Memorandum

DATE: November 23, 2020

TO: Vancouver City Council

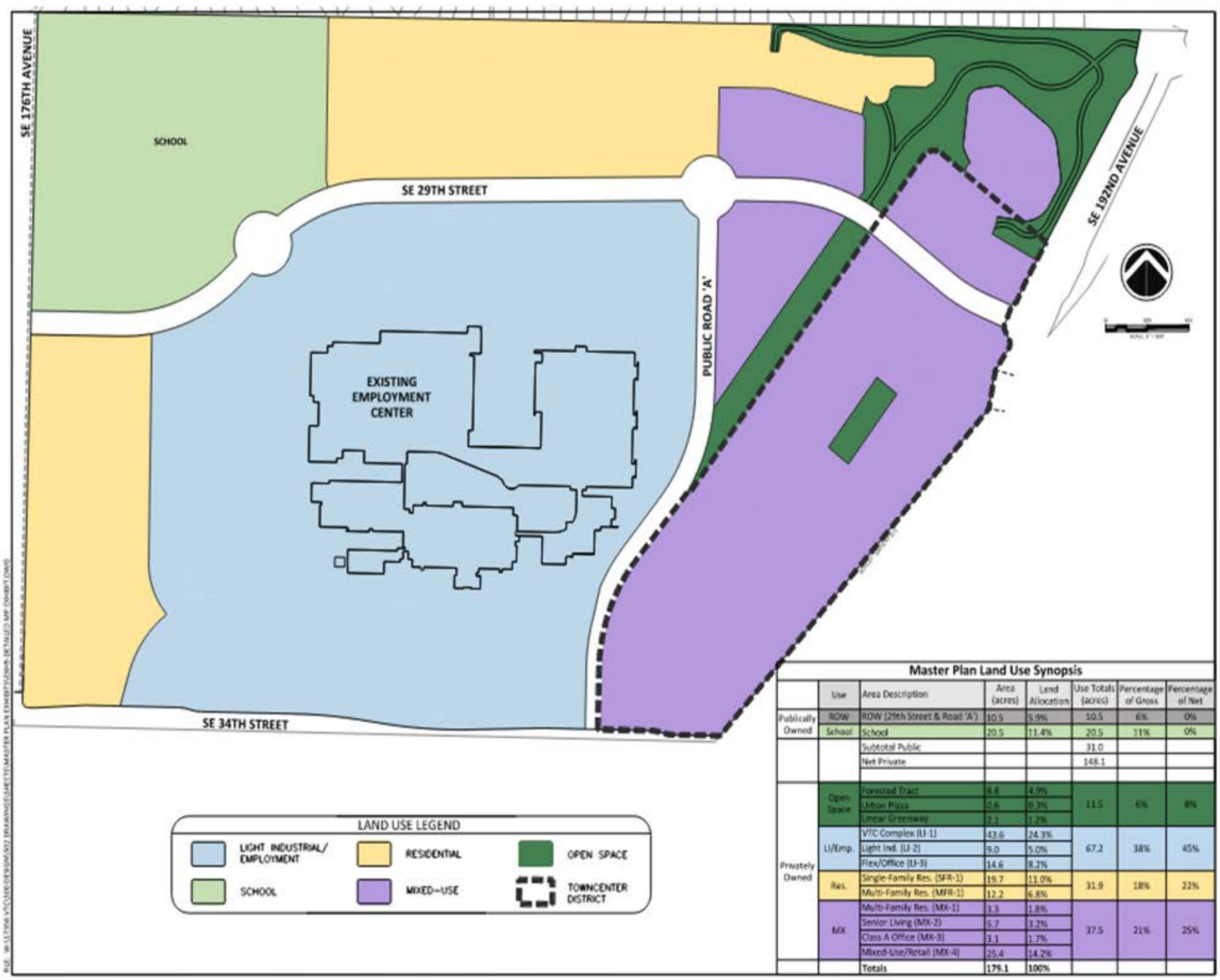
FROM: Bryan Snodgrass, Principal Planner, Community and Economic Development Department

RE: November 23 Council workshop review of proposed Vancouver Innovation Center (VIC) Project

The VIC proposal consists of a proposed Comprehensive Plan and zone change to Commercial and Mixed Use/MX, as well as approval of a mixed use Master Plan and a Development

Agreement. The November 23 Council workshop follows a brief introduction of the proposal during staff communications at the November 2 City Council meeting. A second Council workshop is schedule for December 21, with hearings anticipated in 2021. The proposal is currently undergoing workshop review by the Planning Commission, including workshops on August 11, September 8 and, most recently, November 10. Application material submitted to date are lengthy. The most recent set of materials is [here](), with an executive summary beginning on page 7.

The proposal site is 179 acres, with approximately 47 acres in the middle of the site containing a light industrial building complex with associated parking. Currently, approximately 1,000 people are employed at the site. The remaining 132 acres are undeveloped, including a large wooded area in the northeast portion of the site. The proposal envisions that development of the site will be guided by the draft master plan below, which will accommodate approximately 5000 to 6400 jobs, a new school, and 1100 to 1300 residential units at full buildout:



Master Plan Land Use Synopsis

	Use	Area Description	Area (acres)	Land Allocation	Use Totals (acres)	Percentage of Gross	Percentage of Net
Publically Owned	ROW	ROW (29th Street & Road 'A')	10.5	5.9%	10.5	6%	0%
	School	School	20.5	11.4%	20.5	11%	0%
		Subtotal Public			31.0		
		Net Private			148.1		
Privately Owned	Open Space	Forested Tract	8.8	4.9%	11.5	6%	8%
		Urban Plaza	0.6	0.3%			
		Linear Greenway	2.1	1.2%			
	LI/Emp.	VTC Complex (LI-1)	43.6	24.3%	67.2	38%	45%
		Light Ind. (LI-2)	9.0	5.0%			
		Flex/Office (LI-3)	14.6	8.2%			
	Res.	Single-Family Res. (SFR-1)	19.7	11.0%	31.9	18%	22%
		Multi-Family Res. (MFR-1)	12.2	6.8%			
	MX	Multi-Family Res. (MX-1)	3.3	1.8%	37.5	21%	25%
		Senior Living (MX-2)	5.7	3.2%			
		Class A Office (MX-3)	3.1	1.7%			
		Mixed-Use/Retail (MX-4)	25.4	14.2%			
		Totals	179.1	100%			

Details of future development envisioned are as follows:

- The blue light industrial area in the middle of the site with the existing 700,000 square foot building complex will be retained and improved with an intended future yield of approximately 3,000 jobs, up from 1,000 jobs currently. An additional 500,000 to 900,000 square feet of new industrial buildings elsewhere in the blue area are envisioned to accommodate 1,600 to 2,500 additional jobs.
- In the tan residential area at the north edge of the site125 to 190 single family units are planned, with 90-290 medium-density multi-family units envisioned in the tan area on the west edge of the site.
- The light green area in the northwest corner is envisioned as a public middle school site employing approximately 130 persons.
- The purple mixed use area in the eastern portion of the site is intended primarily for mixed use buildings with multi-family housing over retail, as well as individual apartment buildings and a senior housing facility. At buildout this area is envisioned by the applicant to accommodate 300 to 575 new jobs and 540 to 610 multi-family units. A senior housing facility with 250 units is also planned in this area.
- Approximately 11.5 acres of green open space are proposed, through the retention of some of the forested area in the northeast portion of the site, a linear greenway extending from the forested area, and a separate urban plaza within the purple mixed use area.
- Two major public roadways are planned to serve the site, SE 29th Avenue running east-west, and Road A running north-south.

Renderings of bird's eye views of the site from various angles at buildout begin at page 66 of the most recent application materials submitted.

The following is staff's summary of the project components, and the status of key issues raised during the Planning Commission review thus far:

Plan/zone map change: City standards require all map designation changes to show consistency with the balance of goals in the Vancouver Comprehensive Plan and Strategic Plan. The most pertinent of these for proposed rezones of industrial land such as this is Comprehensive Pan Policy EC-5, which restricts zone changes that reduce high-wage employment capacity unless long term economic health is promoted. This issue remains under discussion at the Planning Commission, with some members expressing reservation about converting the site to mixed use and losing the possibility of future site redevelopment by a single large industrial user. CREDC staff spoke in favor of the proposal the September 8 commission workshop. In staff's view the proposal if implemented can likely meet this threshold, since it envisions roughly three times as many jobs on the site at build-out (5000 or higher versus approximately 1600) than would be typically assumed for a generic industrially-zoned property of this size under countywide vacant lands modeling. The applicant's original economic analysis projects (Page 140 of application materials) that the jobs will average incomes of $61,000 annually, compared to a countywide average of $55,000. To further inform these economic considerations, to the City has initiated an independent analysis of economic considerations and questions raised by the Planning Commission regarding the industrial viability of the site and general value changes associated with the rezone.

Compliance with other non-economic Comprehensive Plan policies can likely be demonstrated by the potential of the proposal, if realized, to develop the site in an integrated mixed-use fashion with housing types and densities that increase areawide choices and attainability. The proposal will also need to demonstrate consistency with policy requirements to provide adequate services for the development, including transportation and parks.

Master Plan: Development of multiple-building sites in the proposed MX zone (VMC 20.430.060.C) requires approval of a Master Plan containing various components and demonstrating compliance with various standards. Proposed uses must be physically and functionally integrated within the site; contain one or more common design characteristics; achieve minimum residential density and non-residential floor area ratio (FAR) levels; and provide parking within maximum and minimum levels and include a parking plan. Outdoor publicly accessible gathering spaces encompassing 5% of the total site are also required. Any proposed allowed uses that differ from those specified by MX standards must be identified. Master Plan requirements allow for potential deviation at the time of adoption of up to 25% from numeric standards where justified, and prescribe future review processes for any subsequent changes to an approved master plan. Conditions of approval may be established for a Master Plan. Future development must occur in a relatively balanced manner, with no more than 50% of any major use type allowed until at least 25% of all other major use types in the Master Plan are built.

Recent updates to the proposed Master Plan address some of the concerns raised in the original Planning Commission workshops. The new Master Plan identifies various open space areas as required by MX standards. 11.5 acres of open space are identified on the Master Plan map shown in this report, which depending on how it is used may comply with MX code requirements to provide at least 5% of the site, or 9 acres in this case, for outdoor publicly accessible courtyards, gathering spaces, or seating areas to encourage interaction. Beyond the 11.5 acres shown in the Master Plan, page 16 of the new application materials includes an open space synopsis showing additional linear landscaped areas and a courtyard within the existing industrial building complex, but it is not clear that these additional amenities would meet MX requirements for publicly accessible gathering spaces to facilitate interaction.

Discussions continue between the applicant and City parks and planning staff to determine if the proposed Master Plan gathering spaces or other land on the site can be used to meet existing and increased demand for public parks. Attachment A of this report is an expanded discussion provided by City parks staff of those needs. In the eastside Park Impact Fee District C in which this proposal is located, there is currently a 186-acre deficit for public Community Parks, and a 44-acre deficit for Neighborhood Parks. The VIC proposal envisions 1100 to 1300 new residential units as well as extensive employment activities which would further increase the deficit by an estimated 14 to 17 acres. As indicated in the attachment, the forested area in the northeast portion of the site is an appropriate location for a park, but it would need to be a consolidated site that meet the public park needs that are created by this proposal, and preferably also contribute to lowering the existing District-wide deficit. Parks land dedicated to the City would be eligible for future PIF credits and could also be used to comply with MX code requirements for gathering spaces. Staff is continuing to work with the applicant team to address these issues and anticipate bringing a more detailed analysis to the Planning Commission for review at the next workshop on December 8. City staff and applicant representatives toured the site and the forested area on October 22, maintaining all public health protocols related to the current COVID-19 pandemic and associated City policies.

The applicant initially indicated the proposal would not be able to comply with MX code standards for the minimum average floor area ratio (FAR) of non-residential buildings throughout the site, and maximum number of site parking spaces. The MX code contains an allowance for a 25% adjustment of any numerical standard where warranted, which would effectively result in a minimum average floor area ratio of 0.37% (meaning a two story building would be required to cover slightly more than 1/6 of a site footprint) and a maximum of total parking spaces equal to 144% of the minimum required, to be determined when specific uses are identified. The applicant more recently indicated the proposal could comply with these MX standards, provided they are applied based on the portion of the site involved (i.e. residential standards in the residential area, etc.), and that the school site is not included. These are appropriate interpretations in staff's view.

Mixed Use Master Plans must also address traffic impacts. The applicant indicates that a full traffic analysis will be completed and available for staff review by mid to late November. The analysis will identify impacts from the proposal, including at 192^{nd} Avenue intersections with SE 15^{th}, 20^{th}, 25^{th}, 29^{th}, and 34^{th} Street; 176^{th} Avenue intersections with SE 20^{th}, 29^{th} and 34^{th} Street; and the intersections of SE 164^{th} Avenue and 29^{th} Street, SE 177^{th} Avenue and 34^{th} Street, and SE Hiddenbrook Drive and 34^{th} Street. The study will also include an accounting of PM peak hour trips passing through the proportionate share project at SE 192^{nd} Ave and the SR-14 westbound ramps, and a traffic calming assessment of SE 172^{nd} Ave between SE 29^{th} Street and SE 34^{th} Street. The trips vested by the existing DA will be replaced by the vesting of trips in the proposed new DA. The study will analyze the new trips and determine how the trips impact the transportation system. If the impacts can be mitigated, that mitigation will be included as a condition of the new DA. If mitigation is not feasible, a suitable replacement mitigation option will be included as a condition of the new DA.

Development Agreement: The most recent application materials on page 31 contain a draft Development Agreement. The applicant's draft DA references the proposed Master Plan including open space and parcelization components, traffic capacity and mitigation provisions, allowed land use uses, and proposed design standards. The proposed DA does not prescribe a total site investment figure, although the applicant has estimated that improvements to the existing industrial building complex will be approximately $20 million. These are envisioned as part of the first phase of development according to the applicant, followed shortly by office development in the MX areas and single family residential housing in the northern area, all within the first five years of project construction. Development of the school site, the remainder of the light industrial, and Class A office and senior housing in the MX areas, and multi-family housing in the southwest area might occur in a second five year period. Mixed use development with residential above commercial may follow in the third five year interval.

Staff is currently reviewing the DA, including the proposed design standards. Traffic provisions await completion of the applicant's traffic study anticipated in mid to late November. Proposed allowed land uses are appropriate with the exception of warehouse and freight movement, which appears inconsistent with the employment focus of the overall proposal. Additional issues needing be addressed in the DA include identification of the range of buildings in terms of square feet or units envisioned for each of the general use areas; specification of the review processes for future alterations to the master plan, if they differ from processes proscribed by existing city standards; general provisions for operation of future use of open space; sequence and phasing of development; and other considerations.

Public and Stakeholder Input: The Fisher's Landing East Neighborhood Association in which the site is located and the Fisher's Creek Neighborhood Association south of the site were notified of the original pre-application, and a Fisher's East representative was able to attend the conference in May. Since that time approximately 30 comments from area residents have been received, with concerns raised about impacts from traffic and housing on the site, impacts to public services, and a desire to retain all or most of the undeveloped portion of the site as a natural area or park. See Attachment B at end of November 10 Planning Commission staff memo for comments through October 26, and here for comments from October 27 to November 10. The applicant team has also reached out to the local community through hardcopy mail, and virtually.

The Planning Commission has further workshop review scheduled for December 8, and potentially also on January 12, 2021. The Council has a second workshop scheduled for December 21, and further review likely in early 2021 once the Planning Commission hearings process concludes.

Attachments:

A. Expanded Parks Discussion

Attachment A – Expanded Parks Discussion

Vancouver Innovation Center Project – Analysis of Parks and Open Space Needs: Discussion Draft

Park System Deficiencies

- Park Impact Fee District C located east of 205 to the City limits is significantly underserved in terms of park acreage.
- Based upon current population projects which are likely lower than actuals, there is a 186 acre Community Park deficit with an additional 44-acres needed for Neighborhood Parks. For the 10-year planning period to 2030 we anticipate a 209-acre Community Park deficit, and 59-acre Neighborhood Park deficit. The district has a surplus of Urban Natural Area of 22.8 acres (2020) and 14.9 acres (2030) respectively.
- There are only a few consolidated areas within District C that provide opportunities of viable buildable lands that to meet the community needs of parks and open space.

Park Land Need for the Proposed Project

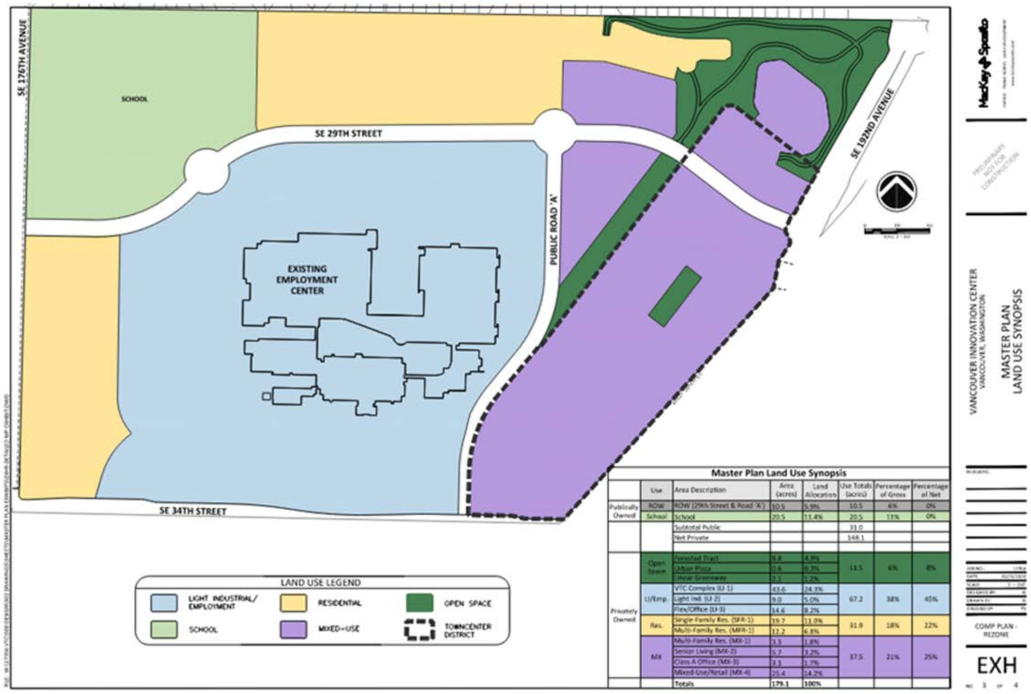
- The preliminary project proposes between 125 to 190 single family units, and 980 to 1150 multifamily residential units. Based upon adopted park standards identified the Comprehensive Parks, Recreation and Natural Areas Plan the project would add an additional demand of 14.38 to 17.55 acres of additional parks (11.98 – 14.63 acres) and open space (2.4 – 2.92 acres) that would add to the district deficit.

Project Proposal regarding Parks and Open Space

The applicant proposes a total of 11.5 acres of open space, including an 8.8 acres forested track with an internal and interconnected trail system, a 0.6-acre Urban Plaza, and a linear greenway/trail consisting of 2.1 acres.

Open Space Synopsis			
Area Description	Area (acres)		Percentage of Each Use
Tier 1 - Centralized Gathering Spaces			
Forested Tract	8.8	of 11.5 acres	76.5%
Urban Plaza	0.6	of 11.5 acres	5.2%
Linear Greenway	2.1	of 11.5 acres	18.3%

MX Zone Requirements



VMC 20.630.060 (C) (2) (d) of the MX zoning code requires *"One or more outdoor publicly accessible features shall be provided to encourage interaction among residents or users of the site, including but not limited to courtyards, delineated gathering spaces, or seating areas. These areas may be paved and/or landscaped and must comprise at least 5% of the total site area and be centrally located within the site to fullest extent possible".* Based upon these project requirements approximately 9 acres or open space area would be required to meet the MX standards.

Park/Open Space Expectations:

The park amenities currently supported by the park impact fee program include Neighborhood and Community Parks and Urban Natural Areas. As noted, the critical deficit for the district is for Community Park land which are typically 20-100 acres in size, provide a focal point and gathering place for broad groups of users, draw users from a one-half mile to three mile service area, incorporate both active and passive recreation spaces, and provide support facilities including parking and restrooms.

- The forested area located in the northeast corner of the project area could be a quality addition to the park system but must be of a consolidated area to meet the needs of the project development, and preferably exceed that by a minimum of 10 acres to reduce the current and projected park district deficit. The area offers a mixed-species tree canopy with an open meadow, and easy connection to the 192nd pedestrian corridor.
- The property could be developed and dedicated to the City in exchange for future PIF credits. The land dedication value would be determined through an independent property appraisal and appraisal review based upon current zoning and property conditions.
- The 0.6-acre public plaza is located in the core of the mixed uses rather than continuous to the forested area. Trails/linear greenways and urban density public plazas are applauded and encouraged to provide quality work and living environments, but they do not directly support

the park types identified in the Park Plan or PIF Program. The public plaza and the linear greenway appear to be project improvements that are planned and designed to provide service for the use and convenience of the occupants or users of the project, versus the public park system. (Project improvements per RCWs are not eligible for PIF expenditures or PIF credits.)

Vancouver Innovation Center Development Agreement, Plan/Zone Change, and Master Plan

November 23, 2020

Vancouver City Council Workshop

Chad Eiken, Community and Economic Development Director

Bryan Snodgrass, Principal Planner, Community and Economic Development Department

CITY OF Vancouver WASHINGTON

Presentation Overview

- Continued and expanded discussion from staff introduction at November 2nd Council meeting
- Staff to provide short presentation on project components, compliance issues and Planning Commission workshop discussions
- Applicant representatives also available to answer questions

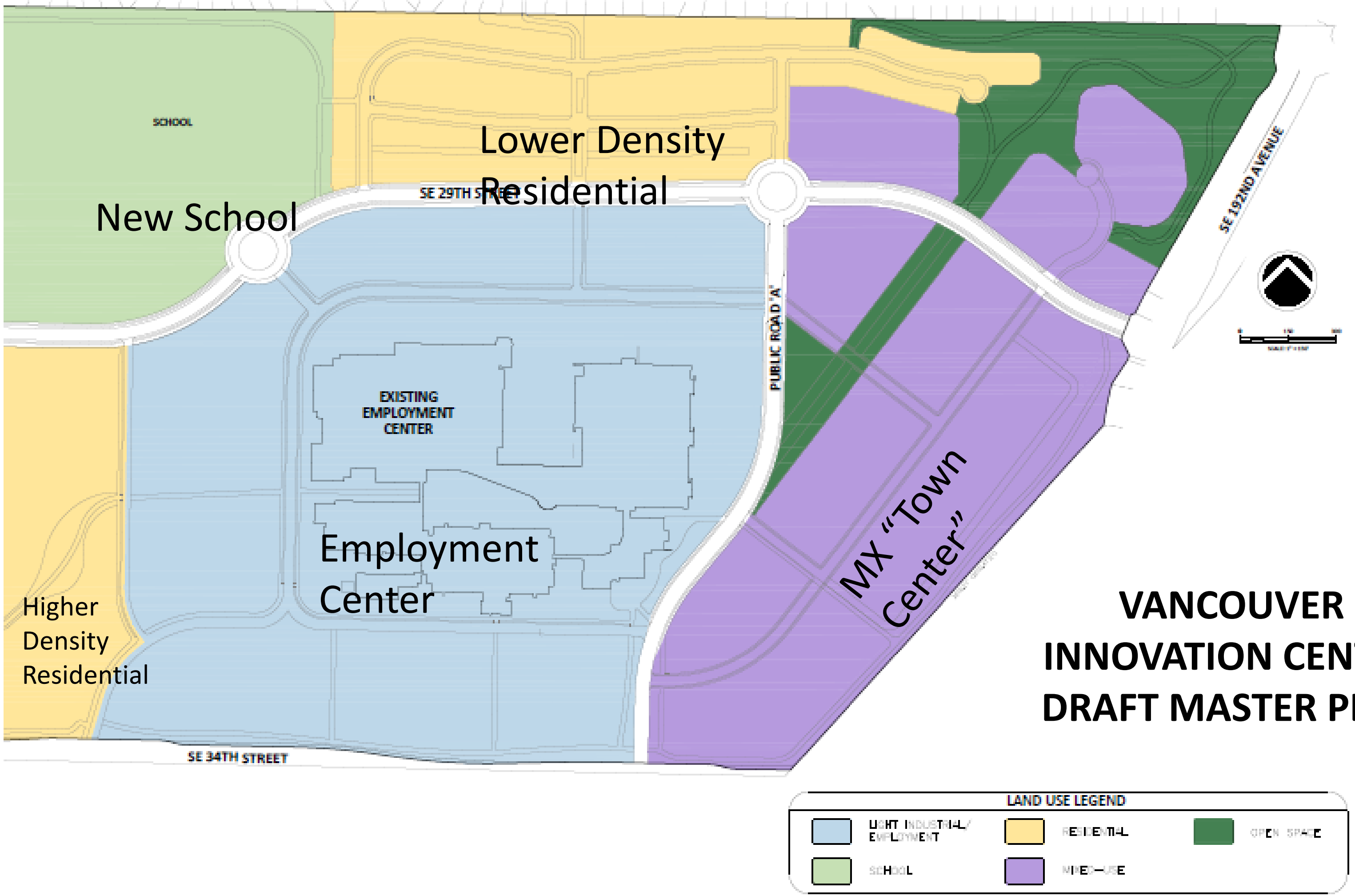

R-9
SE 24TH CIR
R-18
IL
SE 176TH AVE
R-9
SITE
SE 34TH ST
192ND AVE
NA
CC

Background

- Existing 47-acre light industrial development with 700,000 square foot building complex with 1000 current employees to remain. Improvements proposed to raise employment to 3000.
- Remaining 132 acres to be developed with a new school site; approximately 1100-1300 units of single, multi-family and senior housing units; and roughly 640,00 to 1,170,000 additional square feet of light industrial, office, commercial, and mixed-use buildings, accommodating an additional 2000-3400 employees, bringing total site employment to 5000 to 6400 at buildout, per applicant.

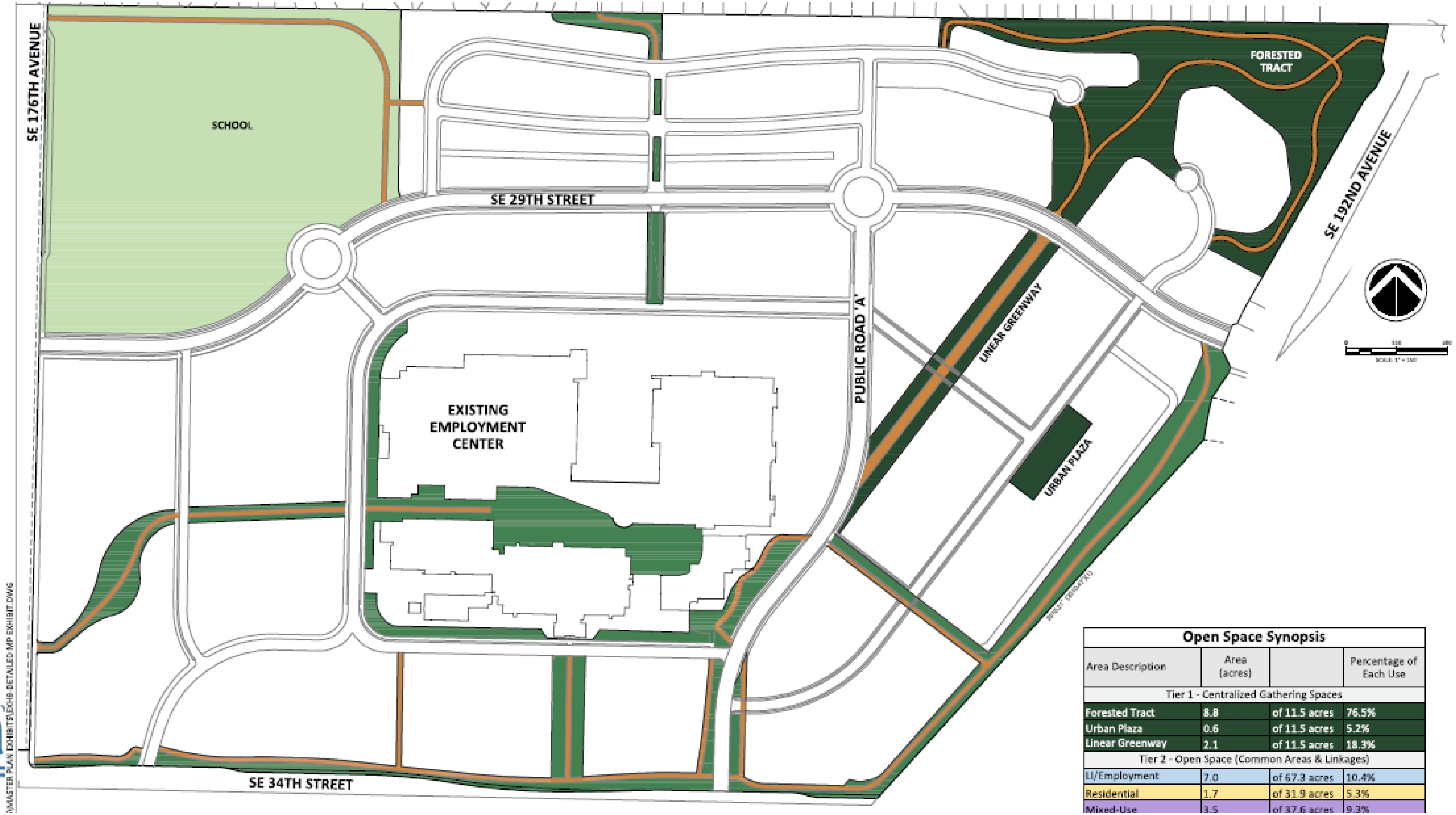
Background (continued)

- Planning Commission: Makes recommendation to City Council on Plan/zone map designation change, Master Plan and Development Agreement (D.A.), following a public hearing
- City Council: Final decision maker on above actions following public hearing
- The D.A. is a legislative action and can be discussed by Council at workshops without implicating quasi-judicial rules
- City Councilmembers are encouraged to provide general direction, but should not make up their minds on the elements of the Comp Plan, Master Plan or Rezone until after the public hearing



VANCOUVER INNOVATION CENTER DRAFT MASTER PLAN

Additional Roads and Open/Landscaped Areas



Open Space Synopsis

Area Description	Area (acres)		Percentage of Each Use
Tier 1 - Centralized Gathering Spaces			
Forested Tract	8.8	of 11.5 acres	76.5%
Urban Plaza	0.6	of 11.5 acres	5.2%
Linear Greenway	2.1	of 11.5 acres	18.3%
Tier 2 - Open Space (Common Areas & Linkages)			
LI/Employment	7.0	of 67.3 acres	10.4%
Residential	1.7	of 31.9 acres	5.3%
Mixed-Use	3.5	of 37.6 acres	9.3%

Buildout Rendering – From Directly Above

Buildout Rendering – From Southeast

Buildout Rendering – From Southwest

Outreach to date

- Local neighborhood associations notified by City at spring pre-application stage. Most extensive notice planned prior to 2021 Planning Commission and Council public hearings.
- Applicant notice through hardcopy mail and virtual meetings.
- Approximately 30 comment received thus far, with concerns focused on impacts to area traffic and other services, retention of site natural areas, compatibility of multi-family housing with surrounding neighborhoods, and climate/sustainability impacts.

Proposed Development Agreement

- **Master Plan:** Expanded to reference the proposed Master Plan including open space and parcelization components, traffic capacity and mitigation provisions, allowed land use uses, and proposed design standards.
- **Traffic Impacts:** Traffic provisions dependent on traffic study to be finalized in coming weeks. Includes analyzing new trips generated by current proposal and identifying mitigations.
- **Land Uses:** Allowed land uses appear reasonable with possible exception of warehousing and freight. Design standards under review.
- Will need to be expanded to oversee proposal.

Status of Key Issues

- Planning Commission:
  - discussion continues regarding rezone from Light Industrial to Mixed Use
  - some concern about losing long term opportunity for single large industrial user.
  - Additional independent economic analysis being commissioned.
- Status quo implications -If IL zoning retained:
  - future industrial development likely need to demolish existing building complex or locate around it.
  - Review would likely occur though individual site plans under existing development standards, without:
    - Opportunity to secure park lands or Park Impact Fees
    - Requirement for integrated design
    - Requirement for usable open space.

Status of Key Issues

- Traffic:
  - Applicant's traffic study anticipated to be completed in mid to later November
    - examine impacts to 12 nearby intersections
    - traffic calming assessment of 172nd Avenue between 29th and 34th Streets.
- Parks:
  - Potential acquisition of park site to address additional public park demand created by VIC and existing areawide deficit
  - Ownership/management status issues to be resolved.

Status of Key Issues

- Development Agreement:
  - Needs to address traffic mitigation, development phasing and implementation issue, provisions for future changes to proposal, and other items governing project
  - Master Plan:
    - Mapping and written descriptions need further fleshing out to meet MX code
    - Range of allowed number of units, building square footage for each subdistrict must be specified.
    - Parking plan needed.
  - Border issues should be addressed

Review Process

Planning Commission	City Council
8/11/20 Workshop (Done)	11/2/20 Staff time introduction (Done)
9/8/20 Workshop (Done)	11/23/20 Workshop on D.A.
11/10/20 Workshop(Done)	12/21/20 Workshop on D.A.
12/8/20 Workshop	Further Workshops TBD
Jan/Feb. 2021 Public Hearing TBD	Public Hearing Feb/Mar 2021

CITY OF Vancouver WASHINGTON

Questions and Discussion

- Bryan Snodgrass, Principal Planner, Community and Economic Development Department
  bryan.snodgrass@cityofvancouver.us, 360-487-7946

City of Vancouver

Greenhouse Gas Emissions Forecast & Target-Setting Memo

To: Mayor Anne McEnerny-Ogle and City of Vancouver Council Members.

CC: Aaron Lande, City of Vancouver

From: Tristan Smit & P.J. Tillmann, Cascadia Consulting Group

Date: November 17, 2020

Subject: **Greenhouse Gas Emissions (GHG) Forecast & Target-Setting Memo**

EXECUTIVE SUMMARY

The purpose of this memorandum is to support the City of Vancouver in selecting near- and long-term emissions reduction targets for both municipal operations and the community. This memo includes:

- Basic, Stretch, Bold, and Leading Edge target-setting options
- A community business-as-usual (BAU) forecast and an adjusted community BAU (ABAU) forecast

All target-setting options are based on best available science and the GHG inventory results.[1] The Stretch, Bold, and Leading-Edge targets are intended to meet or exceed current and anticipated state policy, as well as current best available science, to reach carbon neutrality by 2050 and keep global average temperature rise below 1.5°C (2.7°F). The **Stretch** target meets State policy while the **Bold** and **Leading Edge** targets exceed State policy. The Leading Edge target achieves the same reductions as the Bold, but with a more aggressive timeline. The **Basic** target is behind new State goals; however, this target aligns with previous science-based targets to achieve 80% emissions reduction by 2050 (i.e., 80x50), which corresponds to keeping global average temperature rise below 2°C (3.6°F). See Table 3 for further comparison of these target options.

Peer cities are pursuing carbon neutrality; some cities that previously adopted the 80x50 target are expected to update their targets to carbon neutrality (Table 2). Many leading cities also choose goals and targets for municipal operations that mirror or exceed their communitywide goals. Some cities that want to "lead by example" choose to adopt more aggressive goals for municipal operations to demonstrate their commitment.

The BAU and ABAU forecasts are based on results from the 2019 community and municipal GHG inventories and the recommended target; a summary of inventory findings is in the attached PowerPoint presentation.

Key Findings

- Vancouver's past emissions reduction performance suggests **the Bold target is highly feasible**; the Leading Edge target would be challenging. Both targets keep Vancouver ahead of State policy and provide a buffer should the State pursue more aggressive targets.
- The BAU forecast shows GHG emissions are projected to **increase** **5%** and **22%** by 2050 compared to 2007 (baseline) and 2019 (current) levels, respectively.
- However, the ABAU forecast suggests that, when adjusted for state policy directives such as the Clean Energy Transformation Act (CETA), GHG emissions will **decrease** **5% from 2007 baseline levels**.

EMISSIONS REDUCTION TARGET-SETTING OPTIONS

Avoiding the most catastrophic impacts of climate change will require efforts from national, state, and local levels of government, along with the private sector. Until recently, scientists projected that the world would need to hold global average temperature increases to below 2°C (3.6°F) above preindustrial levels to avoid the worst climate impacts. Achieving this would require an 80% reduction in global emissions by 2050. However, in 2018, the **Intergovernmental Panel on Climate Change** (IPCC) released the Special Report on Global Warming of 1.5°C. They concluded **global average temperature rise needs to remain below 1.5°C to avoid the worst climate impacts.**[1] Key findings from this report include:

- Preventing global warming of 1.5°C is only possible if global carbon dioxide (CO_2) emissions start to **decline well before 2030.** Curbing warming to 1.5°C can only be achieved if action is taken to reduce global CO_2 emissions by about **45% from 2010 levels by 2030** and to **'net zero' by around 2050.**
    - The previous 2°C warming threshold outlined that limiting warming required global CO_2 emissions to decline by about **25% from 2010 levels by 2030 and reach 'net zero' by around 2070 –** which has now been updated with the more aggressive 1.5°C targets.
    - **Net zero emissions** (also known as carbon neutrality) occurs when the quantity of CO_2 entering the atmosphere is equal to the amount removed (e.g., carbon capture and storage). As long as more CO_2 is added to the atmosphere than is removed, as is currently the case, global temperatures will continue to increase. Emissions prevention and reduction is an important part of achieving net zero emissions.
- **Reaching carbon neutrality (i.e., net zero) by 2050** may keep global temperature rise below 1.5°C.[1] Compared with a 2°C rise in global temperature, keeping global temperatures below 1.5°C means 50% fewer people may experience water scarcity, about 10 million fewer people may suffer from the impacts of rising seas, 2 billion fewer people may be exposed to heatwaves, and 50% fewer U.S. Gross Domestic Product losses can be expected.[1]

To slow climate change, the 2020 Washington Legislature revised the emission reduction targets set in 2008 to follow new, more aggressive targets.[2] The reduction targets specified by the State are consistent with substantial scientific evidence published by the IPCC. **Washington State now has the following targets:**

- By 2030, reduce GHG emissions to 45 percent below 1990 levels
- By 2040, reduce GHG emissions to 70 percent below 1990 levels
- **By 2050**, reduce GHG emissions to 95 percent below 1990 levels and **achieve net-zero GHG emissions**[2]

The HB 2311 bill requires state agencies to set a goal of net-zero carbon emissions by the year 2050. However, for City governments, it does not contain explicit policy and is not a required mandate. Nonetheless, we encourage the City of Vancouver to remain consistent with the State as it develops its Climate Strategy and to leverage State initiatives.

Numerous cities in Washington and around the United States have also established emissions reduction targets. These peer cities and municipalities helped inform the recommended emissions reduction targets for the City of Vancouver. Many cities with communitywide greenhouse gas emissions reductions targets also adopt targets for their municipal operations, which are either the same or have a more aggressive timeline then the communitywide target. **Many communities in the Northwest that originally adopted an 80% reduction by 2050 target are now looking to set more aggressive carbon neutrality targets. Table 1 provides a snapshot of current peer community targets.**

Table 1. Greenhouse gas reduction targets set by peer jurisdictions.

							Basic & Stretch								Bold & Leading Edge	
Emission Reduction Targets	30% by 2030		40% by 2030		45% by 2030		50% by 2030		70% by 2040		80% by 2050		Carbon neutral by 2050		Carbon neutral before 2050	
Sector	C	M	C	M	C	M	C	M	C	M	C	M	C	M	C	M
Bellevue, WA (2011 baseline)																
Everett, WA (2007 baseline)																
Redmond, WA (2007 baseline)													*	*		
Seattle, WA (2007 baseline)																
Spokane, WA (2005 baseline)																
Tacoma, WA (2007 baseline)																
King County, WA (2007 baseline)[3]													*	*		
Washington State (1990 baseline)																
Portland, OR (1990 Baseline)																
Copenhagen, Denmark (2005 baseline)																
Melbourne, Australia (2006 baseline)																

*Aspirational target and/or likely to adopt

C = Communitywide Target | M = Municipal Target

Vancouver's Target-Setting Options

The potential targets for the City of Vancouver have been categorized into four options, detailed below (see Table 2):

- **Basic targets** are consistent with the original targets set by many U.S. communities, when the scientific consensus was to keep global average temperature rise below 2°C, corresponding to an 80% emissions reduction by 2050.
- **Stretch targets** place Vancouver on a more aggressive path than historic and current trends, and are consistent with keeping global average temperature rise below 1.5°C. They are consistent with what many peer cities are doing or are expected to do, as well as best practices.
- **Bold targets** are significantly more aggressive than Vancouver's current pathway, and are consistent with keeping global average temperature rise below 1.5°C. They are consistent with what a few cities are doing, as well as best practices.
- **Leading Edge targets** are the most aggressive option and push Vancouver well ahead of the boldest cities acting on climate change and sustainability. They are consistent with keeping global average temperature rise below 1.5°C.

Cost Tradeoffs Over Time

The timing of climate action incurs cost tradeoffs:

- **Longer emissions reduction timeframes** provide more time for State & Federal standards to come into play, which typically lead to lower costs at the local level. However, delaying climate action can be more costly than proactive action. The longer the delay, the higher the cost of climate impacts.
- **Shorter emission reduction timeframes** may require additional local-level investment to implement strategies. The Leading Edge target would require the largest upfront investment and innovative technologies most peer cities have yet to adopt. However, acting more quickly reduces the cost of climate impacts and may result in a greater and quicker realization of co-benefits.

Table 2. Summary of Proposed Targets.

Current	Basic	Stretch	Bold	Leading Edge
Communitywide Targets				
Reduce GHG emissions annually (2007 baseline)	80% reduction by 2050 50% emissions reduction by 2030 (2007 baseline)	Carbon neutrality by 2050 50% emissions reduction by 2030 (2007 baseline)	Carbon neutrality by 2045 80% emissions reduction by 2035 (2007 baseline)	Carbon neutrality by 2040 80% emissions reduction by 2030 (2007 baseline)
Municipal Operations Targets				
Reduce GHG emissions annually (2007 baseline)	80% reduction by 2050 50% emissions reduction by 2030 (2007 baseline)	Carbon neutrality by 2050 50% emissions reduction by 2030 (2007 baseline)	Carbon neutrality by 2040 80% emissions reduction by 2030 (2007 baseline)	Carbon neutrality by 2035 (with an aspiration target of carbon positivity by 2045) 80% emissions reduction by 2025 (2007 baseline)
Pros and Cons				
Pros	• Will be easiest to achieve as it is the lowest target option.	• Likely reduces emissions enough to avoid 1.5°C of global warming.	• Very likely to create emissions reductions necessary to avoid	• Extremely likely to create reductions necessary to avoid catastrophic risks

Current	Basic	Stretch	Bold	Leading Edge
	• Aligns with many U.S. cities and jurisdictions.	• Aligns with State goals and many peer cities.	catastrophic risks of climate change. • More aggressive than State goals, however, a few cities have similar goals. • More ambitious targets for municipal operations are typical and feasible.	and high costs of climate impacts. • Climate positive strategies can provide additional co-benefits (e.g., soil enhancement, grid resilience, and closed-loop economy). • No other Washington cities with Leading Edge targets, setting Vancouver as a climate leader.
Cons	• Not enough to avoid 1.5°C of global warming; inconsistent with best available science. • Does not align with State reduction goals. • Longest timeframe for mitigation and will likely result in the most future costs.	• Vancouver's past performance indicates a more aggressive target is possible. • Long for mitigation and will likely result in increased future costs.	• Fewer peer cities' targets align with the Bold target.	• Shortest timeframe of all targets – will require the largest amount of upfront investment and new technology. • This target will be the most difficult to achieve given the timeline and ambition. It may require purchasing carbon offsets. • No other Washington cities with these targets, providing few local learning opportunities.
Example Strategies				
Buildings & Energy	• Support state-level action to generate electricity with 100% renewable sources • Increase energy efficiency of homes and businesses	• Support state-level action to generate electricity with 100% renewable sources • Increase energy efficiency of homes and businesses • Incentivize switching from natural gas to electric in new	• Work with Clark PUD to procure renewable energy ahead of CETA mandates • Increase energy efficiency of homes and businesses • Develop mandates that eliminate natural gas use in new buildings	• Rapidly invest in large-scale renewable energy generation and store surplus • Develop a mandate that bans natural gas in new and existing buildings • Develop zero-carbon and zero-energy buildings and infrastructure

Current	Basic	Stretch	Bold	Leading Edge
		and existing buildings		
Transportation & Land Use	• Incentivize electric vehicles (EVs)	• Incentivize alternative transportation and EVs	• Incentivize alternative transportation and EVs • Prioritize dense development that reduces vehicle miles traveled (VMT)	• Deeply incentivize alternative transportation and EVs; early adoption • Implement development codes and policies with specific standards (e.g., for average VMT)
Water & Natural Systems	• Preserve tree canopy • Encourage water and natural resource conservation	• Plant trees and preserve tree canopy • Encourage water and natural resource conservation	• Expand tree canopy • May require minimal carbon offsets • Promote native landscaping	• Expand tree canopy • Increase carbon storage in soil • May require moderate carbon offsets • Promote native landscaping • Introduce disincentives for high water usage
Waste & Materials	• Encourage reuse and recycling	• Encourage reuse, recycling, and waste diversion • Establish citywide composting program	• Encourage reuse and recycling • Incentivize and support the reuse and circular economy • Establish citywide composting program	• Encourage reuse and recycling • Incentivize and support the reuse and circular economy • Establish citywide composting program • Convert atmospheric carbon into durable materials and products

Option 1: Basic

Communitywide Targets

- 50% emissions reduction by 2030 (2007 baseline)
- 80% emissions reduction by 2050

Municipal Operations Targets

- 50% emissions reduction by 2030 (2007 baseline)
- 80% emissions reduction by 2050

The City of Vancouver adopts targets that align with the Paris Agreement and meet the IPCC requirements to limit warming to 2°C. This has typically been the first adopted target by many cities around the U.S. They aim to reduce GHG emissions 50% below baseline levels by 2030 and an 80% reduction by 2050. The City would be able to leverage State policies and programs to achieve reduction, but the City would be behind the State-level target and the IPCC finding that reaching carbon neutrality by 2050 is now needed to avoid the worst impacts of climate change. It is important to note that many of the jurisdictions that have adopted this target are now looking to adopt more aggressive carbon neutrality targets, including King County and the 18 partners included in the King County-Cities Climate Collaboration. Adopting this target could include strategies that **increase energy efficiency and conservation** of homes and businesses; **incentivize renewables** in homes and businesses; shift towards **low-carbon fuels**; make it easier to **telework, bike, walk, and bus**; and **preserve tree canopy**.

Option 2: Stretch

Communitywide Targets

- 50% emissions reduction by 2030 (2007 baseline)
- Carbon neutrality by 2050

Municipal Operations Targets

- 50% emissions reduction by 2030 (2007 baseline)
- Carbon neutrality by 2050

The City of Vancouver adopts targets that align closely with the State's goals set forth in HB 2311 and are consistent with targets set by some peer cities around the Northwest. These targets are the **minimum emissions reduction needed** to avoid 1.5°C of warming. They aim to reduce GHG emissions 50% below baseline levels by 2030 and achieve carbon neutrality by 2050. Additionally, these targets provide the longest timeframe to achieve carbon neutrality. Both targets have been increasingly adopted by other U.S. communities and municipalities because best available science suggests more aggressive targets are required to avoid significant impacts. **The City would be able to leverage State policies and programs to achieve reduction.** Adopting this target could include strategies similar to the Basic target, but would require more aggressive timelines that **transition away from natural gas, increase energy efficiency** of homes and businesses; **incentivize renewables** in homes and businesses; make it easier to **telework, bike, walk, and bus;** and **increase tree canopy**.

Option 3: Bold

Communitywide Targets

- 80% emissions reduction by 2035 (2007 baseline)
- Carbon neutrality by 2045

Municipal Operations Targets

- 80% emissions reduction by 2030 (2007 baseline)
- Carbon neutrality by 2040

The City of Vancouver demonstrates leadership by setting a target in front of State goals. For example, carbon neutrality by 2040 is a realistic goal for some cities that have access to 100% carbon-free and/or renewable electricity. Thus, the implications for Vancouver would be to aggressively **procure carbon-free energy**

in advance of CETA requirements by working with Clark PUD, accelerate adoption of zero-emission transportation modes, and sequester (i.e., store) carbon.

Typically, population and job growth have a significant impact on a city's ability to reduce its greenhouse gas emissions. From 2007 to 2019, Vancouver's population grew approximately 16%, however, Vancouver was able to reduce emissions 14%, showing bold reductions are possible under current operations. This trend indicates that **the Bold target is a feasible goal** for both the community and City government. The Bold target would set up Vancouver as a leader in the State and with peer cities, while **aligning with updated scientific understanding** of the reductions necessary to avoid catastrophic risks of climate change.

Option 4: Leading Edge

Communitywide Targets

- 80% emissions reduction by 2030 (2007 baseline)
- Carbon neutrality by 2040

Municipal Operations Targets

- 80% emissions reduction by 2025 (2007 baseline)
- Carbon neutrality by 2035 (with an aspiration target of climate positive)

The City of Vancouver adopts Leading Edge targets that significantly exceed State and peer city targets. By adopting a Leading Edge target, the City can demonstrate that quickly reaching carbon neutrality is possible and pave the way for other cities to follow suit. This would allow the City to be at the forefront of innovative technologies and reduction strategies. This could include **reforestation that captures and stores carbon in soil** (also improves soil health), investing in **buildings and infrastructure that use sustainable resources or achieve zero-carbon and zero-energy;** generating and storing **surplus renewable energy; eliminating natural gas usage** in the near-term, and/or **storing carbon in durable materials and products.**

Additionally, we propose an ambitious target of carbon-positivity. This target would go beyond carbon-neutrality by not only generating zero-emissions but utilizing strategies and actions that create an even greater environmental and social benefit by removing additional carbon dioxide from the atmosphere. **The City can be part of building a global climate positive buffer, serving as an "offset" for those who simply cannot reach carbon neutrality.** Currently, there are only a handful of cities across the globe that have set climate-positive targets. This includes South Waterfront EcoDistrict in Portland Oregon; Treasure Island in San Francisco, California; Oberlin, Ohio; The Stockholm Royal Seaport in Sweden; and Barangaroo in Sydney, Australia. The Leading Edge targets would place Vancouver on a shortlist of climate-leading cities. Vancouver's past performance indicates that this target would be highly aggressive and would be very difficult to achieve without the help of carbon offsets. This is due to the fact that a majority of Vancouver's emissions stem from the transportation sector, which increased compared to 2007. Given the long lifespan of vehicles, rapid reduction in this sector may be more difficult to realize.

Potential Strategies

This memo can guide the City in identifying a menu of expanded and new emissions reduction strategies for community and municipal operations as part of Vancouver's Climate Strategy. Strategies are expected to focus on those that provide the city with the greatest emission reduction opportunities, specifically focusing on Vancouver's two largest emissions sectors: **transportation and energy** (see Table 3).

Table 3. Potential Climate Strategies for the City of Vancouver.

Communitywide Strategies	Municipal Operations Strategies
• Energy efficiency and conservation in existing commercial and residential buildings • Purchase renewable energy • Generate onsite renewable energy • Electrify and decarbonize buildings (e.g., incentives or requirements for green building, transition away from natural gas) • Reduce transportation emissions • Increase access and use of transportation alternatives and electric vehicles (EVs) • Reduce waste from residential, commercial, and industrial facilities • Sequester carbon (e.g., ecosystem restoration, carbon capture and storage) • Carbon offsets	• Energy efficiency and conservation in municipal buildings and equipment • Purchase renewable energy • Generate onsite renewable energy • Electrify and decarbonize new and retrofitted buildings • Reduce emissions associated with commute trips and employee travel • Increase access and use of transportation alternatives and EVs for municipal fleet • Reduce waste from City facilities • Carbon offsets

GREENHOUSE GAS EMISSIONS FORECASTS

Cascadia Consulting Group developed two emissions forecasts out to 2050, Business-as-Usual (BAU) and Adjusted Business-as-Usual (ABAU), to show future emissions trends for the City of Vancouver.

- **The BAU** forecast is an estimate of how emissions would change over time without the influence of local or State policies or programs. Population and job growth are the key drivers of this projection.
- **The ABAU** forecast is an estimate of the influence of State policies—the Clean Energy Transformation Act (CETA) and federal fuel efficiency standards—on Vancouver's projected emissions.

The forecasts are based on changes to the number of people who live, work, and drive in Vancouver.[1,4,5] If business continues as usual and population and jobs increase, so would we expect increases in energy usage, vehicle miles traveled, solid waste generation, and other activities that produce GHG emissions. We utilized the most recent GHG inventory from 2019 and demographic projections from the City of Vancouver to model future emissions. However, targets and trends will be compared using the baseline 2007 inventory as this is the first complete inventory and distant enough that past progress can be observed and evaluated. **All projections should be considered estimates and are subject to additional revision and finalization.**

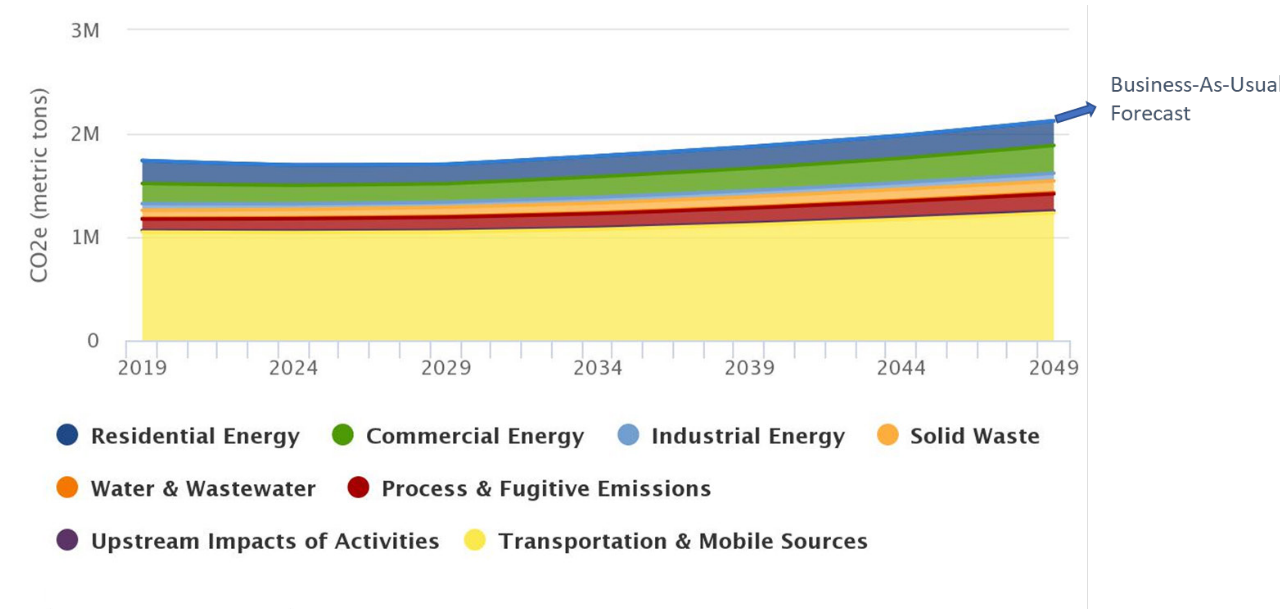
Community Emissions: Business-As-Usual (BAU)

The BAU forecast shows how Vancouver's communitywide emissions would change over time due to projected growth **without any climate action at the local, State, or Federal levels**. The analysis shows that the community's BAU emissions are projected to increase from **1.7 million metric tons CO_2e ($MTCO_2e$) in 2019 to 2.1 million $MTCO_2e$ in 2050, a 22% and 5% increase from 2019 and 2007 levels, respectively**. Major sources of emissions stem from increasing vehicle miles traveled and energy demand as population, jobs, and housing increase.

It is important to note that the BAU forecast may overestimate the GHG emissions from electricity because it assumes a slight decrease in the carbon intensity of Clark Public Utilities energy, without consideration of further reduction from CETA.

The solid blue line, labeled **Business-As-Usual Forecast** in Figure 1 and Figure 2 shows the path that emissions would take following current BAU operations. Below that line are the sector contributions that cumulatively add up to create Vancouver's emissions. Figure 1 highlights the amount of emissions, based on a Business-as-Usual scenario, that will need to be avoided through a range of GHG emissions reduction strategies.

Figure 1. Business-As-Usual Forecast for the City of Vancouver Communitywide GHG Emissions.

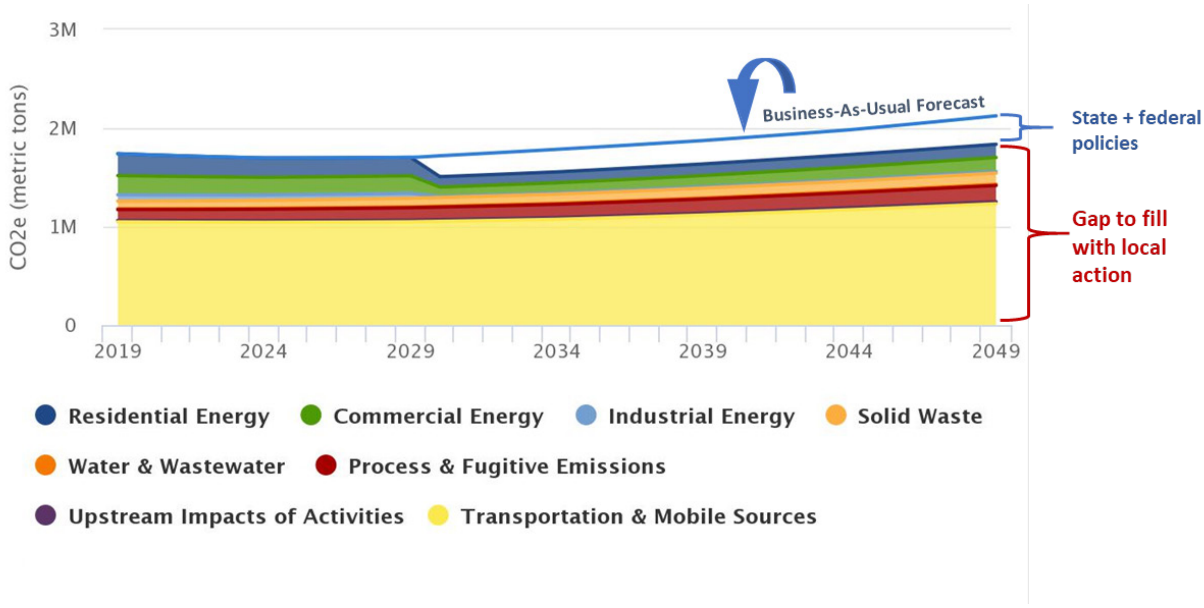


Community Emissions: Adjusted Business-As-Usual (ABAU)

The communitywide ABAU forecast is presented to show how Vancouver's emissions are anticipated to change accounting for the impacts of adopted State and Federal policies (i.e., CETA, federal vehicle fuel economy standards) if no action is taken at the local level. The figure below begins to show the expected contribution of federal, state, and local action to meeting the city's greenhouse gas emissions reduction targets. This is illuminated in the white gap between the top "Business As Usual" line and the dark blue "Residential Energy" wedge. Despite projected population and economic growth in Vancouver (BAU scenario), there will be an **anticipated net decrease of GHG emissions of approximately 5%, due largely to state requirements** for electric utilities to become greenhouse gas neutral in 2030 and to phase out all fossil fuels by 2045, **as well as anticipated federal vehicle fuel economy standards** (ABAU Scenario).

As shown by the gap labeled "Gap to fill with local action," significant emissions reductions remain to achieve carbon neutrality by 2050. For illustration purposes, Figure 2 shows the "Gap to fill with local action" assuming the Bold target is selected. **Local action will still be critical to meeting long-term greenhouse gas emission reduction goals.**

Figure 2. Adjusted-Business-As-Usual Forecast for the City of Vancouver Communitywide GHG Emissions (with State-level reductions applied).



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[1] IPCC, 2018. *Global Warming of 1.5°C. An IPCC Special Report on the impacts of global warming of 1.5°C above pre-industrial levels and related global greenhouse gas emission pathways, in the context of strengthening the global response to the threat of climate change, sustainable development, and efforts to eradicate poverty.*

[2] Washington State Legislature. 2020. HB2311. app.leg.wa.gov/billsummary?BillNumber=2311&Initiative=false&Year=2019 (accessed 11/3/2020).

[3] King County and 17 partners — Bellevue, Burien, Issaquah, Kenmore, Kent, Kirkland, Lake Forest Park, Mercer Island, Normandy Park, Port of Seattle, Redmond, Renton, Sammamish, Seattle, Shoreline, Snoqualmie, and Tukwila — voted in 2014 to adopt a shared target to reduce countywide sources of GHG emissions, compared to a 2007 baseline, by 25% by 2020, 50% by 2030, and 80% by 2050. https://your.kingcounty.gov/dnrp/library/dnrp-directors-office/climate/joint-commitments-update-with-signatures-final.pdf (accessed 11/3/2020).

[4] Population and housing projections used average annual growth rates between 2010-2020 from the Washington Office of Financial Management. Average annual growth rates projected values through 2050. Between 2017-2020, population and housing estimates removed values from Van Mall annexation and assumed no further annexation through 2050. https://ofm.wa.gov/ (accessed 11/3/2020).

[5] Job projections used average annual growth rates between 2008-2020 from the Washington Employee Security Department. Job estimates for 2008-2018 included all jobs covered by unemployment insurance except for private household employers and DSHS COPES employment. Job estimates for 2019 excluded SHSH COPES home health care, household employers, and agricultures (except for logging). The average annual growth rate was modeled through 2050.

City of Vancouver Climate Strategy

CITY OF Vancouver WASHINGTON

November 23, 2020

P.J. Tillmann & Tristan Smit
Cascadia Consulting Group

Presentation Overview

We'll provide an overview of the process to develop Vancouver's climate strategy and cover three key topics:

- Greenhouse gas (GHG) emissions – *City and community*
- Emissions reduction targets – *options*
- Forecasts – *federal, state, and local role in reaching target*

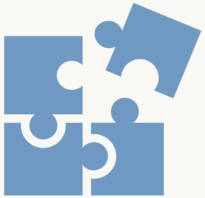
Overview: Climate Strategy

Provide a pathway to a **resilient, low-carbon** future that sustains a **high quality of life** for residents and businesses

Engagement

GHG emissions inventory

Reduction targets



Strategy report

Overview: Climate Strategy

	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY
	▪ 2019 GHG inventories ▪ Forecasting ▪ 2007 inventory re-run								
				▪ Select targets					
	▪ Strategy developed		▪ Community survey ▪ City staff briefings ▪ Council workshop		▪ Staff briefings ▪ Staff interviews ▪ Community listening sessions		▪ Materials development ▪ Staff briefings ▪ Community listening sessions ▪ Council workshop		
					▪ Draft report ▪ City staff review		▪ Final draft report for public review ▪ City staff review		

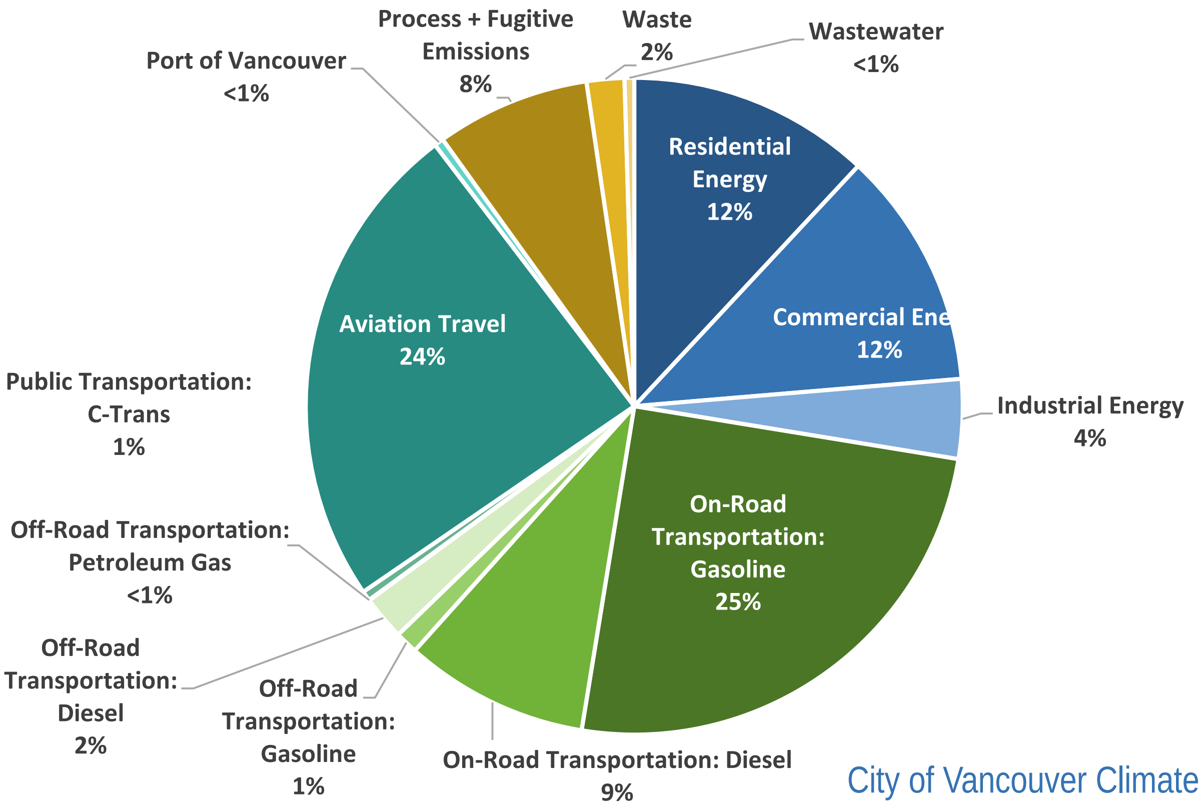
Our Carbon Footprint

- **14% reduction** since 2007

14%

Sector	% Change (2007 to 2019)
Transportation & Mobile Sources	+15%
Residential Energy	-58%
Commercial Energy	-50%
Industrial Energy	-67%
Solid Waste	-42%
Water & Wastewater	N/A
Process & Fugitive Emissions	N/A

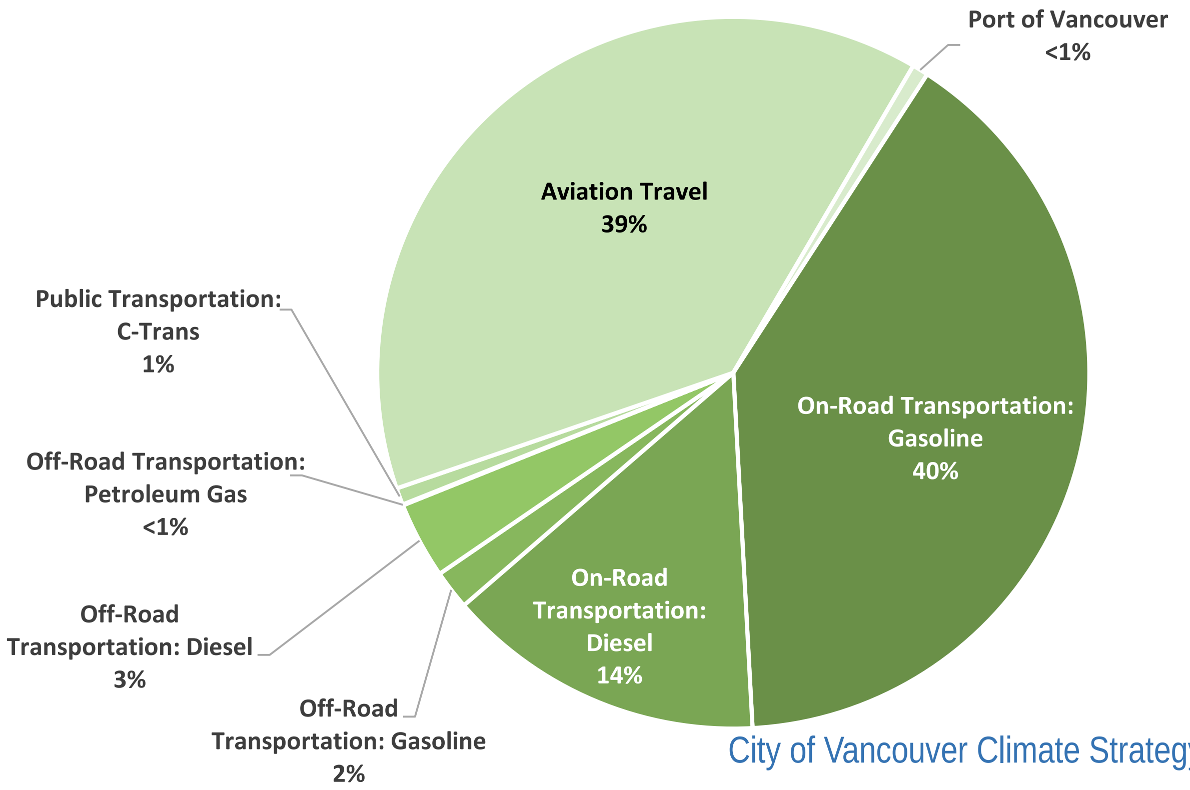
Our Carbon Footprint: 2019 Community Snapshot



CITY OF Vancouver WASHINGTON

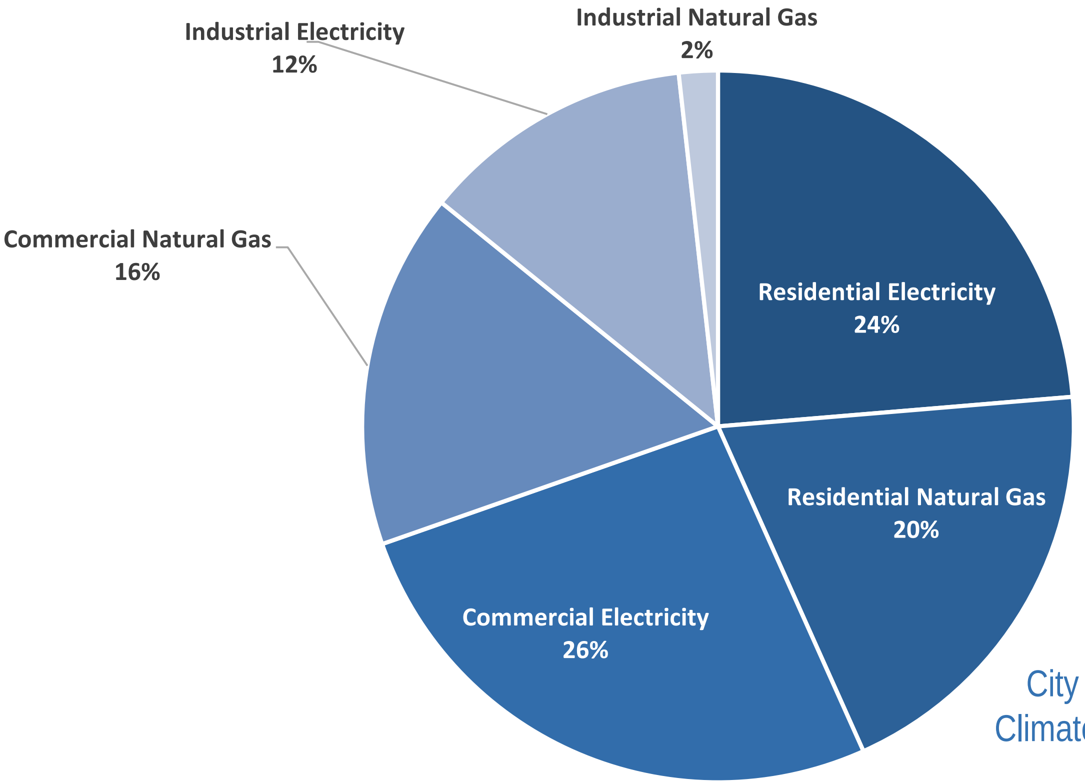
Our Carbon Footprint: Transportation

- **#1 Source** of Communitywide Emissions
- **Over 60%** of communitywide emissions

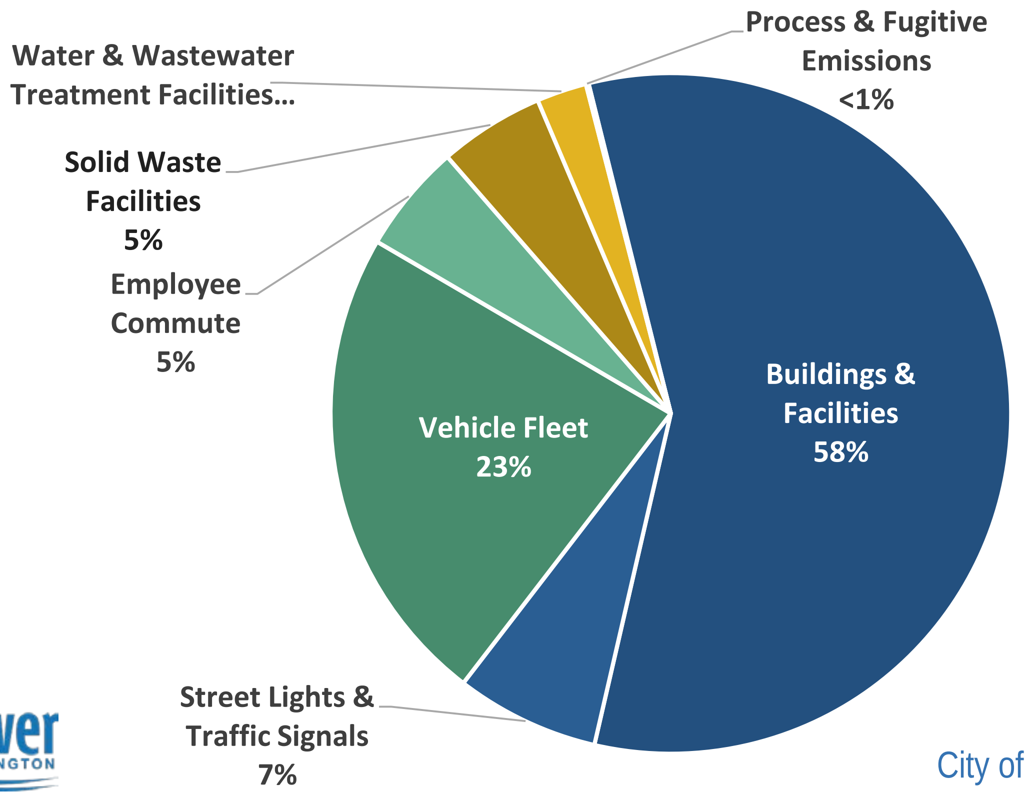


Our Carbon Footprint: Buildings & Energy

- **#2 Source** of Communitywide Emissions
- **Over 25%** of communitywide emissions



Our Carbon Footprint: 2019 Municipal Snapshot



Emissions Reduction Targets

Key considerations when developing target-setting options:

- State and federal policy – *CETA, HB 2311*
- Best available science – *1.5 °C or less global temperature rise*
- Local policy and context – *efficient development patterns, family-wage employment, VMT, annexation*
- Cost of mitigation – *the cost and magnitude of reductions needed increases over time*

Current Emissions Reduction Targets

Communitywide	Municipal Operations
• Reduce GHG emissions annually (vs. 2007 baseline)	• Reduce GHG emissions annually (vs. 2007 baseline)

Emissions Reduction Targets: Basic

Communitywide	Municipal Operations
• 50% emissions reduction by 2030 • 80% emissions reduction by 2050	• 50% emissions reduction by 2030 • 80% emissions reduction by 2050

Example Strategies	
Transportation & Land Use	• Incentivize electric vehicles (EVs)
Buildings & Energy	• Increase energy efficiency
Water & Natural Systems	• Encourage water & natural resource conservation

Emissions Reduction Targets: Stretch

Communitywide	Municipal Operations
• 50% emissions reduction by 2030 • Carbon neutrality by 2050	• 50% emissions reduction by 2030 • Carbon neutrality by 2050

Example Strategies	
Transportation & Land Use	• Incentivize alternative transportation & accelerate EV adoption
Buildings & Energy	• Support state-level action to generate electricity with 100% renewable sources
Water & Natural Systems	• Preserve tree canopy

Emissions Reduction Targets: Bold

Communitywide	Municipal Operations
• 80% emissions reduction by 2035 • Carbon neutrality by 2045	• 80% emissions reduction by 2030 • Carbon neutrality by 2040

Example Strategies	
Transportation & Land Use	• Incentivize alternative transportation & EVs • Prioritize dense development (reduce VMT)
Buildings & Energy	• Work with Clark PUD to procure renewable energy ahead of CETA mandates
Water & Natural Systems	• Expand tree canopy • May require minimal carbon offsets

Emissions Reduction Targets: Leading Edge

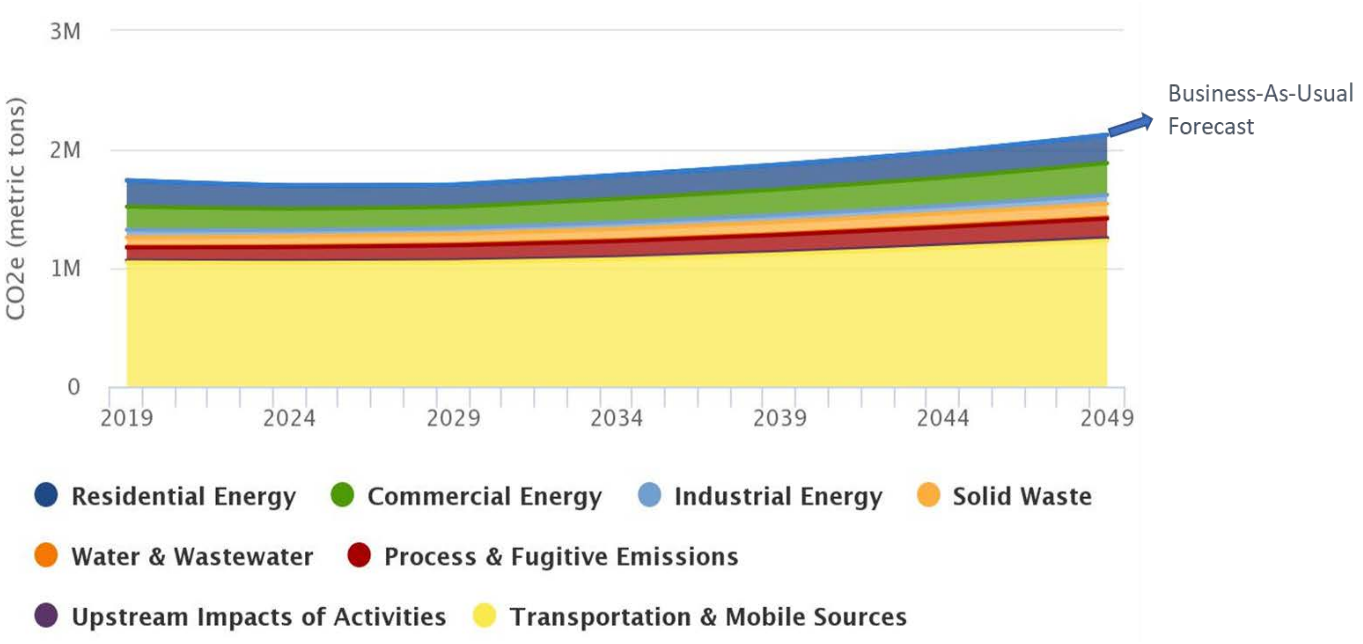
Communitywide*	Municipal Operations*
• 80% emissions reduction by 2030 • Carbon neutrality by 2045	• 80% emissions reduction by 2025 • Carbon neutrality by 2040

Example Strategies	
Transportation & Land Use	• Aggressively incentivize alternative trans. & EVs • Implement development codes & policies w/ specific standards (avg. VMT)
Buildings & Energy	• Rapidly invest in large-scale renewable • Generate energy and store surplus
Water & Natural Systems	• Expand tree canopy & increase carbon storage in soil • May require moderate carbon offsets

**Optional target: carbon positivity*

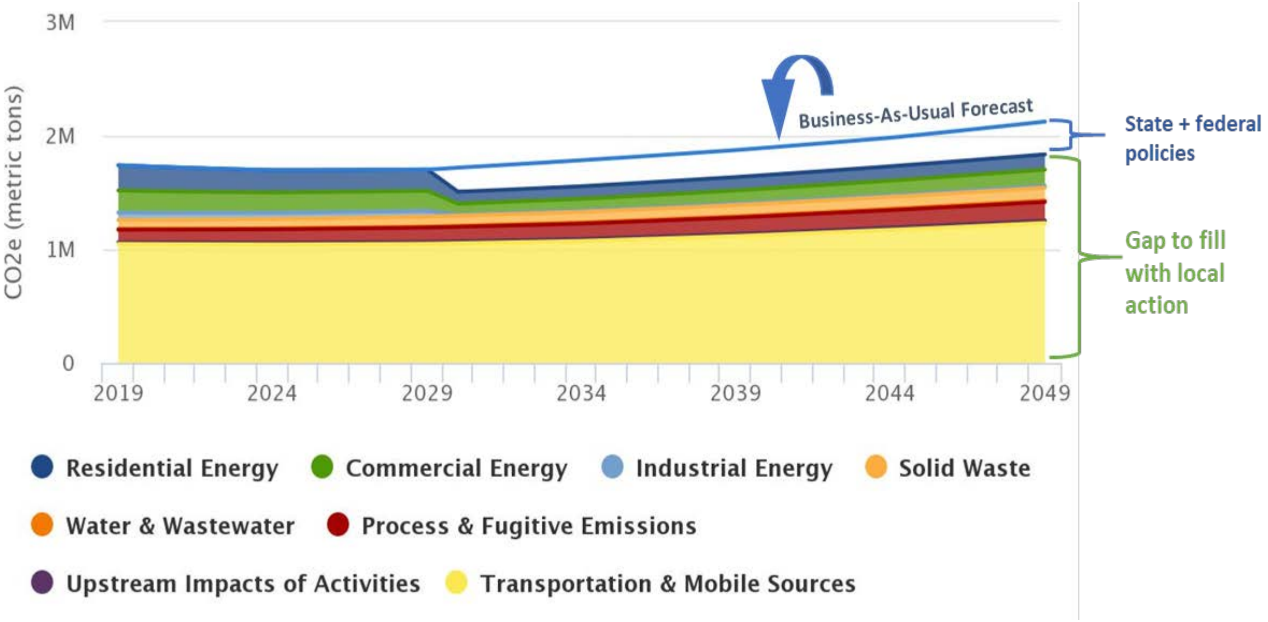
Our Carbon Footprint: Business-As-Usual (BAU)

Emissions are expected to **increase 5% by 2050** without any climate action at the local or state level.



Our Carbon Footprint: Adjusted BAU

Although state and federal policies are expected to reduce emissions, **significant local action will be needed.**



Next Steps

Continue engagement to inform development of the carbon reduction plan and climate strategy report.

- City staff engagement – *Nov. 2020 and Jan.-Feb. 2021*
- Community engagement – *Ongoing*
- Council workshop on target and goal setting – *Dec. 14, 2020*
- Reduction plan and climate strategy – *Jan.-Mar. 2021*
- Council workshop to present strategy – *May 3, 2021*

Questions

Aaron Lande, Senior Policy Analyst
360-487-8612
Aaron.Lande@cityofvancouver.us

CITY OF Vancouver WASHINGTON

Item #1.

Staff Report 168-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 11/23/2020

SUBJECT Bid Award for 2020 Elevator Maintenance Services Project, per ITB #20-33

Key Points

- Award a Contract for Elevator inspections and maintenance required by the State and City Fire Life Safety Codes for all City Buildings.
- Existing Contract expired June 7, 2020. Due to the COVID-19 pandemic and because the last bid on August 18, 2020, was rejected due to unsatisfactory bid results, Procurement executed an administrative extension until November 30, 2020.

Strategic Plan Alignment

Goal 1, Objective 1.2: Ensure our infrastructure, including buildings and utilities, is safe, environmentally responsible and well maintained.

Present Situation

The City of Vancouver's existing contract for elevator maintenance and inspections of City buildings expired on June 7, 2020. Facilities and Procurement prepared bid documents for a new 5 year contract to include elevator preventative maintenance and inspections in all City buildings, and new installation/additions or required upgrades to the elevator systems. Procurement then posted the bid on October 8, 2020. Bids were opened October 27, 2020.

Three bids were received for the subject project, however, one was deemed "non-responsive". The two responsive bids were $93,241.34 annually and $71,977.60 annually. The low bidder was responsive and responsible. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	**AMOUNT**
George Elevator Service, LLC, Vancouver, Washington	$71,977.60

ThyssenKrupp Elevator Corp, Portland, Oregon	$93,241.34
Primarius Elevator, Bothell, Washington	Non-Responsive
Engineers' Estimate *(Depending on required full elevator upgrades costs.)*	$50,000.00 to $150,000.00 per year

Advantage(s)

Ensures a certified and reliable Elevator Contractor to perform preventative maintenance and inspections, along with new installation/additions or required upgrades needed to the elevator systems on the City's current and future buildings to meet the Washington State Elevator codes and the City of Vancouver Fire Marshall codes and requirements for fire life safety.

Disadvantage(s)

None

Budget Impact

• Funds for these inspections have been budgeted.
• Funds to upgrade elevators through Capital Projects have been budgeted.

Prior Council Review

Rejection of all bids on September 28, 2020.

Action Requested

Award a Maintenance/Construction Contract for the 2020 Elevator Maintenance Services Project, per Bid #20-33 project to the lowest responsive and responsible bidder, George Elevator Service, LLC. 13208 NE 20th St. Vancouver, WA 98684, USA at their bid price of $71.977.60 per year or not to exceed $450,000.00 in five years, which includes Washington State sales tax; authorize the City Manager or designee to execute the foregoing contract and approve any legal action necessary to enforce the terms of the same.

Mike Shrum, Facilities Contract Services Supervisor, 360-487-8260

ATTACHMENTS:

- Contract

CONTRACT # C-100466
ITB 20-33: 2020 Elevator Maintenance and Services

THIS CONTRACT is entered into by and between the City of Vancouver, a municipal corporation under the laws of the State of Washington, hereinafter referred to as "City," and George Elevator Service LLC hereinafter referred to as "Contractor," whose address is 13208 NE 20th St. Vancouver WA 98684, hereinafter referred to "Parties."

WHEREAS, the City desires to engage the Contractor to provide public work and other related services for 2020 Elevator Maintenance and Service. Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 20-33 and all addenda thereto, Contractor's bid to said ITB, the Project Plans and Special Provisions, and City Council's approval on ___________ per Staff Report No. ___________; and

WHEREAS, the Contractor has represented 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.

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.

   Contractor shall perform Full Service Maintenance (hereinafter referred to as the "Services" and/or the "Work") on the Elevators (the "equipment") specified herein which shall include normal maintenance, removal and installation of replacement parts, preventive maintenance services and required repairs. All equipment under this contract shall be maintained in first-class operating condition. Contractor shall furnish all materials and labor, and comply with all requirements of current elevator Codes ASME A17.1 and Washington Administrative Code (WAC 296-96 or current WAC) or Current Codes. Contractor shall place into operation a continuing system of Full Preventive Maintenance to provide necessary systematic services and preventive maintenance for the Elevator equipment described herein.

   This contract will be for five years from the execution date.

   Proposed prices outlined below must be valid for one (1) year from the effective date of this Agreement. Price adjustments may be requested for consideration each year thereafter; the City, at its sole discretion, may approve that request. Request for price increases shall be supported by the applicable Consumer Price Index- All Urban Consumers (Seattle, Tacoma, Bremerton WA) area for the immediate, previous four (4) quarters.

2. **EFFECTIVE DATE:** This Contract is effective as of the date signed.

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 Agreement. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Agreement 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 in the manner and at the times provided hereinafter and in the Contract Documents, 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 includes 8.4% Washington State Sales Tax (if applicable) $450,000.00 **.**

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 Proposal and as modified by any and all approved Change Orders.

7. **CONTRACTOR'S INSURANCE:** 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 agreement.	
Combined Single Limit	$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	Statutory
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

8. **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 is not resolved through mediation, it shall be submitted to binding arbitration in accordance with the rules and procedures set forth in Chapter 7.04A RCW. The Parties agree to pay their own attorneys' fees and expenses.

9. **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.

10. **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 State of Washington prevailing wage rates applicable for this public works project, which is located in Clark County, may be found at the following website address of the Department of Labor and Industries: https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx. 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 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.

11. **PAYMENT TO THE CONTRACTOR:** Progress payments to the Contractor shall be made within 30 days of an invoice. 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 a 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.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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.

18. **JURISDICATION/VENUE:** In the event that any litigation should arise concerning the construction or interpretation of the terms and/or conditions of this Contract, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Clark. This Contract shall be governed by the law of the State of Washington.

19. **COOPERATIVE PURCHASING**: The Washington State Inter-local Cooperation Act, Chapter 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Contract, 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 of Vancouver incurring any financial or legal liability for such purchases. The City of Vancouver agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City of Vancouver 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.

20. **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.

21. **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.

22. **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.

23. **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 it's sureties for said breach or default, including but not limited to termination of this Contract for convenience.

24. **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.

25. **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.

26. **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.

27. **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.

28. **BINDING EFFECT:** The provisions, covenants and conditions in this Contract bind the parties, their legal heirs, representatives, successors, and assigns.

29. **RATIFICATION:** Acts taken pursuant to this Contract but prior to its effective date are hereby ratified and confirmed.

30. **INCORPORATED CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE:** The complete Contract includes these parts listed in this section below, which are incorporated by this reference as if fully as set forth herein. 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. Addenda to the Solicitation,
    4. The Solicitation,
    5. Contractor's Bid,
    6. Special Provisions,
    7. Contract Plan Set,
    8. City of Vancouver Amendments to the specified WSDOT Standard Specifications,
    9. City of Vancouver Standard Plans,

10. WSDOT Amendments to the WSDOT Standard Specifications,
11. WSDOT Standard Specifications,
12. WSDOT Standard Plans.

31. **NOTICES:** Whenever in this written Contract written notices are to be given or made, they may be sent by certified mail to the following people at the addresses as shown herein unless a different address is designated in writing or delivered to the respective party hereto.

Anna Vogel City of Vancouver 415 W 6th St. PO Box 1995 Vancouver WA 98668-1995	Noah Miller George Elevator Service LLC 13208 NE 20th St. Vancouver WA 98684

By signing below, Contractor accepts the terms and conditions of this Contract and specifically acknowledges and agrees that the provisions contained herein have been mutually negotiated by the Parties.

CITY OF VANCOUVER, A municipal corporation	**CONTRACTOR:** George Elevator Service LLC
______________________________ Eric Holmes, City Manager	______________________________ By: (Proprietor, partner, or corporate president must sign)
Attest: ______________________________ Natasha Ramras, City Clerk	______________________________ Printed Name
	______________________________ Title
Approved as to form: ______________________________ Jonathan Young, City Attorney	

CITY OF Vancouver WASHINGTON

Staff Report 169-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 11/23/2020

SUBJECT Professsional Services Agreements (PSAs) for On Call Architecture and Engineering Services

Key Points

- The City has successfully used on-call design PSAs for several years to deliver capital and maintenance projects as well as planning and feasibility studies.
- The current PSAs were established in 2015 and recently expired.
- The current objective is to establish new PSAs with six consultant teams to provide on-call architecture and engineering design services.
- The PSAs would be for a period of five years in an amount not to exceed $500,000.00 for the life of each contract.

Strategic Plan Alignment

Goal 1 - Objective 1.2 Ensure our infrastructure, including buildings and utilities, is safe, environmentally responsible, and well maintained.

Present Situation

The City routinely utilizes contracts with various companies for the provision of professional services using “on-call” procedures. On-call procedures allow for a master contract establishing rates and scope to be executed without identifying work to be done, or costs incurred, until a project specific “task order” is issued. There are no costs or budgetary impacts until there is a task order and funding identified for an active project.

Most recently, in 2015, City Council authorized the establishment of two on-call contracts for professional architecture and some support engineering design services. These contracts provided the City with support services required to successfully deliver a variety of facilities capital and maintenance projects. These contracts expired in September 2020.

In June of 2020, proposals were requested for similar contracts for the years 2020 through 2025. Proposal responses were received from 26 companies. After a review of all proposals, six companies have been selected for proposed professional service contracts. The six companies are: LSW Architects of Vancouver; EL, Architects of Vancouver; Scott Edwards Architecture of Portland, OR; FFA Architecture + Interiors of Portland, OR; SERA Architects of Portland, OR; and Ankrom Moisan of Portland, OR.

Advantage(s)

1. Adds qualified team members for specific scope and needs of each project.
2. Provides maximum flexibility to the City to deliver budgeted capital and maintenance projects, studies as well as emergency repairs.
3. Allows for timely use of needed supplementary help. With the base contract in place, specific task orders can be issued in a relatively short time frame.

Disadvantage(s)

The use of consultant services is typically more expensive than using full-time City staff. However, the consultant design services solicited are in areas that are not performed by existing City staff. Specifically, the fields of architecture, interior design as well as structural, electrical and mechanical engineering. The proposed contract arrangement allows the City to grow and shrink the workforce for short durations, to support specific projects, without the costs of hiring and laying-off full time employees.

Budget Impact

With on-call contracting, there is no budget encumbrance until a project need has been identified and a specific task order has been written. At that time, working within the budget set for the project and using project funds, the master contract is called upon. Issuing a task order is a quick process since most of the contract for services is already in place.

Prior Council Review

None

Action Requested

1. Authorize the City Manager to enter into a professional services agreement with LSW Architects of Vancouver; EL, Architects of Vancouver; Scott Edwards Architecture of Portland, OR; FFA Architecture + Interiors of Portland, OR; SERA Architects of Portland, OR; and Ankrom Moisan of Portland, OR, for the provision of architecture and engineering design services on an as-needed basis for five year in an amount not to exceed $500,000 for the life of each contract.
2. Authorize the City Manager, or his designee, to activate services to be provided under this contract with a series of specific task orders. The task order proposal provides for timely "as-needed" service provision, but within the framework, scope, and limitations of the overall master contract.
3. Authorize the City Manager to approve any legal action necessary to enforce the terms of

the foregoing agreements.

Jean Singer, Capital Projects Manager, 360-487-7755

ATTACHMENTS:

- LSW - Contract
- LSW - Rates
- EL - Contract
- EL - Rates
- Scott Edwards - Contract
- Scott Edwards - Rates
- FFA - Contract
- FFA - Rates
- SERA - Contract
- Rates - SERA
- Ankrom Moisan - Contract
- Ankrom Moisan - Rates

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT No.____________
On Call Engineering and Architecture Services

This Agreement by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and LSW Architects hereinafter referred to as "Contractor", whose address is 610 Esther Street, Suite 2020, Vancouver, Washington 98660.

WHEREAS, the City desires to engage the Contractor to Architectural and Engineering services and other related services on an as needed basis. Contractor has agreed to offer its professional services to perform said work per City issued Request for Qualifications (RFQ) No. 34-20, Contractor's response to said RFQ; and City Council's approval on ____________________of Staff Report No. ______; and

WHEREAS, the Contractor has represented by entering into this Agreement 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 City.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:
The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform, in a satisfactory and proper manner, as determined by the City, the services hereafter set forth in connection with this Agreement:

1. Statement of Work.

Contractor agrees to provide On call architecture and engineering services per RFQ No. 34-20 and Contractor's response to said RFQ on file in City of Vancouver Procurement Services by reference hereto made a part of this Agreement.

All work must be authorized and approved by the City's Project Manager in writing before any work begins. Contractor shall approach this project in a manner consistent with its customary practice. Contractor shall actively seek collaborative input from City staff.

Compensation is limited to the amount specified for each specific task and/or sub-task, unless amended per Section 15 of this Agreement. The City expects Contractor to complete the work stated within the number of hours stated for each task and/or sub-task. If 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, 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. Contractor is solely responsible for its staff's travel time, including travel to and from the City of Vancouver. The City will reimburse all pre-approved miscellaneous expenses at-cost and receipts are required.

This agreement is a purchase of professional services at the rates attached. Payment for these services shall not exceed $500,000.00 USD unless authorized in writing by the City, according to Section 7 of this Agreement. If additional time is needed, please refer to Section 6 of this agreement. A written amendment must be attached.

2. 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; Purchase Orders; Contractor's submitted Statement of Qualifications to RFQ No. 34-20 and RFQ No. 34-20.

3. Relation of Parties.

The Contractor, its subconsultants, agents and employees are independent contractors performing professional services for City and are not employees of City. The Contractor, its subcontractors, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees. The Contractor, subconsultants, agents and employees shall not have the authority to bind City in any way except as may be specifically provided herein.

4. E-Verify.

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 Agreement. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Agreement 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.

5. Time of Performance.

The service of the Contractor is to commence as of December 1, 2020. It is agreed services hereunder shall be completed by November 30, 2025.

6. Delays and Extensions of Time.

If the Contractor is delayed at any time in the progress of providing services covered by the 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 Contractor and 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 City.

7. Compensation and Schedule of Payments.

City shall pay the Contractor at the rates indicated in Section 1 for work performed under the terms of this Agreement. This is the maximum amount to be paid under this Agreement and it shall not be exceeded without City's prior written authorization in the form of a negotiated and executed amendment. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the project as set forth herein. 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 30 days.

The City reserves the right to correct any invoices paid in error according to the rates set forth in this Agreement. 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.

8. 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 Contractor to provide the services or project deliverables under this Contract shall remain property of Contractor.

9. Termination.

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, Contractor will only be paid for the hours completed at the time of termination of the Agreement.

10. Evaluation and Compliance with the Law.

The Contractor shall have the authority to control and direct the performance and details of the work described herein. The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations.

11. City Business and Occupation License.

Contractors will be required to obtain a business license when contracting with the City of Vancouver, unless allowable exemptions apply. Businesses/Contractors shall contact the State of Washington Business License Service (BLS) at: http://bls.dor.wa.gov/file.aspx, telephone 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 VMC Ch. 5.04.

12. Liability and Hold Harmless.

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 RCW, except 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. Contractor specifically acknowledges 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. Contractor is an independent contractor and responsible for the safety of its employees.

13. Insurance.

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.

a. Liability Insurance. Contractor shall maintain commercial General Liability insurance with a limit of not less than one million dollars ($1,000,000) for each occurrence and not less than one million dollars ($1,000,000) combined single limit automobile liability coverage. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operation and blanket contractual coverage including, but not limited to, the liability

assumed under the indemnification provisions of this Agreement. All liability insurance required herein shall be under a comprehensive or commercial general liability and business, policies.

b. City Listed as an Additional Insured: The City of Vancouver, its agents, representatives, officers, directors, officials, and employees must be named as an additional insured on the Commercial General Liability policy and shown on the certificate as an additional insured. A copy of the additional insured endorsement 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.

c. The commercial general liability policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well. This must be indicated on the certificate.

d. Worker's Compensation. Contractor shall carry workers' compensation insurance to cover obligations imposed by federal and state statues having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than one million dollars ($1,000,000) for each accident, five hundred thousand dollars ($500,000) for each disease for each employee, and one million dollars ($1,000,000) for each disease policy limit.

e. Umbrella Liability. The Contractor shall provide Umbrella Liability coverage at limits of not less than five million dollars ($5,000,000) per occurrence and annual aggregate. This umbrella liability coverage shall apply, at a minimum, to both the Commercial General and Auto insurance policy coverage. This requirement may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverage, or any combination thereof.

f. Professional Liability. The Contractor shall obtain and keep in force during the entire term of this Agreement, professional liability insurance (errors and omissions) 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. The amount of coverage provided by such insurance shall be not less than one million dollars ($1,000,000) combined single limit.

i. 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.

j. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.

k. Coverage Trigger: The insurance must be written on a "occurrence" basis. This must be indicated on the certificate. Claims made policies will be accepted for professional liability coverage only.

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. .

14. Notices.

All notices which are given or required to be given pursuant to this Agreement shall be hand delivered or mailed postage paid as follows:

City:

Attention: Anna Vogel
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995

Contractor:

Attention: Esther Cho Lui
LSW Architects
610 Esther Street, Suite 2020
Vancouver, Washington 98660

15. Amendments.

All changes to this Agreement, including changes to the statement of work and compensation, must be made by written amendment and signed by all parties to this Agreement.

16. 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.

17. Ratification.

Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.

18. 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. The contractor shall have legal authority to enter into this agreement and be at least 18 years of age. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

19. Cooperative Purchasing:

The Washington State Interlocal 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 of Vancouver incurring any financial or legal liability for such purchases. The City of Vancouver agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City of Vancouver 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.

20. Public Disclosure Compliance.

The parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Ch 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 Ch.42.17 RCW for withholding or delaying public disclosure of such information.

22. 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 department or agency.

23. 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.

By signing below, the Parties hereto accept the terms and conditions of this Agreement and specifically acknowledge and agree that the provisions contained herein have been mutually negotiated.

DATED this 6th day of October, 2020

CITY OF VANCOUVER,
A municipal corporation

____
Eric Holmes, City Manager

Attest:

____
Natasha Ramras, City Clerk

Approved as to form:

____
Jonathan Young, City Attorney

CONTRACTOR:
LSW Architects

____
Signature:

____
By: Printed Name / Title

LSW ARCHITECTS

610 Esther Street, Suite 200
Vancouver, WA 98660

360-694-8571

LSW-ARCHITECTS.COM

2020

CITY OF VANCOUVER

HOURLY BILLING RATES

Administrative/Support Staff	$80.00
Design Professional I-III	$90.00 - $115.00
Interior Designer I-III	$115.00 - $155.00
Architect I-III	$115.00 - $160.00
Project Manager I-III	$150.00 - $175.00
Principal	$250.00

EL,A

File No.:	3B2
Date:	10.12.2020

To: City of Vancouver

Attn: Christeen Smith

Project: On-call services

Re.: Labor rates

Memorandum

Our team's current hourly labor rates are as follows:

Architectural

Principal	$220
Architect	$155
Designer	$135
Drafter	$80

Structural

Principal	$160
Project Manager	$130
Project Engineer	$100
Project Designer	$70
Administration	$60

Electrical

Principal	$125
Designer	$100
Drafter	$80
Clerical	$60

Mechanical

Principal	$95
Drafter	$65
Clerical	$35

EL, Architects
3200 se 164th avenue suite 302
vancouver, washington 98683
voice: 360.798.

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EL,A

File No.:	3B2
Date:	10.12.2020

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Designer	$100
Drafter	$80
Clerical	$60

Mechanical

Principal	$95
Drafter	$65
Clerical	$35

EL, Architects
3200 se 164th avenue suite 302
vancouver, washington 98683
voice: 360.798.

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT No.____________
On Call Engineering and Architecture Services

This Agreement by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and Scott Edwards Architecture, LLP hereinafter referred to as "Contractor", whose address is 2525 East Burnside Street, Portland, Oregon 97214.

WHEREAS, the City desires to engage the Contractor to Architectural and Engineering services and other related services on an as needed basis. Contractor has agreed to offer its professional services to perform said work per City issued Request for Qualifications (RFQ) No. 34-20, Contractor's response to said RFQ; and City Council's approval on ____________________of Staff Report No. ______; and

WHEREAS, the Contractor has represented by entering into this Agreement 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 City.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform, in a satisfactory and proper manner, as determined by the City, the services hereafter set forth in connection with this Agreement:

1. Statement of Work.

Contractor agrees to provide On call architecture and engineering services per RFQ No. 34-20 and Contractor's response to said RFQ on file in City of Vancouver Procurement Services by reference hereto made a part of this Agreement.

All work must be authorized and approved by the City's Project Manager in writing before any work begins. Contractor shall approach this project in a manner consistent with its customary practice. Contractor shall actively seek collaborative input from City staff.

Compensation is limited to the amount specified for each specific task and/or sub-task, unless amended per Section 15 of this Agreement. The City expects Contractor to complete the work stated within the number of hours stated for each task and/or sub-task. If 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, 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. Contractor is solely responsible for its staff's travel time, including travel to and from the City of Vancouver. The City will reimburse all pre-approved miscellaneous expenses at-cost and receipts are required.

This agreement is a purchase of professional services at the rates attached. Payment for these services shall not exceed $500,000.00 USD unless authorized in writing by the City, according to Section 7 of this Agreement. If additional time is needed, please refer to Section 6 of this agreement. A written amendment must be attached.

2. 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; Purchase Orders; Contractor's submitted Statement of Qualifications to RFQ No. 34-20 and RFQ No. 34-20.

3. Relation of Parties.

The Contractor, its subconsultants, agents and employees are independent contractors performing professional services for City and are not employees of City. The Contractor, its subcontractors, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees. The Contractor, subconsultants, agents and employees shall not have the authority to bind City in any way except as may be specifically provided herein.

4. E-Verify.

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 Agreement. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Agreement 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.

5. Time of Performance.

The service of the Contractor is to commence as of December 1, 2020. It is agreed services hereunder shall be completed by November 30, 2025.

6. Delays and Extensions of Time.

If the Contractor is delayed at any time in the progress of providing services covered by the 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 Contractor and 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 City.

7. Compensation and Schedule of Payments.

City shall pay the Contractor at the rates indicated in Section 1 for work performed under the terms of this Agreement. This is the maximum amount to be paid under this Agreement and it shall not be exceeded without City's prior written authorization in the form of a negotiated and executed amendment. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the project as set forth herein. 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 30 days.

The City reserves the right to correct any invoices paid in error according to the rates set forth in this Agreement. 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.

8. 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 Contractor to provide the services or project deliverables under this Contract shall remain property of Contractor.

9. Termination.

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, Contractor will only be paid for the hours completed at the time of termination of the Agreement.

10. Evaluation and Compliance with the Law.

The Contractor shall have the authority to control and direct the performance and details of the work described herein. The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations.

11. City Business and Occupation License.

Contractors will be required to obtain a business license when contracting with the City of Vancouver, unless allowable exemptions apply. Businesses/Contractors shall contact the State of Washington Business License Service (BLS) at: http://bls.dor.wa.gov/file.aspx, telephone 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 VMC Ch. 5.04.

12. Liability and Hold Harmless.

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 RCW, except 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. Contractor specifically acknowledges 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. Contractor is an independent contractor and responsible for the safety of its employees.

13. Insurance.

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.

a. Liability Insurance. Contractor shall maintain commercial General Liability insurance with a limit of not less than one million dollars ($1,000,000) for each occurrence and not less than one million dollars ($1,000,000) combined single limit automobile liability coverage. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operation and blanket contractual coverage including, but not limited to, the liability

assumed under the indemnification provisions of this Agreement. All liability insurance required herein shall be under a comprehensive or commercial general liability and business, policies.

b. City Listed as an Additional Insured: The City of Vancouver, its agents, representatives, officers, directors, officials, and employees must be named as an additional insured on the Commercial General Liability policy and shown on the certificate as an additional insured. A copy of the additional insured endorsement 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.

c. The commercial general liability policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well. This must be indicated on the certificate.

d. Worker's Compensation. Contractor shall carry workers' compensation insurance to cover obligations imposed by federal and state statues having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than one million dollars ($1,000,000) for each accident, five hundred thousand dollars ($500,000) for each disease for each employee, and one million dollars ($1,000,000) for each disease policy limit.

e. Umbrella Liability. The Contractor shall provide Umbrella Liability coverage at limits of not less than five million dollars ($5,000,000) per occurrence and annual aggregate. This umbrella liability coverage shall apply, at a minimum, to both the Commercial General and Auto insurance policy coverage. This requirement may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverage, or any combination thereof.

f. Professional Liability. The Contractor shall obtain and keep in force during the entire term of this Agreement, professional liability insurance (errors and omissions) 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. The amount of coverage provided by such insurance shall be not less than one million dollars ($1,000,000) combined single limit.

i. 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.

j. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.

k. Coverage Trigger: The insurance must be written on a “occurrence” basis. This must be indicated on the certificate. Claims made policies will be accepted for professional liability coverage only.

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. .

14. Notices.

All notices which are given or required to be given pursuant to this Agreement shall be hand delivered or mailed postage paid as follows:

City:

Attention: Anna Vogel
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995

Contractor:

Attention: Sid Scott
Scott Edwards Architecture, LLP
2525 East Burnside Street
Portland, Oregon 97214

15. Amendments.

All changes to this Agreement, including changes to the statement of work and compensation, must be made by written amendment and signed by all parties to this Agreement.

16. 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.

17. Ratification.

Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.

18. 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. The contractor shall have legal authority to enter into this agreement and be at least 18 years of age. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

19. Cooperative Purchasing:

The Washington State Interlocal 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 of Vancouver incurring any financial or legal liability for such purchases. The City of Vancouver agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City of Vancouver 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.

20. Public Disclosure Compliance.

The parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Ch 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 Ch.42.17 RCW for withholding or delaying public disclosure of such information.

22. 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 department or agency.

23. 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.

By signing below, the Parties hereto accept the terms and conditions of this Agreement and specifically acknowledge and agree that the provisions contained herein have been mutually negotiated.

DATED this 6th day of October, 2020

CITY OF VANCOUVER,
A municipal corporation

____
Eric Holmes, City Manager

Attest:

____
Natasha Ramras, City Clerk

Approved as to form:

____
Jonathan Young, City Attorney

CONTRACTOR:
Scott Edwards Architecture, LLP

____
Signature:

____
By: Printed Name / Title

HOURLY RATES

October 13, 2020 | Revised: October 29, 2020

FIRM	NAME	ROLE	HOURLY RATE
SCOTT|EDWARDS ARCHITECTURE	Sid Scott	Principal-in-Charge	**$185**
	Andrew Kraus	Senior Associate, Project Manager	**$145**
	Jennifer Marsicek	Senior Associate, Project Manager	**$145**
	Susan Balogh	Senior Associate, Director of Interiors	**$135**
	Heather Flegel	QA/QC Specialist	**$135**
		Designer/Drafter	**$90-100**
KGA	Mark Hughes	Principal	**$165**
	Zachary Davidson	Senior Project Engineer	**$125-135**
	Adrienne Busch	Project Engineer	**$95-120**
PAE		Lead Engineer/Lead Designer	**$171**
		Project Engineer/Project Designer	**$139**
		Staff Engineer/Staff Designer	**$122**
JLD COST CONSULTING	John Drentlaw	Principal-in-Charge, Lead Cost Esimator	**$215**
PRC	Steven McBride	President, Principal-in-Charge	**$180**
	Faron Hall	Senior Technical Specialist	**$150**

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT No.____________
On Call Engineering and Architecture Services

This Agreement by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and FFA Architecture and Interiors, Inc. hereinafter referred to as "Contractor", whose address is 520 SW Yamhill Street, Suite 900, Portland, Oregon 97204.

WHEREAS, the City desires to engage the Contractor to Architectural and Engineering services and other related services on an as needed basis. Contractor has agreed to offer its professional services to perform said work per City issued Request for Qualifications (RFQ) No. 34-20, Contractor's response to said RFQ; and City Council's approval on ____________________of Staff Report No. ______; and

WHEREAS, the Contractor has represented by entering into this Agreement 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 City.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:
The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform, in a satisfactory and proper manner, as determined by the City, the services hereafter set forth in connection with this Agreement:

1. Statement of Work.
Contractor agrees to provide On call architecture and engineering services per RFQ No. 34-20 and Contractor's response to said RFQ on file in City of Vancouver Procurement Services by reference hereto made a part of this Agreement.

All work must be authorized and approved by the City's Project Manager in writing before any work begins. Contractor shall approach this project in a manner consistent with its customary practice. Contractor shall actively seek collaborative input from City staff.

Compensation is limited to the amount specified for each specific task and/or sub-task, unless amended per Section 15 of this Agreement. The City expects Contractor to complete the work stated within the number of hours stated for each task and/or sub-task. If 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, 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. Contractor is solely responsible for its staff's travel time, including travel to and from the City of Vancouver. The City will reimburse all pre-approved miscellaneous expenses at-cost and receipts are required.

This agreement is a purchase of professional services at the rates attached. Payment for these services shall not exceed $500,000.00 USD unless authorized in writing by the City, according to Section 7 of this Agreement. If additional time is needed, please refer to Section 6 of this agreement. A written amendment must be attached.

2. 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; Purchase Orders; Contractor's submitted Statement of Qualifications to RFQ No. 34-20 and RFQ No. 34-20.

3. Relation of Parties.

The Contractor, its subconsultants, agents and employees are independent contractors performing professional services for City and are not employees of City. The Contractor, its subcontractors, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees. The Contractor, subconsultants, agents and employees shall not have the authority to bind City in any way except as may be specifically provided herein.

4. E-Verify.

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 Agreement. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Agreement 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.

5. Time of Performance.

The service of the Contractor is to commence as of December 1, 2020. It is agreed services hereunder shall be completed by November 30, 2025.

6. Delays and Extensions of Time.

If the Contractor is delayed at any time in the progress of providing services covered by the 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 Contractor and 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 City.

7. Compensation and Schedule of Payments.

City shall pay the Contractor at the rates indicated in Section 1 for work performed under the terms of this Agreement. This is the maximum amount to be paid under this Agreement and it shall not be exceeded without City's prior written authorization in the form of a negotiated and executed amendment. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the project as set forth herein. 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 30 days.

The City reserves the right to correct any invoices paid in error according to the rates set forth in this Agreement. 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.

8. 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 Contractor to provide the services or project deliverables under this Contract shall remain property of Contractor.

9. Termination.

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, Contractor will only be paid for the hours completed at the time of termination of the Agreement.

10. Evaluation and Compliance with the Law.

The Contractor shall have the authority to control and direct the performance and details of the work described herein. The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations.

11. City Business and Occupation License.

Contractors will be required to obtain a business license when contracting with the City of Vancouver, unless allowable exemptions apply. Businesses/Contractors shall contact the State of Washington Business License Service (BLS) at: http://bls.dor.wa.gov/file.aspx, telephone 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 VMC Ch. 5.04.

12. Liability and Hold Harmless.

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 RCW, except 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. Contractor specifically acknowledges 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. Contractor is an independent contractor and responsible for the safety of its employees.

13. Insurance.

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.

a. Liability Insurance. Contractor shall maintain commercial General Liability insurance with a limit of not less than one million dollars ($1,000,000) for each occurrence and not less than one million dollars ($1,000,000) combined single limit automobile liability coverage. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operation and blanket contractual coverage including, but not limited to, the liability

assumed under the indemnification provisions of this Agreement. All liability insurance required herein shall be under a comprehensive or commercial general liability and business, policies.

b. City Listed as an Additional Insured: The City of Vancouver, its agents, representatives, officers, directors, officials, and employees must be named as an additional insured on the Commercial General Liability policy and shown on the certificate as an additional insured. A copy of the additional insured endorsement 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.

c. The commercial general liability policy must be endorsed to include “Washington Stop Gap” insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well. This must be indicated on the certificate.

d. Worker's Compensation. Contractor shall carry workers’ compensation insurance to cover obligations imposed by federal and state statues having jurisdiction of Contractor’s employees engaged in the performance of the work or services; and, Employer’s Liability insurance of not less than one million dollars ($1,000,000) for each accident, five hundred thousand dollars ($500,000) for each disease for each employee, and one million dollars ($1,000,000) for each disease policy limit.

e. Umbrella Liability. The Contractor shall provide Umbrella Liability coverage at limits of not less than five million dollars ($5,000,000) per occurrence and annual aggregate. This umbrella liability coverage shall apply, at a minimum, to both the Commercial General and Auto insurance policy coverage. This requirement may be satisfied instead through the Contractor’s primary Commercial General and Automobile Liability coverage, or any combination thereof.

f. Professional Liability. The Contractor shall obtain and keep in force during the entire term of this Agreement, professional liability insurance (errors and omissions) 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. The amount of coverage provided by such insurance shall be not less than one million dollars ($1,000,000) combined single limit.

i. 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.

j. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.

k. Coverage Trigger: The insurance must be written on a "occurrence" basis. This must be indicated on the certificate. Claims made policies will be accepted for professional liability coverage only.

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. .

14. Notices.
All notices which are given or required to be given pursuant to this Agreement shall be hand delivered or mailed postage paid as follows:

City:
Attention: Anna Vogel
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995

Contractor:
Attention: Troy Ainsworth
FFA Architecture and Interiors, Inc.
520 SW Yamhill Street, Suite 900
Portland, Oregon 97204

15. Amendments.
All changes to this Agreement, including changes to the statement of work and compensation, must be made by written amendment and signed by all parties to this Agreement.

16. 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.

17. Ratification.
Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.

18. 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. The contractor shall have legal authority to enter into this agreement and be at least 18 years of age. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

19. Cooperative Purchasing:

The Washington State Interlocal 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 of Vancouver incurring any financial or legal liability for such purchases. The City of Vancouver agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City of Vancouver 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.

20. Public Disclosure Compliance.

The parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Ch 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 Ch.42.17 RCW for withholding or delaying public disclosure of such information.

22. 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 department or agency.

23. 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.

By signing below, the Parties hereto accept the terms and conditions of this Agreement and specifically acknowledge and agree that the provisions contained herein have been mutually negotiated.

DATED this 6th day of October, 2020

CITY OF VANCOUVER,
A municipal corporation

____
Eric Holmes, City Manager

Attest:

____
Natasha Ramras, City Clerk

Approved as to form:

____
Jonathan Young, City Attorney

CONTRACTOR:
FFA Architecture and Interiors, Inc.

____
Signature:

____
By: Printed Name / Title

Hourly Billing Rates

Effective: January 1, 2021

Staff Category	Rate/Hour
General Administrative	$82
Project Coordinator	$82
Graphic Designer	$101
BIM Technician	$90
Senior BIM Technician	$110
Engineer/Designer	$107
Assistant Project Manager	$124
Staff Engineer/Staff Designer	$122
Project Engineer/Project Designer	$139
Lead Engineer/Lead Designer	$171
Senior Engineer/Senior Designer	$205
Associate	$187
Senior Associate	$226
Associate Principal	$249
Principal	$305

Note: Billing rates are subject to annual increases and will be adjusted 3% to 5% at the beginning of each calendar year.

These rates are confidential, meant only for this project, and not for release to third parties or to become part of the public record.

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT No.____________
On Call Engineering and Architecture Services

This Agreement by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and SERA Architects hereinafter referred to as "Contractor", whose address is 338 NW 5th Street, Portland, Oregon 97209.

WHEREAS, the City desires to engage the Contractor to Architectural and Engineering services and other related services on an as needed basis. Contractor has agreed to offer its professional services to perform said work per City issued Request for Qualifications (RFQ) No. 34-20, Contractor's response to said RFQ; and City Council's approval on ____________________of Staff Report No. ______; and

WHEREAS, the Contractor has represented by entering into this Agreement 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 City.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform, in a satisfactory and proper manner, as determined by the City, the services hereafter set forth in connection with this Agreement:

1. Statement of Work.

Contractor agrees to provide On call architecture and engineering services per RFQ No. 34-20 and Contractor's response to said RFQ on file in City of Vancouver Procurement Services by reference hereto made a part of this Agreement.

All work must be authorized and approved by the City's Project Manager in writing before any work begins. Contractor shall approach this project in a manner consistent with its customary practice. Contractor shall actively seek collaborative input from City staff.

Compensation is limited to the amount specified for each specific task and/or sub-task, unless amended per Section 15 of this Agreement. The City expects Contractor to complete the work stated within the number of hours stated for each task and/or sub-task. If 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, 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. Contractor is solely responsible for its staff's travel time, including travel to and from the City of Vancouver. The City will reimburse all pre-approved miscellaneous expenses at-cost and receipts are required.

This agreement is a purchase of professional services at the rates attached. Payment for these services shall not exceed $500,000.00 USD unless authorized in writing by the City, according to Section 7 of this Agreement. If additional time is needed, please refer to Section 6 of this agreement. A written amendment must be attached.

2. 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; Purchase Orders; Contractor's submitted Statement of Qualifications to RFQ No. 34-20 and RFQ No. 34-20.

3. Relation of Parties.

The Contractor, its subconsultants, agents and employees are independent contractors performing professional services for City and are not employees of City. The Contractor, its subcontractors, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees. The Contractor, subconsultants, agents and employees shall not have the authority to bind City in any way except as may be specifically provided herein.

4. E-Verify.

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 Agreement. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Agreement 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.

5. Time of Performance.

The service of the Contractor is to commence as of December 1, 2020. It is agreed services hereunder shall be completed by November 30, 2025.

6. Delays and Extensions of Time.

If the Contractor is delayed at any time in the progress of providing services covered by the 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 Contractor and 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 City.

7. Compensation and Schedule of Payments.

City shall pay the Contractor at the rates indicated in Section 1 for work performed under the terms of this Agreement. This is the maximum amount to be paid under this Agreement and it shall not be exceeded without City's prior written authorization in the form of a negotiated and executed amendment. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the project as set forth herein. 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 30 days.

The City reserves the right to correct any invoices paid in error according to the rates set forth in this Agreement. 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.

8. 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 Contractor to provide the services or project deliverables under this Contract shall remain property of Contractor.

9. Termination.

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, Contractor will only be paid for the hours completed at the time of termination of the Agreement.

10. Evaluation and Compliance with the Law.

The Contractor shall have the authority to control and direct the performance and details of the work described herein. The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations.

11. City Business and Occupation License.

Contractors will be required to obtain a business license when contracting with the City of Vancouver, unless allowable exemptions apply. Businesses/Contractors shall contact the State of Washington Business License Service (BLS) at: http://bls.dor.wa.gov/file.aspx, telephone 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 VMC Ch. 5.04.

12. Liability and Hold Harmless.

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 RCW, except 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. Contractor specifically acknowledges 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. Contractor is an independent contractor and responsible for the safety of its employees.

13. Insurance.

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.

a. Liability Insurance. Contractor shall maintain commercial General Liability insurance with a limit of not less than one million dollars ($1,000,000) for each occurrence and not less than one million dollars ($1,000,000) combined single limit automobile liability coverage. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operation and blanket contractual coverage including, but not limited to, the liability

assumed under the indemnification provisions of this Agreement. All liability insurance required herein shall be under a comprehensive or commercial general liability and business, policies.

b. City Listed as an Additional Insured: The City of Vancouver, its agents, representatives, officers, directors, officials, and employees must be named as an additional insured on the Commercial General Liability policy and shown on the certificate as an additional insured. A copy of the additional insured endorsement 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.

c. The commercial general liability policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well. This must be indicated on the certificate.

d. Worker's Compensation. Contractor shall carry workers' compensation insurance to cover obligations imposed by federal and state statues having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than one million dollars ($1,000,000) for each accident, five hundred thousand dollars ($500,000) for each disease for each employee, and one million dollars ($1,000,000) for each disease policy limit.

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f. Professional Liability. The Contractor shall obtain and keep in force during the entire term of this Agreement, professional liability insurance (errors and omissions) 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. The amount of coverage provided by such insurance shall be not less than one million dollars ($1,000,000) combined single limit.

i. 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.

j. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.

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14. Notices.

All notices which are given or required to be given pursuant to this Agreement shall be hand delivered or mailed postage paid as follows:

City:

Attention: Anna Vogel
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995

Contractor:

Attention: Rebecca Epstein
SERA Architects
338 NW 5th Street
Portland, Oregon 97209

15. Amendments.

All changes to this Agreement, including changes to the statement of work and compensation, must be made by written amendment and signed by all parties to this Agreement.

16. 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.

17. Ratification.

Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.

18. 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. The contractor shall have legal authority to enter into this agreement and be at least 18 years of age. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

19. Cooperative Purchasing:

The Washington State Interlocal 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 of Vancouver incurring any financial or legal liability for such purchases. The City of Vancouver agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City of Vancouver 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.

20. Public Disclosure Compliance.

The parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Ch 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 Ch.42.17 RCW for withholding or delaying public disclosure of such information.

22. 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 department or agency.

23. 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.

By signing below, the Parties hereto accept the terms and conditions of this Agreement and specifically acknowledge and agree that the provisions contained herein have been mutually negotiated.

DATED this 6th day of October, 2020

CITY OF VANCOUVER, A municipal corporation	**CONTRACTOR:** SERA Architects
________________________ Eric Holmes, City Manager	________________________ Signature:
Attest:	________________________ By: Printed Name / Title
________________________ Natasha Ramras, City Clerk	
Approved as to form:	
________________________ Jonathan Young, City Attorney	

Rate Proposal

Date
October 14, 2020
Revised
October 27,2020
Project Name
City of Vancouver
On-Call #34-20
A/E Services

Attention
Christeen Smith &
Jean Singer
Address
415 W 6th Street
Vancouver, WA
98660

Overview

SERA Architects, Inc. ("SERA") appreciates the opportunity to submit our rates in consideration for the City's Engineering and Architectural Services On-Call RFP.

Assumptions

On the following pages we have revised rates for our proposed team from 2020 through 2025. We are requesting to change MEP/FP consultants to ColeBreit Engineering and have sent firm profile and project personnel in a separate attachment. Note that there is no rate change between 2020 and 2021 for all team members.

Our goal is to become a trusted partner to the City of Vancouver and establish a long-term relationship. We have always been successful in negotiating terms so if there is any feedback on our rates, we would be happy to discuss further to arrive at a successful outcome. We look forward to hearing from you on the next steps.

If you have any questions, please let me know.

Sincerely,

SERA Architects, Inc.

Rebecca Epstein
Principal

SERA

Role	2020	2021	2022	2023	2024	2025
			Hourly Rates By Year			
Sr, Project manager/Architect/Designer/Planner (VIII)	$ 190	$ 190	$ 196	$ 202	$ 208	$ 214
Project manager/Architect/Designer/Planner (VII)	$ 170	$ 170	$ 175	$ 180	$ 186	$ 191
Project manager/Architect/Designer/Planner (VI)	$ 150	$ 150	$ 155	$ 159	$ 164	$ 169
Sr. Job Captain Architecture/Interiors/Planning (V)	$ 135	$ 135	$ 139	$ 143	$ 148	$ 152
Job Captain Architecture/Interiors/Planning (IV)	$ 120	$ 120	$ 124	$ 127	$ 131	$ 135
Jr. Job Captain Architecture/Interiors/Planning (III)	$ 100	$ 100	$ 103	$ 106	$ 109	$ 113
Project Assistant Architecture/Interiors/Planning (II)	$ 95	$ 95	$ 98	$ 101	$ 104	$ 107
Project Assistant Architecture/Interiors/Planning (I)	$ 85	$ 85	$ 88	$ 90	$ 93	$ 96
Principal (X)	$ 210	$ 210	$ 216	$ 223	$ 229	$ 236
Associate Principal (IX)	$ 200	$ 200	$ 206	$ 212	$ 219	$ 225
Administration	$ 70	$ 70	$ 72	$ 74	$ 76	$ 79
Intern	$ 65	$ 65	$ 67	$ 69	$ 71	$ 73

KGA

Role	2020	2021	2022	2023	2024	2025
			Hourly Rates By Year			
Senior Project Engineer	$ 135	$ 135	$ 139	$ 143	$ 148	$ 152
Project Engineer	$ 120	$ 120	$ 124	$ 127	$ 131	$ 135
Staff Engineer	$ 90	$ 90	$ 93	$ 95	$ 98	$ 101
Designer	$ 85	$ 85	$ 88	$ 90	$ 93	$ 96
Senior Principal	$ 175	$ 175	$ 180	$ 186	$ 191	$ 197
Principal	$ 165	$ 165	$ 170	$ 175	$ 180	$ 186
Associate Principal	$ 140	$ 140	$ 144	$ 149	$ 153	$ 158
Technician	$ 105	$ 105	$ 108	$ 111	$ 115	$ 118
Administrative	$ 85	$ 85	$ 88	$ 90	$ 93	$ 96

COLEBREIT

Role	2020	2021	2022	2023	2024	2025
	Hourly Rates By Year					
Principal	$ 190	$ 190	$ 196	$ 202	$ 208	$ 214
Senior Engineer/Department Lead	$ 170	$ 170	$ 175	$ 180	$ 186	$ 191
Engineer III	$ 155	$ 155	$ 160	$ 164	$ 169	$ 174
Engineer II/Designer III	$ 140	$ 140	$ 144	$ 149	$ 153	$ 158
Engineer I/Designer II	$ 125	$ 125	$ 129	$ 133	$ 137	$ 141
Designer I	$ 110	$ 110	$ 113	$ 117	$ 120	$ 124
Engineering Intern	$ 75	$ 75	$ 77	$ 80	$ 82	$ 84
Clerical/Administrative	$ 75	$ 75	$ 77	$ 80	$ 82	$ 84

OMCI

Role	2020	2021	2022	2023	2024	2025
	Hourly Rates By Year					
Principal	$ 250	$ 250	$ 258	$ 265	$ 273	$ 281
Director	$ 215	$ 215	$ 221	$ 228	$ 235	$ 242
Project/Construction Executive	$ 190	$ 190	$ 196	$ 202	$ 208	$ 214
Program Manager	$ 190	$ 190	$ 196	$ 202	$ 208	$ 214
Estimating Manager	$ 180	$ 180	$ 185	$ 191	$ 197	$ 203
Scheduling Manager	$ 180	$ 180	$ 185	$ 191	$ 197	$ 203
Senior Constructability Reviewer	$ 180	$ 180	$ 185	$ 191	$ 197	$ 203
Senior Project/Construction Manager	$ 170	$ 170	$ 175	$ 180	$ 186	$ 191
Senior Estimator	$ 170	$ 170	$ 175	$ 180	$ 186	$ 191
Senior Scheduler	$ 170	$ 170	$ 175	$ 180	$ 186	$ 191
Senior Software Engineer	$ 170	$ 170	$ 175	$ 180	$ 186	$ 191
Constructability Reviewer	$ 160	$ 160	$ 165	$ 170	$ 175	$ 180
Project/Construction Manager	$ 160	$ 160	$ 165	$ 170	$ 175	$ 180
Quality Assurance	$ 150	$ 150	$ 155	$ 159	$ 164	$ 169
Estimator	$ 145	$ 145	$ 149	$ 154	$ 158	$ 163
Scheduler	$ 145	$ 145	$ 149	$ 154	$ 158	$ 163
Software Engineer	$ 135	$ 135	$ 139	$ 143	$ 148	$ 152
Assistant Project/Construction Manager	$ 135	$ 135	$ 139	$ 143	$ 148	$ 152
Data Engineer/Analyst	$ 115	$ 115	$ 118	$ 122	$ 126	$ 129
Project Engineer	$ 115	$ 115	$ 118	$ 122	$ 126	$ 129
Document Control Specialist	$ 90	$ 90	$ 93	$ 95	$ 98	$ 101
Administrative Assistant	$ 75	$ 75	$ 77	$ 80	$ 82	$ 84

CITY OF VANCOUVER
PROFESSIONAL SERVICES AGREEMENT No.____________
On Call Engineering and Architecture Services

This Agreement by and between the City of Vancouver, a municipal corporation, under the laws of the State of Washington, hereinafter referred to as "City" and Ankrom Moisan Architects hereinafter referred to as "Contractor", whose address is 38 NW Davis Street, Suite 300, Portland, Oregon 97209.

WHEREAS, the City desires to engage the Contractor to Architectural and Engineering services and other related services on an as needed basis. Contractor has agreed to offer its professional services to perform said work per City issued Request for Qualifications (RFQ) No. 34-20, Contractor's response to said RFQ; and City Council's approval on ____________________of Staff Report No. ______; and

WHEREAS, the Contractor has represented by entering into this Agreement 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 City.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

The City hereby agrees to engage the Contractor and the Contractor hereby agrees to perform, in a satisfactory and proper manner, as determined by the City, the services hereafter set forth in connection with this Agreement:

1. Statement of Work.

Contractor agrees to provide On call architecture and engineering services per RFQ No. 34-20 and Contractor's response to said RFQ on file in City of Vancouver Procurement Services by reference hereto made a part of this Agreement.

All work must be authorized and approved by the City's Project Manager in writing before any work begins. Contractor shall approach this project in a manner consistent with its customary practice. Contractor shall actively seek collaborative input from City staff.

Compensation is limited to the amount specified for each specific task and/or sub-task, unless amended per Section 15 of this Agreement. The City expects Contractor to complete the work stated within the number of hours stated for each task and/or sub-task. If 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, 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

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The Contractor, its subconsultants, agents and employees are independent contractors performing professional services for City and are not employees of City. The Contractor, its subcontractors, agents and employees, shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees. The Contractor, subconsultants, agents and employees shall not have the authority to bind City in any way except as may be specifically provided herein.

4. E-Verify.

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 Agreement. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Agreement 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.

5. Time of Performance.

The service of the Contractor is to commence as of December 1, 2020. It is agreed services hereunder shall be completed by November 30, 2025.

6. Delays and Extensions of Time.

If the Contractor is delayed at any time in the progress of providing services covered by the 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 Contractor and 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 City.

7. Compensation and Schedule of Payments.

City shall pay the Contractor at the rates indicated in Section 1 for work performed under the terms of this Agreement. This is the maximum amount to be paid under this Agreement and it shall not be exceeded without City's prior written authorization in the form of a negotiated and executed amendment. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment and incidentals necessary to complete the project as set forth herein. 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 30 days.

The City reserves the right to correct any invoices paid in error according to the rates set forth in this Agreement. 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.

8. 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 Contractor to provide the services or project deliverables under this Contract shall remain property of Contractor.

9. Termination.

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, Contractor will only be paid for the hours completed at the time of termination of the Agreement.

10. Evaluation and Compliance with the Law.

The Contractor shall have the authority to control and direct the performance and details of the work described herein. The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations.

11. City Business and Occupation License.

Contractors will be required to obtain a business license when contracting with the City of Vancouver, unless allowable exemptions apply. Businesses/Contractors shall contact the State of Washington Business License Service (BLS) at: http://bls.dor.wa.gov/file.aspx, telephone 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 VMC Ch. 5.04.

12. Liability and Hold Harmless.

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 RCW, except 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. Contractor specifically acknowledges 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. Contractor is an independent contractor and responsible for the safety of its employees.

13. Insurance.

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.

a. Liability Insurance. Contractor shall maintain commercial General Liability insurance with a limit of not less than one million dollars ($1,000,000) for each occurrence and not less than one million dollars ($1,000,000) combined single limit automobile liability coverage. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operation and blanket contractual coverage including, but not limited to, the liability

assumed under the indemnification provisions of this Agreement. All liability insurance required herein shall be under a comprehensive or commercial general liability and business, policies.

b. City Listed as an Additional Insured: The City of Vancouver, its agents, representatives, officers, directors, officials, and employees must be named as an additional insured on the Commercial General Liability policy and shown on the certificate as an additional insured. A copy of the additional insured endorsement 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.

c. The commercial general liability policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well. This must be indicated on the certificate.

d. Worker's Compensation. Contractor shall carry workers' compensation insurance to cover obligations imposed by federal and state statues having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than one million dollars ($1,000,000) for each accident, five hundred thousand dollars ($500,000) for each disease for each employee, and one million dollars ($1,000,000) for each disease policy limit.

e. Umbrella Liability. The Contractor shall provide Umbrella Liability coverage at limits of not less than five million dollars ($5,000,000) per occurrence and annual aggregate. This umbrella liability coverage shall apply, at a minimum, to both the Commercial General and Auto insurance policy coverage. This requirement may be satisfied instead through the Contractor's primary Commercial General and Automobile Liability coverage, or any combination thereof.

f. Professional Liability. The Contractor shall obtain and keep in force during the entire term of this Agreement, professional liability insurance (errors and omissions) 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. The amount of coverage provided by such insurance shall be not less than one million dollars ($1,000,000) combined single limit.

i. 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.

j. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.

k. Coverage Trigger: The insurance must be written on a "occurrence" basis. This must be indicated on the certificate. Claims made policies will be accepted for professional liability coverage only.

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. .

14. Notices.
All notices which are given or required to be given pursuant to this Agreement shall be hand delivered or mailed postage paid as follows:

City:	Contractor:
Attention: Anna Vogel City of Vancouver 415 W 6th Street P O Box 1995 Vancouver WA 98668-1995	Attention: Bethanne Mikkelsen Ankrom Moisan Architects 38 NW Davis Street, Suite 300, Portland, Oregon 97209

15. Amendments.
All changes to this Agreement, including changes to the statement of work and compensation, must be made by written amendment and signed by all parties to this Agreement.

16. 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.

17. Ratification.
Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.

18. 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. The contractor shall have legal authority to enter into this agreement and be at least 18 years of age. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

19. Cooperative Purchasing:

The Washington State Interlocal 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 of Vancouver incurring any financial or legal liability for such purchases. The City of Vancouver agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City of Vancouver 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.

20. Public Disclosure Compliance.

The parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Ch 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 Ch.42.17 RCW for withholding or delaying public disclosure of such information.

22. 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 department or agency.

23. 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.

By signing below, the Parties hereto accept the terms and conditions of this Agreement and specifically acknowledge and agree that the provisions contained herein have been mutually negotiated.

DATED this 6th day of October, 2020

CITY OF VANCOUVER,
A municipal corporation

____
Eric Holmes, City Manager

Attest:

____
Natasha Ramras, City Clerk

Approved as to form:

____
Jonathan Young, City Attorney

CONTRACTOR:
Ankrom Moisan Architects

____
Signature:

____
By: Printed Name / Title

Ankrom Moisan

2020 BILLING RATES

DESCRIPTION	RATES	AVERAGE
ARCHITECTURAL STAFF:		
President | Executive Vice President | Vice President	$290 - $365	$318
Managing Principal | Managing Design Principal	$200 - $245	$225
Principal | Design Principal	$165 - $235	$179
Senior Project Manager	$145 - $207	$165
Project Manager	$116 - $180	$139
Senior Project Designer	$130 - $215	$158
Project Designer	$110 - $145	$127
Project Architects / Architectural Staff	$90 - $175	$119
Architectural Intern	$65 - $108	$85
INTERIOR DESIGN STAFF:		
Interior Designer III	$106 - $172	$132
Interior Designer II	$85 - $132	$110
Interior Designer I	$72 - $113	$93
SPECIALISTS:		
Technical Advocate (QA/QC)	$148 - $175	$162
Project Coordinator	$72 - $92	$87
Visualization Artists	$120 - $128	$123
BIM Manager	$125 - $140	$133
Graphic Design / Brand / Marketing Staff	$55 - $275	$129
Risk Management	$94 - $130	$110
Practice Manager / Practice Coordinator / Research & Information Manager	$72 - $128	$93

ARCHITECTURE
INTERIORS
URBAN DESIGN
IDENTITY

REIMBURSABLE EXPENSES

Expense of Consulting Services x 1.10.
Expense of Reimbursable Items x 1.10, including but not limited to:

DESCRIPTION
Large Format Prints
Small Format Prints
Postage | Deliveries
Mileage | Parking | Travel
Renderings
International Phone Calls
Display Boards | Models
Electronic Data Transfer
Online Meeting | Internet Conference

Ankrom Moisan Architects

PORTLAND
38 NW Davis Street
Suite 300
Portland, OR 97209
503.245.7100

SEATTLE
1505 5th Avenue
Suite 300
Seattle, WA 98101
206.576.1600

SAN FRANCISCO
1014 Howard Street
San Francisco, CA 94103
415.252.7063

ankrommoisan.com

KCL
ENGINEERING

300 4th Street
West Des Moines, IA 50265
515.724.7938

2175 NW Raleigh Street
Suite 110
Portland, OR 97210
503.212.4612

7575 E Redfield Road
Suite 201
Scottsdale, AZ 85260
480.666.0767

CONSULTING ENGINEERS

Mechanical
Electrical
Plumbing
Lighting
Technology

KCL Engineering, LLC
Hourly Rates for Engineering Services
2020

CLASSIFICATION	RATE
Managing Principal	$200.00
Principal	$180.00
Associate	$170.00
Senior Engineer/Designer	$160.00
Engineer/Designer	$140.00
Administrative	$ 90.00

These rates are subject to revision in January of each year.

All amounts due KCL Engineering, LLC shall be payable upon presentation of an invoice which shall be rendered from time to time but not more frequently than monthly. Invoiced amounts for professional time shall be billed at the hourly rates cited above for the time incurred on the project. Reimbursable expenses shall be included on invoices as the expenses are incurred. Any franchises, sales, service, use and/or value-added taxes levied by any governmental authority which would be deemed applicable by KCL Engineering, LLC will be invoiced in addition to any stated fee and/or reimbursable limits.

KCL Engineering, LLC reserves the right to suspend work or terminate this Agreement and charge 1.5% interest per month on invoiced amounts when invoices are thirty (30) days past due. All attorney fees, court costs, accrued interest and other interest and other collection costs incurred during collection procedures for delinquent accounts shall be paid to KCL Engineering, LLC.

Effective June 1, 2020

The fees for our services will be based upon the rates listed below. All fee quotations are applicable for a period of one hundred eighty (180) days from the date of the proposal to which this schedule is attached.

Senior Principal	$175.00 per hour
Principal	$165.00 per hour
Associate Principal	$140.00 per hour
Senior Project Engineer	$125.00 to $135.00 per hour
Project Engineer	$ 95.00 to $120.00 per hour
Staff Engineer	$ 90.00 per hour
Designer	$ 80.00 to $ 85.00 per hour
Technician	$105.00 per hour
Administrative	$ 85.00 per hour

These rates apply to regular time and travel in the United States. A maximum travel time of eight (8) hours will be charged in any day. Overtime, if required, will be charged at 1.5 times the above rates. Overtime will apply to time in excess of eight (8) hours per day, and all time on Saturdays, Sundays and holidays.

For multiple year agreements, a two percent (2%) to three percent (3%) increase shall be anticipated.

Reimbursable Items

Outside services performed by others and direct expenses incurred on the client's behalf are charged at 1.1 times our cost. Such items include, but are not limited to: Delivery services, plotting for non-scheduled review sets or if we must print our own review sets of other team members' drawings, printing outside of normal expected prints, printing of large shop drawing files, outside consultants and testing laboratories, special permits and inspection fees, photographs, providing electronic files for non-design team use and, if required, travel-related costs, including lodging, auto rentals and meals. These expenses, excluding travel-related costs, will be billed at 1.1 times our cost.

Please note: These rates are subject to adjustment in the future.

WBE Washington State | WBE Oregon State | SCS King County | WOSB Federal
815 1st Ave, #176, Seattle, WA 98104
220 NW 8th Ave, Portland, OR 97209
www.dcwcost.com
206.259.2990

STANDARD HOURLY RATES SCHEDULE

Effective January 1 through December 31, 2020

	Bill Rate
Directors	$175.00
Specialists	$165.00- $175.00
Cost Estimators*	$150.00 - $165.00
Clerical/QC	$ 85.00
Deposition and Trial	Additional 50%

*Primary work performed by Cost Estimators including peer QC

<u>The above rates include:</u>

1. Reproduction of reports, up to six copies.
2. Cost of travel, parking and telephone within a 100- mile radius of the office.
3. Postage and messenger service within a 100- mile radius of the office.

<u>The above rates exclude:</u>

1. Travel expenses, messenger service, parking, long distance telephone, etc. beyond a 100- mile radius of the **SEA or PDX** offices.
2. Document reproduction, graphics, color photocopying.
3. Consulting engineers or other outside services.
4. Videography.

Billing rates are reviewed annually however, these rates as presented will remain in effect through the course of this project.

Harper Houf Peterson Righellis Inc.
Standard Billing Rates For 2020

Classification	Standard Rate
Senior Principal	$ 245.00 /Hr.
Structural Manager	$ 195.00 /Hr.
Project Manager	$ 210.00 /Hr.
Project Engineer	$ 190.00 /Hr.
Construction Manager	$ 190.00 /Hr.
Senior Scientist	$ 170.00 /Hr.
Civil Engineer	$ 160.00 /Hr.
Structural Engineer	$ 160.00 /Hr.
Senior Planner	$ 165.00 /Hr.
Senior Landscape Architect	$ 160.00 /Hr.
Landscape Architect	$ 140.00 /Hr.
Quality Control Engineer	$ 210.00 /Hr.
Senior Civil Designer	$ 160.00 /Hr.
Planner	$ 145.00 /Hr.
Civil Designer	$ 135.00 /Hr.
Structural Designer	$ 135.00 /Hr.
Inspector	$ 115.00 /Hr.
BIM Specialist	$ 145.00 /Hr.
Landscape Designer	$ 115.00 /Hr.
Scientist	$ 115.00 /Hr.
Assistant Planner	$ 105.00 /Hr.
CAD Technician	$ 115.00 /Hr.
CAD Technician II	$ 95.00 /Hr.
Survey Manager	$ 190.00 /Hr.
Project Surveyor	$ 165.00 /Hr.
Survey Technician	$ 125.00 /Hr.
Survey Crew (Crew Chief)	$ 125.00 /Hr.
Survey Crew (Instrument Person)	$ 90.00 /Hr.
Senior Clerical	$ 140.00 /Hr.
Graphics Artist	$ 140.00 /Hr.
Clerical	$ 100.00 /Hr.

<u>Expenses</u>

Mileage - IRS Rate	$ 0.575 /Mi.
Reimbursables	At Cost With 5% Mark-Up
Sub-Consultants	At Cost With 5% Mark-Up

NWESI
NORTHWEST ENGINEERING SERVICE, INC.
7000 SW Redwood Ln.
Tigard, Oregon 97224
P: 503.639.7525
F: 503.684.3589
www.NWESI.com

NORTHWEST ENGINEERING SERVICE
COMMISSIONING SERVICES
BILLING RATES

Effective January 1, 2020 through December 31, 2020

COMMISSIONING SERVICES, HOURLY	REGULAR	SHIFT/NIGHT*	OVERTIME**
Commissioning Division Manager	$180	NA	NA
Senior Commissioning Authority	$160	x 1.17	x 1.33
Commissioning Authority	$154	x 1.17	x 1.33
Junior Commissioning Authority	$132	x 1.17	x 1.33
Commissioning Engineer	$120	x 1.17	x 1.33
Assistant Commissioning Engineer	$109	x 1.17	x 1.33
Commissioning Technician	$98	x 1.17	x 1.33
Clerical	$80	NA	NA

Expenses

Mileage	IRS Allowable rate per mile
Travel expenses	Cost
Equipment rental, project specific equipment expenses	Cost plus 5%
Consultants / Sub-consultants	Cost plus 5%

*Shift/night rate is for any work hours performed outside of 7AM – 5PM.
**Overtime rate is used for work beyond 40 hrs. during a single work week, Sat. - Fri.
Any holiday work is charged as double-time.

Item #3.

Staff Report 170-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 11/23/2020

SUBJECT Easement Release - Sanitary Sewer

Key Points

- Partial release of sanitary sewer easement recorded under Auditor's File Number G-724960 will release 1,216 square feet of encumbered private property.
- Partial release of sanitary sewer easement recorded under Auditor's File Number 3212177 will release 326 square feet of encumbered private property.
- Staff is recommending the collection of no compensation for the released easements.

Strategic Plan Alignment

Goal 1, Objective 1.2: Ensure our infrastructure, including buildings and utilities, is safe, environmentally responsible and well maintained.

Present Situation

The property owners have granted a new sanitary sewer easement to the City of Vancouver that in combination with the two previous easements will accommodate a public sewer extension through the property. However, portions of the two prior easements will no longer be required to protect and provide access to the new sewer facilities. The property owners have therefore requested that the City release these portions of prior easements from encumbrance.

Advantage(s)

Releasing unnecessary easements reduces parcel encumbrance

Disadvantage(s)

None

Budget Impact

None

Prior Council Review

None

Action Requested

Authorize the City Manager or his designee to sign the attached easement releases.

Sheryl Hale, Senior Engineering Supervisor, 360-487-7151

ATTACHMENTS:

- Attachment A - G-724960 Release
- Attachment B - 3212177 Release
- Attachment C - AFN 5696878
- Attachment D - Easement Release Request from Property Owner
- Attachment E - Sewer Easement Exhibit - P.I.N. 151506-000

Attachment ‘A’

RECORD AND RETURN TO:
City of Vancouver
City Clerk's Office
P O Box 1995
Vancouver, WA 98668-1995

PARTIAL RELEASE OF SANITARY SEWER EASEMENT

That City of Vancouver, a municipal corporation of the state of Washington, for and in consideration of one dollar ($1.00) and other good and valuable consideration does hereby release a portion of the sanitary sewer easement described as follows:

> A portion of a ten (10) foot wide sanitary sewer easement, described in that Sewer Easement, Gaub to City of Vancouver, recorded June 1st, 1976, under Auditor's File Number G-724960, records of Clark County Washington, attached hereto as Exhibit "A" (1 page). Description of the portion to be released, attached hereto as Exhibit "B" (1 page), and map of the portion to be released, attached hereto as Exhibit "C" (1 page).

Executed this ________ day of ____________________, 2020.

CITY OF VANCOUVER

____
Eric Holmes, City Manager

Approved as to form:	Attest:
______________________________	______________________________
Jonathan J. Young, City Attorney	Natasha Ramras, City Clerk

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, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as City Manager of City of Vancouver, a 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 ________________, 2020.

____
NOTARY PUBLIC in and for the state
of Washington residing at __________________
My Commission expires:___________________

P. O. Box 1995
Vancouver, WA 98663

C 724960 SEWER EASEMENT 1013500

The Grantors, Albert W. Gaub and Anna D. Gaub, husband and wife, and John W. G. Williams and Deloris A. Williams, husband and wife, for and in consideration of One Dollar ($1.00) and other valuable consideration in hand paid, bargain, sell and convey to the City of Vancouver, a Municipal Corporation of the State of Washington an easement over, under and across the following described real estate in Clark County, Washington, to-wit:

AN EASEMENT 10.00 FEET IN WIDTH, BEING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: BEGINNING AT A POINT ~~ON THE SOUTHERLY TERMINUS OF N.E. 22ND AVENUE~~ IN THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 1 EAST, W.M.; SAID POINT BEING 55.00 FEET EAST OF THE NORTHEAST CORNER OF THAT CERTAIN TRACT CONVEYED TO JOHN W. G. WILLIAMS, ET UX, BY DEED RECORDED UNDER AUDITOR'S FILE NO. G 441637, RECORDS OF CLARK COUNTY, WASHINGTON; THENCE SOUTH, PARALLEL TO THE EAST LINE OF SAID WILLIAMS TRACT, 95.00 FEET, MORE OR LESS, TO A POINT THAT IS 40.00 FEET NORTHEASTERLY, MEASURED AT RIGHT ANGLES, FROM THE NORTHEASTERLY LINE OF THE BONNEVILLE POWER ADMINISTRATION RIGHT OF WAY; THENCE SOUTHEASTERLY 300.00 FEET, MORE OR LESS, TO A POINT ON THE WEST LINE OF WOODVIEW TERRACE -3 THAT IS 65.00 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SUBDIVISION.

DW by D. C.

This easement is granted for the purpose of constructing, installing, reconstructing, repairing, operating and maintaining a sanitary sewer and the grantee and its agents and contractors shall have the right to enter upon the premises for such purposes. In addition, the grantors hereby grant to the grantee a temporary right-of-way along the easterly side of the easement described above for the purposes of piling dirt, moving, placing and using equipment and supplies, and other necessary operations for and in connection with the initial construction of the sanitary sewer. The easement area herein conveyed shall be restored to its present condition. Said restoration to be commenced immediately upon completion of the project.

Execution hereof constitutes waiver of the 90 days notice of commencement of construction.

Dated this 27th day of May, 1976.

FILED FOR RECORD
CLARK CO. WASH.
Pioneer National Title Ins. Co.
JUN 1 10 02 AM '76
AUDITOR
RON DOTZAUER

Anna D. Gaub
Albert W Gaub
Deloris A Williams
John W G Williams

STATE OF WASHINGTON)
) ss
COUNTY OF CLARK)

On this day personally appeared before me Albert W. Gaub and Anna D. Gaub, husband and wife, and John W. G. Williams and Deloris A. Williams, husband and wife to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 27th day of May, 1976.

B Richard Foss
NOTARY PUBLIC in and for the State of Washington residing at Vancouver

NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES SEPT. 17 1977

964006-000

Exhibit 'B'

PARTIAL VACATION
AFN G-724960
CITY OF VANCOUVER
PROPERTY IDENTIFICATION NUMBER 151506-000

A portion of that sanitary sewer easement to be vacated, described in that Sewer Easement, Gaub to City of Vancouver, recorded June 1st, 1976, under Auditor's File Number G- 724960 records of Clark County Washington, said portion being in the Northwest quarter of the Southeast quarter of Section 14, Township 2 North, Range 1 East of the Willamette Meridian, in Clark County Washington, more particularly described as follows:

Commencing at the Northwest corner of that parcel described in that Statutory Warranty Deed, Tallmadge to Bouvier, recorded October 8th, 1999 under Auditor's File Number 3158482 records of Clark County Washington;

Thence South 89°14'35" East along the North boundary of said Bouvier parcel 13.96 feet more or less to the East boundary of said sanitary sewer easement;

Thence South 1°10'25" West along said East boundary 67.73 feet;

Thence South 41° 26' 15" East along the Northeast boundary of said sanitary sewer easement 85.84 feet, to the True Point of Beginning;

Thence South 41° 26' 15" East continuing along said Northeast boundary 141.54 feet to the West boundary of that subdivision, Woodview Terrace - 3 recorded in book of plats "G" Page 757, records of Clark County, Washington;

Thence South 1° 38' 25" West, along said West boundary, 5.70 feet;

Thence leaving said West boundary North 46° 41' 04" West 66.80 feet to a point on the Southwest boundary of said sanitary sewer easement;

Thence North 41° 26' 15" West along said Southwest boundary 73.24 feet;

Thence leaving said Southwest boundary North 17° 49' 31" East 11.63 feet, to the True Point of Beginning.

Containing 1,216 square feet, more or less.

1-16-2020

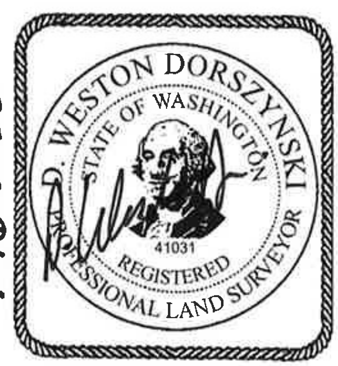
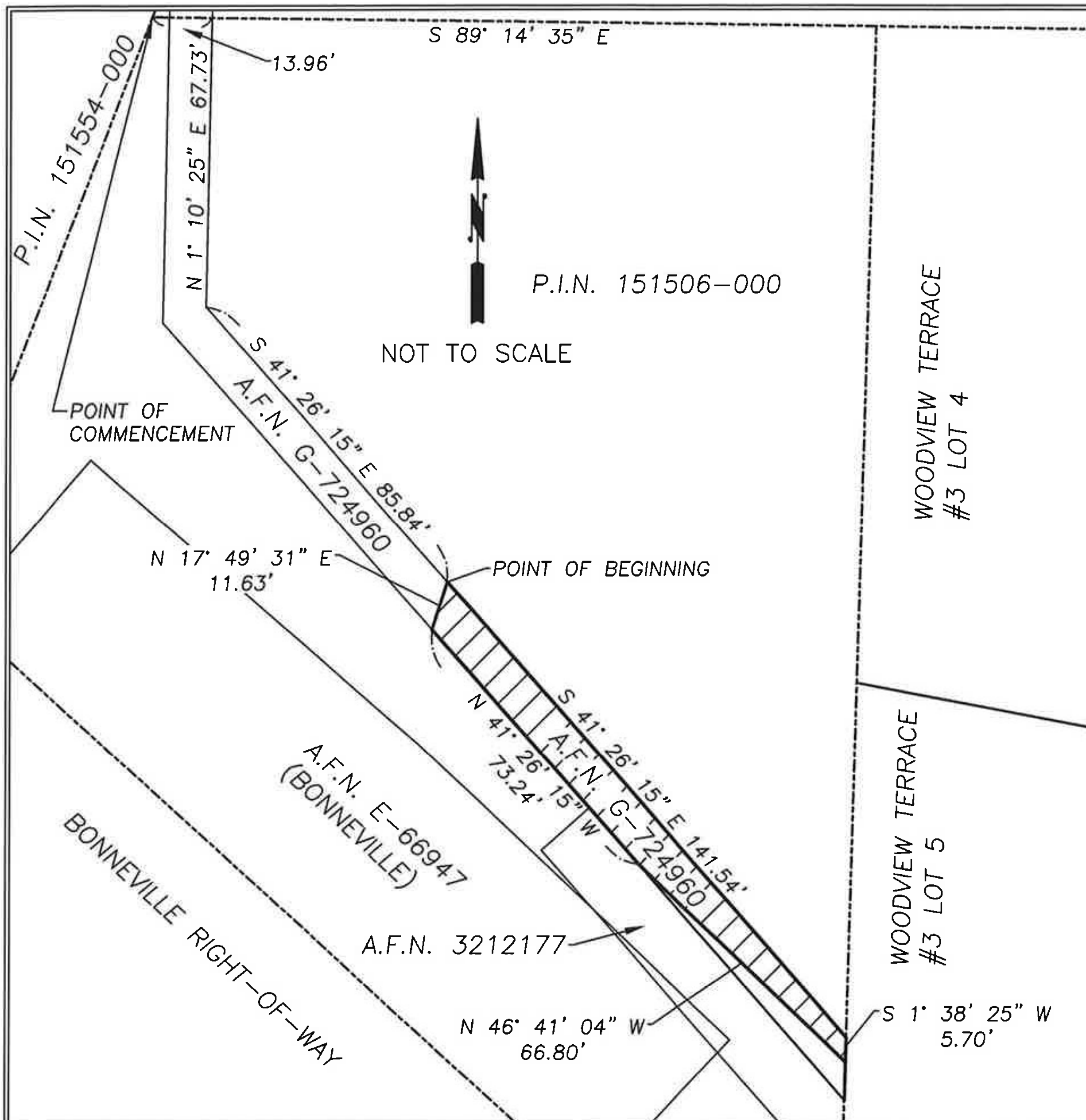


Exhibit 'C'



OWNER: *CITY OF VANCOUVER*
415 WEST 6TH STREET,
VANCOUVER WA 98660
TAX LOT: #22 # 23 NEILS HENRICHSEN CLAIM 1.07A
SER. NO.: 151506-000
NW 1/4, SE 1/4 SEC 14, T2N, R1E W.M.
VACATED AREA: (1,216 SQ. FT.)

AREA TO BE VACATED

D. WESTON DORSZYNSKI
STATE OF WASHINGTON
REGISTERED PROFESSIONAL LAND SURVEYOR
1-16-2020

This exhibit is intended for general location purposes only and does not supercede the written legal description.

Vancouver WASHINGTON

CENTRAL VANCOUVER NORTH S.C.I.P. PHASE 1

CITY OF VANCOUVER SURVEY DEPARTMENT

Attachment ‘B’

RECORD AND RETURN TO:
City of Vancouver
City Clerk's Office
P O Box 1995
Vancouver, WA 98668-1995

PARTIAL RELEASE OF SANITARY SEWER EASEMENT

That City of Vancouver, a municipal corporation of the state of Washington, for and in consideration of one dollar ($1.00) and other good and valuable consideration does hereby release a portion of the sanitary sewer easement described as follows:

> A portion of a fifteen (15) foot wide sanitary sewer easement, described in that Sewer Easement, Tallmadge to City of Vancouver, recorded April 19th, 2000, under Auditor's File Number 3212177, records of Clark County Washington, attached hereto as Exhibit "A" (4 pages). Description of the portion to be released, attached hereto as Exhibit "B" (1 page), and map of the portion to be released, attached hereto as Exhibit "C" (1 page).

Executed this ________ day of ____________________, 2020.

CITY OF VANCOUVER

____
Eric Holmes, City Manager

Approved as to form:	Attest:
_______________________________	______________________________
Jonathan J. Young, City Attorney	Natasha Ramras, City Clerk

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, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as City Manager of City of Vancouver, a 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 ________________, 2020.

____
NOTARY PUBLIC in and for the state
of Washington residing at __________________
My Commission expires:___________________

Exhibit 'A'

3212177
Page: 1 of 4
04/19/2000 03:43P
CITY OF VANCOUVER SEWEAS 11.00 Clark County, WA

Real Estate Excise Tax
Ch. 11 Rev. Laws 1951
EXEMPT
Aff'd.#. Ø Date 4-10-00
For Details of tax paid see
Aff. # Ø
By: R
Deputy

RETURN ADDRESS

City of Vancouver
City Clerk's Office
P. O. Box 1995
Vancouver, WA 98668-1995

Please Print neatly or Type information

DOCUMENT TITLE(S)

Sewer Easement

REFERENCE NUMBER(S) OF RELATED DOCUMENT(S)

WB2104

Additional Reference #'s on page ______

GRANTOR(S)

Darrel & Kristine Tallmadge

Additional Grantors on page # ______

GRANTEE(S)

City of Vancouver

Additional Grantees on page # ______

LEGAL DESCRIPTION (abbreviated form: i.e. lot,block,plat or section, township, range, quarter/quarter)

SE 1/4 Sec 14 T2N R1E of WM

Additional Legal is on page # ______

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

151506.000

Additional Parcel #'s on page ______

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

Exhibit 'A'

3212177
Page: 2 of 4
04/19/2000 03:43P
CITY OF VANCOUVER SEWEAS 11.00 Clark County, WA

When Recorded Return to:
City of Vancouver
City Clerks Office
PO Box 1995
Vancouver, WA 98668-1995

Do not write, stamp or sign above this line

File: WB2104

SEWER EASEMENT

The Grantor(s), Darrel & Kristine Tallmadge for and in consideration of One Dollar ($1.00) and other valuable considerations, hereby bargain, sell and convey to the City of Vancouver, a municipal corporation of the State of Washington, an easement over, under and across the following described real estate in Clark County, to wit:

First Line Legal/Parcel #: Section: 14 Township: 2 North Range: 1 East

Address: 2215 NE 46th Street Vancouver, WA #151506-0000

This easement is granted for the purpose of constructing, installing, reconstructing, enlarging, repairing, operating and maintaining a sewer. The City of Vancouver, grantee herein, and its agents and contractors will have the right to enter upon the premises for such purposes. The easement areas herein conveyed will be restored to a condition as good as or better than existed prior to construction, and that the city, its agents or contractors will not cause any unnecessary damage or commit any waste upon the above described premises. The grantor(s), its executors, agents, assigns and successors in interest agree and covenants to obtain written consent from the City of Vancouver prior to allowing the construction of any improvements, or prior to planting trees or other types of vegetation, upon the permanent easement area described herein.

Dated this 5 day of Oct, 1999.

STATE OF WASHINGTON)
) ss:
COUNTY OF CLARK)

Signature

Darrel M. Tallmadge

Printed Name

I certify that I know or have satisfactory evidence that Darrel + Kristine Tallmadge signed this instrument, and acknowledged it to be (his/her/their) free and voluntary act of such party for uses and purposes mentioned in the instrument.

Dated this 5th day of October, 1999.

OFFICIAL SEAL
JENIFER C. WALTON
Notary Public – State of Washington
My Commission Expires 3-1-02

Signature of Notary Public

Jenifer C Walton

Printed Name of Notary

Title: Notary Public for the State of WA, residing

My Commission Expires: 3/1/02

3212177
Page: 3 of 4
04/19/2000 03:43P
CITY OF VANCOUVER SEWEAS 11.00 Clark County, WA

TALLMADGE-NE 46TH STREET
ADDITIONAL SANITARY SEWER EASEMENT

An easement for sanitary sewer purposes in the Southeast quarter of Section 14, Township 2 North, Range 1 East of the Willamette Meridian, Clark County, Washington, being more particularly described as follows:

COMMENCING at a point 55.00 feet East of the Northeast corner of that certain tract conveyed to John W.G. Williams, et ux, by deed recorded under AFN G441637, records of Clark County, Washington; thence S00°29'23"W, parallel with the East line of said Williams tract, 99.06 feet to a point that is 40.00 feet Northeasterly, measured at right angles from the Northeasterly line of the Bonneville Power Administration right-of-way; THENCE S42°38'19"E, 149.35 feet; THENCE S47°21'41"W, 5.00 feet to a point on the South line of the Sewer Easement granted to the City of Vancouver under AFN G724960, Deed Records, Clark County, Washington, said point being the true point of beginning of the easement herein described; THENCE S47°21'41"W, 15.00 feet; THENCE S42°38'19"E, 107.37 to a point on the West line of the Plat of Woodview Terrace-3, that is 35.73 feet North of the Southeast corner of said subdivision; THENCE N00°28'00"E, along said West line, 21.95 feet; THENCE N42°38'19"W, 91.34 feet to the point of beginning.

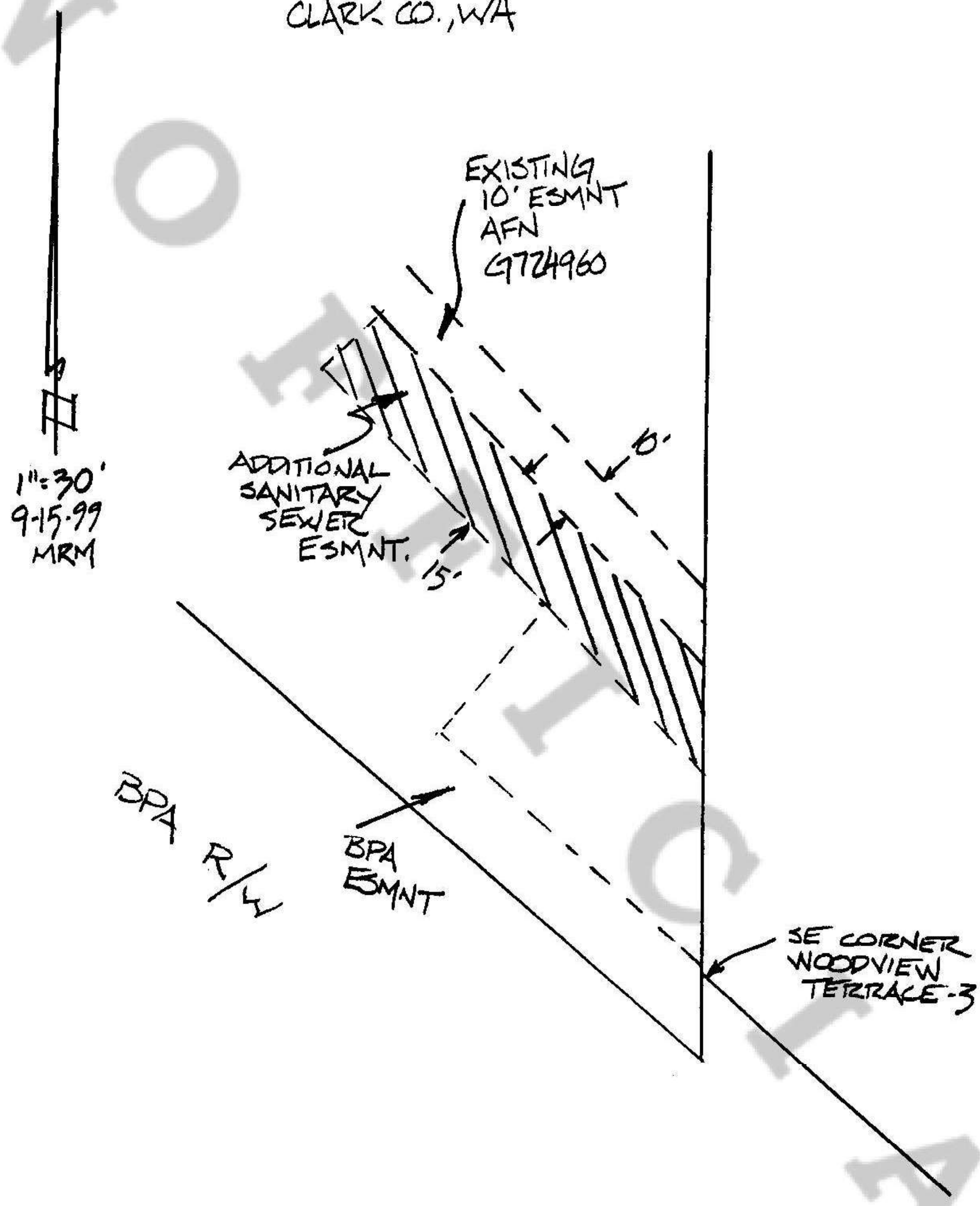
MARC R. MURSELL
STATE OF WASHINGTON
REGISTERED
PROFESSIONAL LAND SURVEYOR
EXPIRES MAY 26, 00

Exhibit 'A'

3212177
Page: 4 of 4
04/19/2000 03:43P
CITY OF VANCOUVER SEWEAS 11.00 Clark County, WA

SKETCH OF PROPOSED
SANITARY SEWER
ESMNT.

SE¼ SECTION 14, T2N, R1E
WM
CLARK CO., WA



PARTIAL VACATION
AFN 3212177
CITY OF VANCOUVER
PROPERTY IDENTIFICATION NUMBER 151506-000

A portion of that Sewer Easement, to be vacated, described in that Sewer Easement, Tallmadge to City of Vancouver, recorded April 19th, 2000, under Auditor's File Number 3212177, records of Clark County Washington, said portion being in the Northwest quarter of the Southeast quarter of Section 14, Township 2 North, Range 1 East of the Willamette Meridian, in Clark County Washington, more particularly described as follows:

Commencing at the Southwest corner of Lot 5, of that subdivision, Woodview Terrace - 3, recorded in book of plats "G", page 757, records of Clark County, Washington;

Thence, North 1° 38' 25" East, along the West boundary of said Lot 5, 35.73 feet, to the Southeast corner of said Sewer Easement and the True Point of Beginning;

Thence, leaving said West boundary, North 41° 26' 32" West, 88.38 feet, to a point on the northerly right-of-way of the Ross Complex-Vancouver Shipyard transmission line, as described in that easement, Clark County to the United States of America, recorded under Auditor's File Number E-66947, records of Clark County Washington;

Thence, South 46° 41' 04" East, along said northerly boundary and the prolongation thereof, 80.82 feet, more or less, to the West boundary of said Lot 5;

Thence, South 1° 38' 25" West, along the West boundary of said Lot 5, 10.81 feet, to the True Point of Beginning.

Containing 326 square feet, more or less.

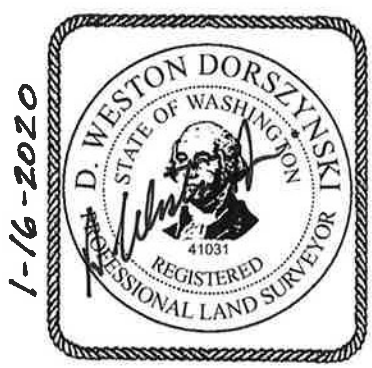
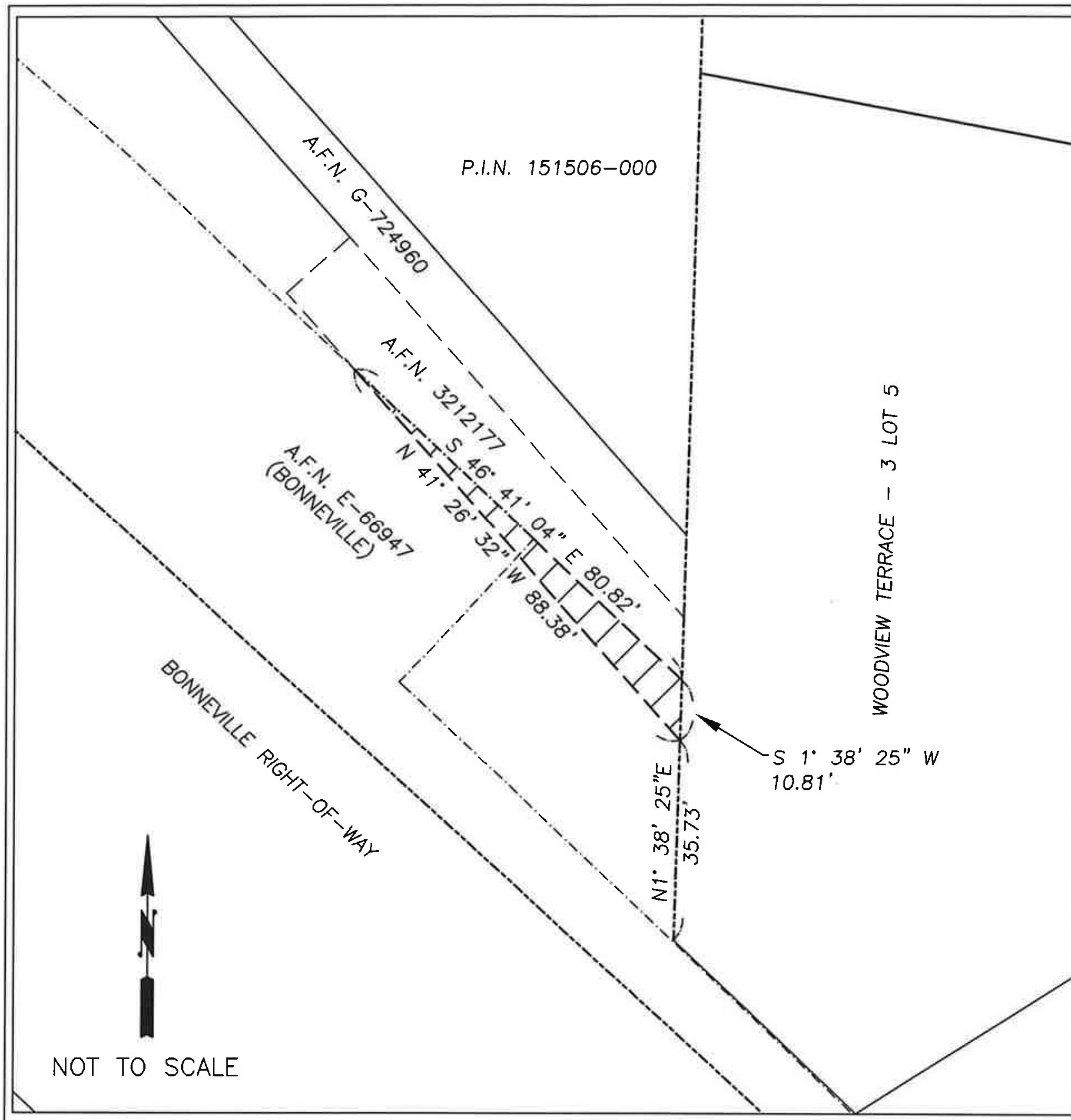


Exhibit 'C'



OWNER: *CITY OF VANCOUVER*
415 WEST 6TH STREET,
VANCOUVER WA 98660
TAX LOT: #22 # 23 NEILS HENRICHSEN CLAIM 1.07A
SER. NO.: 151506-000
NW 1/4, SE 1/4 SEC 14, T2N, R1E W.M.
RELINQUISHED AREA: (326 SQ. FT.)

AREA TO BE VACATED

1-16-2020

D. WESTON DORSZYNSKI
STATE OF WASHINGTON
41031
REGISTERED
PROFESSIONAL LAND SURVEYOR

This exhibit is intended for general location purposes only and does not supercede the written legal description.

Vancouver
WASHINGTON

CENTRAL VANCOUVER NORTH S.C.I.P. PHASE 1

CITY OF VANCOUVER SURVEY DEPARTMENT

AFN 3212177 EXHIBIT.DWG 1/10/2020

Attachment ‘C’

5696878 SEWEAS
Total Pages: 6 Rec Fee: $108.50
Recorded in Clark County, WA 01/29/2020 09:55 AM
CITY OF VANCOUVER

RETURN ADDRESS
City of Vancouver – City Clerk's Office
PO Box 1995
Vancouver, Washington 98668-1995

DOCUMENT TITLE:
SEWER EASEMENT

REFERENCE NUMBER(S) OF RELATED DOCUMENTS:
N/A

GRANTOR(S):
RAY M. AND TRACY L. BOUVIER

GRANTEE(S):
CITY OF VANCOUVER

QUARTER SECTION / FIRST LINE OF LEGAL:
SE1/4 SECTION 14 TOWNSHIP 2 NORTH RANGE 1 EAST WM
#22 #23 NEILS HENRICHSEN CLAIM 1.07A

COV REFERENCE NUMBER:
PRJ083745

ASSESSOR'S PROPERTY TAX PARCEL NUMBER:
151506-000

RETURN ADDRESS
City of Vancouver – City Clerk's Office
PO Box 1995
Vancouver, Washington 98668-1995

Do not write, sign, or stamp outside the double line

Engineering Project No: PRJ083745

SANITARY SEWER EASEMENT

The Grantor(s) Ray M. and Tracy L. Bouvier, husband and wife for and in consideration of One Dollar ($1.00) And other valuable consideration, hereby bargain, sell and convey to the City of Vancouver, a municipal corporation of the State of Washington, an easement over, under and across the following described real estate in Clark County, to wit:

Parcel Number: 151506-000
1st Line of Legal: #22 #23 NEILS HENRICHSEN CLAIM 1.07A

Attachments: **Exhibit "A"** – Legal Description of the Parcel
Exhibit "B" – Legal Description of the Easement
Exhibit "C" – 8 ½"x 11" map/drawing of the Easement

This easement is granted for the purpose of constructing, installing, reconstructing, enlarging, extending, repairing, operating and maintaining sewer lines, appurtenances and for providing new sewer service lateral to users of such service as authorized and permitted by the City of Vancouver. The City of Vancouver, grantee herein, and its agents and contractors shall have the right to enter upon the premises for such purposes. The easement areas herein conveyed shall be restored to a condition as good as or better than existed prior to construction, and that the city, its agents or contractors will not cause an unnecessary damage or commit any waste upon the above described premises. The grantor(s), its executers, agents, assigns and successors in interest agree and covenant to obtain written consent from the City of Vancouver prior to allowing the construction of any improvements, or prior to planting trees or other types of vegetation, upon the permanent easement area described herein.

Dated this 23rd day of January 20 20

STATE OF WASHINGTON)
)
CLARK COUNTY)

[signatures]
Signature
Ray M. Bouvier Tracy L. Bouvier
Printed Name

I certify that I know or have satisfactory evidence that Ray M. Bouvier and Tracy L. Bouvier signed this instrument, on oath stated that (he/she) was authorized to execute the instrument as and acknowledge it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 23 day of January 20 20

ADRIENNE E POWERS
Notary Public
State of Washington
Commission # 138938
My Comm. Expires Aug 8, 2023

Adrienne E Powers
Signature of Notary
Adrienne E Powers
Printed Name of Notary

Notary Public for the State of WA, residing
My commission expires: Aug 8. 2023

Sanitary Sewer Easement – Individual

EXHIBIT "A"

Legal Description of the Parcel

A portion of the Northwest quarter of the Southeast quarter of Section 14, Township 2 North, Range 1 East of the Willamette Meridian, in Clark County, Washington, commencing at the intersection of the South line of the parcel described in the deed from T.L. Henrichsen at al to Nettie R. Young recorded in Book 137 of Deeds at page 164, Clark County records, with the Northerly line of the Bonneville powerline right of way; thence along the aforesaid South line and its Easterly prolongation, North 89°35'00" East 247.72 feet to the True Point of Beginning.

THENCE South 19°59'20" West 175.67 feet to the aforesaid Bonneville right of way line; thence along said line South 48°58'23" East 286.70 feet to the Southerly prolongation of the West line of WOODVIEW TERRACE-3, Plat No. G-757, Clark County records; thence along said prolongation and West line, North 0°28'00" East 354.45 feet to the South line of the parcel described in the deed from Theodocia Derosia to E.C. Derosia recorded in Book 84 of Deeds at page 77, Clark County records; thence along said line South 89°35'00" West 159.13 feet to the point of beginning.

EXCEPT THEREFROM that portion deeded to the City of Vancouver, Washington by instrument recorded 10/1/98, Auditor's File No. 3012321.

EXHIBIT "B"

LEGAL DESCRIPTION
SEWER EASEMENT
RAY AND TRACY BOUVIER
PROPERTY IDENTIFICATION NUMBER 151506-000
PAGE 1 OF 2

A portion of that parcel described in that Statutory Warranty Deed, Tallmadge to Bouvier, recorded October 8th, 1999, under Auditor's File Number 3158482, records of Clark County Washington, said portion being in the Northwest quarter of the Southeast quarter of Section 14, Township 2 North, Range 1 East of the Willamette Meridian, in Clark County Washington, more particularly described as follows:

Commencing at the Northwest corner of said parcel, thence South 89°14'35" East, along the North boundary of said parcel, 13.96 feet, more or less, to the East boundary of that sanitary sewer easement granted to the City of Vancouver, recorded June 1st, 1976, under Auditor's File Number G 724960, records of Clark County, Washington, said point being the True Point of Beginning;

Thence South 1°10'25" West, along said East boundary of said sanitary sewer easement, 67.73 feet;

Thence South 41° 26' 15" East, along said East boundary of said sanitary sewer easement, 85.84 feet;

Thence North 17°49'31" East, 5.82 feet, more or less, to a point that is 5.00 feet northeasterly, when measured at right angles, of the East boundary of said sanitary sewer easement;

Thence North 41° 26' 15" West, 84.61 feet;

Thence North 1°10'25"East, 63.09 feet, to a point on the North boundary of said parcel;

Thence westerly along said North boundary, 2.50 feet, to the True Point of Beginning.

Together with:

Commencing at the Northwest corner of said parcel, thence South 89°14'35" East, along the North boundary of said parcel, 3.96 feet, more or less, to the West boundary of that sanitary easement granted to the City of Vancouver, recorded under Auditor's File Number G 724960, records of Clark County, Washington;

Thence South 1°10'25" West, along the West boundary of said sanitary sewer easement, 71.56 feet;

Thence South 41°26'15" East, 78.23 feet, to the True Point of Beginning;

Thence South 17° 49' 31" West, 26.85 feet, more or less, to point on the northerly boundary of that transmission line easement recorded May 15th, 1942, under Auditor's File Number E-66947, records of Clark County, Washington;

Thence South 49° 12' 44" East, along said northerly boundary, 21.48 feet;

Thence South 46° 41' 04" East, along said northerly boundary, 56.62 feet, to a point on the South boundary of that sanitary sewer easement granted to the City of Vancouver, recorded April 19th, 2000, under Auditor's File Number 3212177;

EXHIBIT "B"

LEGAL DESCRIPTION
SEWER EASEMENT
RAY AND TRACY BOUVIER
PROPERTY IDENTIFICATION NUMBER 151506-000
PAGE 2 OF 2

Thence leaving said northerly boundary, North 41° 26' 32" West, along said South sanitary sewer easement boundary, 18.31 feet;

Thence North 48° 32' 06" East, along the West boundary of said sanitary sewer easement, 13.38 feet, to a point that is 15.00 feet northeasterly, when measured at right angles, from said transmission line easement;

Thence leaving said West sanitary sewer easement boundary, North 46° 41' 04" West, 39.93 feet;

Thence North 49° 12' 44" West, 11.88 feet;

Thence North 17° 49' 31" East, 8.00 feet, to a point on the South boundary of that sanitary sewer easement granted to the City of Vancouver under Auditor's File Number G 724960;

Thence North 41°26'15" West, along said South boundary, 17.45 feet, more or less, to the True Point of Beginning.

<u>Together with:</u>

Commencing at the Northwest corner of said parcel, thence South 89°14'35" East, along the North boundary of said parcel, 3.96 feet, more or less, to the West boundary of that sanitary easement granted to the City of Vancouver, recorded under Auditor's File Number G 724960, records of Clark County, Washington, said point also being the True Point of Beginning;

Thence South 1°10'25" West, along the West boundary of said sanitary sewer easement, 71.56 feet;

Thence leaving said West boundary, North 41° 26' 15" West, 3.69 feet;

Thence North 1° 10' 25" East, 68.83 feet, to the North boundary of said parcel;

Thence easterly, along said North boundary, 2.50 feet to the True Point of Beginning.

All portions together containing 1,878 square feet, more or less.

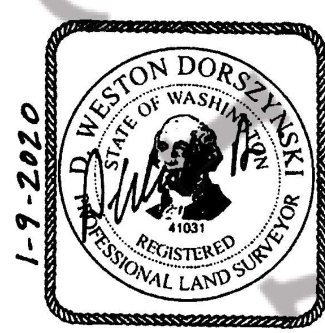
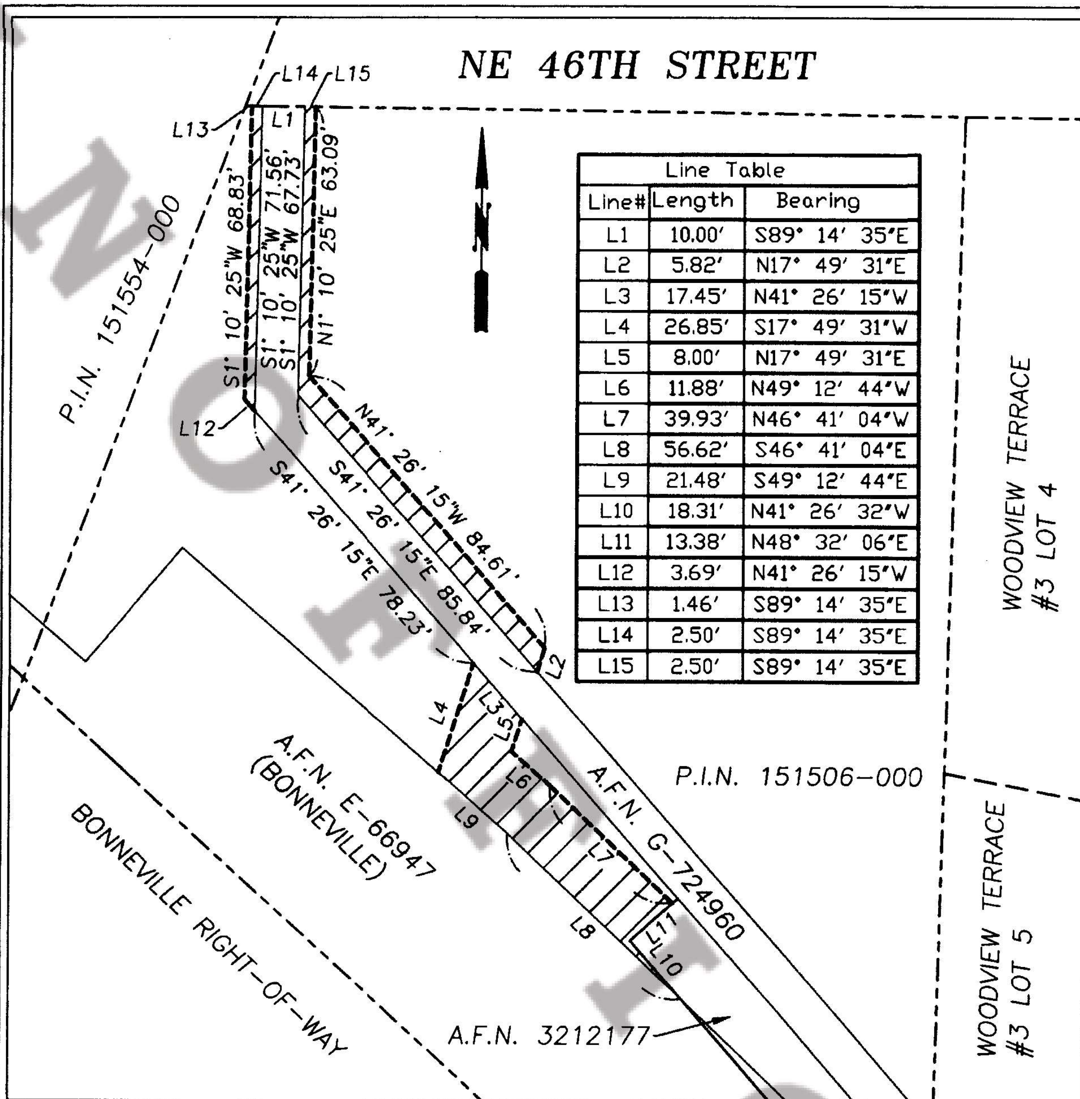


EXHIBIT "C"



Line Table

Line#	Length	Bearing
L1	10.00'	S89° 14' 35"E
L2	5.82'	N17° 49' 31"E
L3	17.45'	N41° 26' 15"W
L4	26.85'	S17° 49' 31"W
L5	8.00'	N17° 49' 31"E
L6	11.88'	N49° 12' 44"W
L7	39.93'	N46° 41' 04"W
L8	56.62'	S46° 41' 04"E
L9	21.48'	S49° 12' 44"E
L10	18.31'	N41° 26' 32"W
L11	13.38'	N48° 32' 06"E
L12	3.69'	N41° 26' 15"W
L13	1.46'	S89° 14' 35"E
L14	2.50'	S89° 14' 35"E
L15	2.50'	S89° 14' 35"E

EASEMENT AREA

OWNER: RAY AND TRACY BOUVIER
2215 NE 46TH STREET.
VANCOUVER, WA 98663
TAX LOT: #22 # 23 NEILS HENRICHSEN CLAIM 1.07A
SER. NO.: 151506-000
NW 1/4, SE 1/4 SEC 14, T2N, R1E W.M.
EASEMENT AREA: (1,878 SQ. FT.)

1-16-2020

D. WESTON DORSZYNSKI
STATE OF WASHINGTON
41031
REGISTERED PROFESSIONAL LAND SURVEYOR

This exhibit is intended for general location purposes only and does not supercede the written legal description.

Vancouver
WASHINGTON

CENTRAL VANCOUVER NORTH S.C.I.P. PHASE 1

CITY OF VANCOUVER SURVEY DEPARTMENT

SEWEREASEMENT_151506-000.DWG 1/9/2020

January 23, 2020

Mark Castle
City of Vancouver Engineering Services
Sewer Engineering
P.O. Box 1995
Vancouver, WA 98668-1995

Re: Partial Release of Sanitary Sewer Easements Over P.I.N. 151506-000

Dear Mr. Castle,

As the owners of the subject property located at 2215 NE 46th Street, Vancouver (Property Identification Number 151506-000), we are requesting partial release of existing sanitary sewer easements that encumber our property. We are requesting partial release of the following easements:

- A 10-foot wide sanitary sewer easement that traverses our entire property granted to the City of Vancouver in 1976 under Auditor's File Number G-724960.

- A 15-foot wide sanitary sewer easement at the southeast corner of our property that was granted to the City of Vancouver in 2000 when public sanitary sewer was extended by the previous owner to serve the property.

The City of Vancouver is now extending public sewer through the remainder of our property in order to provide public sewer service to parcels upstream of our property to the north and east. As part of the City project we have granted a new sewer easement to the City of Vancouver that supplements the previous easements in order to accommodate the alignment of the new sewer extension. However, this new easement in combination with the previous easements also renders portions of the previous easements as unneeded.

Attached is an exhibit that shows the previous easements and the new easement that we have granted. We request that the City of Vancouver release those portions of the prior easements as indicated on the exhibit.

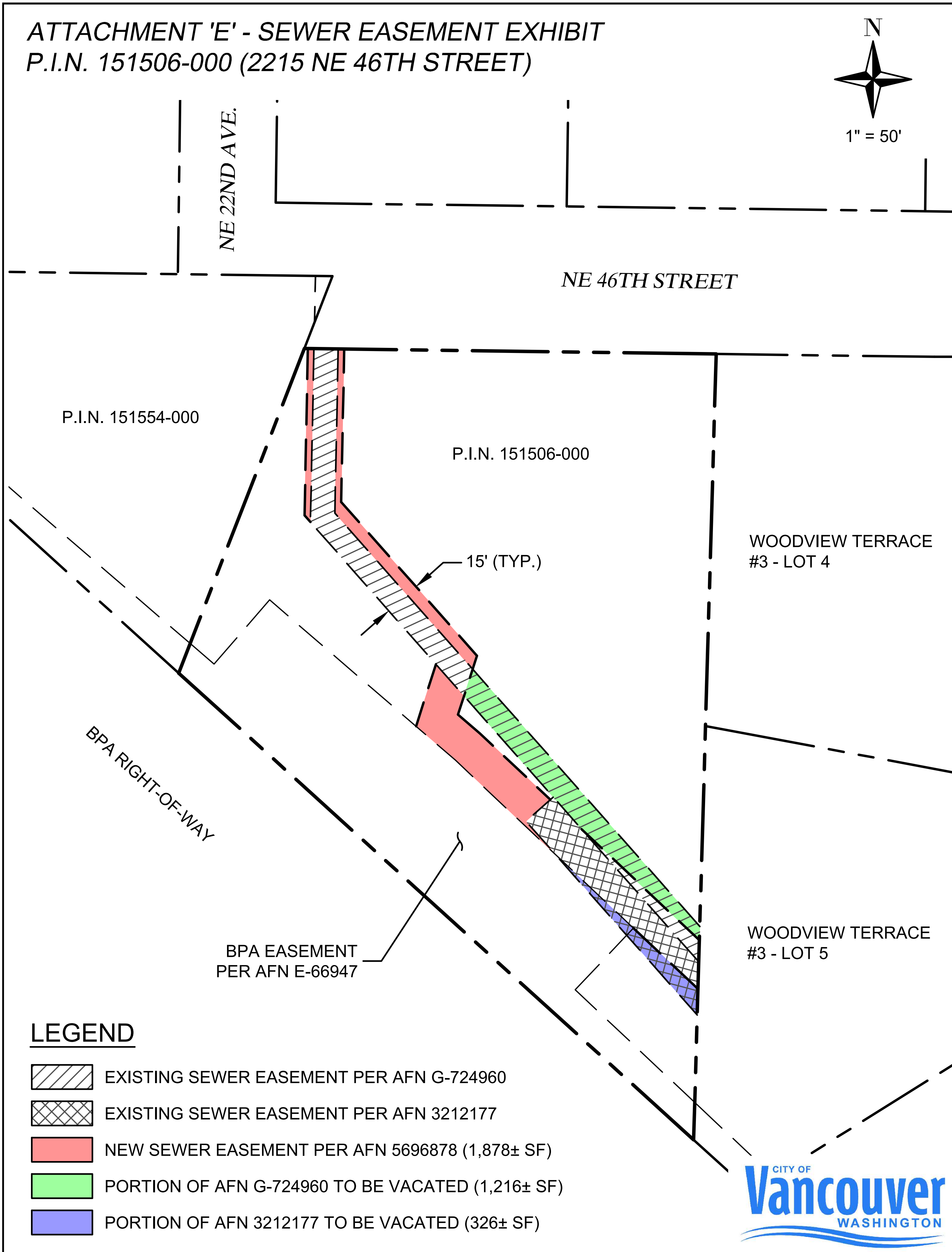
Please let us know if there is anything else that we need to provide.

Sincerely,

Ray Bouvier

Tracy Bouvier

ATTACHMENT 'E' - SEWER EASEMENT EXHIBIT
P.I.N. 151506-000 (2215 NE 46TH STREET)



Staff Report 171-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 11/23/2020

SUBJECT Celebrate Freedom Agreement Extension

Key Points

- The City has contracted with the Vancouver National Historic Reserve Trust (dba The Historic Trust) to produce the Celebrate Freedom program since 1999.
- While all of the Celebrate Freedom events were cancelled in 2020 due to the COVID-19 pandemic, the City and Trust believe when it is safe to do so under public health guidelines, the community will want to participate in Celebrate Freedom events.
- The City and Trust are interested in executing the remaining two-year extension of the Celebrate Freedom agreement.
- The City is reducing the amount of the contract from $200,000 per year to $170,000 per year.

Strategic Plan Alignment

Goal 5: Continue to build high quality historical and cultural experiences for residents and visitors.

Present Situation

The City has contracted with the Vancouver National Historic Reserve Trust (dba The Historic Trust) to produce the Celebrate Freedom programs since 1999. Celebrate Freedom promotes the ideals of public service, leadership, civic engagement and community pride and includes many of the City's signature events, the Marshall Lecture, Marshall Adult and Youth Leadership Awards, Flag Day, Independence Day at Fort Vancouver and the Veterans Day Parade.

With the onset of the COVID-19 pandemic in March 2020 the Trust, in consultation with the City and based on public health recommendations, cancelled all the Celebrate Freedom events in 2020. The Celebrate Freedom contract has one, two-year extension remaining. The Trust and City believe that when it is safe to do so, the community will be interested in participating in events like Independence Day and the Veteran's Day Parade and are interested in extending the contract. Due to the COVID-19 triggered recession the City is proposing reducing the Celebrate

Freedom agreement from $200,000 per year to $170,000.

The City and Trust acknowledge that the pandemic may prevent some or all of the Celebrate Freedom events from being held in 2021 and 2022. The City recognizes that due to the need for advanced planning and non-refundable deposits on some items like fireworks, the Trust may incur expenses, which City will need to reimburse, for events that end up being cancelled.

Advantage(s)

1. The Trust has a demonstrated ability to manage the Celebrate Freedom events and activities that are signature events for the City of Vancouver and the Vancouver National Historic Reserve.
2. The cost of management and production of the Celebrate Freedom programs is approximately $585,000 per year. The City, which benefits from these signature community events, will contribute $170,000 per year from the general fund toward Celebrate Freedom programs. The Trust raises the remaining funds to support the programs through sponsorships and donations.

Disadvantage(s)

Due to the pandemic, the Trust may incur expenses, like staff time and non-refundable deposits, for Celebrate Freedom events that are subsequently cancelled. The City will be responsible for reimbursing for those expenses. The Trust will consult with the City before making decisions regarding holding Celebrate Freedom events and will follow public health guidelines.

Budget Impact

$170,000 per year which is included in the 2021-2022 biennial budget. This is a reduction from $200,000 per year in the original agreement.

Prior Council Review

Independence Day workshop on September 17, 2018

Action Requested

Authorize the City Manager or his designee to execute a contract extension with the Vancouver National Historic Reserve Trust for the planning, coordination and funding of the Celebrate Freedom events.

Jeanette (Jan) Bader, Special Projects, 360-487-8606

ATTACHMENTS:

- 2021-2022 Celebrate Freedom Agreement Extension

CELEBRATE FREEDOM
CONTRACT MODIFICATION AND EXTENSION
2021-2022

WHEREAS, on October 22, 2018 the City of Vancouver ("City"), a municipal corporation, organized under the laws of the State of Washington, and the Vancouver National Historic Reserve Trust (dba The Historic Trust), a non-profit corporation ("Trust") entered into a new agreement relating to the planning, producing and funding of the Celebrate Freedom Program; and

WHEREAS, the City has contracted with the Trust to produce Celebrate Freedom, a program of signature events that help define the City of Vancouver and the Vancouver National Historic Reserve in relationship to its past and future, since 1999; and

WHEREAS, in 2019 under its contract with the City, the Trust produced the Marshall Leadership Award, Marshall Youth Award, Flag Day, Independence Day at Fort Vancouver and the Veterans Day Parade as part of Celebrate Freedom; and

WHEREAS, with the advent of the COVID-19 pandemic in March 2020, the Trust in consultation with the City and based on public health recommendations, cancelled all the scheduled Celebrate Freedom events in 2020; and

WHEREAS, the Trust and City believe that when it is safe to do so, the community will again be interested in participating in events like Independence Day and the Veteran's Day Parade but also recognize that the pandemic may prevent some or all of the Celebrate Freedom events from being held in 2021 and 2022; and

WHEREAS, the current Celebrate Freedom Agreement provides for one (1) additional two (2) year term by mutual agreement and upon terms to be negotiated.

NOW THEREFORE, the parties hereby agree as follows:

Section 1. Section 2 of the Agreement is hereby amended to read:

2. **Term.** This Agreement shall be effective as of January 1, ~~2019~~ 2021 and expires on December 31, ~~2020~~ 2022. ~~This Agreement may be extended for one (1) additional two (2) year term by mutual agreement and upon terms to be negotiated.~~

Section 2. Section 3 of the Agreement is hereby amended to read:

3. **Scope of Work.** The Trust will produce the Celebrate Freedom programs, as outlined in Exhibit "A". The programs ~~shall~~ may include the Marshall Lecture, Marshall Adult and Youth Leadership Awards, Flag Day, Veterans Parade and Independence Day at Fort Vancouver. The City and Trust acknowledge that not all Celebrate Freedom programs occur every year (i.e. Marshall Lectures are held when an appropriate speaker is available).

   Given the on-going COVID-19 pandemic, the Trust agrees to consult with the City regarding Celebrate Freedom events and to follow all public health guidelines regarding special events and activities. The City and Trust acknowledge that it may not be possible to hold some or any of the Celebrate Freedom events during the 2021-2022 biennium.

   The Trust shall have the ability to produce other programs under the Celebrate Freedom umbrella as opportunities arise. The Trust shall provide at least 30-days' advance notice to the City of other proposed Celebrate Freedom programs or activities.

   Event production includes but is not limited to planning, logistics, advertising/marketing and recruitment and management of volunteers. In addition to the City's financial contribution, the Trust will solicit funds to support the programs through corporate and individual donations, grants and other fundraising activities. The Trust will comply with all National Park Service and City permitting and event management requirements in the production and management of the events.

   Expenses eligible for reimbursement for Celebrate Freedom programs through this Agreement include marketing/advertising, professional services, permits, event insurance, speaker travel, temporary help, supplies, equipment rental and salaries and benefits directly attributable to the production of the programs. Ineligible expenses include organizational insurance, staff travel and training, building rent and utilities.

Section 3. Section 4 of the Agreement is hereby amended to read:

4. **Compensation.** The City shall provide an amount not to exceed $170,000 ~~$200,000~~ per year to the Trust for Celebrate Freedom programs. Funding is provided on a reimbursable basis and copies of receipts must be included with the reimbursement request. Staff salary and benefit expenses shall be reimbursed per the salary schedule (Exhibit B). ~~This salary schedule will be updated with each proposed contract extension.~~ Expenses that are not in accordance with the approved scope of work will not be eligible for reimbursement. Requests for reimbursement shall be provided in batches of no less than $5,000 per request.

   Reimbursement requests should be submitted no later than ninety (90) days after the completion of each Celebrate Freedom event. Upon receipt of a proper reimbursement request, the City shall pay within twenty (20) business days.

   Due to the pandemic, the Trust may incur expenses, like staff time and non-refundable deposits, for Celebrate Freedom events that are subsequently cancelled. The City will be responsible for reimbursing for those expenses. The Trust will consult with the City before making decisions regarding holding Celebrate Freedom events and will follow public health guidelines.

In addition to funding, the City may supply additional logistical and administrative support for the Celebrate Freedom events on a case by case basis as mutually agreed upon.

All remaining terms and conditions of the parties' Agreement shall remain in full force and effect.

IN WITNESS WHEREOF,

CITY OF VANCOUVER,
a municipal corporation

____
Eric J. Holmes, City Manager
City Hall

415 W. 6th Street
Vancouver, WA 98661

Date: __________________________

Attest:

____
Natasha Ramras, City Clerk

Approved as to form:

____
Jonathan Young, City Attorney

VANCOUVER NATIONAL HISTORIC RESERVE TRUST, a non-profit corporation

____
David Pearson, President & CEO
O.O. Howard House

750 Anderson Street
Vancouver, WA 98661

Date: ______________________________

Item #5.

Staff Report 172-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 11/23/2020
12/7/2020

SUBJECT Banking Services Contract Amendment

Key Points

- The City currently has a banking service and merchant services contract with Bank of America.
- The contract period ends on December 31, 2020.
- City Charter Section 11.05 requires City Council approve the execution of contracts with a duration of more than five (5) years by Ordinance.
- Due to a delay in issuing an RFP for banking and merchant services, staff is requesting Council authorize a contract extension with Bank of America through December 31, 2021, and increase the current contract not-to-exceed amount by an additional $1,500,000 for a total of $5,500,000.
- An RFP for banking and merchant services will be released November 2020, and a new banking service contract will be brought forward to Council for approval by late first quarter 2021.

Strategic Plan Alignment

N/A

Present Situation

The City currently is under contract with Bank of America for general banking services. This includes depository account services, electronic payment services, settling credit/debit card transactions for money the City collects for its various fees and services, and other banking transactions. Council authorized the City Manager or his designee to sign banking services agreements with Bank of America from January 1, 2016, through December 31, 2020, for a total contract not-to-exceed amount of $4,000,000. City Charter Section 11.05 requires City Council approve the execution of contracts with a duration of more than five (5) years by Ordinance.

Staff has been working on issuing a new RFP for banking services and anticipates releasing the RFP in late November 2020. Due to a delay in getting the RFP released, and then receiving responses, and negotiating a new contract, staff is requesting that Council authorize a one-year extension of the existing banking services agreement with Bank of America to expire on December 31, 2021. Staff anticipates the RFP will be released in late November 2020, and a new contract will be entered into prior to March 31, 2021. The new contract will be presented to Council for approval prior to March 31, 2021. If the same financial institution is selected, the new contract authorized by Council would supersede this amendment. However if a different financial institution is selected and the contract is approved by Council, the existing banking services would need to be extended through December 31, 2021, to allow time for checks to clear or go through the unclaimed property process, and to transition other banking services to the new City bank accounts.

The existing banking service contract was initially estimated at a not-to-exceed amount of $4,000,000 over the life of the contract. In the last year of the contract, the City is fast approaching the $4,000,000 total contact limit due to a higher prevalence of credit card utilization by City customers than had originally been anticipated. Staff is recommending adding an additional $1,500,000 to the contract limit for a total of $5,500,000 through the contract extension. Originally about 90% of the banking service fees paid were attributed to credit/debit card processing fees added on by Visa/MasterCard/Discover. Currently merchant service fees represent 97% of the total annual fees paid for banking services. Over the past 5-years, the City has implemented new software payment systems that allow more citizens and businesses to pay for City fees and services by credit/debit card on-line. Most recently the City implemented the on-line permit module, which has significantly increased payments by credit cards through the Community and Economic Development department. Parking is also seeing an increase as more pay stations were added

Advantage(s)

The contract extension will allow continuity of operations for processing financial transactions.

Disadvantage(s)

None

Budget Impact

The 2020 clean-up budget supplemental will include an adjustment for banking service fees to cover the need in 2020. The 2021-2022 Biennial City Budget includes enough appropriation for banking service fees over the upcoming biennium.

Prior Council Review

Contract approval December 7, 2015 City Council meeting.

Action Requested

On Monday, November 23, 2020, approve ordinance on first reading, setting date of second reading and public hearing for Monday, December 7, 2020.

Carrie Lewellen, City Treasurer, 360-487-8482

ATTACHMENTS:

- Ordinance
- Amendment to Banking Services Agreement

11/23/20
12/07/20

ORDINANCE M - ________

AN ORDINANCE authorizing the execution of a contract amendment with Bank of America N.A., a national banking association (hereinafter "Contractor"), to continue the provision of professional banking services (hereinafter "Services") to the City of Vancouver, Washington ("City"); authorizing a contract amendment extending the contract beyond its original five (5) year duration; providing for severability; and setting an effective date.

WHEREAS, Contractor has provided necessary professional banking services to the City pursuant to agreements effective on December 7, 2015 and expiring on December 31, 2020; and

WHEREAS, in order to ensure continuity of professional banking services, the City wishes to extend the use of Contractor's Services for an additional one (1) year period beyond the original December 31, 2020 expiration date; and

WHEREAS, pursuant to City Charter Section 11.05, the City Council has the authority to approve the execution of contracts with a duration of more than five (5) years by Ordinance; and

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Approval. The City Manager or designee is hereby authorized to execute a contract amendment with Contractor for the continuation of Contractor's Services to the City.

Section 2. Duration. The duration of such contract amendment is hereby authorized to extend the contract beyond its original five (5) year duration, until no later than December 31, 2021.

Section 3. 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.

Section 4. Effective Date. This ordinance shall go into effect five (5) days after its recording.

Read the first time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

Read the second time:

Approved by the following vote:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

ORDINANCE - 2
Does not require codification

SIGNED this ______ day of ________________________, 2020.

____
Anne McEnerny-Ogle, Mayor

Attest:

____
Natasha Ramras, City Clerk

Approved as to form:

____
Jonathan Young, City Attorney

ORDINANCE - 3
Does not require codification

SUMMARY

ORDINANCE M-____________

AN ORDINANCE authorizing the execution of a contract amendment with Bank of America N.A., a national banking association, to continue the provision of professional banking services to the City of Vancouver, Washington; authorizing a contract amendment extending the contract beyond its original five (5) year duration; providing for severability; and setting an effective date. The full text of this ordinance will be mailed upon request.

Contact Raelyn McJilton, Records Officer at (360) 487-8799, or via www.cityofvancouver.us (Go to City Government and Public Records).

AMENDMENT No. 2

BANKING AND RELATED SERVICES

This is an Amendment to the **UMBRELLA AGREEMENT FOR GOVERNMENT BANKING SERVICES** dated December 9, 2015, hereinafter referred to as the "Agreement", by and between the City of Vancouver, a municipal corporation under the laws of the State of Washington, hereinafter referred to as "City", and Bank of America, a national banking association, hereinafter referred to as "Contractor," whose address is PO Box 15284, Wilmington, DE, 19850.

This amendment modifies the Agreement as follows:

1. The termination date of the Agreement is extended to December 31, 2021.
2. The earnings credit rate is amended to reflect Contractor's standard earnings credit rate, currently at 19 basis points. The earnings credit rate is a managed rate that is based on market conditions and the overall rate and funding environment. Adjustments made to rates are both in line with Fed actions and the broader shifts in the market. In accordance to our terms and conditions, Contractor does reserve the right to change rates at any time.
3. The City's Account Analysis Statements going forward may include a fee line item entitled: "Balance Related Fee". Although the Balance Related Fee is not being assessed at the time of amendment submission, Contractor may need to assess this fee in future as a result of market conditions (e.g., interest rates turn negative) or for other reasons (e.g., costs).
4. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

This amendment in no way alters any other provisions of the original agreement.

CITY OF VANCOUVER:
A municipal corporation

Eric Holmes, City Manager

Date

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

CONTRACTOR:
Bank of America N.A.

Signature

Printed Name /Title

Date

Item #6.

Staff Report 173-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 11/23/2020
12/7/2020

SUBJECT Six-month extension of temporary moratorium prohibiting the establishment of new, or expansion of existing, large-scale fossil fuel facilities

Key Points

- On June 8, 2020, the City Council adopted Ordinance M-4295 establishing an emergency six-month moratorium prohibiting the establishment of new, or expansion of existing, large-scale fossil fuel facilities. Adoption of the moratorium preserves the ability to develop the Strategic Plan, Vancouver City Center Vision (VCCV), Title 20 updates, Climate Action Plan, and other plans with the widest range of choices and alternatives for future development until the strategy and corresponding code updates are completed.
- On July 20, 2020, the City Council held a public hearing on Resolution M-4082 making findings of fact in support of the adoption of Ordinance No. M-4295 declaring an emergency and adopting a six-month temporary moratorium prohibiting the establishment of new, or expansion of existing, large-scale fossil fuel facilities. At the conclusion of the public hearing City Council voted to adopt Resolution M-4082.
- This ordinance would extend the emergency six-month moratorium prohibiting the establishment of new, or expansion of existing, large-scale fossil fuel facilities for an additional period of six months and directs staff to continue work on recommendations addressing the circumstances necessitating the moratorium.

Strategic Plan Alignment

Goal 1: Ensure our built urban environment is one of the safest, most environmentally responsible and well maintained in the Pacific Northwest.

Present Situation

The current moratorium prohibits the acceptance, processing, and granting of applications for permits for establishment of new, or expansion of existing, large-scale fossil fuel facilities until December 8, 2020. This provides time for work to continue on updates to the Strategic Plan, VCCV, Title 20 updates, and the drafting of a Climate Action Plan. This extension would keep the current moratorium in place until June 8, 2021.

Advantage(s)

1. Allows the City time to consider the widest range of choice and alternatives for future development when developing strategy and plans and implementing corresponding code updates.
2. Allows time for associated public process, stakeholder outreach, and required environmental review.
3. Avoids jeopardizing any possible land use option that may be precluded by unrestricted development until work on the Strategic Plan, VCCV, Title 20 updates, and Climate Action Plan are further underway.

Disadvantage(s)

Prohibits the acceptance, processing, and granting of applications for permits for previously allowed new or expanded fossil fuel facilities.

Budget Impact

Minimal budget impact. No permit applications for new, or the expansion of existing, facilities means no permit fee revenue but also no permit review costs. Because permit review fees are capped, permit fees may not fully cover the cost of reviewing a large and complicated project like a fossil fuel facility, meaning the moratorium may have a slight budget benefit to the City.

Prior Council Review

- June 8, 2020, adoption of Ordinance M-4295 adopting temporary moratorium.
- July 20, 2020, adoption of Resolution M-4082 making findings of fact in support of the adoption of Ordinance No. M-4295.

Action Requested

On Monday, November 23, 2020, approve ordinance on first reading, setting date of second reading and public hearing for Monday, December 7, 2020.

Aaron Lande, Senior Policy Analyst, 360-487-8612

ATTACHMENTS:

- Ordinance

11/23/2020
12/07/2020

ORDINANCE NO._______

AN ORDINANCE extending the six-month moratorium enacted by Ordinance No. M-4295, prohibiting the establishment of new, or expansion of existing, large-scale fossil fuel facilities, for an additional period of six months; directing staff to continue efforts to develop recommendations addressing the circumstances necessitating the moratorium; and establishing an immediate effective date.

WHEREAS, the City of Vancouver is a Charter City of the First Class and has the authority to adopt and renew temporary moratoria pursuant to the City's constitutional police powers, home rule authority, RCW 36.70A.390, and RCW 35.63.200; and

WHEREAS, on June 8, 2020, the Vancouver City Council adopted Ordinance No. M-4295, enacting a six-month temporary moratorium prohibiting the establishment of new, or expansion of existing, large-scale fossil fuel facilities; and

WHEREAS, the City Council held a public hearing on July 20, 2020, and thereafter adopted findings of fact supporting the enactment of the moratorium; and

WHEREAS, "Goal 1" of the City of Vancouver's 2016-2021 Strategic Plan is to "[e]nsure our built urban environment is one of the safest, most environmentally responsible and well maintained in the Pacific Northwest;" and

WHEREAS, local governments have a core responsibility for upholding the public health, safety, and welfare, mitigating and preparing for disasters, protecting and preserving natural systems and supporting economic development; and

WHEREAS, the City of Vancouver and the greater Pacific Northwest are vulnerable to powerful subduction zone earthquakes that occur with periodic frequency along the Juan de Fuqua and North American plates; and

WHEREAS, geologic research has shown that subduction zone earthquakes have occurred along the Pacific Northwest with relative regularity over the last 10,000 years, and if averages from past events are predictive, the region could be overdue for another powerful subduction zone earthquake; and

WHEREAS, many of the city's buildings and critical infrastructure were built before the city's seismic exposure was widely understood; and

WHEREAS, the Clark Regional Emergency Services Agency has identified Critical Facilities and Infrastructure (including Hazardous Materials, Energy Facilities, Transportation Systems, and Water and Sanitation Systems) to be co-located within areas of the City with a "Moderate to High" liquefaction susceptibility; and

WHEREAS, the City of Vancouver's drinking water (almost 26 million gallons per day) is supplied entirely from groundwater resources; and

WHEREAS, the vast majority of Vancouver's drinking water (approximately 90%) is supplied from the Troutdale, Upper Orchards and Lower Orchards Aquifers, the boundaries of which are often blurred (the Orchards Aquifer is likely an alluviated portion of the Troutdale with little or no silica cementing), and historical water monitoring indicates that water moves vertically through the hydrogeologic layers of these aquifers; and

WHEREAS, facilities that store or process hazardous materials have been recognized to present an increased risk of spills or leaks, and a greater concentration of such facilities renders the City's water supply at an increased susceptibility to contamination, particularly in the event of a powerful earthquake; and

WHEREAS, prior Vancouver city councils have endeavored to protect City water resources by establishing development regulations and minimum standards to reduce the risks of contaminants entering water resources by enacting local ground and surface water regulations, now codified in Chapter 14.26 VMC, the Water Resources Protection Ordinance; and

WHEREAS, recognizing the risks posed by transportation of petroleum, prior Vancouver city councils have encouraged agencies to deny permits for facilities that increase the transportation of Bakken crude oil through Clark County (June 2014, Resolution M-3821), restricted the expansion of crude petroleum facilities by way of a moratorium (Sept. 2014, Resolution M-4090), and made corresponding revisions to the City land use code (Chapter 20.150 VMC); and

WHEREAS, this City Council recognizes that the storage, transfer, processing and handling of other fossil fuels within the City pose risks to safety, health, and livability, including mobility of people, other freight, and other commercial vehicles which are potentially catastrophic in magnitude; and

WHEREAS, this City Council finds that it is appropriate to conduct review and analysis of the City's current vulnerabilities to determine if the purposes of Title 20 and Chapter 14.26 VMC may continue to be fulfilled while accommodating the establishment of new, or expansion of existing, large-scale fossil fuel facilities; and

WHEREAS, the siting of large-scale fossil fuel facilities raises issues of social equity, as these types of facilities have historically been disproportionately located in close proximity to low-income communities and communities of color; and

WHEREAS, in addition to the foregoing, on January 17, 2020, the Ninth Circuit Court of Appeals found that “Copious expert evidence” establishes that an unprecedented rise in the Earth’s carbon concentration levels stems from fossil fuel combustion, and if left unchecked, such levels will wreak havoc on the Earth’s climate; stating further: “The problem is approaching ‘the point of no return.’ Absent some action, the destabilizing climate will bury cities, spawn life-threatening natural disasters, and jeopardize critical food and water supplies.” (Hon. Andrew D. Hurwitz, Circuit Judge authoring the majority opinion of Juliana v. United States, No. 18-36082, p.13 (9th Cir., Jan. 17, 2020); and

WHEREAS, studies conducted by the University of Oregon have found that the effects of climate change on water supplies, public health, coastal and storm damage, wildfires, and other impacts, will cost Washington almost $10 billion per year after 2020, unless additional actions are taken to mitigate these effects; and

WHEREAS, the University of Washington has found that Washington State has experienced long-term warming, a lengthening of the frost-free season, more frequent nighttime heat waves, rising sea levels along most of Washington’s coast, increased coastal ocean acidity, declining glacial area and spring snowpack, and changes in the peak streamflows in many rivers to earlier in the year; such that three key areas of risk, specifically changes in the natural timing of water availability, sea level rise and ocean acidity, and increased forest mortality, will likely bring significant consequences for the economy, infrastructure, natural systems, and human health of the region; and

WHEREAS, the scientifically projected increase of forest mortality poses a unique, and heightened threat to the quality of life enjoyed by residents of the City of Vancouver, which has been annually recognized as “Tree City USA” since 1989; and

WHEREAS, the scientifically projected changes to streamflows pose a unique, and heightened threat to the life, health, safety, and economic vitality enjoyed by residents of the City of Vancouver, as it has been long-recognized that "one of the greatest assets of Vancouver is its shoreline along the Columbia River" (August 1991, Resolution M-2739); and the City has made significant financial investments to complete capital improvements such as the Waterfront Development Project and Columbia River Renaissance Trail, in order to "draw walkers and bikers to the water's edge" and "reinforce recognition of the [Columbia River] waterfront as a place of community-wide enjoyment" (June 1993, Resolution M-2836); and

WHEREAS, large-scale fossil fuel facilities create significant public health risks, including air pollution resulting in impaired respiratory functions from fine particulates, noise pollution affecting hearing loss and psychological health, and exposure to heavy metals and contaminated drinking sources resulting in cancers, premature death and lung and heart diseases; and

WHEREAS, fossil fuels, including petroleum, coal and natural gas, are a major source of carbon dioxide, heavy metals, nitrogen oxide and sulfur dioxide, and each has a demonstrated nexus to climate change and environmental pollution; the Vancouver City Council has grave concerns regarding the safety of Vancouver City residents and the environment, and the strain on public services and existing infrastructure resulting from the siting and operation of new, or expansion of existing, large-scale fossil fuel facilities; and

WHEREAS, the City of Vancouver is preparing to update the City Strategic Plan, the Vancouver City Center Vision ("VCCV"), and make annual updates to Title 20 VMC; and it is appropriate at this time to facilitate citizen engagement, undertake appropriate review of large-scale fossil fuel zoning and siting considerations in order to mitigate avoidable risks of catastrophic harm, ensure that the resiliency goals adopted as part of the City Strategic Plan are capable of being fully realized, focus more economic development on safe and renewable energy sources and “green” businesses, and account for the social and environmental impacts on traditionally marginalized communities; and

WHEREAS, the City Council finds that in order to preserve the ability to develop the Strategic Plan, VCCV, and Title 20 updates, with the widest range of choices and alternatives for future development, it is necessary to temporarily restrict the establishment of new, or expansion of existing, large-scale fossil fuel facilities until the strategy and corresponding code updates are completed; and

WHEREAS, City staff has begun the process of outreach and engagement with interested stakeholders, in order to better understand the interests of all parties potentially affected by more comprehensive regulation of large-scale fossil fuel facilities, but more time is needed to integrate this information with possible amendments to existing regulations; and

WHEREAS, extending the moratorium for an additional six months will allow City staff more time to adequately research and develop appropriate strategies to mitigate risks associated with the establishment of new, or expansion of existing, large-scale fossil fuel facilities in the future, through amendments to existing zoning ordinances if necessary; and

WHEREAS, extending the existing moratorium will enable the City to continue to maximize public input in the siting of new, or expansion of existing, large-scale fossil fuel facilities, without jeopardizing any possible land use options that may be precluded by unrestricted development; and

WHEREAS, the extension of the existing moratorium prohibiting the establishment of new, or expansion of existing, large-scale fossil fuel facilities, for an additional six months, promotes the public health, safety, and general welfare of the people of Vancouver, and will encourage the most desirable and productive use of land and community resources; and

WHEREAS, it is necessary that this ordinance go into effect immediately in order to keep the existing moratorium in place, maintain continuity of the status quo, and avoid a rush of applications for new or expanded development of large-scale fossil fuel facilities.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. *Findings of fact.* The recitals to this ordinance are hereby incorporated by this reference and adopted as the City Council's findings of fact justifying renewal of the existing moratorium prohibiting the establishment of new, or expansion of existing, large-scale fossil fuel facilities, for an additional period of six months, in accordance with RCW 36.70A.390 and RCW 35.63.200. The City Council held the requisite public hearing on December 7, 2020, prior to final adoption of this ordinance and renewal of the existing moratorium.

Section 2. *Definitions.* For the purposes of this ordinance:

A. "Fossil fuels" means petroleum and petroleum products, coal, and natural gasses, including without limitation methane, propane and butane, derived from prehistoric organic matter and used to generate energy. Fossil fuels do not include by-products such as asphalt, plastics, fertilizers, paints, or denatured ethanol.

B.1. "Large-scale fossil fuel facilities" means:

a. Facilities engaged in the wholesale distribution, extraction, refinement or processing of fossil fuels;

b. Terminals engaged in the bulk movement of fossil fuels (excluding railyards, fuel storage for airports, and fuel storage for marine servicing facilities);

c. Bulk coal storage: any structure, group of structures, equipment, or device that stores or transfers coal for use in the production of electricity or power.

d. Coal power plant: a thermal power station which burns coal to generate electricity or other usable power.

e. Natural gas processing: any facility which (i) separates natural gas components to recover usable natural gas liquids (*i.e.*, liquefied petroleum or natural gas), or (ii) produces natural gas suitable for transport (*i.e.*, pipeline quality dry natural gas), or (iii) processes natural gas to create methanol or other chemical products.

f. Natural gas storage and handling: any structure, group of structures, equipment, or devices that stores or transfers natural gas for use in the production of electricity or power, or for further processing (excluding facilities that create energy from landfill gas).

g. Bulk storage of one type of fossil fuel, or a combination of multiple types of fossil fuels, in excess of two million gallons.

2. "Large-scale fossil fuel facilities" do not include facilities that solely provide direct sales or distribution to consumers (*e.g.,* gas stations are not large-scale fossil fuel facilities).

Section 3. *Six-month renewal of moratorium.* As authorized by the City's constitutional police powers, home rule authority, RCW 36.70A.390 and RCW 35.63.200, the City Council hereby renews the temporary moratorium on the acceptance, processing, and granting of applications for permits for establishment of new, or expansion of existing, large-scale fossil fuel facilities, for an additional period of six months.

Section 4. *Exemptions.* The moratorium enacted by Ordinance No. M-4295, and renewed in Section 3 of this ordinance, shall not apply to permits required for upkeep, repair, or maintenance of existing buildings or properties, or work mandated by the City to maintain public health and safety.

Section 5. *Duration.* The moratorium enacted by Ordinance No. M-4295 shall not expire on December 8, 2020, as stated in Ordinance No. M-4295, but instead shall remain in effect for an additional six months following the effective date of this ordinance, until June 8, 2021, unless earlier terminated by the City Council.

Section 6. *Vested rights.* The moratorium renewed and extended by this ordinance does not apply to properties with vested rights existing on the date of adoption of this moratorium ordinance. "Vested Rights" shall be defined in accordance with VMC 20.210.110.

Section 7. *Severability.* If any provision of this ordinance or its application to any person or circumstance is held invalid, or should any portion of this ordinance be preempted by state or federal law or regulation, the remainder of the ordinance or the application of the provision to other persons or circumstances shall survive and be unaffected.

Section 8. *Effective date.* The City Council hereby finds and declares that an emergency exists which necessitates that this ordinance become effective immediately in order to preserve the public health, safety and welfare. This ordinance shall become effective immediately upon passage at second reading, following public hearing. The City Clerk is directed to publish a summary hereof including the title at the earliest possible publication date.

Read the first time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

Read the second time:

Passed by the following vote:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this ________ day of _________________________, 2020.

____
Anne McEnerny-Ogle, Mayor

Attest:

____
Natasha Ramras, City Clerk

Approved as to form:

____
Jonathan Young, City Attorney

SUMMARY

ORDINANCE NO. __________

AN ORDINANCE extending the six-month moratorium enacted by Ordinance No. M-4295, prohibiting the establishment of new, or expansion of existing, large-scale fossil fuel facilities, for an additional period of six months; directing staff to continue efforts to develop recommendations addressing the circumstances necessitating the moratorium; and establishing an immediate effective date.

The full text of this ordinance will be mailed upon request. Contact Raelyn McJilton, Records Officer at (360) 487-8711, or via www.cityofvancouver.us (Go to City Government and Public Records).

Item #7.

Staff Report 174-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 11/23/2020
12/7/2020

SUBJECT Multi-Family Tax Exemption Program Changes to Area Median Income Limits

Key Points

- Under VMC Chapter 3.22 the City of Vancouver allows tax exemptions for construction of multifamily developments for durations of 8, 10, or 12 years on the condition that 20% of the total units provided are affordable to households at or below 100%, 80%, and 60% respectively of the Area Median Income established by HUD.
- HUD uses a six-county metropolitan statistical area (MSA) for median the income in Vancouver. The 2020 median income for the Portland MSA is $92,100.
- Using HUD's calculation methodology and Vancouver specific American Community Survey (ACS) data the median income of Vancouver calculates at $64,900, which is 29.5% lower than the $92,100 Portland MSA area median income used by HUD.
- The inflated MSA income means that the restricted income levels for the 8-, 10-, and 12-year tax exemptions were still priced outside of affordable incomes for Vancouver households.
- City staff are recommending using more specific ACS calculation of Vancouver's median household income as the basis for establishing affordable rent limits. This would be accomplished by multiplying the maximum income and affordable rent levels obtained from the HUD area median income for Clark County (based on the Portland MSA median family income) by 70% (a reduction of 30%).

Strategic Plan Alignment

Goal 3, Objective 3.2: Improve services available to underserved or vulnerable residents.

Goal 8, Objective 8.1: Make downtown Vancouver a vibrant destination for the community and the region.

Goal 8, Objective 8.2: Strengthen neighborhood business districts.

Present Situation

As permitted under RCW 84.14 the City of Vancouver adopted a multi-family tax exemption program in 1997 to stimulate the construction or rehabilitation of multifamily housing as part of the Esther Short Redevelopment Plan and create a more active and vibrant downtown. The MFTE program was a major part of the City's downtown redevelopment strategy and provided an incentive to attract more residents to the downtown area. Currently, the City offers the MFTE program in two designated residential target areas: The Vancouver City Center Vision Area (VCCV) and the Fourth Plain Corridor Subarea (added in 2007). The City has approved 33 MFTE program applications to date representing an estimated $608 million in private investment. The City has approved over 2,700 units including 686 affordable units under the program.

As affordable housing became more of a crisis, state law was changed to allow the use of the exemption for affordable housing units. The Vancouver City Council enacted a modification to the city's MFTE program in January 2017. The City's 2017 modification made the following tax exemption options available to applicants:

- An 8-year exemption for market-rate projects offering public benefits negotiated through a development agreement process.
- An 8-year exemption for projects with 20% of units affordable to households earning up to 100% of area median income (AMI).
- A 10-year exemption for projects with 20% of units affordable to households earning up to 80% AMI.
- A 12-year exemption for projects with 20% of units affordable to households earning up to 60% AMI.

As these project applications were reviewed and processed the discrepancy between the restricted income levels defined in RCW 84.14 and local median incomes of Vancouver households became apparent. RCW 84.14 defines moderate and low income *"for the county where the project is located, as reported by the United States department of housing and urban development."*. HUD has grouped the median income for Vancouver households in a six-county Portland metropolitan statistical area in which the current median income is $92,100. The current median income specific to the City of Vancouver, using adjusted 2017 ACS data, is $64,900 which is 29.5% lower than the $92,100 Portland MSA area median income used by HUD. Using the MSA median income as the base line for income restrictions resulted in "affordable" units that were still outside the financial means of Vancouver residents.

City Council is authorized to adopt the more stringent affordability and income eligibility criteria underRCW 84.14.030(2): *"The multiple-unit housing must meet guidelines as adopted by the governing authority that may include height, density, public benefit features, number and size of proposed development, parking, income limits for occupancy, limits on rents or sale prices, and other adopted requirements indicated necessary by the city or county."*

The City Center Redevelopment Authority (CCRA) per their bylaws is charged with making recommendations to City Council regarding the Multi-Family Tax Exemption Program. On September 21, City staff held a workshop with the City Center Redevelopment Authority to discuss the proposed adjustment to Area Median Income to reflect Vancouver's Median Household Income. The board agreed that affordable rents under the program should reflect rents that are based on Vancouver, versus more regionally-based incomes, but also expressed that impacts from this change to the new supply of affordable housing should be monitored over time. The CCRA will be making a formal recommendation to City Council prior to the public hearing date.

City staff are recommending using the more specific Vancouver median household income as the basis for establishing affordable rent limits. This would be accomplished by multiplying the maximum income and affordable rent levels obtained from the HUD area median income based on the Portland MSA income by 70% (a reduction of 30%).

City staff will conduct an annual analysis of the HUD area median income for Clark County in relation to Vancouver's median household income and adjust the reduction factor accordingly. This annual review will ensure that affordable housing rents stay relevant to the City of Vancouver population. Additionally, staff will monitor the future use of the affordable housing options under the program and will report any significant changes to Council that might warrant further adjustments.

Advantage(s)

The proposed reduction in the average median income will ensure that the multifamily tax exemptions for affordable projects will more closely reflect the median incomes of Vancouver households, thereby resulting in maximum rents that more affordable to Vancouver renters.

Disadvantage(s)

Several local developers have expressed concerns about their ability to build affordable housing projects under the MFTE program if the rents are lowered as proposed.

Budget Impact

No budget impact

Prior Council Review

Council workshop held on September 28, 2020

Action Requested

On Monday, November 23, 2020, approve the ordinance on first reading, setting date of second reading and public hearing for Monday, December 7, 2020.

Chad Eiken, Community and Economic Development Director, 360-487-7882

ATTACHMENTS:

- Council Memo 11-5-2020
- Ordinance - Multifamily Tax Exemption Program Changes to Area Median Income Limits
- Workshop Memo from Sept 28 2020
- CCRA Minutes 21Sep2020

CITY OF Vancouver WASHINGTON

MEMORANDUM

TO: City Council

FROM: Eric Holmes, City Manager
Chad Eiken, Community and Economic Development Director

DATE: November 5, 2020

SUBJECT: Proposed Revision to the Multi-Family Tax Exemption Program – Income Restrictions

This memorandum summarizes the rationale for a proposal to revise the City's multi-family tax exemption (MFTE) program income restrictions. City staff developed the proposal after receiving feedback from City Council at the September 28, 2020 workshop on the MFTE program.

Summary

This revision to the MFTE program focuses on reducing the eligible household income levels based on Vancouver Median Household Income instead of the current six-county metropolitan statistical area median family income used by HUD. Vancouver's 2020 median household income calculated using HUD's methodology through the ACS is $64,900 which is 29.5% lower than the $92,100 Area Median Income established by HUD for Clark County using the Portland MSA median family income. City staff are recommending using Vancouver's median household income as the basis for establishing affordable rent limits. This would be accomplished by multiplying the maximum income and affordable rent levels obtained from the HUD area median income for Clark County (based on the Portland MSA median family income) by 70% (a reduction of 30%).

City staff will conduct an annual analysis of the HUD area median income for Clark County in relation to Vancouver's median household income and adjust the reduction factor accordingly. This annual review will ensure that affordable housing rents stay relevant to the City of Vancouver population.

It is important to note that City Council is authorized to adopt the more stringent affordability and income eligibility criteria under RCW 84.14.030(2): *"The multiple-unit housing must meet guidelines as adopted by the governing authority that may include height, density, public benefit features, number and size of proposed development, parking, income limits for occupancy, limits on rents or sale prices, and other adopted requirements indicated necessary by the city or county."*

Revisions to Eligible Income Levels

Adjusting the MFTE eligible income levels based on the Vancouver median household income will provide a more appropriate basis for establishing affordable rents than those currently used in the MFTE program.

The current available exemption options include

- An 8-year exemption for market-rate projects offering public benefits negotiated through a development agreement process.
- An 8-year exemption for projects with 20% of units affordable to households earning up to 100% of area median income (AMI).
- A 10-year exemption for projects with 20% of units affordable to households earning up to 80% AMI.
- A 12-year exemption for projects with 20% of units affordable to households earning up to 60% AMI.

Adjusting the current income and rent limits using Vancouver median household income will result in rents under the 8, 10 and 12-year affordable housing options that are more aligned with actual incomes in Vancouver. The table below shows the difference between the current eligible incomes and housing costs calculated using the Portland MSA median family income and the proposed income limits and housing costs using the proposed reduction factor obtained using the Vancouver median household income.

Table 1 - Adjusted Area Median Income by Household Size

		1-Person Household		2-Person Household		4-Person Household	
	Income Level	Annual Income	Max. Affordable Housing Costs	Annual Income	Max. Affordable Housing Costs	Annual Income	Max. Affordable Housing Costs
100%	Current HUD MSA	$64,500	$1,613	$73,700	$1,843	$92,100	$2,303
x70%	Proposed COV	$45,150	$1,129	$51,590	$1,290	$64,470	$1,612
80%	Current HUD MSA	$51,600	$1,290	$59,000	$1,475	$73,700	$1,843
x70%-	Proposed COV	$36,120	$903	$41,300	$1,033	$51,590	$1,290
60%	Current HUD MSA	$38,700	$968	$44,220	$1,106	$55,260	$1,382
x70%	Proposed COV	$27,090	$677	$30,954	$774	$38,682	$967

Source: US Department of Housing and Urban Development effective 7/01/2020
Reduction methodology note here

Revisions to Maximum Affordable Housing Cost

The MFTE program requires that the maximum costs for rents and utilities are based on 30% of a household's income. Table 2 below compares the current and proposed rent levels. The adjusted Vancouver maximum housing cost is shown in in column 3 below.

Table 2 - Comparison of Rents and Utilities Using Median Family Income vs. Median Household Income (Adjusted by 30% Reduction)

Unit Size (#BR)	Current Affordable Rent Using Portland MSA Median Family Income	Proposed Affordable Rent Using 70% Adjustment Factor	Reduction: Dollar Amount	Reduction: Percent
Studio	$1,613	$1,128	-$485	-30%
1	$1,728	$1,209	-$519	-30%
2	$2,073	$1,451	-$622	-30%
3	$2,384	$1,668	-$716	-30%
4	$2,672	$1,870	-$802	-30%

*100% of Area Median Income

The data source for the 2020 estimate is the Census Bureau's American 2017 Community Survey (ACS) 1-year estimate inflated to 2020 using the Consumer Price Index and the same methodology used by HUD.

MFTE Program Rents

As shown in Table 3 below, the proposed affordable rent level for a two-bedroom apartment using the adjusted income factor is $1,451 or $622 lower than the rent using the Portland MSA median family income.

The table provided below summarizes the proposed *rent levels* for each unit size under the three affordable housing options. Note that the MFTE affordable rent levels would be adjusted annually using the HUD methodology and the most recent ACS data on Vancouver median household income. To simplify the calculations for income monitoring the affordable rent levels for the 10 and 12 year exemptions would be set at 55% and 45% of the HUD area median income for Clark County instead of the 56% and 42% obtained by multiplying the original 80% and 60% times 70%.

Table 3 - Proposed Rent Levels (8-10-12 Year Exemption) Using Median Household Income.

	8 Year Exemption	10 Year Exemption	12 Year Exemption
Unit Size (#BR)	Affordable at 70% of Portland Median Family Income	Affordable at 55% of Portland Median Family Income	Affordable at 45% of Portland Median Family Income
Studio	$1,128	$886	$725
1	$1,209	$950	$777
2	$1,451	$1,140	$933
3	$1,668	$1,311	$1,072
4	$1,870	$1,469	$1,202

The data source for the 2020 estimate is the Census Bureau's American 2017 Community Survey (ACS) 1-year estimate inflated to 2020 using the Consumer Price Index and the same methodology used by HUD.

According to the Washington Center for Real Estate Research 2Q Apartment Report and Colliers 2Q 2020 Multi-Family Market Report and data from Apartment List on the median rent in Vancouver, the market rent for a two-bedroom apartment is between $1,262 and $1,678. Research indicates that the proposed maximum rents are in-line with what is currently being charged in Vancouver.

Development Stakeholder Outreach

City staff reached out to 25 housing developers who have participated in the Multi-Family Tax Exemption Program to obtain feedback on the proposed adjustment to Area Median Income to better reflect Vancouver Median Household Income, versus the inflated Median Family Income of the broader Portland region. Two listening sessions were held in September, and two additional listening sessions have been scheduled in November prior to the consent agenda date. So far, staff have received feedback from eleven developers.

While there is an acknowledgement among developers who participated that Vancouver rents and incomes are generally lower than in Portland, the feedback received to-date indicates overall concerns with the proposed reductions in the maximum affordable rents in affordable projects, which are seen as making it harder for developers to build quality affordable housing projects, even with the generous tax benefits over 8, 10 or 12 years.

Specific feedback:

- *Important to understand that the margin on affordable projects is "very thin." Land prices are getting close to Portland prices, particularly in the downtown and Waterfront areas. Design, labor and material costs are the same as Portland, projects in Vancouver pay Washington state sales tax on improvements, and Vancouver apartments cannot command the same rents as in Portland.*
- *The tax incentive through the MFTE program is just about enough to cover the state sales tax on construction.*
- *Reducing the tax incentive by further limiting affordable rents by 30% will result in fewer developers opting to build under the affordable housing options or if they do, the projects will be of lower quality.*
- *New projects are more expensive, and therefore it is difficult to begin with to build "new" affordable housing.*
- *Need to understand the "ecosystem" of affordable housing, and how new housing supply – regardless of affordability – leads to overall increase in affordable units in the system.*
- *Decrease in rents from affordable units would need to be shifted to other units that are market rate.*

City Center Redevelopment Authority

The City Center Redevelopment Authority is responsible for advising City Council on the Multi-Family Tax Exemption Program per their bylaws. On September 21, 2020, the CCRA met to consider the proposed adjustment to income limits for affordable units under the program to better reflect Vancouver incomes. Several members reflected on the success of the program over the past twenty years, especially in bringing more residents to the downtown, and noted that the original intent of the state law was to incentivize housing in city centers, regardless of affordability. However, board members also acknowledged that the incomes in Vancouver are much lower than the Portland-Vancouver-Hillsboro MSA, which results in units that are less affordable to Vancouver residents at 100%, 80% and 60% of Area Median Income. While the board indicated support for the changes, they intend to monitor how these changes affect the number of new affordable projects and advise caution when considering further adjustments that would reduce the value of the tax incentive.

Staff Recommendation

Staff recommends that Council approve the ordinance to adjust the income and rent limits for the City's multi-family tax exemption program by using the Vancouver median household income. The revised income restriction and rent limits would only impact the new projects going forward that utilize the MFTE affordable unit option (at 100%, 80% or 60% of Area Median Income).

11/23/20
12/07/20

ORDINANCE NO. M-_____

AN ORDINANCE related to multi-family property tax exemption, amending Vancouver Municipal Code Section 3.22.040; and providing for an effective date.

WHEREAS, the City of Vancouver desires increased affordable housing in urban areas, and

WHEREAS, The Washington State legislature has put into state law the authorization of a multifamily housing property tax exemption to promote multifamily housing including an affordablility option, (RCW 84.14), and

WHEREAS, the RCW 84.14 affordabilty option allows the multifamily tax exemption for low and moderate income households earning below 115% of the area median income as reported by the United States Department of Housing and Urban Development (HUD), and

WHEREAS, HUD uses data from a six county regional metropolitan statistical area (MSA) as the basis to determine the area median income rather than income data specific to Vancouver, Washington, and

WHEREAS, Vancouver's 2020 median household income estimate (using HUD calculation methodology) is $64,900, 29.5% lower than the $92,100 Portland MSA median family income, and

WHEREAS, Rents affordable to households using the Portland MSA area median income are not equally affordable to households using the Vancouver median household income.

WHEREAS, RCW 84.14.040 (6) allows that "The governing authority may adopt and implement, either as conditions to eight-year exemptions or as conditions to an extended exemption period under RCW 84.14.020(1)(a)(ii)(B), or both, more stringent income eligibility, rent, or sale price limits, including limits that apply to a higher percentage of units, than the minimum conditions for an extended exemption period under RCW 84.14.020(1)(a)(ii)(B)".

WHEREAS, the Vancouver City Council recommended changes to VMC Chapter 3.22 to increase the affordablilty of units constructed through the Multifamily Tax Exemption program by lowering the eligible household income requirement,

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Vancouver Municpal Code, Chapter 3.22 MULTI-FAMILY HOUSING TAX EXEMPTION as last amended by Ordinance M-4225 and codified at Vancouver Municipal Code Section 3.22.040 D, sub-section 8 is hereby amended to read as follows:

8. Affordability. To be eligible for the eight-year tax exemption option under this chapter, the applicant may choose between the market-rate option and the affordable option.

a. Under the eight-year market-rate exemption option, applicants shall enter into a development agreement with the city specifying requirements such as enhanced design, public art, additional parking or structured parking, enhanced landscaping, enhanced infrastructure (e.g. wider sidewalks, undergrounding utilities), homeownership component, energy efficiency, consistency with subarea plan.

b.

1. To be eligible for the eight-year affordable exemption option under this chapter, applicants must commit to renting or selling at least 20% of units as affordable housing to households with annual incomes at or below ~~100~~ 70% of Area Median Income.

2. To be eligible for the ten-year tax exemption, applicants must commit to renting or selling at least 20% of units as affordable housing to households with annual incomes at or below ~~80~~ 55% of Area Median Income.

3. To be eligible for the twelve year tax abatements exemption under this chapter, applicants must commit to renting or selling at least 20% of units as affordable housing to households with annual incomes at or below ~~60~~ 45% of Area Median Income.

Table 1: Affordability Requirements

Exemption Period	**Affordability Requirement**
Eight (8) Years	No affordability requirement with development agreement under market-rate option; or Minimum of 20% of units rented or owned will be affordable housing to households at/below ~~100~~ 70% of Area Median Income
Ten (10) Years	Minimum of 20% of units rented or owned will be affordable housing to households at/below ~~80~~ 55% of Area Median Income
Twelve (12) Years	Minimum of 20% of units rented or owned will be as affordable housing to households at/below ~~60~~ 45% of Area Median Income

Section 2. Effective Date. This ordinance shall take effect January 6, 2021.

Read first time:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

Read second time:

PASSED by the following vote:

Ayes: Councilmembers

Nays: Councilmembers

Absent: Councilmembers

SIGNED this ________day of _______________________________ 2020.

____
Anne McEnerny-Ogle, Mayor

Attest:

____
Natasha Ramras, City Clerk

Approved as to form:

____
Jonathan Young, City Attorney

SUMMARY

ORDINANCE NO. ________

AN ORDINANCE related to the MultiFamily Tax Exemption; amending Ordinance M-4186 now codified at Vancouver Municipal Code Section 3.22 and as last amended by Ordinance M-4225, and providing for savings and an effective date of January 6, 2021.

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).

MEMORANDUM

TO: City Council

FROM: Eric Holmes, City Manager
Chad Eiken, Community and Economic Development Director

DATE: September 28, 2020

SUBJECT: Proposed Revision to the Multi-Family Tax Exemption Program – First Phase

This memo summarizes the background and substantive elements of a proposal to revise the City's multi-family tax exemption (MFTE) program in two key areas. City staff developed the proposal after receiving feedback from City Council, conducting research on MFTE programs in other cities and engaging the City Center Redevelopment Authority (CCRA). The proposal retains and strengthens the linkage between the MFTE program and the City's efforts to expand access to affordable housing that City Council established in 2017 and provides additional flexibility to developers.

Executive Summary

The current set of proposed changes are the first of two phases of possible revisions to the MFTE program and include two key areas which are a high priority, based on recent input from City Council.

Key characteristics of the proposed Phase I of MFTE program refinement include:

- **Revision to affordable rent levels.** Affordable rent levels based on Vancouver median household income instead of Portland metropolitan area median family income.
- **Retention of the current 8, 10 or 12-year exemption terms.** An exemption term of 8, 10 or 12 years will continue to be available in exchange for an owner offering 20% of the units at rents affordable to households earning 100%, 80% or 60% of the revised median income.
- **Removal of the public benefit option.** The option for a developer to provide a public benefit in excess of other required improvements in exchange for an 8-year exemption is removed.
- **Addition of a fee-in-lieu of using an affordable housing option.** A new option is provided that allows a developer to pay a fee in-lieu of providing affordable housing in exchange for an 8-year exemption. The fee would support the city's Affordable Housing Fund (AHF) and the AHF's various affordable housing programs.

Phase II is intended to include:

1. consideration of an expansion of geographic boundaries of program to include Mill Plain Corridor, broaden Fourth Plain Corridor, and expand the Vancouver City Center Vision MFTE boundary; and

2. review the overall efficacy of the program, review and refine policy goals, and adjust the incentive by area as needed to accomplish policy goals.

A brief background of the MFTE program is provided below followed by more specific information on the proposed revisions. Staff will be presenting these options to City Council and will be requesting direction at a City Council workshop on September 28, 2020. After receiving direction from City Council staff will work with the CCRA on specific revisions to the MFTE program to bring back to City Council for final consideration and adoption.

Background

The State of Washington established the MFTE program in 1995 (Revised Code of Washington (RCW) Chapter 84.14) to help cities stimulate residential development in designated urban centers and to assist local governments in meeting density goals to help lower the infrastructure and operating costs associated with local government services. While the purpose of the law includes affordable housing, the program is not exclusively intended to be an affordable housing program. The 1995 MFTE program exempted the value of eligible housing improvements from property taxes for a period of 10 years and had no affordable housing requirement.

In 2007 the state revised the MFTE statute and reduced the 10-year exemption to 8 years and offered a 12-year exemption to projects that included at least 20% of their units as affordable housing at 115% of Area Median Income (AMI). Under the MFTE program land and non-residential improvements are not exempt.

In 2019 the Joint Legislative Audit and Review Committee (JLARC) issued a report assessing the impacts of the program state-wide. That report can be found here. Further resources can be found on the Municipal research Services Center site here.

The City of Vancouver adopted a multi-family tax exemption program in 1997 to stimulate the construction or rehabilitation of multifamily housing as part of the Esther Short Redevelopment Plan and create a more active and vibrant downtown. The MFTE program was a major part of the City's downtown redevelopment strategy and provided an incentive to attract more residents to the downtown area. Currently, the city offers the MFTE program in two designated residential target areas: The Vancouver City Center Vision Area (VCCV) and the Fourth Plain Corridor Subarea (added in 2007).

The Vancouver City Council enacted a modification to the city's MFTE program in January 2017. The city's 2017 modification made the following tax exemption options available to applicants:

- An 8-year exemption for market-rate projects offering public benefits negotiated through a development agreement process.
- An 8-year exemption for projects with 20% of units affordable to households earning up to 100% of area median income (AMI).
- A 10-year exemption for projects with 20% of units affordable to households earning up to 80% AMI.

- A 12-year exemption for projects with 20% of units affordable to households earning up to 60% AMI.

The City has approved 30 MFTE program applications to date representing an estimated $550 million private investment. The table below provides a summary of the approved projects. As shown, the city has approved nearly 2,600 units including 653 affordable units. Of the 653 affordable units 424 are in projects that received Federal tax credit financing support and are required to limit monthly rents to amounts affordable to households earning 60% of the Portland median family income. Another 25 units are affordable due to other financing. The remaining 204 affordable units are in projects that only received a MFTE tax exemption.

Table 1. Summary of Projects and Units under the MFTE Program (2001-Present)

Multi-Family Tax Exemption Program Summary	Completed	In Construction	In Permitting	TOTAL
Approved Projects				
VCCV	17	6	4	**27**
Fourth Plain	2	1	0	**3**
Total Approved Projects	**19**	**7**	**4**	**30**
Total Units				
VCCV	1,266	663	420	**2,349**
Fourth Plain	212	36	0	**248**
Total Units	**1,478**	**699**	**420**	**2,597**
Affordable Units				
VCCV	308	43	82	**433**
Fourth Plain	212	8	0	**220**
Total Affordable Units	**520**	**51**	**82**	**653**
Affordable Units				
Federal Tax Credit Projects	424	0	0	**424**
Other Program Units			25	**25**
MFTE Only Projects	96	51	57	**204**
Total Affordable Units	**520**	**51**	**57**	**653**

Issue 1: Revisions to Affordable Rent Levels

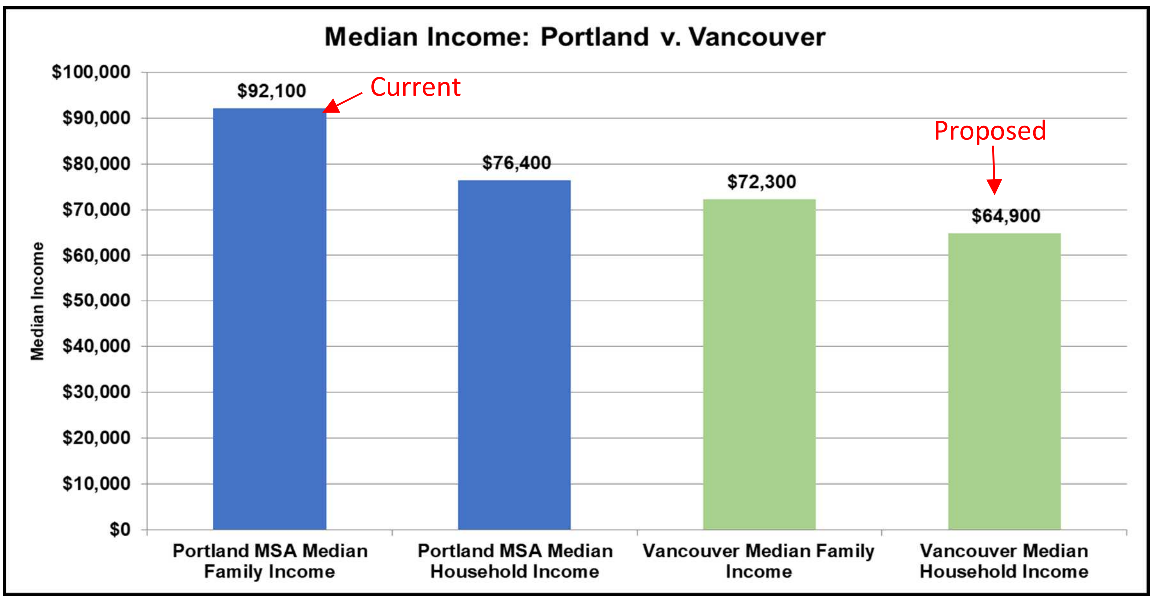
City Council, CCRA board members, city staff, and the public have all commented on the fact that the MFTE program's affordable rent levels are significantly higher than the average rent in Vancouver and Clark County. The city's MFTE program currently defines affordable rent in Vancouver using the Portland metropolitan statistical area (MSA) median family income which is the same source the federal Housing and Urban Development (HUD) program uses for Vancouver Community Development Block Grant (CDBG) programs. As discussed in this memo, City staff recommend using Vancouver's median household income as the basis for establishing affordable rent limits and applying a reduction factor to the Portland MSA Median Family Income index.

Adjusting the MFTE income level based on the Vancouver median household income will provide a more appropriate basis for establishing affordable rents used in the MFTE program. Shortcomings associated with using the Portland MSA's median family income as the base include:

- The U.S. Census Bureau's definition of a "family" includes a group of two people or more related by birth, marriage, or adoption and residing together. It excludes single individuals and non-family households (roommates) which are 35% of the households in Vancouver and 36% of the households in the MSA.
- Vancouver "Families" represent roughly 10% of the total Portland MSA families – meaning Vancouver's families and their incomes are woefully underrepresented in the estimate of Portland MSA median family income.
- Family income is higher than overall household income since it only includes households of two or more persons that are related.

The below table illustrates the difference between incomes in the Portland MSA and City of Vancouver using the median family income or median household income as the basis for the program.

Table 2. Comparison of Median Family Income and Median Household Income (Family of 4).



In addition, the MFTE program's use of median family income to determine affordability is in conflict with the MFTE program's definition of households which includes "…a single person, family or unrelated persons living together." HUD's median family income estimate is based on the U.S. Census Bureau's American Community Survey (ACS) median family income data. The ACS defines a family as "…a group of two people or more (one of whom is the householder) related by birth, marriage, or adoption and residing together." Family households are a subset of total households and exclude single person households or households with unrelated individuals.

The data and methodology for establishing the Vancouver median household income comes from the same source and uses the same method as the Portland MSA median family income. The data source for the 2020 estimate is the Census Bureau's American 2017 Community Survey (ACS) 1-year estimate inflated to 2020 using the Consumer Price Index and the same methodology used by HUD. The 2020 Vancouver median household income estimate can then be converted to income limits for various household sizes and then to affordable rent levels (at 30% of income) for each unit size using the same methodology used by HUD.

Vancouver's 2020 median household income estimate using HUD's methodology is $64,900 and is 29.5% lower than the $92,100 Portland MSA median family income. Despite the smaller sample size, the accuracy of the ACS estimate of Vancouver's median household income is well within the criteria used by HUD.

A table comparing the current MFTE program affordable rent level to the affordable rent level using Vancouver's median household income (adjustment in column 3) is provided below.

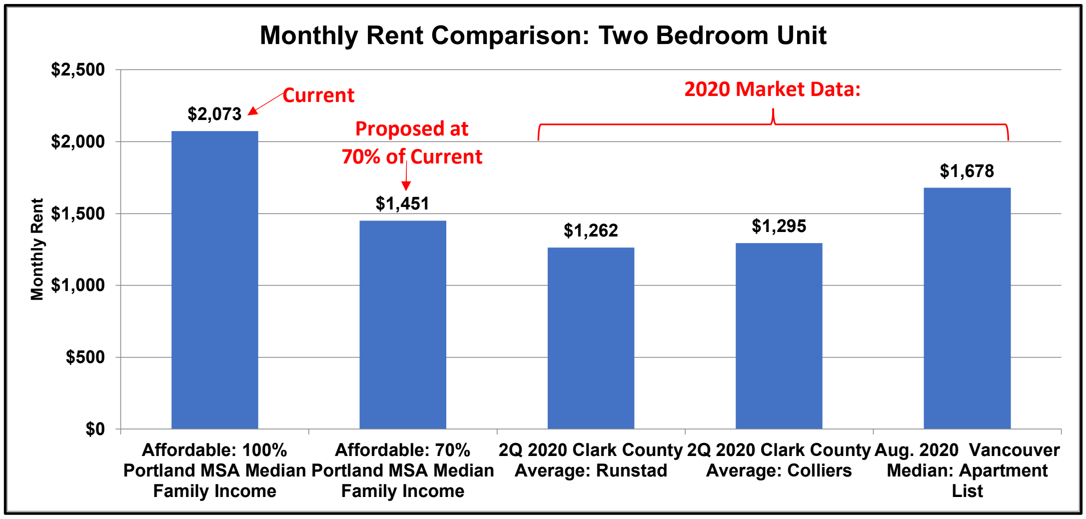
Table 3. Comparison of Rents Using Median Family Income vs. Median Household Income*

Unit Size (#BR)	Current Affordable Rent Using Portland MSA Median Family Income	Proposed Affordable Rent Using 70% Adjustment Factor	Reduction: Dollar Amount	Reduction: Percent
Studio	$1,613	$1,128	-$485	-30%
1	$1,728	$1,209	-$519	-30%
2	$2,073	$1,451	-$622	-30%
3	$2,384	$1,668	-$716	-30%
4	$2,672	$1,870	-$802	-30%

*100% of Area Median Income

As shown, the proposed affordable rent level for a two-bedroom apartment is $1,451 or $622 lower than the rent using the Portland MSA median family income. For context several surveys suggest the proposed affordable rent level is comparable to the current market rent. Data for the average rent in Clark County from the Washington Center for Real Estate Research 2Q Apartment Report and Colliers 2Q 2020 Multi-Family Market Report and data from Apartment List on the median rent in Vancouver suggest the market rent for a two bedroom apartment is between $1,262 and $1,678. The midpoint of this range is $1,470 or $19 (1.3%) higher than the proposed affordable rent using Vancouver median household income.

Table 4. Comparison of Median Income Indices to Actual Rents in Vancouver.



Current MFTE program rules allow an 8, 10 or 12-year exemption for providing 20% of units affordable to households earning 100%, 80% and 60% of Portland MSA median family income respectively. Under the proposed approach, an 8, 10 or 12-year exemption would be available for providing 20% of units affordable at rent levels of 100%, 80% and 60% of Vancouver median household income. A table summarizing the proposed rent levels for each unit size under the three affordable housing options is provided below. Note that the MFTE affordable rent levels would be adjusted annually on April 1 using the HUD methodology and the most recent ACS data on Vancouver median household income.

Table 5. Proposed Rent Levels (8-10-12 Year Exemption) Using Median Household Income.

	8 Year Exemption	10 Year Exemption	12 Year Exemption
Unit Size (#BR)	Affordable at 70% of Portland Median Family Income	Affordable at 55% of Portland Median Family Income	Affordable at 45% of Portland Median Family Income
Studio	$1,128	$886	$725
1	$1,209	$950	$777
2	$1,451	$1,140	$933
3	$1,668	$1,311	$1,072
4	$1,870	$1,469	$1,202

The change to Vancouver's MFTE Program to adjust the Median Family Income threshold by -30 percent (derived from the Vancouver Median Household Income) will result in rents under the 8, 10 and 12-year Affordable Housing Options that are more aligned with actual incomes and rents in Vancouver.

City Council is authorized to adopt adjustments to affordability and income eligibility criteria by RCW 84.14.030(2) as follows: *"The multiple-unit housing must meet guidelines as adopted by the governing authority that may include height, density, public benefit features, number and size of proposed development, parking, income limits for occupancy, limits on rents or sale prices, and other adopted requirements indicated necessary by the city or county."*

Issue 2: Removal of the Public Benefit Option

The city's MFTE program currently allows an applicant to receive an 8-year property tax exemption, without providing 20% of the units as affordable housing, so long as the developer provides other public benefits over and above those required by the city's approval of the project. The Vancouver Municipal Code (VMC) section for the MFTE provides general guidance on what a public benefit is including "…enhanced design, public art, additional parking or structured parking, enhanced landscaping, enhanced infrastructure (e.g. wider sidewalks, undergrounding utilities), homeownership component, energy efficiency…".

The VMC guidance provides examples of the types of public benefit but lacks specific criteria which has made the review and approval process a challenge for applicants, staff, and decision makers. For example, there is no direction on the minimum cost or value of the public improvements, the nexus between the value of the forgone affordable units, or the location and accessibility of the public improvements – all of which has caused confusion.

To-date the city has received four applications using the public benefit approach and city staff have negotiated with each applicant to determine the public benefit to be provided. Each negotiation has required significant staff and developer time. A final agreement regarding the negotiated public benefit is required by the VMC to be memorialized in a development agreement that is approved by City Council. The formal approval process adds cost to applicants and requires an additional investment of time by staff and City Council.

The subjective nature of the public benefit and the lack of guidance on the appropriate value or cost have made negotiations with applicants a challenge for staff and leads to an opaque policy discussion for the City Council when projects come before them for consideration. To address these challenges, staff worked with the CCRA to consider a few options:

Table 6: Possible Options to Revising Public Benefit

Options	Considerations
Option 1: Retain the public benefit requirement but define it more clearly in terms of: • Value (public amenity should approximate $2,000 per unit in value • Proximity to the project site (preference for amenity that is on the project site or within several blocks); and • Type of public improvement (park or trail improvements, public art installation, or transportation improvement beyond typical requirements of development);	• Would add clarity to the definition of public benefit, assuring more consistency between projects. • Maintains flexibility in administration for the public benefit concept based on individual project characteristics. • Retains some ambiguity inherent in the public benefit concept; requires project-by-project negotiation.
Option 2: Eliminate the public benefit option in favor of a fee-in-lieu of the required public benefit to be paid at $2,000 for each unit in the project, at the option of the developer, which could: • Be committed fully to an affordable housing fund, or • Split the fee-in-lieu between affordable housing (directed to the AHF) and a to-be-created public amenity fund (with program administration also to be determined).	• Provides clarity for city and applicant through a quantifiable payment to the City in lieu of taxes; Assures absolute consistency between projects under program administration. • Draws a logical nexus between market rate housing development and support of funding for additional affordable housing. • Splitting the fee between a to-be-created public benefit program and the AHF could "water down" positive impact on affordable housing. • Affordable housing funds derived through a fee in lieu program could be used to support development of income-based housing that would remain affordable for a longer period (up to 20 years) than that allowed under the MFTE program (max 12 years).
Option 3: Eliminate the affordable housing options (100%-80%-60% AMI) and apply the fee-in-lieu ($2,000 per unit) to all MFTE projects • Any project would qualify for the abatement if up-front fee is paid • Fee would be directed to the AHF to increase supply of very low income housing (at or below 50% AMI)	• Streamlines the approval process (no development agreement required). • Eliminates the need for the city to monitor rents and incomes of renters in approved affordable units (new projects only). • Could have an unintended effect of decreasing the number of new projects with moderate income units.

The City Center Redevelopment Authority, which is charged in their bylaws with periodically reviewing the effectiveness of the MFTE Program, recommends that the city's MFTE program provide an option for an applicant to pay a fee in-lieu of providing affordable housing or a public benefit (Option 2 above). The fee-in-lieu option might be appealing to applicants who do not want the administrative burden that comes with offering affordable units. The exemption term associated with the fee-in-lieu option would be limited to eight years.

Under a fee-in-lieu option the applicant would pay a fee of $2,000 per multi-family unit to the city in exchange for the exemption from certain taxes under the program. The staff recommendation is to have the fee go into the city's existing Affordable Housing Fund (AHF). The AHF is funded by a six-year voter approved property tax levy and supports several programs to expand the availability of affordable housing for the most vulnerable households within the city which earn 50 percent or less of the area median income. AHF programs include grants to build and preserve affordable housing in Vancouver, rental assistance and services to help households avoid an eviction or access a rental unit and temporary shelter for people experiencing homelessness. AHF grants require units to be retained as affordable for a full 20 years instead of the 8, 10 or 12 years under the current MFTE program.

Basis for Determining Recommended Fee per Unit

The $2,000 per unit fee amount is based on a June 2019 analysis that looked at:

- Fees on new development related to affordable housing charged by other cities.
- The impact on developer/owner rental income of requiring affordable housing.
- The value of the tax exemption to the developer/owner over the exemption period.

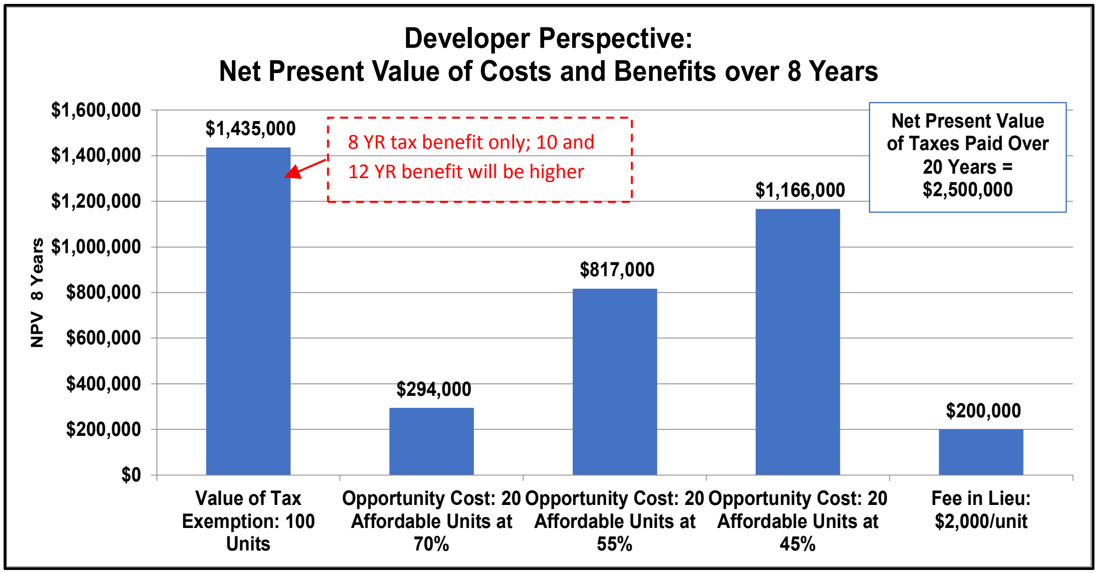
The 2019 affordable housing fee analysis found that fees in some cities ranged up to $20 per square foot or $20,000 for a 1,000 square foot unit. The CCRA recommended a fee of $10,000 per affordable unit (assuming affordable units are 20% of total units) or a fee of $2,000 per unit for all units. For context, the city's AHF provides grants of up to $50,000 per affordable unit for a 20-year affordable housing commitment. The equivalent value for an 8-year commitment to affordability would be $20,000. In addition, the estimated net present value benefit of an 8-year tax exemption to the owner was estimated at just over $50,000 per affordable unit or $10,000 per unit for all units.

The CCRA identified $10,000 per affordable unit as the appropriate fee citing the MFTE program's main goal of encouraging residential housing in targeted areas, the higher cost of developing projects in the two target areas and the other benefits the city receives from the creation of more housing and long term generation of tax revenue in the targeted urban areas.

A fee in lieu requirement in lieu of providing affordable units, in conjunction with elimination of the current "public benefit" requirement, would create a supplemental source of funding for affordable housing which has been identified as a high priority by City Council. The fee in lieu would streamline the review process by eliminating lengthy negotiations over the adequacy of proposed public amenities as well as the need for a development agreement. Further, the fee in lieu would provide greater consistency among market rate MFTE projects.

The below table compares the net present value of the tax benefit for a 100-unit, market rate project (8 years) with the opportunity cost of providing affordable rents to 20% of the project under the 60%, 80% and 100% of AMI options (note that the tax benefit is greater for the 60% and 80% options since the exemption period is 10 and 12 years, respectively). The fee-in-lieu of providing affordable units is also shown for comparison purposes. In the below example, the proposed fee-in-lieu is slightly less than the opportunity cost of affordable units under the 8-year, 100% of AMI option.

Table 7. Value of Tax Exemption vs. Opportunity Costs and Fee-in-Lieu



<u>City Center Redevelopment Authority Input</u>

The CCRA reviewed the currently proposed revisions to the MFTE program at a special meeting on September 21, 2020. The consensus of the CCRA was:

- Support for the proposed 30% reduction in the Portland MSA Median Family Income to better reflect Vancouver income and rents.
- Support for continuing to offer 8, 10 and 12-year exemptions as incentives for additional housing in the target areas as well as incentives for more affordable housing.
- Support for offering a fee in lieu option and a fee of $2,000 per unit seems reasonable and should not adversely affect the role of the incentive; however, they noted that developers should weigh in on this proposal to provide a more complete picture of how this might impact new housing.
- Support for using any MFTE fee in lieu payment to support affordable housing.

<u>Development Stakeholder Outreach</u>

As of the writing of this memo, a meeting with local developers who have utilized the MFTE Program had been scheduled but had not yet occurred. Staff will provide an update on feedback received from the ad hoc Developer Stakeholder group at the Council Workshop.

CITY CENTER REDEVELOPMENT AUTHORITY MEETING MINUTES

Vancouver City Hall – Council Chambers – 415 W. 6th Street
PO Box 1995 – Vancouver, Washington 98668-1995
www.cityofvancouver.us

September 21, 2020

SPECIAL MEETING (Convened telephonically, no in person attendance)

The meeting agenda materials referenced in these minutes can be found online. The agenda for this meeting was a continuation of agenda items from the regular meeting on Thursday, September 17, 2020.

ITEM 1: CALL TO ORDER AND ROLL CALL

The September 21, 2020 meeting of the City Center Redevelopment Authority was called to order at 1:01 pm by President Richard Keller.

Present: Richard Keller, Dick Krippaehne, Debi Ewing, Marc Fazio, David Copenhaver
Absent: Brad Hutton, Jack Onder

ITEM 2: MULTI-FAMILY TAX EXEMPTION PROGRAM CHANGES – PHASE I

Item Summary

Chad Eiken, Community and Economic Development Director, introduced proposed revisions to the Multi-Family Tax Exemption (MFTE) program. These revisions seek to address two issues identified by the CCRA, City Council, city staff and program applicants: to ensure that the maximum rents allowed under the affordability criteria are indeed affordable to Vancouver residents, and to tie the public benefit requirement for market rate housing to the value of the tax incentive in order to create project-to-project consistency. Peggy Sheehan, Community Development Program Manager, provided some background on the program, stating that it has been initially enacted to incentivize residential growth downtown, and was subsequently revised in 2017 to additionally incentivize affordable housing. Paul Lewis, consultant, walked the board through the methodology used to compare the Portland metropolitan statistical area's median family income (used to define affordability in the current MFTE program) to Vancouver's median household income (a Vancouver-specific number that is additionally inclusive of single person and non-family households) to establish meaningful rent thresholds for Vancouver.

Chad Eiken presented proposed changes to the Public Benefit Option for market rate projects, using a fee-in-lieu model. Previously, the CCRA board had provided feedback requesting additional guidelines to assist with comparing the value of public benefit proposals project-to-project, to alleviate some of the subjectivity in their decision making. This proposal would replace the public benefit requirement that is negotiated project-by-project with a per unit fee of $2,000 per unit. The fees would then be directed to the City's Affordable Housing Fund, providing predictability for developers and leveraging affordable units for lower income households for a longer period (20 years). Next steps include a City Council workshop for introduction on Sept. 28, a CCRA meeting to discuss program refinements and implementation on Oct. 10, and adoption of the changes at a City Council hearing in November. Staff anticipates a second phase of program analysis and revisions to occur in the second quarter of 2021.

Board Discussion

The CCRA board discussion centered around the origins and intent of the various iterations of MFTE program and sought to understand potential constraints to the feasibility of development if these amendments were enacted. The was general acceptance of the need to ensure rents labeled affordable by the program are indeed affordable to the Vancouver market. Paul Lewis noted that value of the revised tax inventive would still be significant relative to the opportunity cost of the foregone marker-rate rents, but board members were particularly interested in potential outcomes to development pro formas and potential for securing funding. Chad Eiken indicated that there would be a stakeholder meeting including developers later that week and one group had volunteered to share that type of numerical analysis. David Copenhaver noted that including incentives from the Opportunity Zone designation would be useful to include in the rate of return analysis. President Keller noted that the cost of land and need for high rise buildings downtown increase construction costs and wondered if there should be a VCCV adjustment factor built into the program.

Dick Krippaehne observed that since 2017, the MFTE program has had two objectives, to incentivize development downtown, and to incentivize affordable housing. Those two objectives, coupled with the regional cost of construction and geographically variable rent prices, create a narrow 'tight rope' to walk in order to balance incentivizing investment and preserving rent prices. Marc Fazio built on this observation, questioning whether incentivizing residential buildings downtown and incentivizing affordable housing should be blended into the same program. He asked if the 2017 changes undermined the original intent of the program and wondered at what point development downtown will be stabilized and no longer in need of stimulus. Debi Ewing echoed Marc Fazio's question about the stability of downtown development and added that City Council must decide if all developers seeking a property tax exemption should be required to contribute to affordable housing. Ewing asked about the possibility of eliminating the 8-, 10-, 12-year options and requiring all developers to pay into the affordable housing fund. Chad Eiken indicated that idea had been discussed at one point, but the concerns arose that the only affordable housing projects benefitting from the fund would be at the very low income levels (50% of AMI and below), which could undermine efforts to preserve working wage and missing middle housing options.

President Keller stated concerns that making the wrong choice in amending this program could halt nascent development on the Waterfront and at Waterfront Gateway. David Copenhaver provided preliminary rate of return calculations based on a recent project, the Broadway, which is anticipated to receive the market rate with public benefit MFTE. It was indicated that without any MFTE program the return would be 3.75%, with the pending MFTE proposal it would be 6.5%, and with the fee-in-lieu model proposed here the return would be 6.35%. It was noted that 6.35% was adequate to move forward (as opposed to 3.75%), but other factors came in to play in project feasibility besides the yield of cost, such as availability of funding and debt service options. Debi Ewing encouraged the board and City Council to keep their eye on the intent of the original program and assess when the rental market downtown will be saturated. David Copenhaver expanded on that thought, noting that at some point downtown incentives will need to switch over to business recruitment to employ these new downtown residents, and without those opportunities, downtown will stagnate regardless.

CITIZEN COMMUNICATIONS

None.

ADJOURNMENT

2:06 PM

____
Richard Keller, President

Meetings of the City Center Redevelopment Authority are electronically recorded on audio. The audio tapes are kept on file in the office of the City Clerk for a period of six years.

To request other formats, please contact:
City Manager's Office
(360) 487-8600 | WA Relay: 711
Amanda.Delapena@cityofvancouver.us

Item #8.

Staff Report 175-20

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 11/23/2020

SUBJECT Adoption of a resolution requesting a feasibility study for improved broadband in Clark County by Clark PUD

Key Points

- Access to affordable and quality broadband internet service is critical for enabling access to health care, education, employment opportunities and essential services, providing economic opportunities, and enhancing public health and safety.
- The COVID-19 pandemic has only increased the pressing need for countywide equitable high-speed broadband internet infrastructure.
- Resolution requests Clark Public Utilities District conduct a feasibility study to develop a plan that encourages, fosters, develops, and improves affordable, equitable, quality broadband within the county.

Strategic Plan Alignment

This request of Clark PUD falls under **Goal 10:** Use the city's influence to support community partners' actions, projects, and initiatives that improve our community's livability and prosperity.

Advantage(s)

Study could potentially lead to improved broadband within the county.

Disadvantage(s)

None

Budget Impact

None

Prior Council Review

Council discussed a draft version of the Resolution at the November 16th City Council meeting.

Action Requested

Adopt Resolution requesting a feasibility study for improved broadband in Clark County by Clark Public Utilities.

Aaron Lande, Senior Policy Analyst, 360-487-8612

ATTACHMENTS:

- Resolution

11/23/20

RESOLUTION M - ______

A RESOLUTION requesting a feasibility study for improved broadband in Clark County by Clark Public Utilities.

WHEREAS, access to broadband internet service is critical to full participation in society and the modern economy; and

WHEREAS, increasing broadband access to unserved and underserved areas of the county serves a fundamental governmental purpose and function and provides a public benefit by enabling access to health care, education, employment opportunities and essential services, providing economic opportunities, and enhancing public health and safety; and

WHEREAS, achieving affordable and quality broadband access for all will require additional and sustained investment, research, local and community participation, and partnerships between private, public, and nonprofit entities; and

WHEREAS, the federal communications commission has adopted a national broadband plan that includes recommendations directed to federal, state and local governments to ensure efficient allocation and management of assets that the government controls or influences to encourage network upgrades and competitive entry; and reform current universal service mechanisms to support deployment in high-cost areas, ensuring that low-income American can afford broadband, and supporting efforts to boost adoption and utilization; and

WHEREAS, sustainable and reliable infrastructure helps build strong economies and equitable communities; and

WHEREAS, the COVID-19 pandemic has only increased the pressing need for countywide equitable high-speed broadband internet infrastructure; and

WHEREAS, reliable broadband bridges the digital divide between urban and rural communities, regardless of neighborhood; and

WHEREAS, new, innovative programs that focus on digital equity and inclusion and target the most underserved residents in our cities is possible; and

WHEREAS, strong cities need protected and improved public authority to provide broadband service; and

WHEREAS, cities can promote greater access to high-quality, affordable internet service by working with public partners, residents, and service providers; and

WHEREAS, the installation of dark fiber optic cables should occur whenever feasible in public works projects to lay the foundation for the region's future economy and community; and

WHEREAS, Washington State has set the ambitious broadband expansion goal that by 2026 all Washington businesses and residences would have access to broadband that provides 1 gigabit per second symmetrical (upload and download speeds) broadband service at anchor institutions like schools, hospitals, libraries, and government buildings;

NOW, THEREFORE,

BE IT RESOLVED THAT THE CITY OF VANCOUVER formally requests that Clark Public Utilities District conduct a feasibility study to develop a plan that encourages, fosters, develops, and improves affordable, equitable, quality broadband within the county in order to:

1. Drive job creation, promote innovation, improve economic vitality, and expand markers for Clark County businesses;
2. Serve the ongoing and growing needs of Clark County's education systems, health care systems, public safety systems, industries and business, governmental operations, and citizens; and

3. Improve broadband accessibility for unserved and underserved communities and populations.

ADOPTED at a Regular Meeting of the Vancouver City Council and signed this 23rd day of November 2020.

____

Anne McEnerny-Ogle, Mayor

Attest:

____

Natasha Ramras, City Clerk

Approved as to form:

____

Jonathan Young, City Attorney

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:

$ 7,042,187.36 **this 23rd day of November 2020.**

MAYOR

COUNCILMEMBER

AUDITING OFFICER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
November 10 - November 16	Accounts Payable Checks (see attached)	**$ 3,861,459.82**
November 10 - November 16	Hansen City Payments (see attached)	**$ 4,374.21**
November 10 - November 16	Visa Refunds (see attached)	**$ 175.30**
November 10 - November 16	Payroll Checks (see attached)	**$ 3,176,178.03**
TOTAL		**$ 7,042,187.36**

INVOICE PAYMENTS REPORT

Payment	Payment	Check	Payment	Payment	Payment Payee	Payment Memo if applicable
Supplier Payment	Manual Wire	No Reference	11/6/2020	921.00	State of Washington Department of Licensing	
Supplier Payment	Manual Wire	No Reference	11/10/2020	75.00	HRA VEBA Plan	
Supplier Payment	Manual Wire	No Reference	11/10/2020	3,831.85	ICMA 401A	
Supplier Payment	Manual Wire	No Reference	11/10/2020	171,387.57	ICMA Corp	
Supplier Payment	Manual Wire	No Reference	11/10/2020	24,205.85	ING	
Supplier Payment	Manual Wire	No Reference	11/10/2020	444.50	Oregon SDU	
Supplier Payment	Manual Wire	No Reference	11/10/2020	55,305.26	System (PERS)	
Supplier Payment	Manual Wire	No Reference	11/10/2020	1,571.24	Vancouver Fire Command Officers	
Supplier Payment	Manual Wire	No Reference	11/10/2020	24,624.82	Trust	
Supplier Payment	Manual Wire	No Reference	11/10/2020	4,026.44	Washington SDU	
Supplier Payment	Manual Wire	No Reference	11/10/2020	17,700.00	Washington State Firefighters	
Supplier Payment	Manual Wire	No Reference	11/10/2020	16,985.30	Western States Health & Welfare Trust	
Supplier Payment	Manual Wire	No Reference	11/12/2020	634,847.32	Vancouver	
Supplier Payment	Manual Wire	No Reference	11/12/2020	893,310.87	Internal Revenue Service	
Supplier Payment	Manual Wire	No Reference	11/12/2020	99.33	State of Arizona	
Supplier Payment	Manual Wire	No Reference	11/12/2020	23.60	State of California	
Supplier Payment	Manual Wire	No Reference	11/12/2020	779,486.55	System (PERS)	
Supplier Payment	Manual Wire	No Reference	11/13/2020	8,988.66	Bank Of America N.A. - Remit-To: Charlotte NC	
Supplier Payment	Manual Wire	No Reference	11/13/2020	37,504.60	Gallagher Bassett Services Inc	
Supplier Payment	Manual Wire	No Reference	11/13/2020	24,918.98	State of Oregon Department of Revenue	
Supplier Payment	Manual Wire	No Reference	11/13/2020	216.00	State of Washington Department of Licensing	
Supplier Payment	EFT	EFT-00078753	11/10/2020	68.12	Legal Shield	
Supplier Payment	EFT	EFT-00078754	11/10/2020	12,413.59	Allegiance Benefit Plan Management Inc	
Expense Payment	Direct Deposit	EFT-00078755	11/12/2020	158.50	Todd Lukes	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00078756	11/12/2020	100.00	Nicholas Kujava	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00078757	11/12/2020	102.00	Eugene Chargualaf	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00078758	11/12/2020	100.00	Ryan Boyle	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00078759	11/12/2020	90.06	Aaron Gibson	Employee Reimbursement
Supplier Payment	EFT	EFT-00078760	11/12/2020	296.00	Rotschy Inc	
Supplier Payment	EFT	EFT-00078761	11/12/2020	7,456.25	Rapid Response Bio Clean	
Supplier Payment	EFT	EFT-00078762	11/12/2020	105,519.70	Vancouver	
Supplier Payment	EFT	EFT-00078763	11/12/2020	2,523.28	George Elevator Service LLC	
Supplier Payment	EFT	EFT-00078764	11/12/2020	3,624.68	Fire Systems West	
Supplier Payment	EFT	EFT-00078765	11/12/2020	1,328.38	Rhizors Painting LLC	
Supplier Payment	EFT	EFT-00078766	11/12/2020	23,503.78	The St. Paul's English Evangelical Lutheran Church	
Supplier Payment	Check	17889	11/10/2020	8,585.95	Aflac	
Supplier Payment	Check	17890	11/10/2020	5,179.07	AFSCME Local #307	
Supplier Payment	Check	17891	11/10/2020	1,150.00	Chapter 13 - Trustee	
Supplier Payment	Check	17892	11/10/2020	22,473.40	IAFF Local #452	
Supplier Payment	Check	17893	11/10/2020	682.50	IAM Local #1374	
Supplier Payment	Check	17894	11/10/2020	8,660.74	Life Insurance Company of North America	
Supplier Payment	Check	17895	11/10/2020	575.00	MFS Service Center Inc	
Supplier Payment	Check	17896	11/10/2020	4,234.41	OPEIU Local #11	
Supplier Payment	Check	17897	11/10/2020	576.00	Teamsters Local #58	
Supplier Payment	Check	17898	11/10/2020	297.50	UA Local #290	
Supplier Payment	Check	17899	11/10/2020	890.97	United Way of the Columbia Willamette	
Supplier Payment	Check	17900	11/10/2020	899.40	Vancouver Command Guild	
Supplier Payment	Check	17901	11/10/2020	10,603.22	Vancouver Police Officer Guild	
Supplier Payment	Check	17902	11/10/2020	2,656.80	Western Conference of Teamsters	
Supplier Payment	Check	17903	11/10/2020	1,128.40	Western Metal Industry Pension Plan	
Ad Hoc Payment	Check	17904	11/10/2020	20.00	7-Eleven Store #354933	refund overpmt alarms

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

INVOICE PAYMENTS REPORT

Payment	Payment	Check	Payment	Payment	Payment Payee	Payment Memo if applicable
Ad Hoc Payment	Check	17905	11/10/2020	322.00	American Power Works	refund overpmt CIVICGOV
Ad Hoc Payment	Check	17906	11/10/2020	41.67	Brandon, Kelly & Brent Kley	Utility Refunds: 0039067510-08
Ad Hoc Payment	Check	17907	11/10/2020	257.00	Brandon Wiese & Janae Von Morehouse	Utility Refunds: 0043064000-11
Ad Hoc Payment	Check	17908	11/10/2020	75.00	Carl Lindsey	Utility Refunds: 0042007112-08
Ad Hoc Payment	Check	17909	11/10/2020	9,636.75	Clark Co Emergency Medical Svcs Dist #2	201106
Ad Hoc Payment	Check	17910	11/10/2020	20.00	Compass Micro Inc	refund overpmt alarm
Ad Hoc Payment	Check	17911	11/10/2020	106.88	Dana & Edward Birch	Utility Refunds: 0045001150-05
Ad Hoc Payment	Check	17912	11/10/2020	85.14	Daniel & Debra Williams	Utility Refunds: 0110001300-01
Ad Hoc Payment	Check	17913	11/10/2020	14.86	Daniel Williams	Utility Refunds: 0110001300-01
Ad Hoc Payment	Check	17914	11/10/2020	20.00	Darcie Iven	refund overpmt alarm
Ad Hoc Payment	Check	17915	11/10/2020	78.16	Darter Construction LLC	Utility Refunds: 0500003773-01
Ad Hoc Payment	Check	17916	11/10/2020	96.39	Denisse Barba & Mario Barba Jr.	Utility Refunds: 0115001024-06
Ad Hoc Payment	Check	17917	11/10/2020	111.53	Derrick & Senead Brooks	Utility Refunds: 0005028300-17
Ad Hoc Payment	Check	17918	11/10/2020	150.72	Donald & Yolanda Xepoleas	Utility Refunds: 0101000655-01
Ad Hoc Payment	Check	17919	11/10/2020	72.86	Donna Hebert	Utility Refunds: 0044098100-00
Ad Hoc Payment	Check	17920	11/10/2020	74.14	Donna Hebert , Jeffrey Howell & Janelle Sage	Utility Refunds: 0044098100-00
Ad Hoc Payment	Check	17921	11/10/2020	89.85	Dove Property Management Inc	Utility Refunds: 0023091101-07
Ad Hoc Payment	Check	17922	11/10/2020	228.00	Duane E and Buffy M Harper	Utility Refunds: 0121001444-08
Ad Hoc Payment	Check	17923	11/10/2020	83.00	BLDG	refund overpmt CIVICGOV
Ad Hoc Payment	Check	17924	11/10/2020	59.81	Fred & Mirianne Buslach	Utility Refunds: 0049084222-02
Ad Hoc Payment	Check	17925	11/10/2020	58.90	Ginn Group LLC	Utility Refunds: 0500003518-01
Ad Hoc Payment	Check	17926	11/10/2020	16,515.50	Ginn Group LLC	CMI-278803 refund
Ad Hoc Payment	Check	17927	11/10/2020	27.64	Glen & Karen Hollar	Utility Refunds: 0023032870-02
Ad Hoc Payment	Check	17928	11/10/2020	80.64	Glen Hollar	Utility Refunds: 0023032870-02
Ad Hoc Payment	Check	17929	11/10/2020	89.93	Grand Cam Investment Group LLC	Utility Refunds: 0500003321-01
Ad Hoc Payment	Check	17930	11/10/2020	184.48	Grand Cam Investment Group LLC	Utility Refunds: 0500003323-01
Ad Hoc Payment	Check	17931	11/10/2020	116.99	Hannah Buell	Utility Refunds: 0048003470-03
Ad Hoc Payment	Check	17932	11/10/2020	30.00	Hidden House Market	refund overpmt alarm
Ad Hoc Payment	Check	17933	11/10/2020	144.68	Instrument Northwest	refund pkg permit COV08905
Ad Hoc Payment	Check	17934	11/10/2020	70.35	Jaclyn Anderson & Kristine Bennett	Utility Refunds: 0000006876-02
Ad Hoc Payment	Check	17935	11/10/2020	66.01	Jacqueline Knutson	Utility Refunds: 0022032000-01
Ad Hoc Payment	Check	17936	11/10/2020	20.00	Jacqueline Marsh	refund overpmt alarm
Ad Hoc Payment	Check	17937	11/10/2020	206.54	James L and Margo A Jackson	Utility Refunds: 0097001568-04
Ad Hoc Payment	Check	17938	11/10/2020	76.70	Juan Cartegena	Utility Refunds: 0063823000-07 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	17939	11/10/2020	34.09	Julie Hulbert	Utility Refunds: 0111043338-03
Ad Hoc Payment	Check	17940	11/10/2020	35.83	Konnie O'Hearn	Utility Refunds: 0026014500-02
Ad Hoc Payment	Check	17941	11/10/2020	259.05	Leonard Bertheau & Eun Kyoung Kim-Bertheau	Utility Refunds: 0101021529-06
Ad Hoc Payment	Check	17942	11/10/2020	277.66	Linda and Daniel Ciupei	Utility Refunds: 0067022032-08
Ad Hoc Payment	Check	17943	11/10/2020	215.84	Lisa M Bradley	Utility Refunds: 0067012322-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	17944	11/10/2020	302.64	Marilyn Maclay	Utility Refunds: 0099049945-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	17945	11/10/2020	320.04	Mark Brandsey	Utility Refunds: 0163001084-02
Ad Hoc Payment	Check	17946	11/10/2020	94.91	Mark Phillips	MPE-289955
Ad Hoc Payment	Check	17947	11/10/2020	20.00	Matthew Larue	refund overpmt alarm
Ad Hoc Payment	Check	17948	11/10/2020	145.89	MCM of Washington Inc	Utility Refunds: 0500003401-01
Ad Hoc Payment	Check	17949	11/10/2020	119.00	Merrie Paynter	Utility Refunds: 0006037900-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	17950	11/10/2020	58.40	Metro Overhead Door Inc	MPE-290788
Ad Hoc Payment	Check	17951	11/10/2020	38.77	Nora McMoran	Utility Refunds: 0000009168-02
Ad Hoc Payment	Check	17952	11/10/2020	58.40	OREGON AIRE INC	MPE-290314
Ad Hoc Payment	Check	17953	11/10/2020	58.40	OREGON AIRE INC	MPE-289815
Ad Hoc Payment	Check	17954	11/10/2020	20.00	Pacific Dermatology PC	refund overpmt alarm
Ad Hoc Payment	Check	17955	11/10/2020	270.00	PCS	Burger King (cust #T-4509; inv #99376700 & 99382365)

INVOICE PAYMENTS REPORT

Payment	Payment	Check	Payment	Payment	Payment Payee	Payment Memo if applicable
Ad Hoc Payment	Check	17956	11/10/2020	135.10	Robert & Arlington Manalo	Utility Refunds: 0055039265-01
Ad Hoc Payment	Check	17957	11/10/2020	56.48	Robert Archibal	Utility Refunds: 0026014500-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	17958	11/10/2020	162.71	Ronald Silverman	Utility Refunds: 0006040400-03
Ad Hoc Payment	Check	17959	11/10/2020	79.00	Ryan Linton & Inyeong Kim	Utility Refunds: 0000008077-03
Ad Hoc Payment	Check	17960	11/10/2020	1,823.78	Sarah Malone	20200928
Ad Hoc Payment	Check	17961	11/10/2020	66.47	Senead Brooks	Utility Refunds: 0005028300-17
Ad Hoc Payment	Check	17962	11/10/2020	58.40	SME Solutions LLC	MPE-290686
Ad Hoc Payment	Check	17963	11/10/2020	120.65	Songbird Homes Inc	Utility Refunds: 0500003698-01
Ad Hoc Payment	Check	17964	11/10/2020	36.68	Stephanie Geiger & Kyle Finch	Utility Refunds: 0112014002-04
Ad Hoc Payment	Check	17965	11/10/2020	173.24	The John Sidman Trust	Utility Refunds: 0101000801-04
Ad Hoc Payment	Check	17966	11/10/2020	47.67	Thomas E and Karalee K Renner	Utility Refunds: 0000006938-03
Ad Hoc Payment	Check	17967	11/10/2020	66.99	Valette Paulsen	Utility Refunds: 0022032000-01
Ad Hoc Payment	Check	17968	11/10/2020	244.22	Weekley Homes LLC	Utility Refunds: 0500003501-01
Ad Hoc Payment	Check	17969	11/10/2020	138.00	Yolanda Sanabria	COVID-19 MCC Closure Refund 2007592.058, 2007624.058
Supplier Payment	Check	17970	11/10/2020	212.33	Glendale	
Supplier Payment	Check	17971	11/10/2020	5,805.00	Action Onsite Inc	
Supplier Payment	Check	17972	11/10/2020	2,663.39	Action Technology Systems	
Supplier Payment	Check	17973	11/10/2020	270.83	Advance Auto Parts - Atlanta	
Supplier Payment	Check	17974	11/10/2020	40.32	Airgas, Inc	
Supplier Payment	Check	17975	11/10/2020	500.81	Albina Holdings Inc	
Supplier Payment	Check	17976	11/10/2020	524.32	A-Line Asphalt Maintenance Inc	
Supplier Payment	Check	17977	11/10/2020	798.00	Allegheny Answering Services	
Supplier Payment	Check	17978	11/10/2020	940.45	Allegiance Benefit Plan Management Inc	
Supplier Payment	Check	17979	11/10/2020	7,950.00	Inc - Atlanta	
Supplier Payment	Check	17980	11/10/2020	128.13	Aramark - Pasadena	
Supplier Payment	Check	17981	11/10/2020	4,986.40	Artisan Pro Paint LLC	
Supplier Payment	Check	17982	11/10/2020	375.00	Asian Reporter Publications Inc	
Supplier Payment	Check	17983	11/10/2020	8,086.44	AT & T Mobility II LLC	
Supplier Payment	Check	17984	11/10/2020	13,835.00	Associates	
Supplier Payment	Check	17985	11/10/2020	7,275.00	Bullard Law P. L.	
Supplier Payment	Check	17986	11/10/2020	1,972.74	Cascade Centers Inc	
Supplier Payment	Check	17987	11/10/2020	495.32	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	17988	11/10/2020	7,591.43	CFM Strategic Communications Inc	
Supplier Payment	Check	17989	11/10/2020	16,067.88	Columbia Resource Company	
Supplier Payment	Check	17990	11/10/2020	151.10	Comcast Business - City of Industry	
Supplier Payment	Check	17991	11/10/2020	16,756.88	Comcast Holdings Corporation - Philadelphia	
Supplier Payment	Check	17992	11/10/2020	6,341.40	Correct Equipment Inc	
Supplier Payment	Check	17993	11/10/2020	200,631.26	Del Sol Inc	
Supplier Payment	Check	17994	11/10/2020	7,250.00	Gallagher Bassett Services Inc	
Supplier Payment	Check	17995	11/10/2020	7,362.00	Go Connect	
Supplier Payment	Check	17996	11/10/2020	81,315.77	Halbert Construction Services LLC	
Supplier Payment	Check	17997	11/10/2020	3,469.45	H D Fowler Company Inc	
Supplier Payment	Check	17998	11/10/2020	1,670.80	Invintus Media LLC	
Supplier Payment	Check	17999	11/10/2020	5,797.50	Iron Horse LLC - Remit-To: Iron Horse LLC	
Supplier Payment	Check	18000	11/10/2020	200.55	J-2 Blueprint Supply Co.	
Supplier Payment	Check	18001	11/10/2020	124,359.94	Department	
Supplier Payment	Check	18002	11/10/2020	16,170.00	Krista Thompson	
Supplier Payment	Check	18003	11/10/2020	68,995.95	Structures Inc	
Supplier Payment	Check	18004	11/10/2020	146.34	Mark IV Enterprises Inc	
Supplier Payment	Check	18005	11/10/2020	238.48	Municipal Emergency Services - Chicago	
Supplier Payment	Check	18006	11/10/2020	14,991.72	North Pacific Construction and Remodeling Inc	

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INVOICE PAYMENTS REPORT

Payment	Payment	Check	Payment	Payment	Payment Payee	Payment Memo if applicable
Supplier Payment	Check	18007	11/10/2020	8,799.24	Passport Labs Inc.	
Supplier Payment	Check	18008	11/10/2020	665.00	Paul Lewis	
Supplier Payment	Check	18009	11/10/2020	30,689.89	PBS Engineering and Environmental Inc	
Supplier Payment	Check	18010	11/10/2020	2,892.20	Portland Mechanical Construction LLC	
Supplier Payment	Check	18011	11/10/2020	9,045.84	PPC Solutions Inc	
Supplier Payment	Check	18012	11/10/2020	1,484.00	R & M Plant Procurement	
Supplier Payment	Check	18013	11/10/2020	208.67	Rentokil North America Inc	
Supplier Payment	Check	18014	11/10/2020	6,913.62	Retail Lockbox Inc	
Supplier Payment	Check	18015	11/10/2020	489.50	River City Environmental	
Supplier Payment	Check	18016	11/10/2020	78,182.96	San Diego Police Equipment Co Inc	
Supplier Payment	Check	18017	11/10/2020	733.44	Dallas	
Supplier Payment	Check	18018	11/10/2020	2,726.25	State of Washington State Patrol	
Supplier Payment	Check	18019	11/10/2020	599.46	Towing & Recovering Services Inc	
Supplier Payment	Check	18020	11/10/2020	277.20	Triple J Enterprises	
Supplier Payment	Check	18021	11/10/2020	16,692.04	Vancouver Watersheds Council	
Supplier Payment	Check	18022	11/10/2020	1,419.34	Walter E Nelson Company	
Supplier Payment	Check	18023	11/10/2020	3,405.55	Waste Connections - Vancouver	
Supplier Payment	Check	18024	11/10/2020	1,437.84	Management Los Angeles	
Supplier Payment	Check	18025	11/10/2020	70,263.83	Workday Inc	
Supplier Payment	Check	18026	11/10/2020	5,285.34	Natural - Portland	
Supplier Payment	Check	18027	11/10/2020	375.00	Northwest Print Inc	
Supplier Payment	Check	18028	11/10/2020	399.00	Inc	
Supplier Payment	Check	18029	11/10/2020	62.50	Qwest Corp - Remit-To: Qwest Corp- Seattle	
Supplier Payment	Check	18030	11/10/2020	1,462.92	Remit-To: WADOT - PO Box 47305	
Supplier Payment	Check	18031	11/10/2020	720.00	Triangle Resources Inc	
Supplier Payment	Check	18032	11/10/2020	14.45	United Parcel Service	
Supplier Payment	Check	18033	11/10/2020	10,000.00	States Postal Service Carol Stream IL	
Supplier Payment	Check	18034	11/10/2020	1,413.25	Waste Connections - Vancouver	
Supplier Payment	Check	18035	11/10/2020	40.69	Ziply Fiber	
Expense Payment	Check	18036	11/10/2020	170.00	Daniel Kumpula	Employee Reimbursement
Supplier Payment	Check	18037	11/13/2020	7,000.00	Vancouver Downtown Association	
			SUBTOTAL	**3,861,459.82**		
Hansen			11/15/2020	4,374.21	City Payments	Posted 11-09-20 to 11-15-20
			SUBTOTAL	**4,374.21**		
Visa			11/15/2020	65.00	Miscellaneous	Parks Class Refunds - FCC 11-09-20 to 11-15-20
Visa			11/15/2020	110.30	Miscellaneous	Parks Class Refunds - MCC 11-09-20 to 11-15-20
Visa			11/15/2020	0.00	Miscellaneous	Parks Class Refunds - Special Events 11-09-20 to 11-15-20
Visa			11/15/2020	0.00	Miscellaneous	Parks Class Refunds - WREC 11-09-20 to 11-15-20
			SUBTOTAL	**175.30**		
			TOTAL	**3,866,009.33**		

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City of Vancouver
Payroll Council Report
November 10, 2020 - Novemeber 16, 2020

Check No.	Date	Explanation	Amount
2763-2776	11/10/20	**21 2020 Payroll**	$ 14,196.63
77031-78716	11/10/20	**21 2020 Direct Deposits**	$ 3,161,981.40

$ 3,176,178.03