry |                                           |  |
| Supplier Payment      | Check        | 17525                 | 3/13/2024    | 113.59         | Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry |                                           |  |
| Supplier Payment      | Check        | 17526                 | 3/13/2024    | 151.15         | Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry |                                           |  |
| Supplier Payment      | Check        | 17527                 | 3/13/2024    | 108.33         | Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry |                                           |  |
| Supplier Payment      | Check        | 17528                 | 3/13/2024    | 64.95          | Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry |                                           |  |
| Supplier Payment      | Check        | 17529                 | 3/13/2024    | 2,625.00       | Eric Thomas Lanciault                                                        |                                           |  |
| Supplier Payment      | Check        | 17530                 | 3/13/2024    | 3,843.08       | Esix Sportswear                                                              |                                           |  |
| Supplier Payment      | Check        | 17531                 | 3/13/2024    | 163.05         | Fazio Bros Sand Co Inc                                                       |                                           |  |
| Supplier Payment      | Check        | 17532                 | 3/13/2024    | 12,257.03      | Ferguson Enterprises - Remit-To: Ferguson - Dallas                           |                                           |  |
| Supplier Payment      | Check        | 17533                 | 3/13/2024    | 705.46         | Fidelity National Title Co of Washington                                     |                                           |  |
| Supplier Payment      | Check        | 17534                 | 3/13/2024    | 22,371.55      | General Pacific Inc                                                          |                                           |  |
| Supplier Payment      | Check        | 17535                 | 3/13/2024    | 25,305.91      | Granicus, LLC - Remit-To: Granicus, LLC                                      |                                           |  |
| Supplier Payment      | Check        | 17536                 | 3/13/2024    | 1,305.88       | HMI Oregon - Remit-To: Pacific WRO                                           |                                           |  |
| Supplier Payment      | Check        | 17537                 | 3/13/2024    | 2,100.00       | Jack M Litman Phd                                                            |                                           |  |
| Supplier Payment      | Check        | 17538                 | 3/13/2024    | 1,466.10       | Jamestown Networks                                                           |                                           |  |
| Supplier Payment      | Check        | 17539                 | 3/13/2024    | 6,070.28       | Janus Youth Programs Inc                                                     |                                           |  |
| Supplier Payment      | Check        | 17540                 | 3/13/2024    | 400.00         | Julia A Weiss                                                                |                                           |  |
| Supplier Payment      | Check        | 17541                 | 3/13/2024    | 22,586.17      | Kittelson & Associates Inc                                                   |                                           |  |
| Supplier Payment      | Check        | 17542                 | 3/13/2024    | 3,135.65       | Lakeside Industries Inc - Remit-To: Lakeside - LB Seattle                    |                                           |  |
| Supplier Payment      | Check        | 17543                 | 3/13/2024    | 145.00         | Law, Lyman, Daniel, Kamerrer & Bogdanovich                                   |                                           |  |
| Supplier Payment      | Check        | 17544                 | 3/13/2024    | 11.00          | LENDINGCLUB BANK, NATIONAL ASSOCIATION                                       |                                           |  |
| Supplier Payment      | Check        | 17545                 | 3/13/2024    | 4,476.25       | Maul Foster & Alongi Inc                                                     |                                           |  |
| Supplier Payment      | Check        | 17546                 | 3/13/2024    | 11,243.45      | Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources    |                                           |  |
| Supplier Payment      | Check        | 17547                 | 3/13/2024    | 1,323.27       | One Call Concepts Inc                                                        |                                           |  |
| Supplier Payment      | Check        | 17548                 | 3/13/2024    | 488.23         | Orion Medical Supply                                                         |                                           |  |
| Supplier Payment      | Check        | 17549                 | 3/13/2024    | 7,441.98       | Passport Labs Inc - Remit-To: Passport Labs Inc                              |                                           |  |

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| Payment Category     | Payment Type   | Transaction Reference | Payment Date | Payment Amount | Payment Payee                                                                                         | Memo                   |  |
|----------------------|----------------|-----------------------|--------------|----------------|-------------------------------------------------------------------------------------------------------|------------------------|--|
| Supplier Payment     | Check          | 17550                 | 3/13/2024    | 535.00         | Performance Occupational Health Services, LLC                                                         |                        |  |
| Supplier Payment     | Check          | 17551                 | 3/13/2024    | 7,294.00       | Portland Adventist Medical Center                                                                     |                        |  |
| Supplier Payment     | Check          | 17552                 | 3/13/2024    | 44,212.13      | PPC Solutions Inc                                                                                     |                        |  |
| Supplier Payment     | Check          | 17553                 | 3/13/2024    | 2,877.61       | Qwest Corporation - Remit-To: Qwest Corp- Seattle                                                     |                        |  |
| Supplier Payment     | Check          | 17554                 | 3/13/2024    | 91.93          | Software House International SHI - Remit-To: SHI - Dallas                                             |                        |  |
| Supplier Payment     | Check          | 17555                 | 3/13/2024    | 1,909.75       | Stateline LLC                                                                                         |                        |  |
| Supplier Payment     | Check          | 17556                 | 3/13/2024    | 141,111.50     | State of Washington Department of Ecology - Remit-To: State of Washington Department of Ecology       |                        |  |
| Supplier Payment     | Check          | 17557                 | 3/13/2024    | 1,511.00       | State of Washington Department of Health - Remit-To: WA Dept of Health                                |                        |  |
| Supplier Payment     | Check          | 17558                 | 3/13/2024    | 3,964.68       | State of Washington Department of Natural Resources - Remit-To: Dept of Natural Resources - Box 47041 |                        |  |
| Supplier Payment     | Check          | 17559                 | 3/13/2024    | 544.93         | State of Washington Department of Transportation                                                      |                        |  |
| Supplier Payment     | Check          | 17560                 | 3/13/2024    | 53.37          | Stericycle Inc - Remit-To: Shred-It                                                                   |                        |  |
| Supplier Payment     | Check          | 17561                 | 3/13/2024    | 6.98           | Stericycle Inc - Remit-To: Shred-It                                                                   |                        |  |
| Supplier Payment     | Check          | 17562                 | 3/13/2024    | 161,646.23     | TCF Architecture, PLLC                                                                                |                        |  |
| Supplier Payment     | Check          | 17563                 | 3/13/2024    | 1,260.00       | Triangle Resources Inc                                                                                |                        |  |
| Supplier Payment     | Check          | 17564                 | 3/13/2024    | 1,364.04       | Trilogy MedWaste West, LLC                                                                            |                        |  |
| Supplier Payment     | Check          | 17565                 | 3/13/2024    | 8,365.80       | Triple J Enterprises                                                                                  |                        |  |
| Supplier Payment     | Check          | 17566                 | 3/13/2024    | 139.77         | United Parcel Service                                                                                 |                        |  |
| Supplier Payment     | Check          | 17567                 | 3/13/2024    | 264.00         | Vancouver Aire LLC                                                                                    |                        |  |
| Supplier Payment     | Check          | 17568                 | 3/13/2024    | 81.53          | W.B. Sprague Co. Inc.                                                                                 |                        |  |
| Supplier Payment     | Check          | 17569                 | 3/13/2024    | 2,400.00       | Washington Association of Municipal Attorneys                                                         |                        |  |
| Supplier Payment     | Check          | 17570                 | 3/13/2024    | 688.90         | Washington State Fire Fighters Apprenticeship Trust                                                   |                        |  |
| Supplier Payment     | Check          | 17571                 | 3/13/2024    | 21,559.57      | Waste Connections of Washington - Remit-To: Waste Connections - Vancouver                             |                        |  |
| Supplier Payment     | Check          | 17572                 | 3/13/2024    | 219.26         | XPO Logistics Enterprise Services, Inc - Remit-To: XPO - Portland                                     |                        |  |
|                      |                |                       | Check        | 1,820,704.75   |                                                                                                       |                        |  |
| Expense Payment      | Direct Deposit | EFT-00235715          | 3/7/2024     | 116.00         | Ryan Lopossa                                                                                          | Employee Reimbursement |  |
| Expense Payment      | Direct Deposit | EFT-00235716          | 3/7/2024     | 62.52          | Casey Holmes                                                                                          | Employee Reimbursement |  |
| Expense Payment      | Direct Deposit | EFT-00235717          | 3/7/2024     | 100.00         | Daniel Perez                                                                                          | Employee Reimbursement |  |
| Expense Payment      | Direct Deposit | EFT-00235718          | 3/7/2024     | 135.00         | Susan McNutt-Koning                                                                                   | Employee Reimbursement |  |
| Expense Payment      | Direct Deposit | EFT-00235719          | 3/7/2024     | 73.16          | Kevin Lundy                                                                                           | Employee Reimbursement |  |
| Expense Payment      | Direct Deposit | EFT-00235720          | 3/7/2024     | 1,020.56       | Anna Vogel                                                                                            | Employee Reimbursement |  |
| Expense Payment      | Direct Deposit | EFT-00235721          | 3/7/2024     | 73.16          | Pennie McCarty                                                                                        | Employee Reimbursement |  |
| Expense Payment      | Direct Deposit | EFT-00235722          | 3/7/2024     | 153.00         | Ethan Brown                                                                                           | Employee Reimbursement |  |
| Expense Payment      | Direct Deposit | EFT-00235723          | 3/7/2024     | 73.16          | Darrin Deming                                                                                         | Employee Reimbursement |  |
| Cash Advance Payment | Direct Deposit | EFT-00235724          | 3/7/2024     | 160.00         | Jude Blocker                                                                                          | Travel Advance         |  |
| Cash Advance Payment | Direct Deposit | EFT-00235725          | 3/7/2024     | 298.75         | Samuel Harrison                                                                                       | Travel Advance         |  |
| Cash Advance Payment | Direct Deposit | EFT-00235726          | 3/7/2024     | 610.50         | Jeffrey Anaya                                                                                         | Travel Advance         |  |
| Cash Advance Payment | Direct Deposit | EFT-00235727          | 3/7/2024     | 298.75         | Marc Patchin                                                                                          | Travel Advance         |  |
| Cash Advance Payment | Direct Deposit | EFT-00235728          | 3/7/2024     | 226.50         | Erik Paulsen                                                                                          | Travel Advance         |  |
| Cash Advance Payment | Direct Deposit | EFT-00235729          | 3/7/2024     | 610.50         | Robert Block                                                                                          | Travel Advance         |  |
| Expense Payment      | Direct Deposit | EFT-00237656          | 3/14/2024    | 76.19          | Anthony Glenn                                                                                         | Employee Reimbursement |  |
| Expense Payment      | Direct Deposit | EFT-00237657          | 3/14/2024    | 195.61         | Dallas Eldred                                                                                         | Employee Reimbursement |  |
| Expense Payment      | Direct Deposit | EFT-00237658          | 3/14/2024    | 200.00         | Nicholas Helgren                                                                                      | Employee Reimbursement |  |
| Cash Advance Payment | Direct Deposit | EFT-00237659          | 3/14/2024    | 407.00         | McAvoy Shipp                                                                                          | Travel Advance         |  |
| Cash Advance Payment | Direct Deposit | EFT-00237660          | 3/14/2024    | 85.75          | Bryce Livesay                                                                                         | Travel Advance         |  |
| Cash Advance Payment | Direct Deposit | EFT-00237661          | 3/14/2024    | 85.75          | Jose Huertos-Amaro                                                                                    | Travel Advance         |  |
| Cash Advance Payment | Direct Deposit | EFT-00237662          | 3/14/2024    | 160.50         | Scott Willis                                                                                          | Travel Advance         |  |
| Cash Advance Payment | Direct Deposit | EFT-00237663          | 3/14/2024    | 85.75          | Curtis Erwin                                                                                          | Travel Advance         |  |
| Expense Payment      | Direct Deposit | EFT-00237664          | 3/14/2024    | 25.60          | Kerry Peck                                                                                            | Employee Reimbursement |  |
| Expense Payment      | Direct Deposit | EFT-00237665          | 3/14/2024    | 73.16          | Bryan Fredrickson                                                                                     | Employee Reimbursement |  |
| Expense Payment      | Direct Deposit | EFT-00237666          | 3/14/2024    | 250.00         | Maxwell Archer                                                                                        | Employee Reimbursement |  |
| Expense Payment      | Direct Deposit | EFT-00237667          | 3/14/2024    | 44.00          | Brian Billingsley                                                                                     | Employee Reimbursement |  |

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# INVOICE PAYMENTS REPORT

| Payment Category | Payment Type   | Transaction Reference | Payment Date          | Payment Amount  | Payment Payee                                                                                          | Memo                   |  |
|------------------|----------------|-----------------------|-----------------------|-----------------|--------------------------------------------------------------------------------------------------------|------------------------|--|
| Expense Payment  | Direct Deposit | EFT-00237668          | 3/14/2024             | 142.04          | Eric Holmes                                                                                            | Employee Reimbursement |  |
| Expense Payment  | Direct Deposit | EFT-00237669          | 3/14/2024             | 628.73          | Spencer Frasier                                                                                        | Employee Reimbursement |  |
| Expense Payment  | Direct Deposit | EFT-00237692          | 3/15/2024             | 171.00          | Brandon Altig                                                                                          | Employee Reimbursement |  |
| Expense Payment  | Direct Deposit | EFT-00237693          | 3/15/2024             | 121.50          | Chad Eiken                                                                                             | Employee Reimbursement |  |
| Expense Payment  | Direct Deposit | EFT-00237694          | 3/15/2024             | 136.00          | Jacob Mahan                                                                                            | Employee Reimbursement |  |
| Expense Payment  | Direct Deposit | EFT-00237695          | 3/15/2024             | 357.00          | Josh Honomichl                                                                                         | Employee Reimbursement |  |
| Expense Payment  | Direct Deposit | EFT-00237696          | 3/15/2024             | 543.49          | Emily Lemon                                                                                            | Employee Reimbursement |  |
| Expense Payment  | Direct Deposit | EFT-00237697          | 3/15/2024             | 36.96           | Sarah Ellis                                                                                            | Employee Reimbursement |  |
| Expense Payment  | Direct Deposit | EFT-00237698          | 3/15/2024             | 377.60          | Eric Holmes                                                                                            | Employee Reimbursement |  |
| Expense Payment  | Direct Deposit | EFT-00237699          | 3/15/2024             | 153.93          | Kevin Cummo                                                                                            | Employee Reimbursement |  |
| Expense Payment  | Direct Deposit | EFT-00237700          | 3/15/2024             | 102.00          | Michael Steuben                                                                                        | Employee Reimbursement |  |
|                  |                |                       | <b>Direct Deposit</b> | <b>8,471.12</b> |                                                                                                        |                        |  |
| Supplier Payment | EFT            | EFT-00235730          | 3/7/2024              | 5,027.38        | Better Air Northwest, LLC                                                                              |                        |  |
| Supplier Payment | EFT            | EFT-00235731          | 3/7/2024              | 149,617.00      | Jeffrey D. Barrar, PS                                                                                  |                        |  |
| Supplier Payment | EFT            | EFT-00235732          | 3/7/2024              | 2,915.20        | Fehr & Peers                                                                                           |                        |  |
| Supplier Payment | EFT            | EFT-00235733          | 3/7/2024              | 6,999.27        | HDR Engineering Inc -<br>Remit-To: HDR<br>Engineering - Chicago                                        |                        |  |
| Supplier Payment | EFT            | EFT-00235734          | 3/7/2024              | 3,097.50        | Alta Planning & Design                                                                                 |                        |  |
| Supplier Payment | EFT            | EFT-00235735          | 3/7/2024              | 2,694,159.41    | Operations Management<br>International Inc                                                             |                        |  |
| Supplier Payment | EFT            | EFT-00235736          | 3/7/2024              | 1,644.63        | RELX Inc. - Remit-To:<br>LexisNexis - Chicago                                                          |                        |  |
| Supplier Payment | EFT            | EFT-00235737          | 3/7/2024              | 96,941.30       | Del Sol Inc                                                                                            |                        |  |
| Supplier Payment | EFT            | EFT-00235738          | 3/7/2024              | 3,618.66        | Metro Overhead Door Inc                                                                                |                        |  |
| Supplier Payment | EFT            | EFT-00235739          | 3/7/2024              | 514,072.80      | Tapani Inc                                                                                             |                        |  |
| Supplier Payment | EFT            | EFT-00235740          | 3/7/2024              | 129,325.07      | Do Good Multnomah                                                                                      |                        |  |
| Supplier Payment | EFT            | EFT-00235741          | 3/7/2024              | 3,966.68        | Hero Fence LLP                                                                                         |                        |  |
| Supplier Payment | EFT            | EFT-00235742          | 3/7/2024              | 6,035.22        | George Elevator Service<br>LLC                                                                         |                        |  |
| Supplier Payment | EFT            | EFT-00235743          | 3/7/2024              | 3,150.88        | Accurate Investigation<br>Services                                                                     |                        |  |
| Supplier Payment | EFT            | EFT-00235744          | 3/7/2024              | 56,857.91       | Thrive2Survive                                                                                         |                        |  |
| Supplier Payment | EFT            | EFT-00235745          | 3/7/2024              | 22,198.93       | Live Love Outreach                                                                                     |                        |  |
| Supplier Payment | EFT            | EFT-00235746          | 3/7/2024              | 674.20          | Praxair Distribution Inc                                                                               |                        |  |
| Supplier Payment | EFT            | EFT-00235747          | 3/7/2024              | 69,072.78       | Family Solutions, Inc.                                                                                 |                        |  |
| Supplier Payment | EFT            | EFT-00235748          | 3/7/2024              | 24,869.94       | Clark EMS Physicians, LLC                                                                              |                        |  |
| Supplier Payment | EFT            | EFT-00235749          | 3/7/2024              | 2,637.72        | Share Inc                                                                                              |                        |  |
| Supplier Payment | EFT            | EFT-00235750          | 3/7/2024              | 15,407.23       | Advanced Excavating<br>Specialists LLC                                                                 |                        |  |
| Supplier Payment | EFT            | EFT-00235751          | 3/7/2024              | 22,848.39       | State of Washington<br>Auditor's Office                                                                |                        |  |
| Supplier Payment | EFT            | EFT-00235752          | 3/7/2024              | 632.58          | Hermanson Company, LLC<br>- Remit-To: Hermanson<br>Company, LLC                                        |                        |  |
| Supplier Payment | EFT            | EFT-00235753          | 3/7/2024              | 1,397.75        | Allegiance Benefit Plan<br>Management Inc - Remit-<br>To: Pensioners                                   |                        |  |
| Supplier Payment | EFT            | EFT-00235754          | 3/7/2024              | 19,756.00       | Sustainability Solutions<br>Group USA, Inc. - Remit-<br>To: Sustainability Solutions<br>Group USA, Inc |                        |  |
| Supplier Payment | EFT            | EFT-00235755          | 3/7/2024              | 908.25          | Allegiance Benefit Plan<br>Management Inc - Remit-<br>To: Pensioners                                   |                        |  |
| Supplier Payment | EFT            | EFT-00235756          | 3/7/2024              | 440,605.31      | Rotschy Inc                                                                                            |                        |  |
| Supplier Payment | EFT            | EFT-00235757          | 3/7/2024              | 9,573.64        | CivicPlus, LLC                                                                                         |                        |  |
| Supplier Payment | EFT            | EFT-00235758          | 3/7/2024              | 44,350.00       | Pacific Talent Inc                                                                                     |                        |  |
| Supplier Payment | EFT            | EFT-00235759          | 3/7/2024              | 11,076.71       | Talitha Consults LLC                                                                                   |                        |  |
| Supplier Payment | EFT            | EFT-00235760          | 3/7/2024              | 18,531.55       | Council for the Homeless                                                                               |                        |  |
| Supplier Payment | EFT            | EFT-00235761          | 3/7/2024              | 1,187.00        | Oregon Rifleworks LLC                                                                                  |                        |  |
| Supplier Payment | EFT            | EFT-00235762          | 3/7/2024              | 12,500.00       | Kenneth Wallace Law<br>PLLC                                                                            |                        |  |
| Supplier Payment | EFT            | EFT-00235763          | 3/7/2024              | 9,037.49        | Clark County Volunteer<br>Lawyers Program                                                              |                        |  |
| Supplier Payment | EFT            | EFT-00235764          | 3/7/2024              | 2,408.20        | Jacobs Engineering Group<br>Inc                                                                        |                        |  |
| Supplier Payment | EFT            | EFT-00235765          | 3/7/2024              | 15,933.25       | Otak Inc                                                                                               |                        |  |
| Supplier Payment | EFT            | EFT-00235766          | 3/7/2024              | 10,600.94       | Copiers Northwest Inc.                                                                                 |                        |  |
| Supplier Payment | EFT            | EFT-00235767          | 3/7/2024              | 6,522.00        | JH Kelly, LLC                                                                                          |                        |  |
| Supplier Payment | EFT            | EFT-00235768          | 3/7/2024              | 2,160.00        | CBG Communications Inc                                                                                 |                        |  |
| Supplier Payment | EFT            | EFT-00235769          | 3/7/2024              | 13,950.00       | Andrews Terry Jeffers LLP                                                                              |                        |  |
| Supplier Payment | EFT            | EFT-00235770          | 3/7/2024              | 426,013.01      | First Forty Feet LLC                                                                                   |                        |  |
| Supplier Payment | EFT            | EFT-00235771          | 3/7/2024              | 35,434.00       | Keen Independent<br>Research LLC                                                                       |                        |  |
| Supplier Payment | EFT            | EFT-00235772          | 3/7/2024              | 26,104.12       | AirX LLC                                                                                               |                        |  |
| Supplier Payment | EFT            | EFT-00235773          | 3/7/2024              | 2,291.72        | Canopy Wellbeing                                                                                       |                        |  |
| Supplier Payment | EFT            | EFT-00235774          | 3/7/2024              | 120,391.95      | Outsiderinn.org                                                                                        |                        |  |
| Supplier Payment | EFT            | EFT-00235775          | 3/7/2024              | 5,514.90        | Western Water Works<br>Supply Co Inc                                                                   |                        |  |
| Supplier Payment | EFT            | EFT-00235776          | 3/7/2024              | 6,541.26        | Waxie's Enterprises Inc                                                                                |                        |  |
| Supplier Payment | EFT            | EFT-00235777          | 3/7/2024              | 7,500.00        | Arbutus Consulting LLC                                                                                 |                        |  |
| Supplier Payment | EFT            | EFT-00235778          | 3/7/2024              | 20,190.30       | EGM, Inc.                                                                                              |                        |  |
| Supplier Payment | EFT            | EFT-00237558          | 3/8/2024              | 144.43          | Legal Shield                                                                                           |                        |  |
| Supplier Payment | EFT            | EFT-00237559          | 3/8/2024              | 30,310.21       | IAFF Local #452                                                                                        |                        |  |

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# INVOICE PAYMENTS REPORT

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|------------------|--------------|-----------------------|--------------|----------------|-----------------------------------------------------------------------------|------|--|
| Supplier Payment | EFT          | EFT-00237560          | 3/8/2024     | 1,259.64       | Vancouver Command Guild                                                     |      |  |
| Supplier Payment | EFT          | EFT-00237561          | 3/8/2024     | 12,323.86      | Vancouver Police Officer Guild                                              |      |  |
| Supplier Payment | EFT          | EFT-00237562          | 3/8/2024     | 16,651.80      | Allegiance Benefit Plan Management Inc.                                     |      |  |
| Supplier Payment | EFT          | EFT-00237670          | 3/14/2024    | 24,248.59      | Jacobs Engineering Group Inc                                                |      |  |
| Supplier Payment | EFT          | EFT-00237671          | 3/14/2024    | 16,550.14      | CivicPlus, LLC                                                              |      |  |
| Supplier Payment | EFT          | EFT-00237672          | 3/14/2024    | 5,236.58       | PBS Engineering and Environmental Inc                                       |      |  |
| Supplier Payment | EFT          | EFT-00237673          | 3/14/2024    | 40.81          | Ziply Fiber                                                                 |      |  |
| Supplier Payment | EFT          | EFT-00237674          | 3/14/2024    | 148,409.28     | Halbert Construction Services LLC                                           |      |  |
| Supplier Payment | EFT          | EFT-00237675          | 3/14/2024    | 1,721.16       | Intravaia Risk Management Group LLC                                         |      |  |
| Supplier Payment | EFT          | EFT-00237676          | 3/14/2024    | 600.00         | Rotschy Inc                                                                 |      |  |
| Supplier Payment | EFT          | EFT-00237677          | 3/14/2024    | 14,462.50      | Distinctive Landscape LLC                                                   |      |  |
| Supplier Payment | EFT          | EFT-00237678          | 3/14/2024    | 5,835.00       | Ankrom Moisan Associated Architects, Inc                                    |      |  |
| Supplier Payment | EFT          | EFT-00237679          | 3/14/2024    | 71,828.46      | Brown and Caldwell - Remit-To: Brown & Caldwell - San Francisco             |      |  |
| Supplier Payment | EFT          | EFT-00237680          | 3/14/2024    | 3,558.21       | Western Water Works Supply Co Inc                                           |      |  |
| Supplier Payment | EFT          | EFT-00237681          | 3/14/2024    | 92,706.34      | Share Inc                                                                   |      |  |
| Supplier Payment | EFT          | EFT-00237682          | 3/14/2024    | 48,193.28      | Tapani Inc                                                                  |      |  |
| Supplier Payment | EFT          | EFT-00237683          | 3/14/2024    | 2,450.00       | Brad Piesch Aggressive Enterprises, Inc                                     |      |  |
| Supplier Payment | EFT          | EFT-00237684          | 3/14/2024    | 114.11         | Praxair Distribution Inc                                                    |      |  |
| Supplier Payment | EFT          | EFT-00237685          | 3/14/2024    | 72,962.70      | Council for the Homeless                                                    |      |  |
| Supplier Payment | EFT          | EFT-00237686          | 3/14/2024    | 83,633.40      | Consolidated Electrical Distribution                                        |      |  |
| Supplier Payment | EFT          | EFT-00237687          | 3/14/2024    | 149,357.06     | Madden Fabrication Inc.                                                     |      |  |
| Supplier Payment | EFT          | EFT-00237688          | 3/14/2024    | 115.50         | Sonic Boom Wellness LLC                                                     |      |  |
| Supplier Payment | EFT          | EFT-00237689          | 3/14/2024    | 19,453.49      | Evoqua Water Technologies LLC                                               |      |  |
| Supplier Payment | EFT          | EFT-00237690          | 3/14/2024    | 2,040.25       | Thrive2Survive                                                              |      |  |
| Supplier Payment | EFT          | EFT-00237691          | 3/14/2024    | 1,575.93       | Pitney Bowes Inc                                                            |      |  |
|                  |              | EFT                   |              | 5,932,032.76   |                                                                             |      |  |
| Supplier Payment | Manual Wire  |                       | 3/1/2024     | 54,142.56      | Internal Revenue Service                                                    |      |  |
| Supplier Payment | Manual Wire  |                       | 3/1/2024     | 3,444.22       | Liberty Mutual Group Inc.                                                   |      |  |
| Supplier Payment | Manual Wire  |                       | 3/4/2024     | 20,162.20      | Washington Dental Service                                                   |      |  |
| Supplier Payment | Manual Wire  |                       | 3/4/2024     | 132,059.22     | Blue Cross Blue Shield of Oregon                                            |      |  |
| Supplier Payment | Manual Wire  |                       | 3/5/2024     | 10,908.24      | VSP Vision Care Inc                                                         |      |  |
| Supplier Payment | Manual Wire  |                       | 3/5/2024     | 209,957.30     | Western States Health & Welfare Trust                                       |      |  |
| Supplier Payment | Manual Wire  |                       | 3/5/2024     | 533,980.35     | Vancouver Firefighters Union Health & Welfare Trust                         |      |  |
| Supplier Payment | Manual Wire  |                       | 3/5/2024     | 25,750.83      | United States Postal Service                                                |      |  |
| Supplier Payment | Manual Wire  |                       | 3/7/2024     | 3,141.00       | State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit |      |  |
| Supplier Payment | Manual Wire  |                       | 3/7/2024     | 74,864.83      | Liberty Mutual Group Inc.                                                   |      |  |
| Supplier Payment | Manual Wire  |                       | 3/7/2024     | 77.46          | Allegiance Benefit Plan Management Inc - Remit-To: COBRA                    |      |  |
| Supplier Payment | Manual Wire  |                       | 3/8/2024     | 22,225.19      | Western States Health & Welfare Trust                                       |      |  |
| Supplier Payment | Manual Wire  |                       | 3/8/2024     | 21,300.00      | Washington State Firefighters                                               |      |  |
| Supplier Payment | Manual Wire  |                       | 3/8/2024     | 334,471.01     | International City Management Association Retirement Corporation            |      |  |
| Supplier Payment | Manual Wire  |                       | 3/8/2024     | 6,342.08       | Washington SDU                                                              |      |  |
| Supplier Payment | Manual Wire  |                       | 3/8/2024     | 30,967.50      | Vancouver Firefighters Union Health & Welfare Trust                         |      |  |
| Supplier Payment | Manual Wire  |                       | 3/8/2024     | 654.00         | Oregon SDU                                                                  |      |  |
| Supplier Payment | Manual Wire  |                       | 3/8/2024     | 59,790.23      | State of Washington Department of Retirement Systems (DRS)                  |      |  |
| Supplier Payment | Manual Wire  |                       | 3/8/2024     | 6,895.74       | Washington Dental Service                                                   |      |  |
| Supplier Payment | Manual Wire  |                       | 3/8/2024     | 1,642.20       | VSP Vision Care Inc                                                         |      |  |
| Supplier Payment | Manual Wire  |                       | 3/8/2024     | 91,738.60      | Blue Cross Blue Shield of Oregon                                            |      |  |
| Supplier Payment | Manual Wire  |                       | 3/8/2024     | 137,123.25     | Reliastar Life Insurance Co                                                 |      |  |
| Supplier Payment | Manual Wire  |                       | 3/8/2024     | 252.68         | Keybank National Association                                                |      |  |
| Supplier Payment | Manual Wire  |                       | 3/11/2024    | 1,266,923.09   | Internal Revenue Service                                                    |      |  |
| Supplier Payment | Manual Wire  |                       | 3/11/2024    | 37,416.80      | Washington Dental Service                                                   |      |  |
| Supplier Payment | Manual Wire  |                       | 3/11/2024    | 259,498.06     | Blue Cross Blue Shield of Oregon                                            |      |  |
| Supplier Payment | Manual Wire  |                       | 3/12/2024    | 44,896.37      | State of Oregon Department of Revenue                                       |      |  |
| Supplier Payment | Manual Wire  |                       | 3/13/2024    | 16,960.29      | Bank Of America N.A. - Remit-To: Charlotte NC                               |      |  |

\*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

# INVOICE PAYMENTS REPORT

| Payment Category         | Payment Type | Transaction Reference | Payment Date   | Payment Amount | Payment Payee                                               | Memo                                         |  |
|--------------------------|--------------|-----------------------|----------------|----------------|-------------------------------------------------------------|----------------------------------------------|--|
| Supplier Payment         | Manual Wire  |                       | 3/13/2024      | 403,417.74     | Kaiser Permanente - Remit-To: Kaiser Permanente             |                                              |  |
| Supplier Payment         | Manual Wire  |                       | 3/13/2024      | 926,597.86     | State of Washington Department of Retirement Systems (DRS)  |                                              |  |
| Supplier Payment         | Manual Wire  |                       | 3/14/2024      | 318,363.28     | Clark County - Remit-To: Clark County - Treasurer Vancouver |                                              |  |
| Procurement Card Payment | Manual Wire  |                       | 3/15/2024      | 1,068,908.99   | CoV JPM Procurement Card                                    |                                              |  |
|                          |              |                       | Manual Wire    | 6,124,873.17   |                                                             |                                              |  |
|                          |              |                       | Checks         | 1,820,674.75   |                                                             |                                              |  |
|                          |              |                       | Direct Deposit | 8,471.12       |                                                             |                                              |  |
|                          |              |                       | EFT            | 5,932,032.76   |                                                             |                                              |  |
|                          |              |                       |                |                |                                                             |                                              |  |
|                          |              |                       |                |                |                                                             |                                              |  |
|                          |              |                       | 3/11/2024      | 9,584.24       | City Payments                                               | Posted 03-04-24 to 03-10-24                  |  |
|                          |              |                       | 3/18/2024      | 2,295.00       | City Payments                                               | Posted 03-11-24 to 03-17-24                  |  |
|                          |              |                       | Hansen Total   | 11,879.24      |                                                             |                                              |  |
|                          |              |                       |                |                |                                                             |                                              |  |
|                          |              |                       |                |                |                                                             |                                              |  |
|                          |              |                       | 3/11/2024      | 1,256.00       | Miscellaneous                                               | Parks Class Refunds FCC 03-04-24 to 03-10-24 |  |
|                          |              |                       | 3/11/2024      | 1,324.00       | Miscellaneous                                               | Parks Class Refunds MCC 03-04-24 to 03-10-24 |  |
|                          |              |                       | 3/18/2024      | 996.00         | Miscellaneous                                               | Parks Class Refunds FCC 03-11-24 to 03-17-24 |  |
|                          |              |                       | 3/18/2024      | 1,266.00       | Miscellaneous                                               | Parks Class Refunds MCC 03-11-24 to 03-17-24 |  |
|                          |              |                       | VISA Total     | 4,842.00       |                                                             |                                              |  |
|                          |              |                       | Payroll Total  | 4,203,949.97   |                                                             |                                              |  |
|                          |              |                       | GRAND TOTAL    | 18,106,723.01  |                                                             |                                              |  |
|                          |              |                       |                |                |                                                             |                                              |  |
|                          |              |                       |                |                |                                                             |                                              |  |
|                          |              |                       |                |                |                                                             |                                              |  |
|                          |              |                       |                |                |                                                             |                                              |  |

\*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

City of Vancouver  
Payroll Council Report  
March 04, 2024 - March 17, 2024

| Check No.       | Date     | Explanation                  | Amount          |
|-----------------|----------|------------------------------|-----------------|
| 1980 - 2002     | 03/08/24 | March 8th Payroll            | \$ 13,053.39    |
| 235779 - 237557 | 03/08/24 | March 8th Direct Deposits    | \$ 4,190,896.58 |
| n/a             | 03/08/24 | 3/8/2024 NACHA Return        | \$ (5,023.65)   |
| n/a             | 03/08/24 | 3/8/2024 NACHA Return        | \$ (4,407.64)   |
| 237609 - 237611 | 03/11/24 | Replacement for NACHA Return | \$ 9,431.29     |
|                 |          |                              |                 |
|                 |          |                              |                 |
|                 |          |                              |                 |
|                 |          |                              |                 |
|                 |          |                              |                 |
|                 |          |                              |                 |
|                 |          |                              |                 |
|                 |          |                              |                 |
|                 |          |                              |                 |
|                 |          |                              |                 |
|                 |          |                              |                 |

\$ 4,203,949.97



**TO:** Mayor and City Council

**FROM:** Eric Holmes, City Manager

**DATE:** 3/25/2024

**SUBJECT** Homelessness Emergency Situation Report #4

**ATTACHMENTS:**

- ▯ Situation Report #4

## Homelessness Emergency Situation Report

**Incident Name: Homelessness Emergency**

**Incident Commander: Aaron Lande**

**Situation Report # 4**

**Operational Period: February 2024**

**New Emergency Orders (if any): NONE**

### Emergency Operations Center

- Working with CRESA, VPD and VFD on data collection/tracking for emergency declaration purposes.
  - Completed the law enforcement reporting system portion of this work — new buttons for call clearance codes have been added to CAD. Currently working on protocols and definitions before rolling out to law enforcement for implementation.
- We've lost 9 people since the Homeless Memorial in December

### HART Activities

- Hired second HART Outreach Specialist.
- HART conducted clean-ups at Orchards Park West, Burnt Bridge Creek, around Share House, and along the Mill Plain sound wall.

### Safe Park/Stay Safe

- Kiggins Village:
  - Celebrated its first 2 graduates to housing
  - Partnering with local police K-9 trainee who will be doing group training classes with residents and their pets
- 415 West:
  - 8 people on-deck for housing and just waiting on unit availability
  - 1 couple, after having achieved and sustained sobriety here, is working on reunification with children and now have unsupervised visits with them
  - Established partnership with Humane Society who has donated pet food and supplies, and is connecting residents to spay and neuter services for their pets
  - Victory Food Project has met with residents to begin planning for the garden build
- Road2Home-Safe Park:
  - 6 people moved into housing, 3 transitioned into Safe Stay Communities, and 1 resident was able to renew their citizenship for another decade
  - Held first pop-up resource event
    - 50+ people served
    - 10 phones were given out
    - 8 Physical and Mental Health assessments completed and follow-up appointments made
    - 10 haircuts and 1 amazing beard trim
    - 12 Animals seen and given treatment or prescriptions
    - 90 Clamshells of food given out
    - 25 Walmart bags given out (8 to-go gallon bags of meals given out)



## Homelessness Emergency Situation Report

- 2 housing applications were filled out
  - 1 FAFSA application started
  - 1 interview for new potential outreach participant
  - 30 Peer support connections
  - 6 children were given hats, socks, dental supplies, and plushy.
- **The Outpost:**
  - 1 person moved into permanent housing
  - 1 household transferred to Open House Ministries after having a baby
  - 1 person celebrated 90 days of sobriety and obtained employment
  - 1 person successfully completed DOC
  - Installed a new router that supports an ADSL video network for residents who are deaf or hard of hearing and need that technology to support communication
- **Hope Village:**
  - 2 people moved into permanent housing
  - 1 person transferred to Long-Term Care facility
  - Developed partnership with Lifeline Connections to receive referrals from the Crisis Triage and Stabilization Center

### Community Court

- City staff continue to work with community partners to identify a new location for the Community Court program, as well as funding for court security.

### Property Closures

- Under Emergency Order 2023-003, the City Manager declared two additional publicly owned sites closed to outdoor habitation.

### CRMHS Community Response Team (CRT): January 26th – February 22nd:

- **Updates**

|                                 |                                             |
|---------------------------------|---------------------------------------------|
| Incoming calls screened:        | 18                                          |
| In-Person Responses:            | 16                                          |
| Number of businesses contacted: | 12                                          |
| Public Engagements:             | 28 locations with a total of 60 individuals |
- **Outreach**
  - St Vincent de Paul – CRT on site twice a week
  - The Lord's Gym – CRT on site once a week
  - Recovery Café – CRT on site once a week
  - The Giving Closet – CRT on site once a week
  - The Center, Adventist Community Services – CRT on site twice a week starting 2/26
- **Partnerships**
  - Fourth Plain Forward – Partnership with CRT for 3/15 Community Forum regarding mental health, substance use, and law enforcement in the Fourth Plain Corridor
  - NAACP – Also partnered with CRT for March 15 Community Forum, which Jamie, Corporal Metevia, and NPO Vanroyce participated in



**TO:** Mayor and City Council

**FROM:** Eric Holmes, City Manager

**DATE:** 3/25/2024

**SUBJECT** Green Building Policy Update

**ATTACHMENTS:**

- ▣ Presentation
- ▣ Memo



# Green Building Policy Check-in

Chad Eiken, Community Development Director  
Patrick Quinton, Economic Prosperity & Housing  
Director

Rebecca Small, Senior Policy Analyst  
March 25, 2024

# Policy Scope

## Green Building Policy (GBP) implements Climate Action Framework

- Will result in code changes to VMC Title 17 (Building Code) for *new* construction
- Phased approach; emphasis on feasibility, impact on achieving Council climate goals through modeling
- Will likely result in recommended code changes to VMC Title 20 (Land Use and Development) in conjunction with Comprehensive Plan Update
- May result in future recommended code changes to other chapters of the VMC (e.g., stormwater, transportation)
- Equity considerations to be embedded in the policy development process





# Research and Policy Review Background

Sustainability Solutions Group (SSG) selected to assist staff

- Peer Cities Policy Review Report
- Green Building Strategies Report
- Engagement Strategy
- Meetings with other cities
- Data collection for policy modeling work



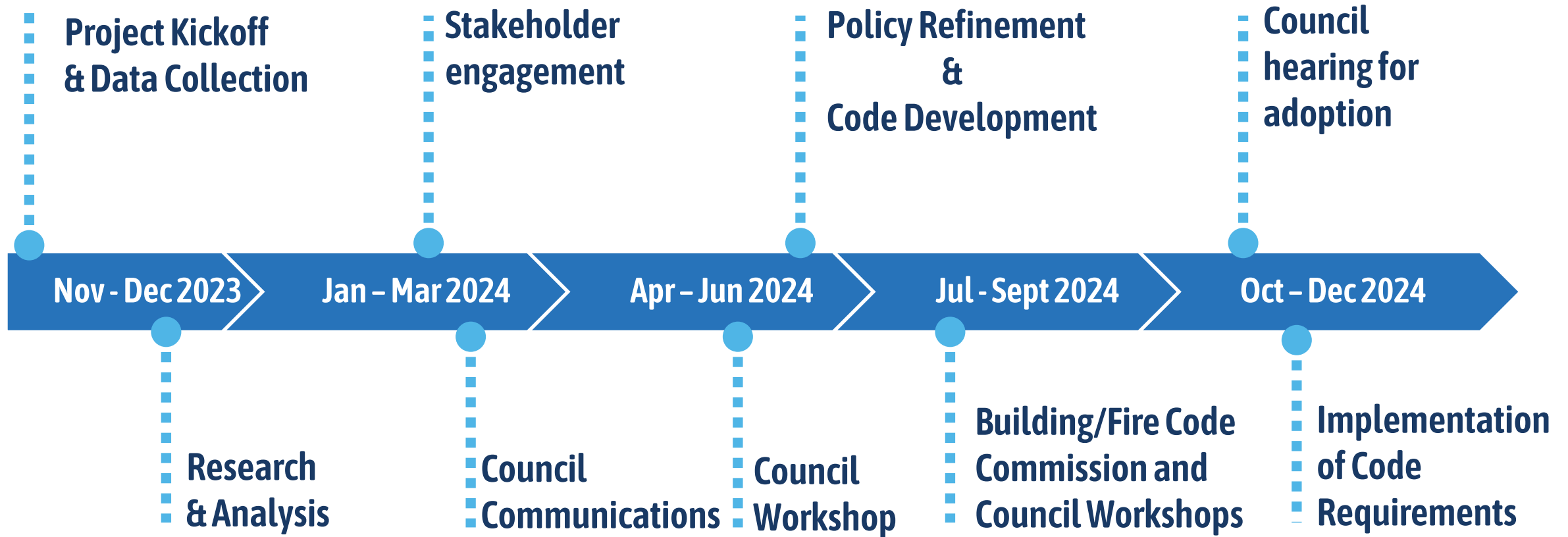
# Engagement Strategy

## Robust Stakeholder and Public Engagement

- **Pre-Engagement Interviews** (identify stakeholders' preferred ways to engage in process)
- **Roundtable Conversations** with development, environmental, large property interests
- **Technical Advisory Group (TAG)**  
Internal staff, multiple meetings between April-July
- **Survey**  
Distributed via project mailing list
- **Public workshops**  
Broader forum for stakeholder groups
- **City Communications**  
Be Heard, project updates, social media



# Green Building Policy Development Timeline







# Next Steps

- Coordinate stakeholder/public outreach with concurrent city processes
- Set up Technical Advisory Group
- Set dates for Workshops, Roundtables
- Hold Council Workshop May 20







## MEMORANDUM

**DATE:** March 25, 2024

**TO:** Mayor and City Council

**FROM:** Eric Holmes, City Manager  
Lon Pluckhahn, Deputy City Manager

**RE:** **Green Building Policy Development Process Update**

**CC:** Rebecca Small, Senior Policy Analyst, CMO  
Chad Eiken, Community Development Director, CDD  
Geraldene Moyle, General Services Director, GS  
Patrick Quinton, Economic Prosperity & Housing Director, EP&H

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### Purpose

This memo serves to provide Council with a briefing of the City's Green Building Policy development process, which is about to begin public engagement. The memo will outline the GBP's objectives, development process timeline, and public engagement approach.

Staff will present a full workshop to Council on May 20<sup>th</sup>, featuring an in-depth discussion of policies under consideration and feedback heard from early engagement activities.

### Background

The City is developing a green building policy to reduce greenhouse gas emissions from buildings and promote resilience to climate change impacts. The development of this policy aligns with the City's adopted goal of carbon neutrality by 2040 and is identified as a high-priority action in the Climate Action Framework (CAF).

With buildings contributing 28% of the City's total emissions according to the 2019 GHG Inventory, such a policy directly addresses a significant emission source. Additionally, by promoting high-performance, energy-efficient buildings with features to address climate impacts such as extreme heat and wildfire smoke, the policy can advance equity

objectives outlined in the CAF, prioritizing the needs of low-income residents and communities of color most affected by climate change impacts.

The GBP development is a coordinated effort between Community Development, Economic Prosperity & Housing, General Services, and the City Manager's Office. This GBP will replace the interim green building policy that was agreed upon by Council in 2021, though never formally adopted, and has served as guidance for new developments.

### **Policy Scope**

The GBP policy will provide clear standards for the development of new municipal and private-sector buildings and provide zone-specific direction for new commercial, industrial, and residential construction. The policy will also provide a framework for the operations and maintenance of existing municipal facilities.

The overall policy direction established within the GBP will be implemented via changes to the City's municipal code, including:

- Code changes to VMC Title 17 (Building Code) for new construction,
- Likely recommended code changes to VMC Title 20 (Land Use and Development) in conjunction with Comprehensive Plan Update, and
- Possible future recommended code changes to other chapters of the VMC (e.g. stormwater, transportation).

### **Timeline**

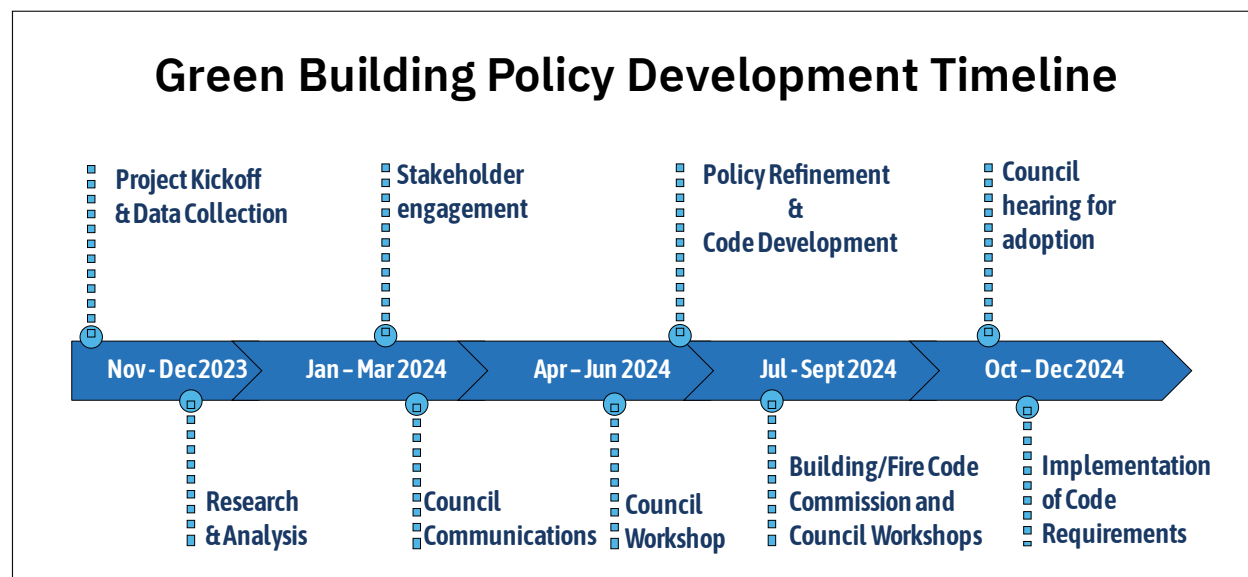
Staff selected [Sustainability Solutions Group](#) (SSG) as the project consultant to support the City on policy development and public engagement. Early efforts on the project have included development of the following:

- Project kickoff meeting (end of Oct. 2023).
- Data collection of municipal facilities and City-wide building characteristics to support later policy modeling (Nov. – Mar 2023)
- Gap Analysis of VMC to identify gaps between current regulations and regulations needed to advance the building-related goals in the CAF.
- Peer Cities Policy Review, enabling staff to understand how other Pacific Northwest cities (such as Seattle, WA, Redmond, WA, and Vancouver, B.C.) have approached sustainable building in similar climates, legislative environments, and political/economic environments.
- Green Building Strategies Research report to provide high-level information on some of the current best practices across the building industry.
- Engagement Strategy to outline the purpose, engagement objectives and techniques, and roles and responsibilities of the engagement portion of the new Green Building Policy Project. (Feb – Mar 2023)

Although early project timelines suggested policy completion by mid-summer, City staff decided to extend the consultant's originally proposed public engagement timeline and strategy to ensure thorough and inclusive participation from all stakeholders. This

extension facilitates the opportunity for deeper collaboration with the Technical Advisory Group and community-based organizations representing vulnerable populations, aiming to build agreement around challenging topics and broader public acceptance of new development standards.

With the engagement strategy extension, the current timeline estimates a Council hearing for policy adoption in October, followed by implementation of code requirements later in Q4. Staff will consider GBP code changes alongside code changes related to the update of the Comprehensive Plan to ensure alignment.



### Next Steps: Community Engagement

The project team is developing a robust stakeholder and public engagement strategy to ensure key internal and external interested and affected parties are given opportunities to inform and provide feedback to create the best new Green Building Policy possible and to establish a community that will support the implementation of the policy.

The Engagement Strategy was informed by discussions with City staff across four departments, as well as a series of pre-engagement interviews conducted with stakeholders in the community to identify stakeholders' preferred ways to engage in process.

- **Roundtable Conversations** with development, environmental, and large property interests
- **Technical Advisory Group (TAG)**, including internal staff; will have multiple meetings between April and July
- A survey to be distributed via project mailing list
- Several **public workshops** to provide a broader forum for stakeholder groups
- Outreach via **City Communications channels** including Be Heard, newsletters, and social media.

Staff are also coordinating closely with concurrent City projects such as the Housing Action Plan, the Downtown Design Guidelines Update, and Our Vancouver (the Comprehensive Plan update) on stakeholder engagement, given the considerable overlap in stakeholders and affected parties.



**TO:** Mayor and City Council

**FROM:** Eric Holmes, City Manager

**DATE:** 3/25/2024

**SUBJECT** Council Policies Workshop Preview

**ATTACHMENTS:**

▯ Presentation



CITY OF  
**Vancouver**  
WASHINGTON

# City Council Policies

Discussion Preview: March 25, 2024

**Jonathan Young**  
City Attorney





# Preview

- Community Communication
- Complaints Re: Direct Reports
- **Filling Council Vacancies**
- Miscellaneous:
  - (1) Attendance
  - (2) Travel
  - (3) All-Council emails
  - (4) Parliamentary Procedure
  - (5) Annual DEI Training
  - (6) Fifth Mondays
  - (7) Proclamations
  - (8) Council Compact





Councilmanic  
Freeze



Freeze via Charter  
Amendment



Candidate  
not running



Ranked Choice  
Voting

# Filling Council Vacancies







## **Councilmanic Freeze**

- 4-6 weeks maximum;
- Greatest utility shortly before candidate filing week.



## **Charter Amendment**

- Longer durations permitted;
- Potential consequences of leaving one or more seats unfilled.







## **Scenario 1**

### **Councilmanic Freeze**

used to delay appointment  
beyond filing week.

## **Scenario 2**

### **Charter Amendment**

required to postpone  
appointment beyond  
filing week.

## **Scenario 3**

### **More than 9-month delay**

required to delay beyond  
filing week.







## Scenario 1

Council vacancy effective  
5 Feb 2024

### **Councilmanic Freeze**

can be used to postpone  
appointment until after  
filing week.

### **Charter Amendment**

would be needed to leave  
seat vacant until after  
municipal election.





6-8 Week  
Recruitment

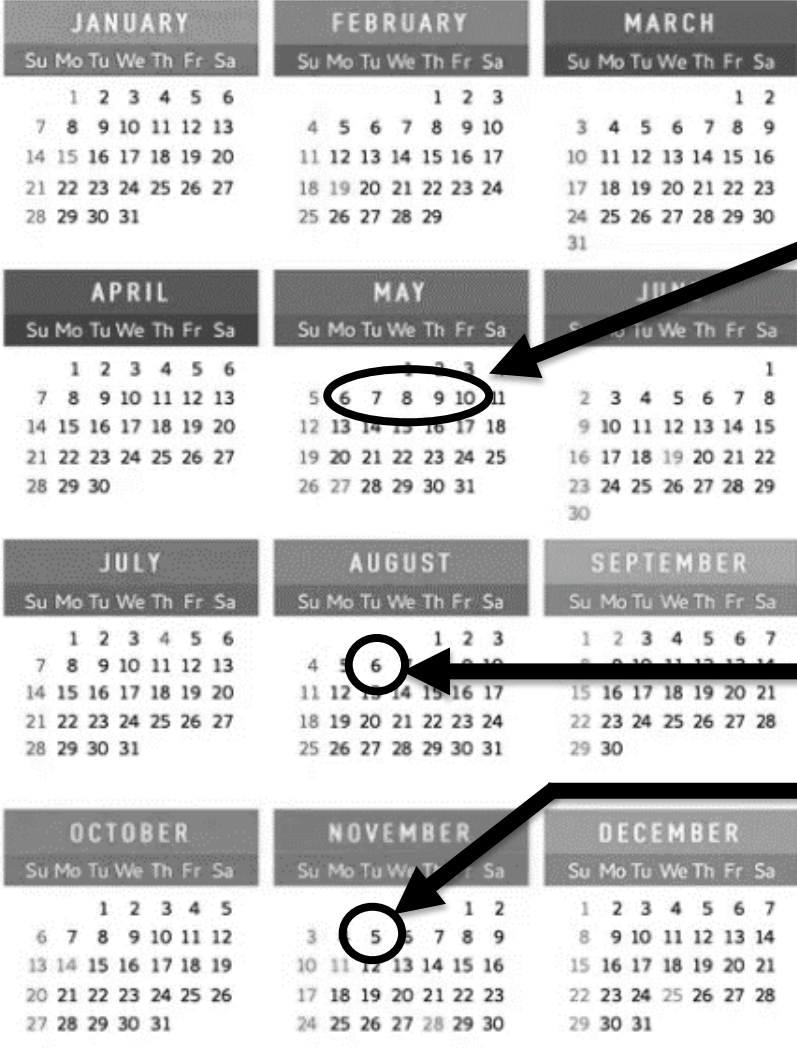
Freeze  
Period

# Appointment Process Scenario 1

2023



2024



Candidate  
Filing Week

Primary

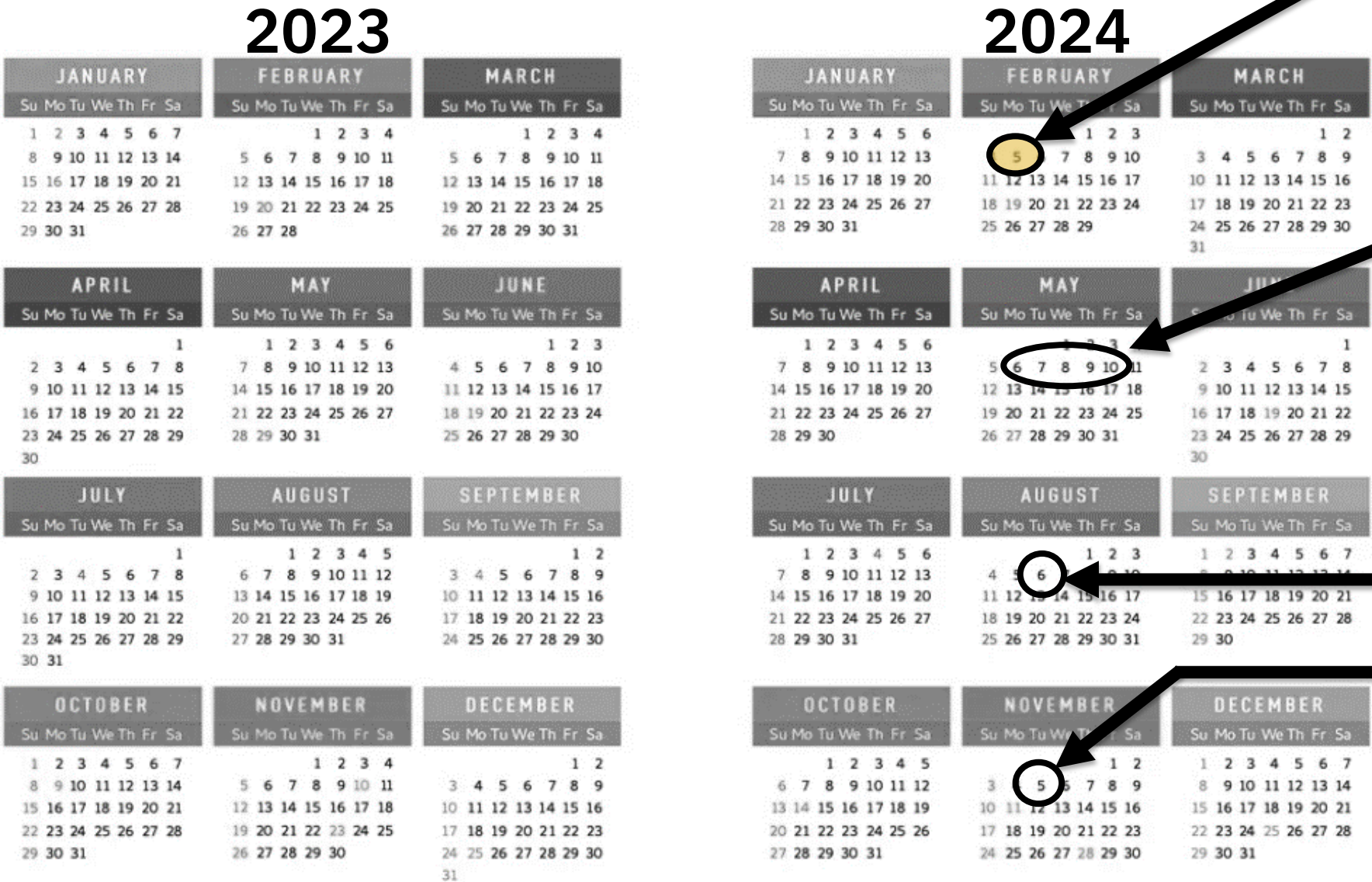
General  
Election



6-8 Week  
Recruitment

Freeze  
Period

# Appointment Process Scenario 1



Vacancy

Candidate  
Filing Week

Primary

General  
Election



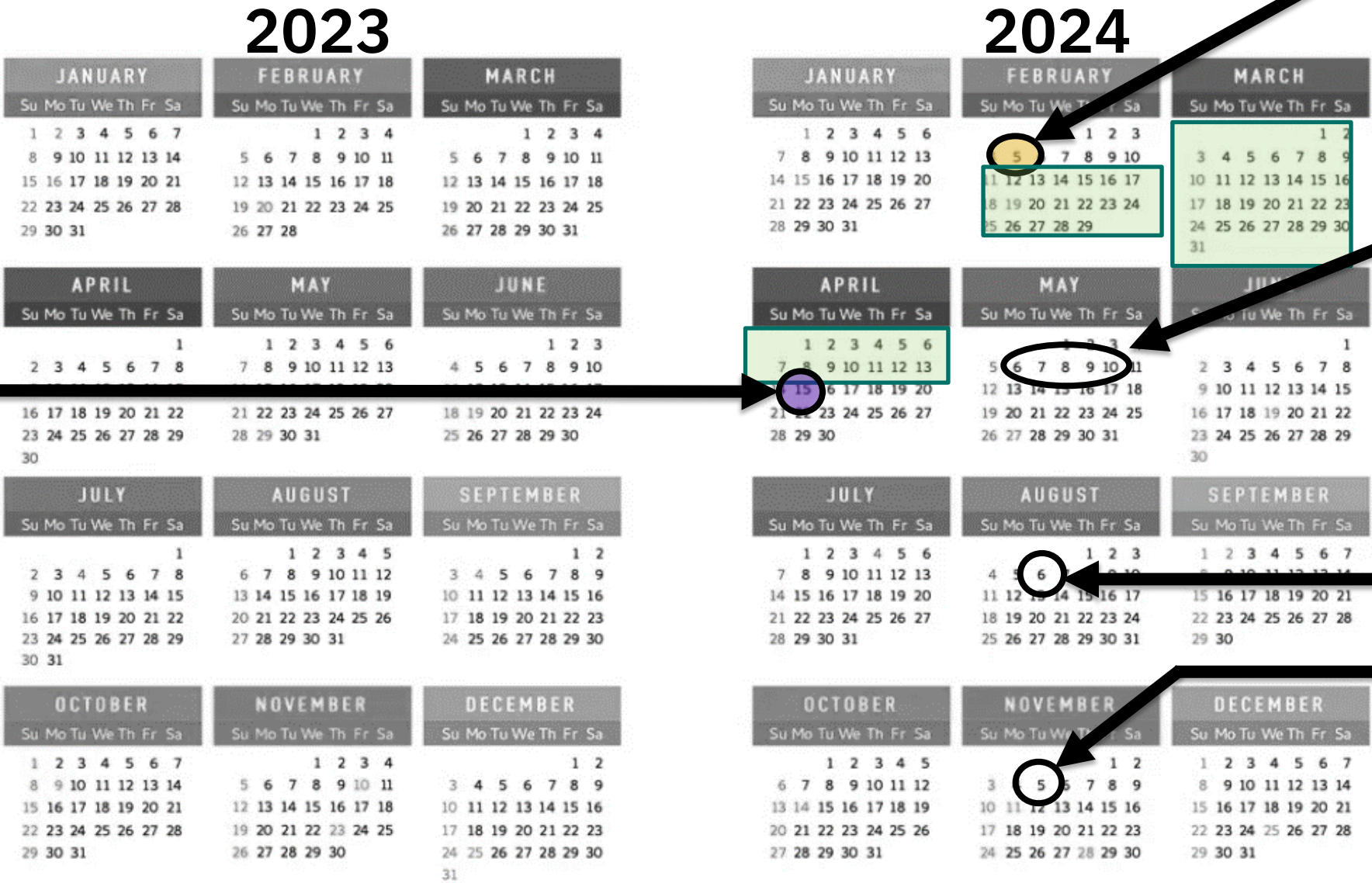


# Appointment Process Scenario 1

6-8 Week  
Recruitment

Freeze  
Period

Council  
Appointment



Vacancy

Candidate  
Filing Week

Primary

General  
Election

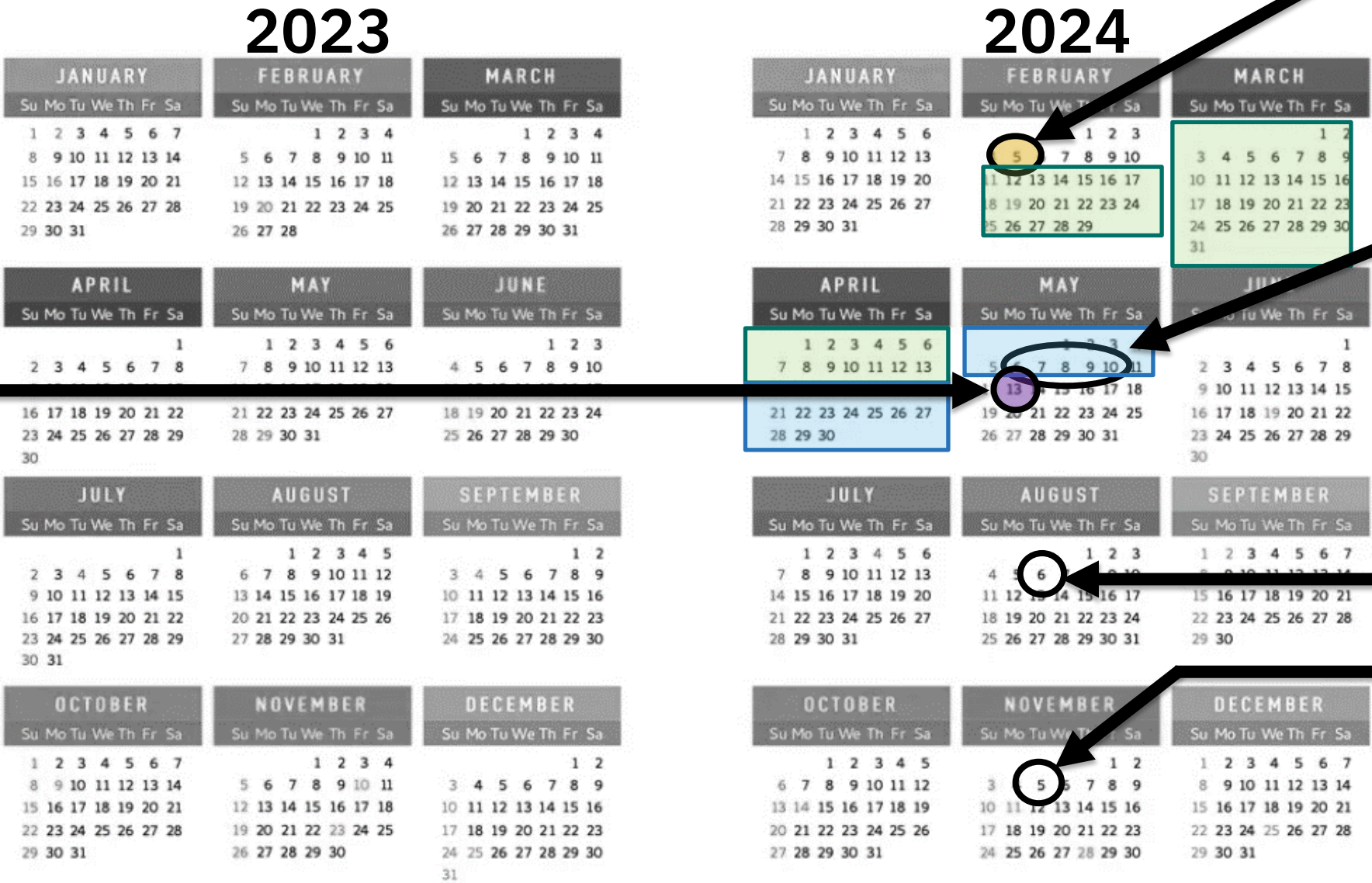


# Appointment Process Scenario 1

6-8 Week  
Recruitment

Freeze  
Period  
4 Weeks  
Councilmanic

Council  
Appointment



Vacancy

Candidate  
Filing Week

Primary

General  
Election



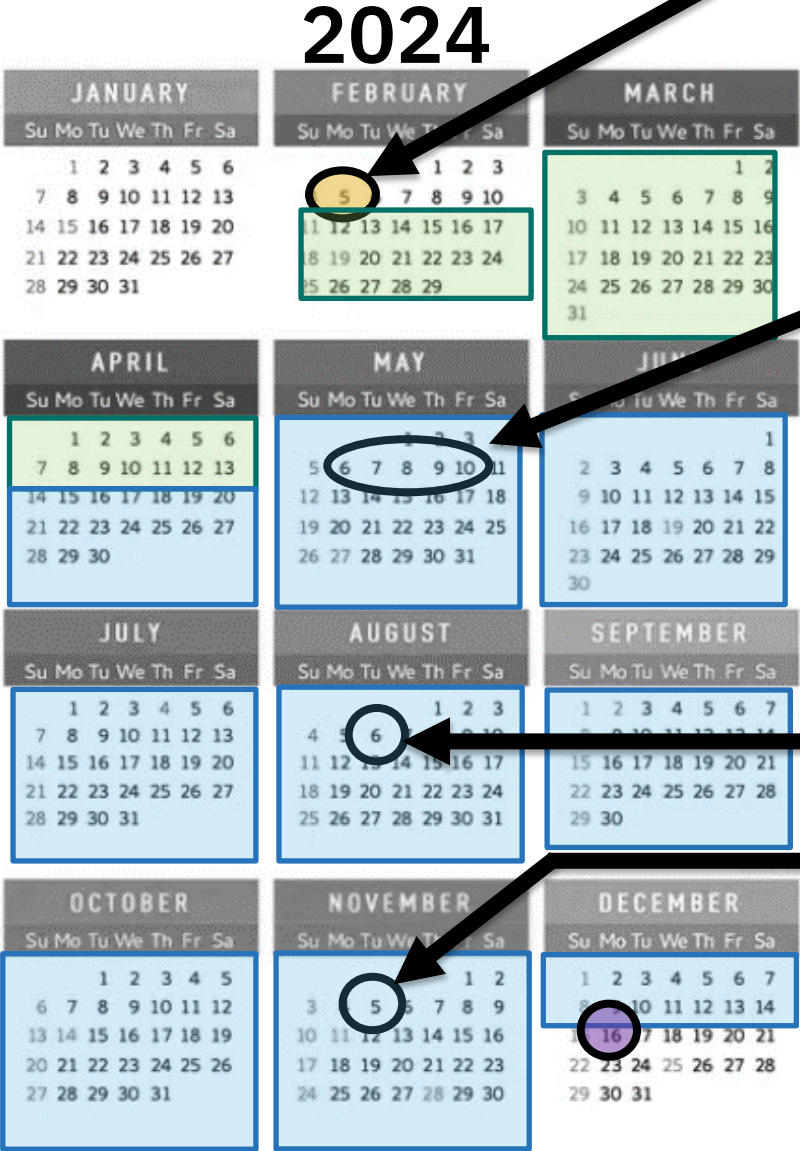


# Appointment Process Scenario 1

6-8 Week  
Recruitment

Freeze  
Period  
  
Charter  
Amendment  
Required

No Council  
Appointment



Vacancy

Candidate  
Filing Week

Primary

General  
Election







## Scenario 2

Council vacancy effective  
28 Nov 2023

**Councilmanic Freeze**  
of 4-6 weeks results in  
no discernable benefit.

**Charter Amendment**  
would be needed to leave  
seat vacant until after  
2024 filing week.





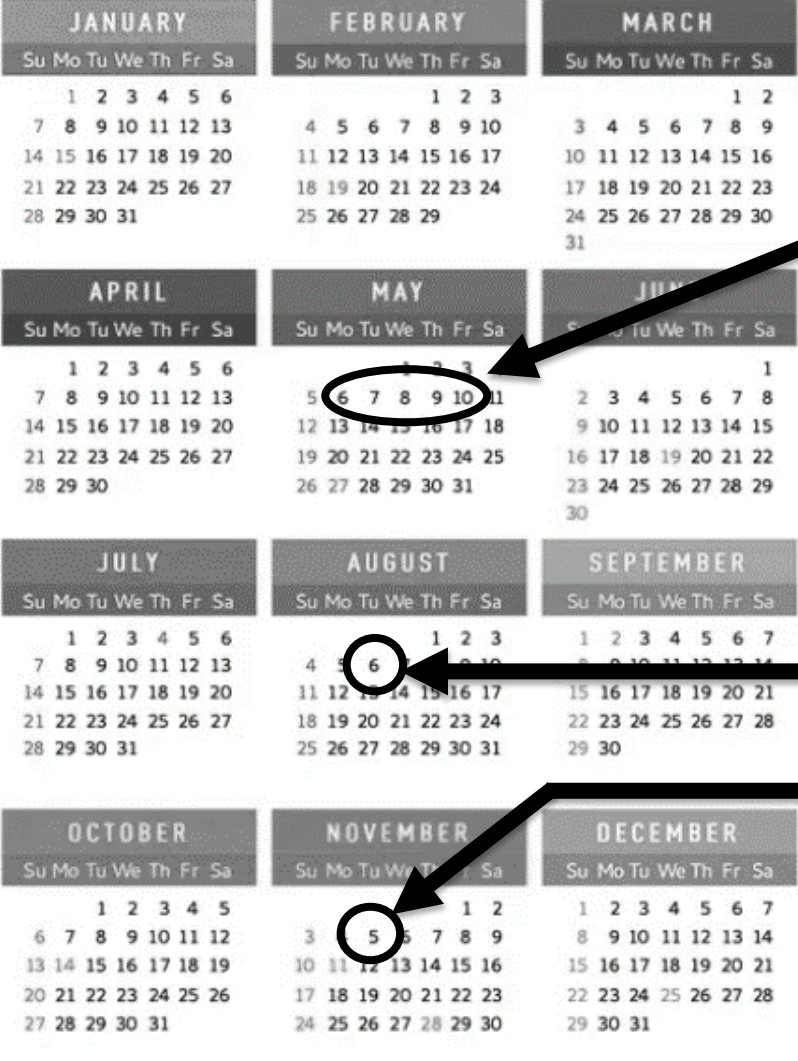
# Appointment Process Scenario 2

6-8 Week  
Recruitment

No Freeze  
Period

2023

2024



Candidate  
Filing Week

Primary

General  
Election

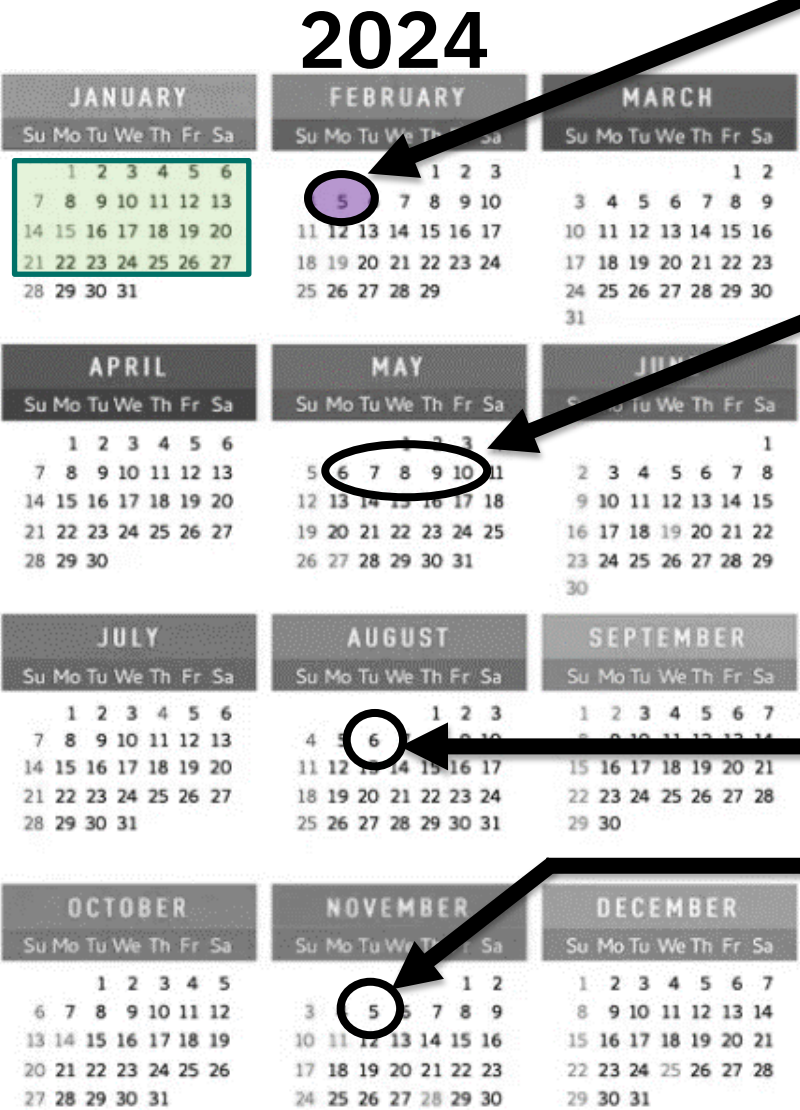


Vacancy

# Appointment Process Scenario 2

6-8 Week  
Recruitment

No Freeze  
Period



Council  
Appointment

Candidate  
Filing Week

Primary

General  
Election



Vacancy



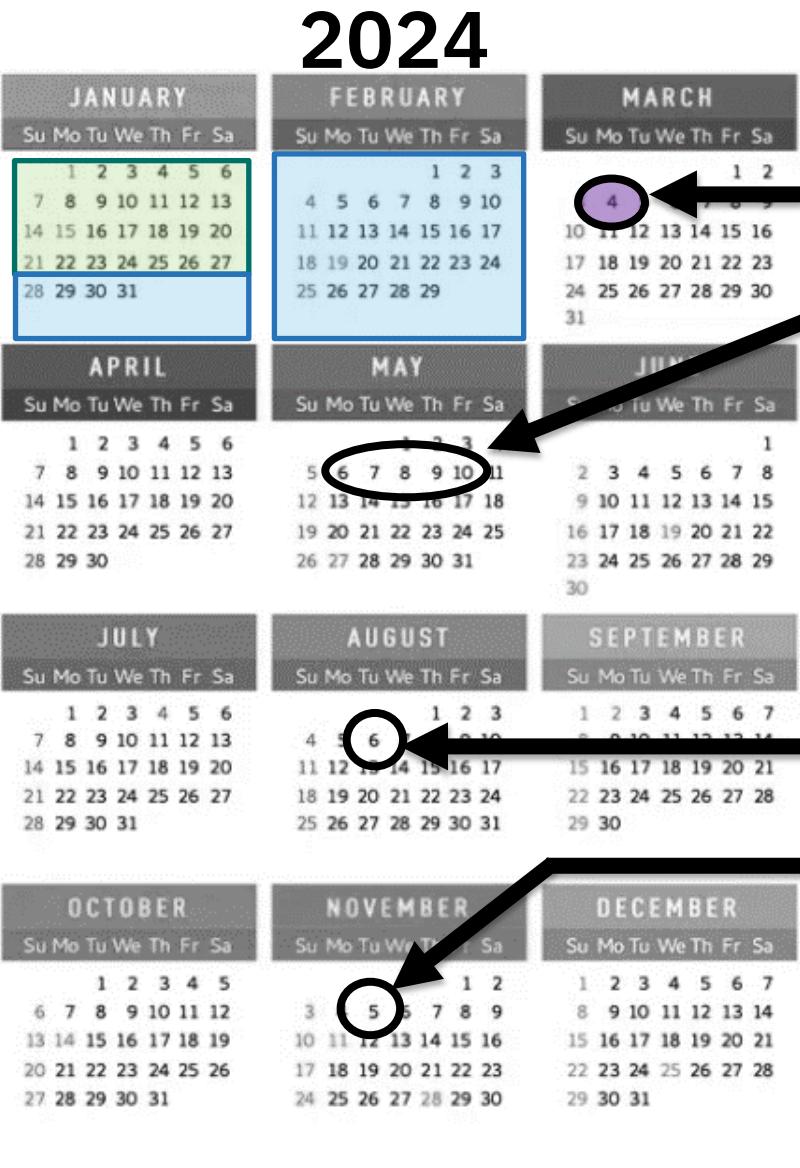
# Appointment Process

## Scenario 2

6-8 Week  
Recruitment

Freeze  
Period

4 Weeks  
Councilmanic



Council  
Appointment

Candidate  
Filing Week

Primary

General  
Election



# Appointment Process Scenario 2

6-8 Week  
Recruitment

Freeze  
Period

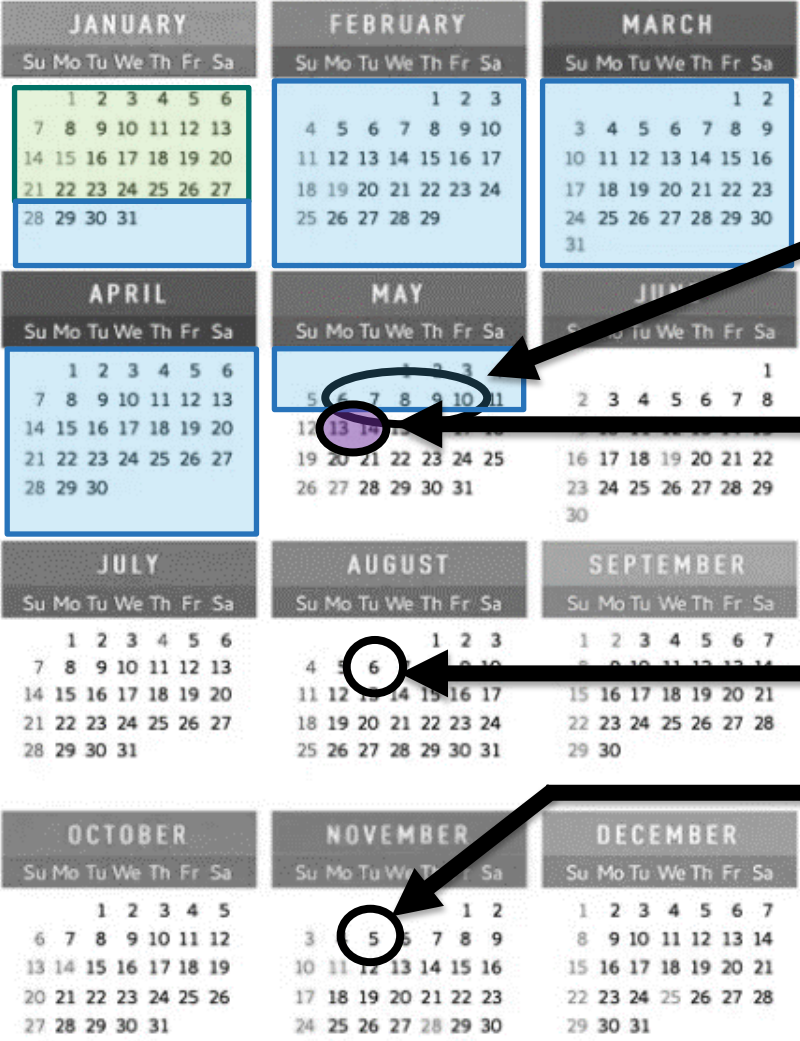
Charter  
Amendment  
Required

Vacancy

2023



2024



Candidate  
Filing Week

Council  
Appointment

Primary

General  
Election







## Scenario 3

Council vacancy effective  
15 May 2023

**Councilmanic Freeze**  
of 4-6 weeks results in  
no discernable benefit.

**Charter Amendment**  
would be needed to leave  
seat vacant until after  
2024 filing week.





# Appointment Process

## Scenario 3

6-8 Week  
Recruitment

Freeze  
Period



Candidate  
Filing Week

Vacancy

Candidate  
Filing Week

Primary

General  
Election



# Appointment Process

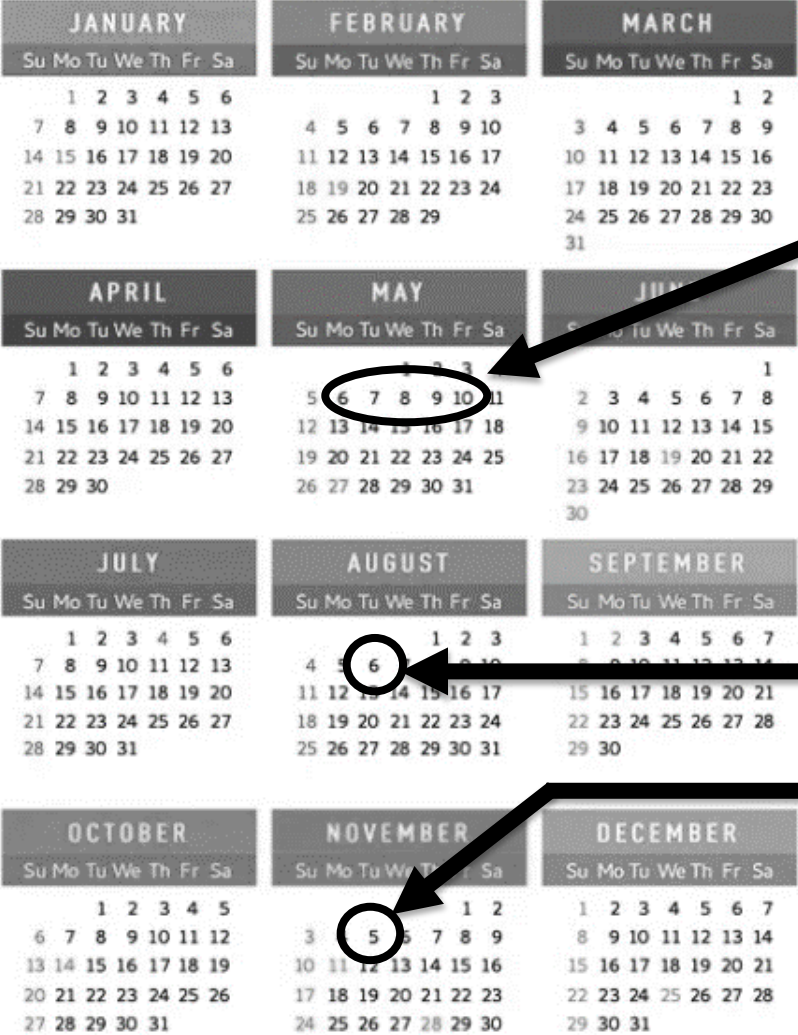
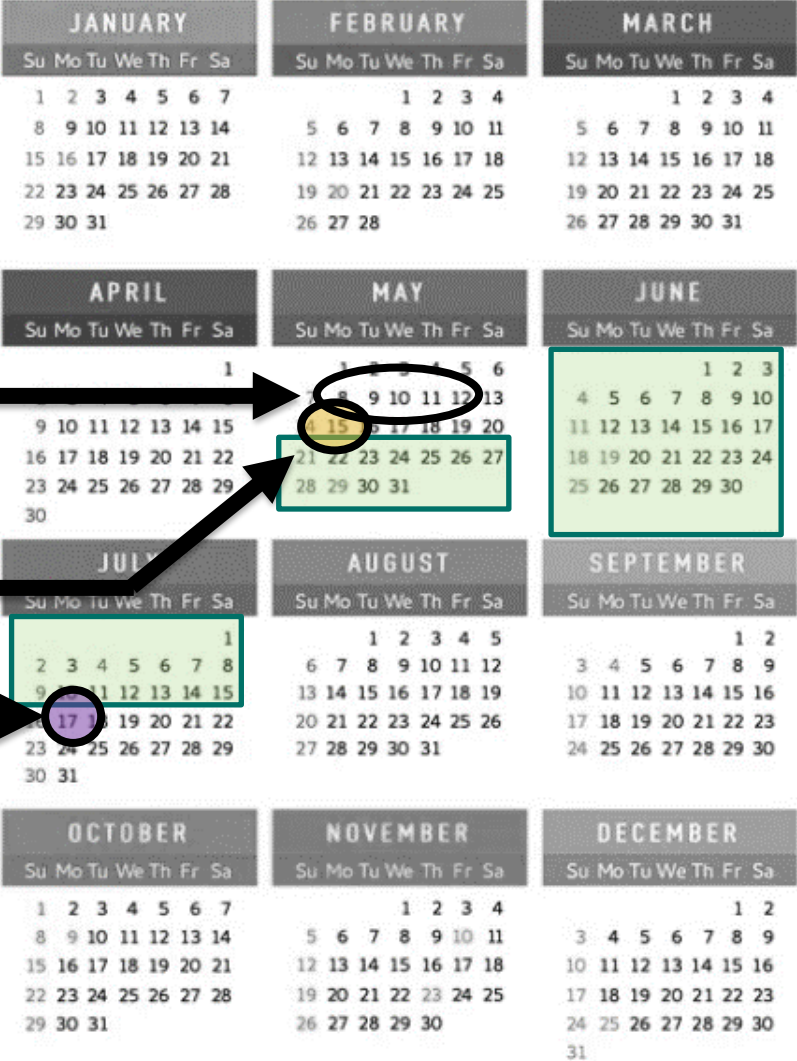
## Scenario 3

2023

2024

6-8 Week  
Recruitment

Freeze  
Period



Candidate  
Filing Week

Candidate  
Filing Week

Vacancy

Council  
Appointment

Primary

General  
Election





# Appointment Process

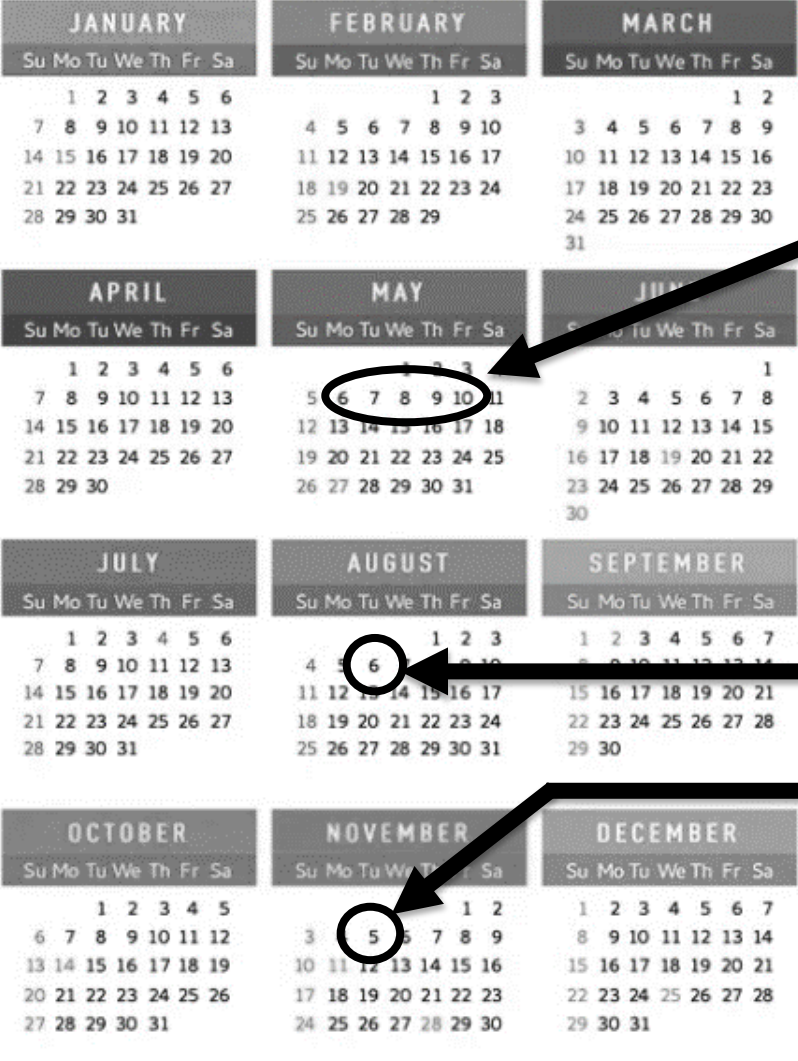
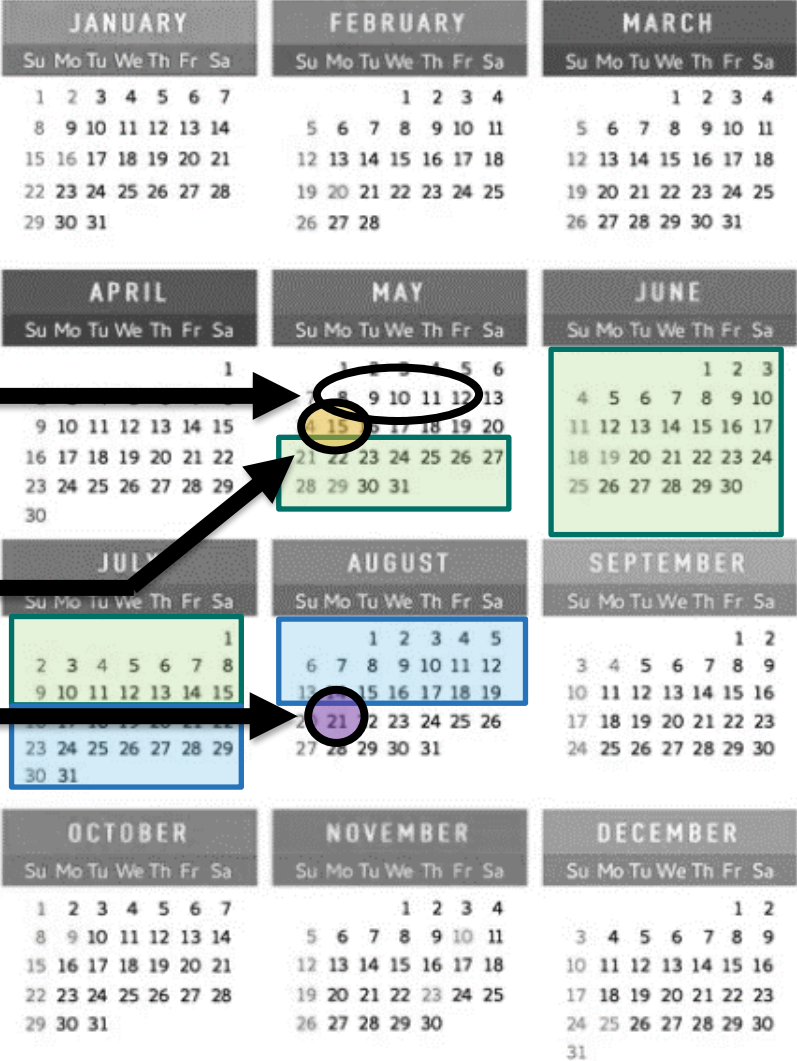
## Scenario 3

2023

2024

6-8 Week  
Recruitment

Freeze  
Period  
4 Weeks  
Councilmanic



Candidate  
Filing Week

Primary

General  
Election



## 6-8 Week Recruitment

## Charter Amendment Required

## Vacancy

# Council — Appointment

## Candidate Filing Week

## Primary

# General Election







# Next Steps

- **April 1, 2024 Workshop –**  
(Additional dates as desired by Council)
- City Attorney to draft any desired amendments
- Preview changes under “Manager Communications”
- Formal consideration of Amendments via Resolution on Consent Agenda





# Thank You

