

City Council Meeting Agenda February 24, 2025

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

All City Council workshops and meetings are broadcast ([live closed captioning available](#)), CVTV cable channels 23 / HD 323, and on the [City's Facebook page](#).

Public testimony will be accepted regarding any matter on the agenda below. Advance registration will be required.

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

Testimony will be accepted in the following manner:

- **Written comments submitted in advance:** [Email comments to the City Council](#) until 12:00 p.m. February 24, 2025. Comments will be compiled and sent to the City Council and entered into the record.
- **In-person or remote testimony during the meeting:** Register in-person at City Hall. In-person registration is open until 6:30 p.m. on February 24, 2025. Instructions will be provided on-site. Register to testify online. Online registration is open until 12:00 p.m. on February 24, 2025.

Visit the [city's website](#) for more information and to register under Public Participation or call the City Manager's Office at (360) 487-8600.

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

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

Workshops: 4:15-6:00 p.m.

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

HP, Inc. East Master Plan

(Approximately 45 minutes)

Mark Person, Senior Planner, mark.person@cityofvancouver.us

Comprehensive Plan Update

(Approximately 1 hour, to immediately follow the previous workshop)

Rebecca Kennedy, Deputy Community Development Director, Mark Person, Senior Planner,
rebecca.kennedy@cityofvancouver.us, mark.person@cityofvancouver.us

Council Dinner / Administrative Updates (6:00 - 6:30 PM)

Regular Council Meeting

6:30 PM

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

Pledge of Allegiance

Call to Order and Roll Call

Approval of Minutes

Minutes - February 10, 2025

Community Communication

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

Consent Agenda

The following items will be passed by a single motion to approve all listed actions and resolutions. There will be no discussion on these items unless requested by Council. If discussion is requested, the item will be moved from the Consent Agenda and considered separately – after the motion has been made and passed to approve the remaining items.

1. Construction Acceptance - 2024 West Curb Ramps Project - ITB 24-18

Staff Report: 031-25

Request: On Monday, February 24, 2025, accept the 2024 West Curb Ramps project as constructed by Halme Excavating, Inc. of Battleground, Washington, and authorize release of retainage bond, subject to receipt of all documentation required by law.

Mario Lechuga, Civil Engineer 2, mario.lechuga@cityofvancouver.us

2. Construction Acceptance - SE Mill Plain 139th to 164th Water Quality Retrofits - ITB 24-16

Staff Report: 032-25

Request: On Monday, February 24, 2025, accept the SE Mill Plain 139th to 164th Water Quality Retrofits as constructed by Interlaken Inc, of Fairview, OR, and authorize the release of retainage bond, subject to receipt of all documentation required by law.

Aron Rice, Senior Civil Engineer, aron.rice@cityofvancouver.us

3. Contract Amendment - Approval for an Increase in Purchasing Supply and Delivery of Various Types of Fuel in Bulk Quantities - Contract C-101853

Staff Report: 033-25

Request: On Monday, February 24, 2025, authorize the City Manager, or designee, to increase being requested would raise the contract threshold from \$300,000 to \$1,725,000 for purchasing unleaded and R99 renewable diesel fuels.

Jake Mahan, Senior Management Analyst, jake.mahan@cityofvancouver.us

4. Contract Approval - Columbia River Mental Health Services Mobile Opioid Treatment Program - Contract #C-101839

Staff Report: 034-25

Request: On Monday, February 24, 2025, authorize the City Manager or designee to approve a revised agreement with Columbia River Mental Health Services for the Mobile Opioid Treatment Program.

Jamie Spinelli, Homeless Response Manager, jamie.spinelli@cityofvancouver.us

5. Professional Services Agreement - Columbia River Mental Health Mobile Health Program Expansion - C-101838

Staff Report: 035-25

Request: On Monday, February 24, 2025, authorize the City Manager, or designee, to execute Professional Service Agreement with Columbia River Mental Health in the amount of \$1,199,291.43 for expansion of Mobile Health program

Jamie Spinelli, Homeless Response Manager, jamie.spinelli@cityofvancouver.us

6. Contract Award - Professional Service Agreement 2026 Comprehensive Water System Plan Update - C-101897

Staff Report: 036-25

Request: On Monday, February 24, 2025, authorize the City Manager, or designee, to execute a professional services agreement between the City of Vancouver and consultant West Yost for an estimated amount of \$590,641.

Nick Massey, Civil Engineer, Nick.Massey@cityofvancouver.us

7. Professional Service Agreements - On-Call Wastewater Treatment Engineering Planning and Design Services

Staff Report: 037-25

Request: On Monday, February 24, 2025, authorize the City Manager, or designee, to execute Professional Service Agreements in the amounts listed above with Brown and Caldwell; Consor North America, Inc.; David Evans and Associates, Inc; HDR Engineering, Inc.; Jacobs Engineering Group, Inc.; Kennedy/Jenks Consultants, Inc.; Stantec Consulting Services, Inc.; Wallis Engineering, PLLC; Water Systems Consulting, Inc; and West Yost for wastewater engineering planning and design

services on an as-needed basis for five years.

Frank Dick, Wastewater Treatment Program Manager, frank.dick@cityofvancouver.us

8. Urban Forestry Grant - Modified Subaward Agreement with The Corps Network

Staff Report: 038-25

Request: On Monday, February 24, 2025, authorize the City Manager, or designee, to execute the attached Urban Forestry Grant Modified Subaward Agreement with The Corps Network.

Charles Ray, Urban Forester, charles.ray@cityofvancouver.us

9. Resolution to Accept Donation from Estate of Anna Hammon

A RESOLUTION accepting a bequest from Anna Hammon to support the Vancouver Fire Department.

Staff Report: 039-25

Request: On Monday, February 24, 2025, adopt a resolution to accept a \$40,000 donation from the Estate of Anna Hammon issued through the Community Foundation of Kittitas County.

Ron Gibson, Financial Analyst, Ron.Gibson@cityofvancouver.us

10. Downtown Access, Mobility & Parking Plan

A RESOLUTION adopting a Downtown Access, Mobility and Parking Plan.

Staff Report: 040-25

Request: On Monday, February 24, 2025, adopt a resolution approving the Downtown Access, Mobility & Parking Plan.

Patrick Quinton, Economic Development Director, Gabe Montez, Parking District Manager, patrick.quinton@cityofvancouver.us, gabriel.montez@cityofvancouver.us

11. Amendments to City Council Policy 100-32

A RESOLUTION relating to City Council policies and procedures for "City Council Meetings;" amending City Council Policy 100-32.

Staff Report: 041-25

Request: On Monday, February 24, 2025, adopt a resolution amending City Council Policy 100-32.

Nena Cook, Deputy City Attorney, nena.cook@cityofvancouver.us

12. Amendment to City Council Policy 100-33

A RESOLUTION relating to City Council policies amending City Council policies and procedures for “Councilmember Appointment to Boards and Commissions,” amending City Council Policy 100-33.

Staff Report: 042-25

Request: On Monday, February 24, 2025, adopt a resolution amending City Council Policy 100-33.

Nena Cook, Deputy City Attorney, nena.cook@cityofvancouver.us

13. Amendments to City Council Policy 100-34

A RESOLUTION relating to City Council policies and procedures for “City Council Relations with City Staff,” amending City Council Policy 100-34.

Staff Report: 043-25

Request: On Monday, February 24, 2025, adopt a resolution amending City Council Policy 100-34.

Nena Cook, Deputy City Attorney, nena.cook@cityofvancouver.us

14. Approval of Claim Vouchers

Request: Approve claim vouchers for February 24, 2025.

Public Hearings

The following item(s) are scheduled for public hearing. Members of the public addressing Council are requested to give their name and city of residence for the audio record. Unless otherwise announced by the Presiding Officer, speakers are to limit their testimony to three minutes for each public hearing.

15. Maxon Road Right-of-Way Vacation

AN ORDINANCE vacating the right-of-way associated with SE Maxon Road, located on the south side of SE 19th Street, east of Ellsworth Road, located within the Northwest Quarter of Section 3 and the Northeast Quarter of Section 4, Township 1 North, Range 2 East, Willamette Meridian, City of Vancouver, Clark County, Washington; and providing for an effective date.

Staff Report: 022-25

Request: On Monday, February 24, 2025, upon second reading and a public hearing, approve the ordinance to vacate a portion of public right-of-way associated with SE Maxon Road located within the Northwest Quarter of Section 3 and the Northeast Quarter of Section 4, Township 1 North, Range 2 East, Willamette Meridian.

Ryan Lopossa, Streets and Transportation Manager,
ryan.lopossa@cityofvancouver.us

Communications

A. From the Council

B. From the Mayor

C. From the City Manager

Homeless Situation Report Update

Community Forum

This is the place on the agenda where the public is invited to speak to Council regarding any matter. Members of the public addressing Council are requested to give their name and city of residence for the record. Speakers are to limit their testimony to a total of three minutes. Up to 90 minutes will be allotted for the Community Forum.

Adjournment

City Hall is served by C-TRAN. Route information and schedules are available online at www.c-tran.com. You also may reach C-TRAN at (360) 695-0123 for more information on times, fares, and routes.

Anyone needing language interpretation services or accommodations with a disability at a Vancouver City Council meeting may contact the City Manager's staff at (360) 487-8600 (RELAY: 711). Assistive listening devices and live Closed Captioning are available for the deaf, hard of hearing and general public use. Please notify a staff person if you wish to use one of the devices. Every attempt at reasonable accommodation will be made. To request this agenda in another format, please also contact the phone numbers listed above.



CITY OF
Vancouver
WASHINGTON

HP East Master Plan

City Council Workshop

Mark Person, Senior Planner
Community Development Department
February 24, 2025



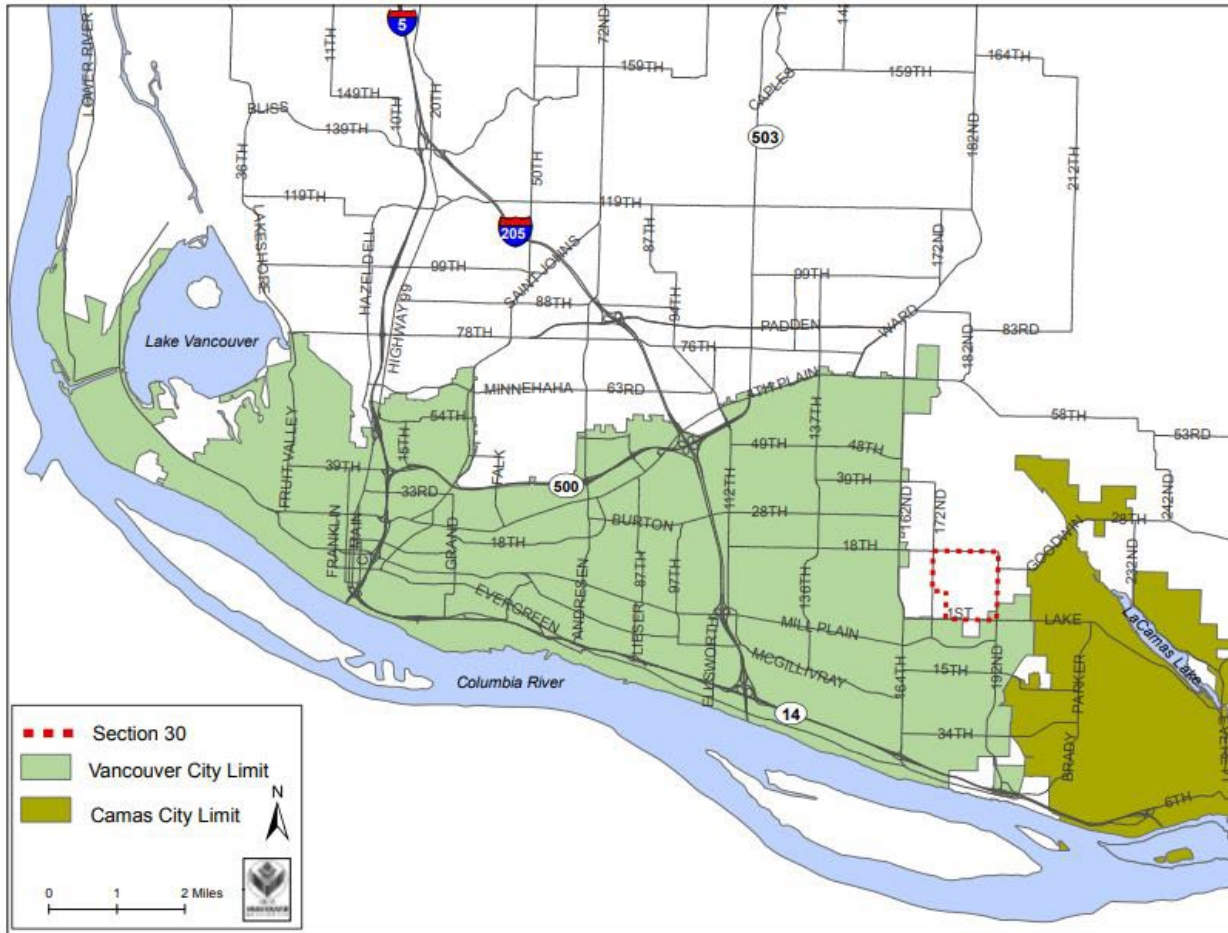
Overview

- History of Section 30
- Overview of Section 30 and Design Guidelines
- Area Planning/Context
- Site Form
- Infrastructure and Transportation
- Sustainability
- Public Outreach
- Next Steps



HP East Master Plan

History of Section 30



HP East Master Plan

HP's Selection of the City of Vancouver and Section 30

HP's commitment to Vancouver

- HP has a deep community connection developed over nearly four decades.
- Great employee base, great place to do business and desire to build on that foundation.
- Confidence in ability to grow with the City of Vancouver.
- HP undertook a nationwide search in 2018 and 2019 to determine where to invest in a new development and determined that Vancouver provides its employees with a livable community where they can live, work and play.

Section 30

- One of the last large swaths of vacant land within the City's urban growth boundary.
- Prime candidate of the appropriate scale and zoning near HP's current facilities.
- The opportunity to transform a former mine site into an office, research & development and other uses consistent with ECX zoning and the HP-City of Vancouver Development Agreement.

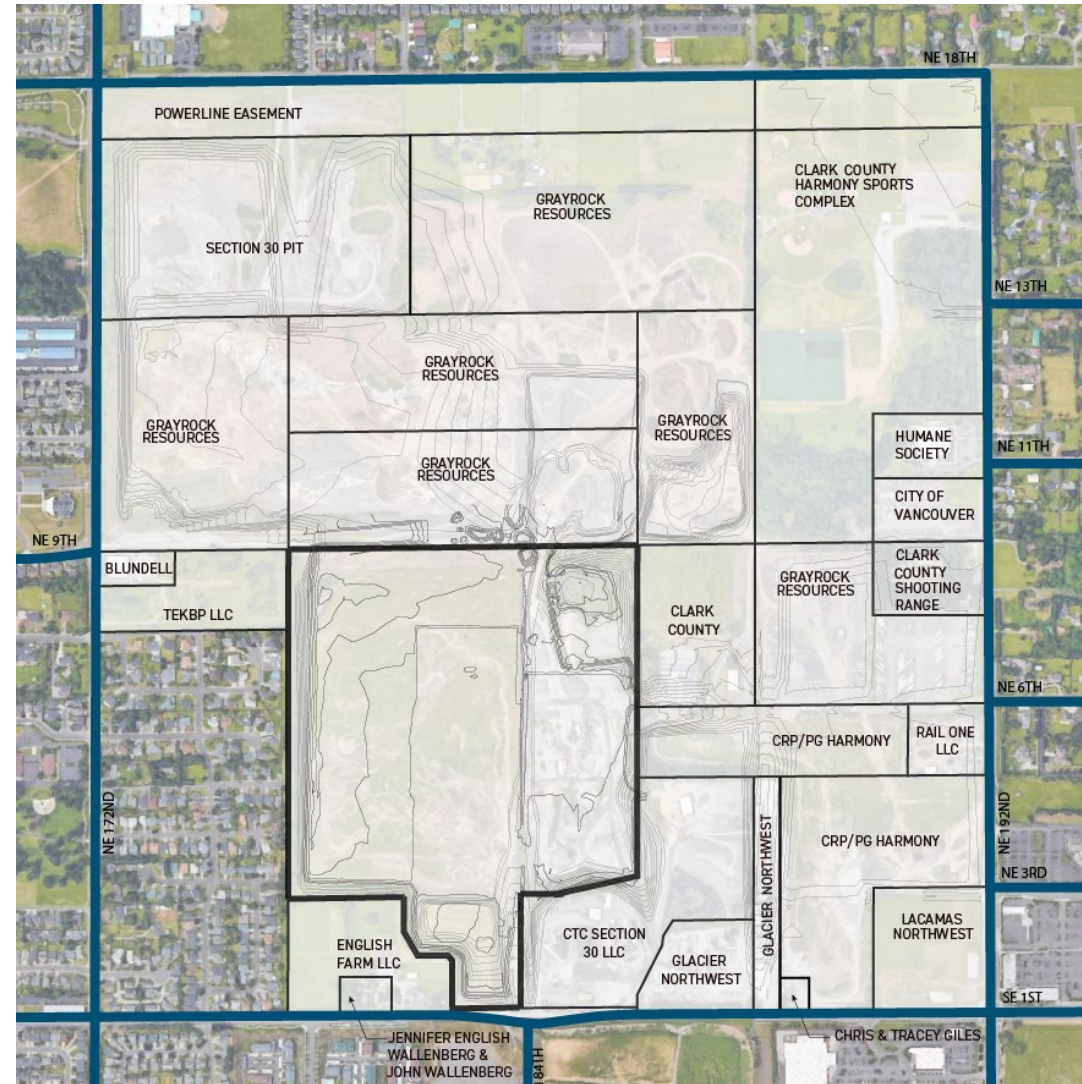


HP East Master Plan

Section 30 Property Ownership

Of the 553 acres, 140 acres of Section 30 is publicly owned by Clark County, the City of Vancouver, and the Bonneville Power Administration.

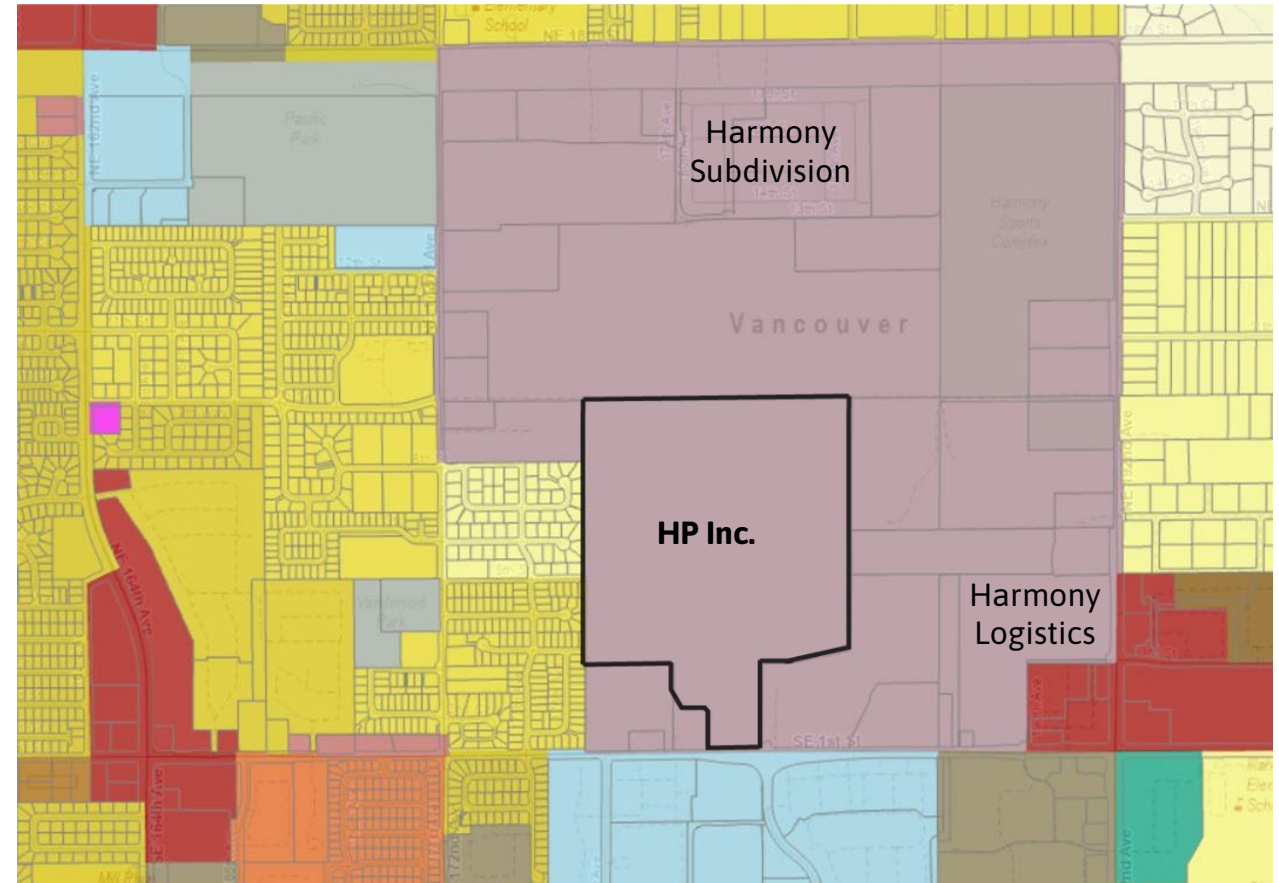
Other large property owners include CTC Section 30 LLC operated by PacTrust which owns property to the east of the HP property, and Grayrock Resources LLC property which is located to the north and northeast of the HP property.



HP East Master Plan

Section 30 Existing Conditions

- Section 30 carries an ECX zoning designation (with surface mining overlay district)
- Residential uses within the County to the north and west
- Columbia Tech Center to the south
- Residential and commercial uses to the east



HP East Master Plan

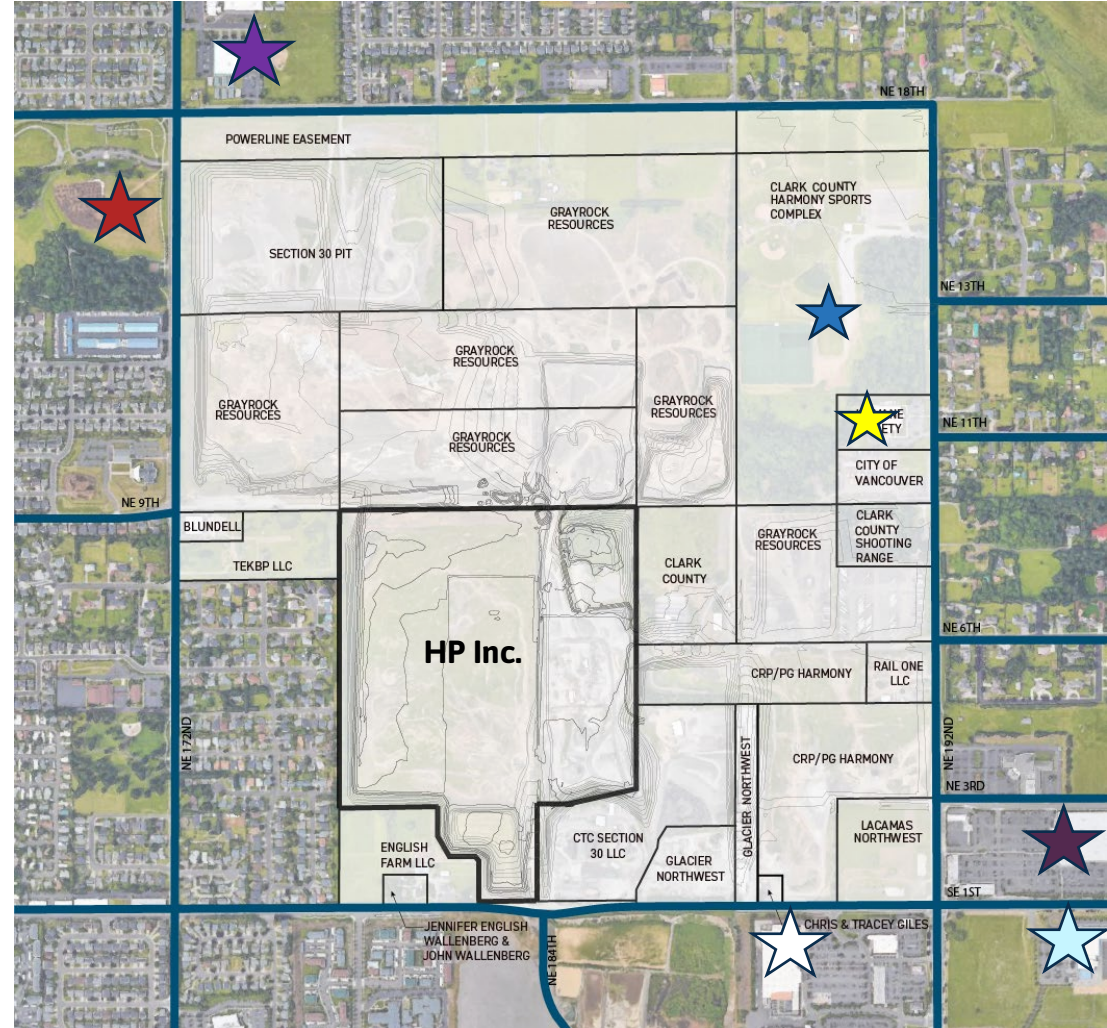
Existing and Surrounding Uses

Existing

-  Harmony Sports Complex
-  Humane Society of SW Washington

Surrounding

-  Pacific Community Park
-  Harmony Elementary School
-  Illahee Elementary School
-  Costco
-  The Home Depot



HP East Master Plan

Existing HP Development Agreement

Vancouver and HP signed a development agreement in December of 2019. The purposes of the Development Agreement as related to the HP East Master Plan are stated as:

- Provide for the mix of uses;
- Reserve transportation capacity for HP's future development;
- Provide for the availability and use of transportation impact fee reductions;
- Provide a process for Developer to reserve sanitary sewer and associated infrastructure capacity;
- Reserve Developer's right to connect to any Section 30 public stormwater; and
- Vest the development to Development Standards



HP East Master Plan

Area Development



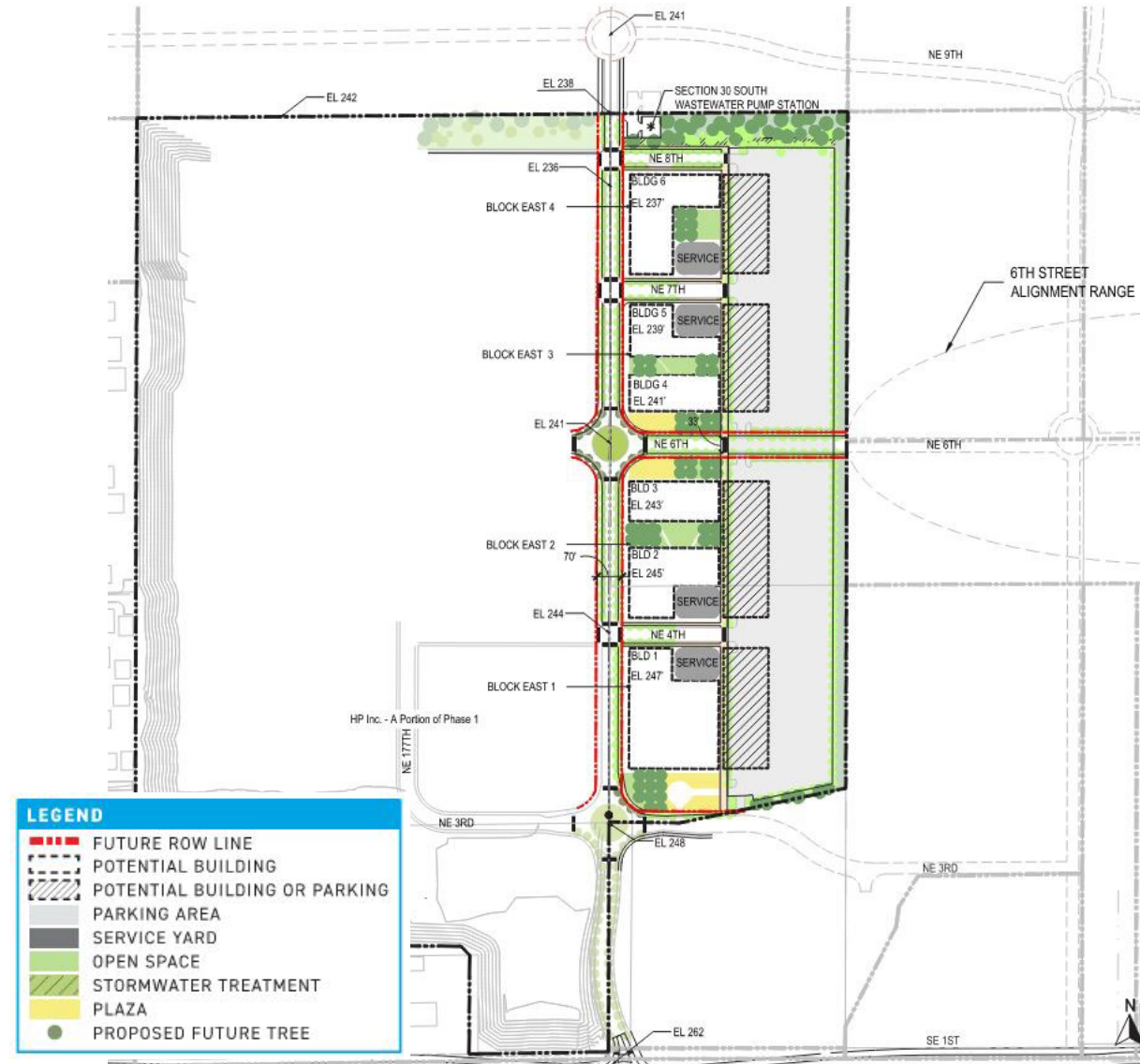
Conceptual aerial view of HP's East Master Plan area in relation to other Section 30 properties.

- The HP East Master Plan builds upon the framework adopted in the 2009 Section 30 Subarea Plan and Design Guidelines and is consistent with the approved DA and HP Master Plan to the west.
- Proposed mix of office, research & development and other uses consistent with ECX zoning and the HP-City of Vancouver Development Agreement.
- Circulation, infrastructure and landscape improvements will be included with each phase of development.
- Sloped banks on the eastern and northern boundaries will provide a natural buffer between the site and neighboring properties.

HP East Master Plan

Full Site Utilization Plan

- The function of the Full Site Utilization Plan (FSUP) is to provide an overall impression of proposed development and to show how the development plan can flexibly respond to changing circumstances over the life of the HP East Master Plan.
- Building footprints on the FSUP show a possible configuration of buildings, parking and open space in each of the four blocks of development.



HP East Master Plan

Sustainability

- HP is a corporate leader in environmental stewardship and has always focused on incorporating environmental sustainability, including constructing sustainable buildings for HP sites in regions where HP operates.
- HP is highly focused on reinventing the workplace as an environment that advances the wellbeing of its people and the planet. HP's industry-leading sustainability standards will be incorporated as a baseline along with additional focus on specific goals maximizing renewable resources and emission reduction.
- HP is on track toward achieving its goals of 100% renewable electricity, 65% greenhouse gas reduction, 35% increase in water efficiency and Zero Waste (90+% of waste diverted from landfills) by 2025.
- HP has achieved triple “A” scores from CDP for transparency and action on climate, forests, and water security for five consecutive years, and has also been recognized as a CDP Supplier Engagement Leader.
- As the HP Vancouver site development is a multi-year project in its early stages, HP will continue to consider the various ways to achieve a technologically smart and green development over time while minimizing its environmental impact.
- Sustainability and longevity will influence the selection of architectural materials and finishes consistent with HP's sustainability goals.



HP East Master Plan

Public Outreach

The applicant completed the following public outreach to date:

- Direct outreach to City Officials via virtual meetings held in the spring and summer of 2024.
- Coordination with other large property owners within Section 30, including Grayrock, CTC Section 30, Clark County, and CRP/PG Harmony Industrial to inform the HP East Master Plan content and coordination of Section 30 infrastructure.
- Direct outreach to residential neighbors west of HP's property to inform them of development activity.
- Coordination with utility, public service, and public transit providers.

City Staff sent a notice of application and Optional SEPA Determination of Nonsignificance to parties within 500' of the site.



HP East Master Plan

Next Steps

- Planning Commission Public Hearing – anticipated March, 11 2025
- City Council Public Hearing – anticipated April 2025
- Members of the public may contact staff to be added to the list for notices of the public hearings



Thank You



Mark Person, Senior Planner,
mark.person@cityofvancouver.us

DATE: February 24, 2025
TO: Vancouver City Council
CC: Mark Person, Senior Planner, Community Development
FROM: Lon Pluckhahn, City Manager

RE: HP East Master Plan

Introduction

This workshop provides an overview of the proposed HP East Master Plan, which includes up to 1,500,000 square feet with a mix of office, research and development, industrial services, manufacturing and production, light industrial uses, as well as the potential for occupant-supported small-scale retail, restaurant, accessory uses, and related parking and associated onsite improvements consistent with the Development Agreement over the entire 98 acres of HP ownership. The proposed HP East Master Plan addresses multimodal transportation access and circulation, street design, parking, potential building location and scale, grading elevations, landscaping and open space, tree canopy, and phasing of development.

A Type IV (legislative) review process is required, including workshop and public hearing review by the Planning Commission, which will forward a recommendation to the City Council. City Council then conducts a second public hearing and renders the final decision. The purpose of this workshop is to provide an overview of the proposal and respond to Council comments and questions prior to coming back for a public hearing next month.

Background/Overview

The proposed Master Plan is located within Section 30. Section 30 was annexed into the City of Vancouver on July 16, 2008. In 2009, the Section 30 Subarea Plan, Plan District and Design Guidelines were adopted. The plan envisions one of Vancouver's largest 21st Century urban employment centers that will attract emerging technology companies and provide for growth in family wage jobs.

Vancouver and HP entered into a Development Agreement in December of 2019 (Clark County Recorded Doc. 5684394).

The HP Master Plan for the 68-acre western portion of the HP property was reviewed and approved by Vancouver City Council in May 2021 (M-4126). Pursuant to the approved master plan, a portion of phase 1 that includes two buildings and associated improvements is currently under construction.

The HP East Master Plan applies to an additional 30-acre property within Section 30 located east of the planned extension of 184th Avenue between NE 3rd and NE 9th streets that was recently acquired by HP. Future development of this 30-acre portion of HP's property will require site plan approval consistent with the HP East Master Plan once approved by Council.

Action being requested and/or timeline/next steps

Anticipated next steps include a Planning Commission public hearing on March 11, 2025, and a City Council public hearing on April 21, 2025.

Staff contact info

Mark Person, Senior Planner, mark.person@cityofvancouver.us

Attachment(s):

1. HP East Master Plan Application
2. 2019 Development Agreement

Keep memos brief, under 3 pages if possible. (Supplemental information provided in attachments not included in memo page count)

HP EAST MASTER PLAN

SEPTEMBER 5, 2024

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Appendix E. Drawings
L1.0 Vicinity Plan
L1.1 Full Site Utilization Plan
L1.2 Parking Plan
L2.0 Master Landscape Plan

01

01 / INTRODUCTION

1.1

A COMMUNITY PARTNER

HP Inc. (HP) has been an active member of the Vancouver (City) community for over 40 years. Over the course of HP's tenure, thousands of people have been employed, raised their families, and become deeply invested in Vancouver community activities. HP's culture has fostered this deep involvement because the company understands its responsibility as a positive influence on communities where HP employees live, work, and play. HP's employees have contributed their time and energy to City of Vancouver committees and task forces and held positions with local non-profits and community organizations.

Community service is a value so deeply ingrained at HP that employees are offered paid volunteer hours and encouraged to apply for the Time-off Community Support Grant, which sponsors employees to volunteer full-time for a week. In addition, HP recently introduced 'We Day', a day for HP employees to volunteer together to maximize impact. In 2024, HP Vancouver sent out 300 volunteers on We Day to various service projects in the community, completing over 800 volunteer hours in one morning.

HP also offers donation matching for employees, grants for non-profit organizations, and sponsorship in their communities. Through HP Vancouver's Community Outreach team, our employees regularly engage in support of a range of nonprofits, including

Clark County Food Bank, Columbia Springs, Humane Society of Southwest Washington, Fort Vancouver Regional Library, Vancouver Watershed Alliance, Firstenburg, Boys and Girls Club, Washington Trails Association, Evergreen Habitat for Humanity, Share Vancouver, Friends of the Children, Janus Youth, YWCA, and Global Watershed Shoreline.

HP protects the City of Vancouver's natural and social environment through its Site Council. The Site Council funds a minimum of \$20,000 annually for HP's Community Outreach team to organize and complete community improvement projects, along with sponsorships and donations to local events such as providing holiday giving trees, Pride parades, and more.

Furthermore, HP supports the next generation of diverse technology experts. Each fall, HP Vancouver employees vote for local nonprofit organizations to receive the HP Imagine Grant, supporting programs that align with the foundation's mission by focusing on education and technology related learning experiences for underrepresented and/or underserved communities. Additionally, HP mentors and trains the next generation of innovators through its annual intern program, HP LIFE program, WSU Vancouver Capstone Project, iUrbanTeen, Girls in STEM, Free Geek, and other programs.



FIGURE 1.A - A COMMUNITY PARTNER

HP is a corporate leader in environmental stewardship and has always focused on incorporating environmental sustainability in everything it does, including constructing sustainable buildings for HP sites in regions where HP operates.

HP's Corporate Real Estate and Workplace Solutions (CREWS) team is highly focused on reinventing the workplace as an environment that advances the wellbeing of its people and the planet. HP's industry-leading sustainability standards will be incorporated as a baseline along with additional focus on specific goals maximizing renewable resources and emission reduction. (SP UD-6).

For example, HP is on track toward achieving its goals of 100% renewable electricity, 65% greenhouse gas reduction, 35% increase in water efficiency and Zero Waste (90+% of waste diverted from landfills) by 2025.

As the HP Vancouver site development is a multi-year project, and HP will continue to consider the various ways to achieve a technologically smart and green development over time while minimizing its environmental impact.

1.2 BACKGROUND

In 2018, HP reviewed its options for planned growth over the next 15-20 years for office, research and development, and other uses consistent with the Development Agreement, and determined the City of Vancouver an excellent location to expand its footprint. HP's deep community connection, developed over nearly four decades, gave the company confidence to continue to grow with the City of Vancouver as it moves forward to develop the last large swath of vacant land currently within the City's urban growth boundary in Section 30. (SP LU-1).

In 2009, the City of Vancouver set forth a vision to transform 553 acres of land historically used for aggregate extraction and processing into a new employment center / mixed-use neighborhood in the Section 30 Urban Employment Center Subarea Plan. Approximately 140 acres of Section 30 property is publicly owned by Clark County, the City of Vancouver, and the Bonneville Power Association. The HP East Master Plan represents one of the recent development proposals within the Section 30 area. HP currently owns approximately 98 acres of property in Section 30. The HP East Master Plan extent is comprised of approximately 30 acres of HP's 98 acres north of NE 3rd Street, near the intersection of NE 184th Avenue and SE 1st Street, as depicted in Figure 1.B. (SP LU-10).

This Master Plan will govern development of the HP property, over the next 10-15 years and beyond. The Master Plan sets forth HP's vision of a multi-building development, which in combination across HP's property, may be comprised of up to 1.5 million gross square feet (GSF) consistent with the Development Agreement. Proposed uses will be similar to existing uses in HP's other Vancouver work spaces, including office, research and development, and other uses consistent with the Development Agreement, as well as the potential for occupant-supported small-scale retail, restaurant and accessory uses. (SP LU-13).

The HP East Master Plan extent is zoned Employment Center Mixed Use (ECX). It is bordered on the west by HP Greenfield Master Plan area, to the south and east by the CTC Section 30 LLC property, CRP/PG Harmony Industrial Owner LLC and Clark County, and to the north by Grayrock Resources LLC. In order to prepare the Master Plan, HP incorporated input from neighboring Section 30 property owners to anticipate appropriate development to the north and east. Those assumptions are used to assess longer-term development of the entire plan area. (SP UD-1-2).



**FIGURE 1.B - HP EAST MASTER PLAN
AND SECTION 30 EXTENT**

1.3

A CATALYST FOR DEVELOPMENT IN EAST VANCOUVER

The HP East Master Plan and the development anticipated to occur over the next 10-15 years as a result of the plan's adoption will be a catalyst for investment and employment growth within the City. The HP East property will be developed in phases to create a comprehensive new office and research development.

Section 30's status as a mostly undeveloped former aggregate extraction and processing area means that a new vision for infrastructure is required at the outset to ensure that development of the area can be served by necessary public services from utilities to a new multi-modal street grid. This new vision is being implemented with HP's first building in the HP Greenfield Master Plan area. In this visioning process, HP has worked with project neighbors to identify Section 30 infrastructure needs. In addition, the Master Plan incorporates landscape design guidance, and other design elements to support plan approval. (SP LU-5).

HP and the City have initiated coordination of infrastructure planning for this portion of Section 30. On December 16, 2019, HP and the City entered into a Development Agreement related to HP's property to encourage development throughout Section 30. A copy of the Development Agreement is included as Appendix B to this Master Plan.

The City recognized the need to build Section 30 infrastructure to include a sanitary sewer pump station ("Section 30 South Wastewater Pump Station"), a public stormwater collection facility benefiting from the native gravels along the planned extension of 9th Street, looped water service, and a new road network. The City agreed to reinvest up to \$10,000,000 of City Reinvestment Funds towards Core Public Improvements. Examples of Core Public Improvements include collector and arterial streets, inclusive of all frontage improvements: sidewalks, roundabouts, landscaping, street lighting and water mains. Also included are public recreational trails, public transportation facilities, public stormwater collection facilities, public water facilities, and public sanitary sewer facilities and infrastructure related to each. (DA § 7(b)).

The City agreed that Core Public Improvements include the extension of NE 184th Avenue from HP's first phase to NE 9th Street, construction of NE 9th Street between NE 172nd Avenue and NE 184th Avenue, payment of System Development Charge fees (including the One Pacific Agreement related to sewer fees), any developer-dedicated public recreational trail, and construction of the Section 30 South Wastewater Pump Station (formerly known as the Area 2 Pump Station) and related infrastructure as contemplated in the Subarea Plan. In addition, the City agreed to make Section 30 public infrastructure a top priority in the City's grant writing program and other public funding plans. (DA §§ 4(f), 7) (SP LU-6, UD-8).



FIGURE 1.C - CONCEPTUAL AERIAL VIEW OF SECTION 30 PROPERTIES

An aerial view of the Section 30 properties and their surroundings are shown looking northeast with the 30-acre HP East development illustrated in concept, along with the illustration of the HP Inc. – A Portion of Phase 1 development to the west of the 30-acre HP Master Plan East extent. Roundabouts on NE 184th Avenue are shown, with the principal entry to the property from SE 1st Street shown bottom right and additional roundabouts at NE 3rd, NE 6th and NE 9th Streets.

1.4

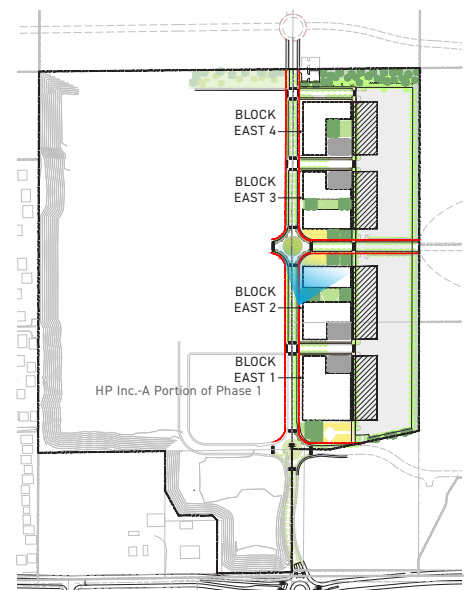
MASTER PLAN PURPOSE

The HP East Master Plan is intended to set forth clear objectives for development of HP's 30 acres of property. The plan incorporates the City's visions, goals, and policies that are set forth in several Section 30 planning documents described in greater detail below under Section 1.5 Regulatory Context. In addition, this Master Plan discusses phased development of the HP East property and phased infrastructure plans to serve HP's uses and, where applicable, other surrounding Section 30 properties. Further, the plan takes into consideration surrounding uses, and long-term development of the entire plan area to analyze street and pedestrian connectivity, transitional grades between surrounding development sites, stormwater management, open space connectivity, utility service, and traffic impacts. (SP TR-10, MS-2-5).

HP's future development will be subject to site plan approvals that are consistent with this Master Plan and the Development Agreement. Since the Master Plan governs the development of the HP East property over the long-term, the City's processes allow for refinement and the potential for modifications of the plan document. Graphic illustrations in this Master Plan are conceptual in nature. If refinement is necessary, HP will undertake the requisite review for such changes. Further, as identified in the Development Agreement, HP may purchase other property within Section 30 and in the company's discretion may, with the City's consent, annex such later-purchased property into this Master Plan through future amendment. (DA §§ 4(c), 8(j)).



**FIGURE 1.D - CONCEPTUAL VIEW OF BLOCK EAST 2
LOOKING NORTHEAST FROM NE 184TH AVENUE**



KEY PLAN

1.5

REGULATORY CONTEXT

The following documents provide specific direction for master planning in Section 30:

- › Section 30 Urban Employment Center Subarea Plan, 2009, presenting the vision and policies related to the future development of properties within the Section;
- › Section 30 Urban Employment Center Design Guidelines, 2009 (“Design Guidelines”), implementing the Subarea Plan vision;
- › Vancouver Municipal Code (“VMC”), particularly portions of Chapter 20.690, that govern the Master Plan requirements. (DA § 4(d)(vii)).

In addition, HP and the City of Vancouver entered into a Development Agreement on December 16, 2019 to vest HP to certain site-specific development standards, recorded in the City’s Development Standards binder. Within this regulatory context, HP provides this Master Plan to bring high quality development to East Vancouver marrying planning and design to create an attractive office, research and development (and other uses consistent with the Development Agreement), as a central economic development use within Section 30. (DA §§ 4(d), 26).

As observed in the Development Agreement, the above set of regulations anticipated development to occur on a parcel-by-parcel basis, instead of a coordinated effort led by HP’s catalyzing development involving a significant portion of Section 30’s privately owned land.

However, the Subarea Plan did anticipate flexibility in its application and is referred to as a framework that envisioned a joint effort for development between the City and property owners, and between HP and its neighbors. This Master Plan is a further step to turn the framework into a reality and transform Section 30 into the neighborhood envisioned in the Subarea Plan.

The content of this Master Plan is arranged to respond directly to topics as addressed in the Design Guidelines. Each section also refers to relevant portions of the Development Agreement, and other documents listed above, and in the Appendices. A Regulatory Compliance Matrix has been prepared (included in the listed reference documents) that correlate specific sections of City Planning Documents, City Code, and the City of Vancouver-HP Inc. Development Agreement to associated sections within this Master Plan. The HP East Master Plan will establish a site-specific path for development in Section 30 that creates a high quality built and landscaped environment that is both respectful to preexisting neighboring communities, and supportive of the new mixed-use community that will grow to the north and east of the HP property. HP uses parenthetical notations within this document to show where particular portions of the Master Plan address Subarea Plan Policies (referred to as SP), Design Guidelines (referred to as DG), the City code (referred to as VMC), and Development Agreement (referred to as DA).



FIGURE 1.E - EXISTING CONDITIONS WITHIN SECTION 30

Existing conditions within Section 30 including HP property under development (top), Harmony Sports Complex (bottom left) and vision for a public park from Section 30 Subarea plan (bottom right).

02

02 / AREA PLANNING

2.1

VISION FOR THE HP PROPERTY

HP proposes a mix of office, research and development, and other uses consistent with the Development Agreement, as well as the potential for occupant-supported small-scale retail, restaurant and accessory space, and related parking and associated onsite improvements. These uses are consistent with ECX zoning of the site.

Development of HP's property has begun with a portion of Phase 1 at an improved entry point from SE 1st Street where NE 184th Avenue will extend north to the future alignment of NE 4th Street. Future phased development consistent with the Development Agreement will occur across the HP property. (DA § 4(b)).

Circulation, infrastructure and landscape improvements will be expanded as necessary with each phase of development. The Subarea Plan contains a concept for a public recreational trail along the western boundary of the HP property. The recreational trail location in the Subarea Plan is conceptual and allows for deviation to be determined through the master plan process. To meet the goals of the Subarea Plan, the recreational trail must be open to the public and must connect north to a location near NE 9th Street and west towards NE 172nd Avenue along or near the northern boundary of the HP property. To satisfy this Subarea Plan goal, a shared use recreational trail on the west and east side of NE 184th will be constructed as part of Phase 1 and will connect north to a location near NE 9th Street in subsequent phases. (SP LU-3, OS-1, OS-2, OS-9, OS-11) (DG A.6.1.c) (DA § 8(d), Ex. 6, p. 3).

Banks at HP's east boundary will be stabilized and landscaped, providing a natural buffer between site development and existing neighboring properties. The Full Site Utilization Plan (FSUP) shows the long-term configuration of the developed site. Development contemplated in this Master Plan is expected to take 10-15 years and possibly longer as HP explores opportunities to fully buildout the 98 acre HP property, depending on market conditions and industry demands. Therefore, the FSUP, consistent with VMC 20.690.060.C, proposes potential sizes, locations, configurations and uses associated with buildout of the HP East Master Plan property (consistent with the Development Agreement which allows 1.5 million GSF across the entire HP property, which full development is referred to herein as "up to 1.5 million GSF"). (OS-14) (DA § 4(a)).

Other Uses: The ECX zoning provides for a mix of permitted, limited, and conditional uses that HP can develop on its property, and HP reserves the right to update the Master Plan in the future should other uses be desired. Notwithstanding the range of ECX allowed uses, the HP property shall not be developed with Group Living, Community Recreation, Park & Ride Facilities: Structure, Vehicle Fuel Sales, Rail Lines/Utility Corridors, or Uses listed under RCW 36.70B.170(3)(e). In addition, the VMC contemplates urban neighborhood overlays in Section 30. HP neither seeks application of an Urban Neighborhood Overlay, nor to include a residential component at this time. As a result, this Master Plan does not address residential use specific Subarea Plan policies and Design Guidelines.



FIGURE 2.A - A VISION FOR THE HP PROPERTY

This plan illustrates the general locations dedicated to buildings, open space and parking. Note the zone running north-south along the eastern half of the HP East extent may include either buildings or parking uses depending on HP's future space and area requirements.

LEGEND	
	POTENTIAL BUILDING
	PARKING AREA
	POTENTIAL BUILDING OR PARKING
	SECTION 30 SOUTH WASTEWATER PUMP STATION

2.2

SITE GRADING AND ELEVATIONS

EXISTING GRADES

The HP East Master Plan takes advantage of post-reclamation elevations to use the valley features of Section 30 to create a sense of place and community through a well-connected street system with utilities and services and an environment conducive to bicycling and walking. HP has coordinated with its neighbors to ensure that grade transitions between development sites will create an interesting and cohesive development, while maximizing the developable area of HP and neighboring properties. Finished elevations are indicated on the Vicinity Plan, Sheet L1.0. The remainder of Section 30 provides ample opportunities to accomplish transitional grades as development extends east and north. (SP GE-1-5).

The HP East property is currently a quarry with variable floor elevations ranging from 230 to 250 feet. Surrounding elevations include the CTC Section 30 LLC property to the south and east ranging from 230 to 270 feet, and property to the north ranging

from 240 to 270 feet. Grades at the perimeter of the HP property will be adjusted to provide smooth transitions with the surrounding berms. NE 184th Avenue is currently being constructed from SE 1st Street north to NE 4th Street and will abut the westerly edge of the HP East Master Plan extent. This includes a roundabout at NE 3rd Street with grades around 250 feet going north to NE 4th Street around 244 feet in elevation. NE 6th Street as proposed will slope within an accessible range to meet the proposed grades at NE 184th and the terminus at the HP property line.

HP intends to develop the site to prepare for finished grades between 2% and 4% across the HP East property. The southernmost portion of the 30-acres has been filled and compacted to an approximate elevation of 247 feet, with gentle slopes to the east. These grades are set based upon the development of NE 184th Avenue to the west and NE 3rd Street to the south.

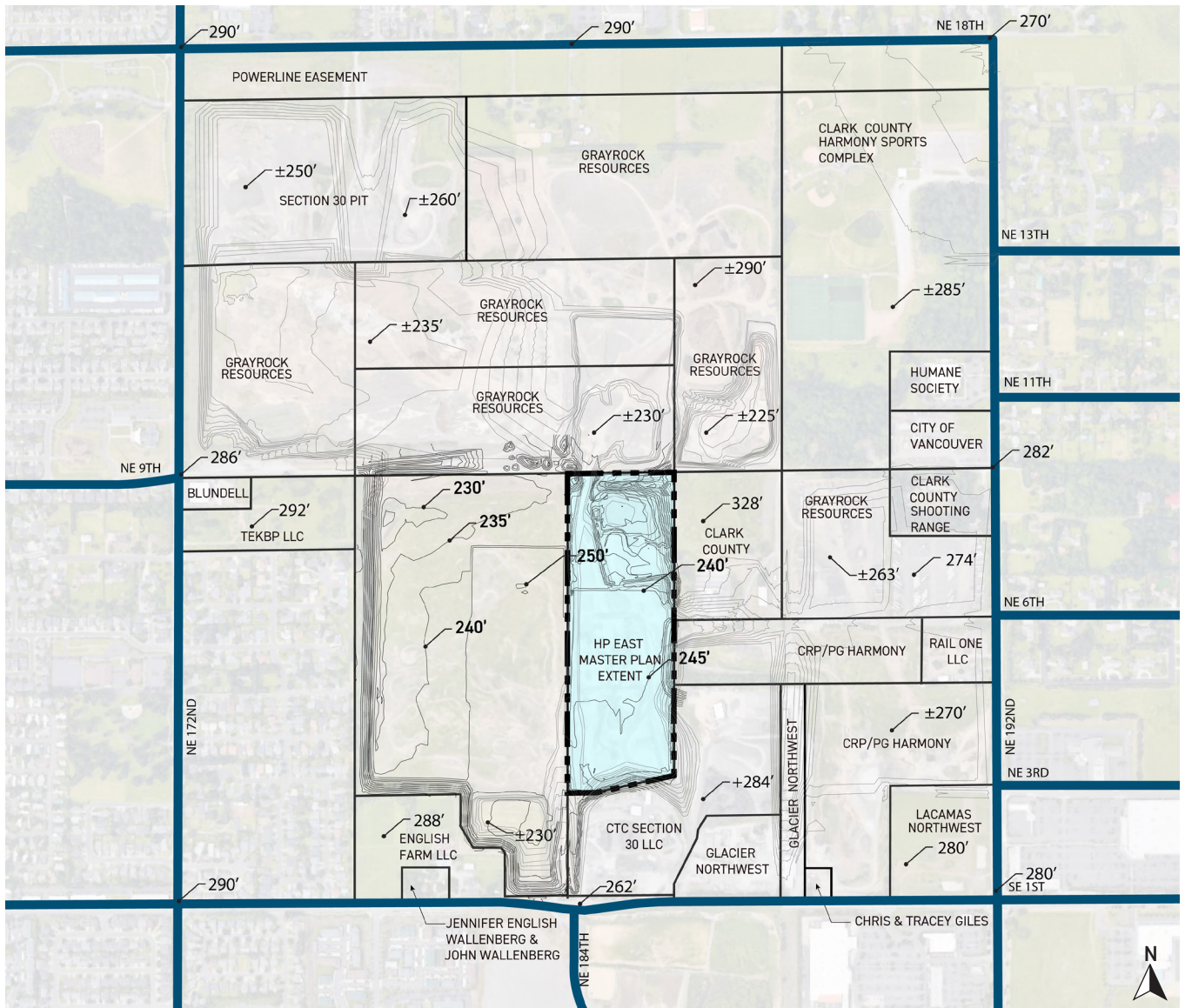


FIGURE 2.B - EXISTING GRADES

The HP East property is 40 to 50 feet below the existing neighborhood to the west and current grade of SE 1st Street.

LEGEND

- EXISTING STREETS
- HP EAST MASTER PLAN EXTENTS

FUTURE GRADES

Extension of a portion of NE 184th Avenue north of SE 1st Street to NE 4th Street is currently underway to provide transportation access to the HP property. The extension of NE 184th Avenue is being constructed as a Core Public Improvement. The extension will serve the HP property and the CTC Section 30 LLC property to the south and east of the HP property. Consistent with the Development Agreement, construction is being coordinated with the City's improvements on SE 1st Street. The northward extension of NE 184th Avenue will slope down approximately 20 feet to access the HP property as it extends north to NE 9th Street. NE 3rd Street will extend east to link the southern portion of the HP East property and CTC Section 30 LLC property to NE 184th Avenue.

The floor of the HP East property is of variable elevation and will be leveled and compacted to a uniform elevation with appropriate grading for storm water drainage. Soils supercharging will precede each phase of development. The proposed elevations and graded perimeter banks to the east will minimize the use of retaining walls, and provide landscaped slopes between building pads, pedestrian paths and streets. (SP TR-10).

Stormwater will be filtered through a bioretention facility or mechanical treatment systems as approved by the City of Vancouver prior to discharging into local or regional infiltration facilities, including, but not limited to, towards the regional stormwater filtration area along the northern property line of the HP property, and included in the design of street improvements, sidewalks, and the recreational trail along NE 184th Avenue. The edge of former quarrying operations will be graded as 2:1 earthen banks along the south, east, and north sides of the

HP East extent. These will be landscaped for stabilization and appearance. The size of the HP property facilitates balancing of cut and fill materials across the site. (SP GE-1-5, OS-4, OS-5, OS-7) (DG A.1.1.a, b, d, e, A.1.2).

HP's property is separated from properties to the east by a drop of 10 to 20 feet and by earthen banks that will be stabilized and landscaped. Both distance and the elevation difference, together with shade trees planted in the parking lots will attenuate noise and take into consideration the views for neighbors across the property. The final grades along the northern, eastern, and southern edges of the HP East extent will be coordinated with the neighboring property owners as development occurs. (OS-16).

The intersection of SE 1st Street and NE 184th Avenue will be the principal entrance to Section 30 from the southwest. Development of the HP East Master Plan will begin at the intersection of NE 3rd Street and NE 184th Avenue. Subsequent HP development phases will continue along NE 184th Avenue sloping gently north to NE 9th Street. (DG A.3.1.a-c) (SP TR-5, TR-6).

Finished grades will slope down approximately 10 feet from the HP East property to the intersection of NE 184th with NE 9th Street. This gentle slope will aid in directing stormwater towards ground recharge areas near NE 9th Street. The finished grades will also accommodate future extensions of NE 3rd and NE 6th Streets to the east, and development of property fronting NE 184th Avenue. Pedestrian and bicycle access to all parts of the developed Section 30 community are taken into consideration in these proposed finished elevations. Therefore, NE 3rd and NE 6th Streets, together with the multi-use recreational trail along NE 184th Avenue between SE 1st and NE 9th Street are being designed with usable slopes for multi-modal accessibility. (SP TR-10) (DA § 8(d), Ex. 6, p. 3).

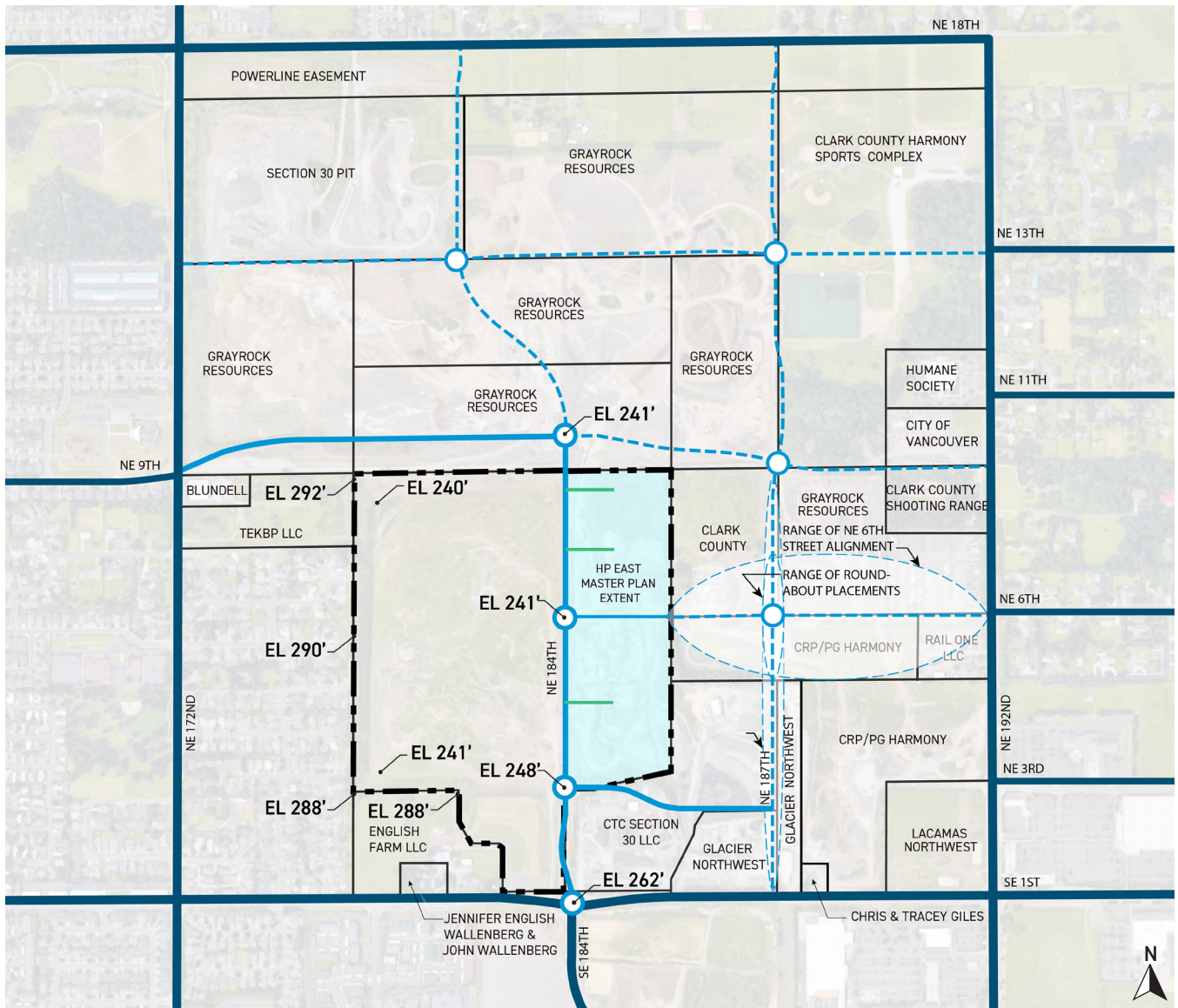


FIGURE 2.C - FUTURE GRADES

LEGEND	
—	EXISTING STREETS
—	PROPOSED STREETS
—	PROPOSED PRIVATE STREETS
- - -	POTENTIAL FUTURE STREETS
- - -	HP PROPERTY LINE
—	PROPERTY LINES

2.3

BUILDING LOCATION AND ORIENTATION

As visitors enter NE 184th Avenue a tree-lined street will open before them with a 12-foot wide recreational multi-use trail. HP's buildings along the east side of NE 184th Avenue will be set back 20 feet from the recreational trail. Access east from NE 184th between groups of buildings will be on public and/or private streets connecting to a tree-lined north-south parking access lane approximately parallel to NE 184th Avenue providing access to building entrances and to parking lots shaded with trees bordering parking aisles and walkways, (see Master Landscape Plan, Sheet L2.0). (DG A.2.1).

The Full Site Utilization Plan summarizes how up to 1.5 million GSF of development will be constructed in phases. As HP plans each phase of development, a mix of uses will be determined to meet the company's employment space needs. The FSUP demonstrates a realistic assessment of future building types and footprint sizes, as well as parking space demand and accommodation of potential future increased density. (SP UD-4).

Section 30 has neither height limits nor floor area ratio (FAR) limits. However, HP recognizes the City's goal of achieving a distinctly urban form of development and compatibility with neighboring uses. Buildings will vary in height, providing for active and pedestrian scale street fronts through façade articulation and the inviting appearance of the new buildings. These building heights will take into consideration mountain views for residential neighbors to the west. Anticipated

FAR at full buildout is 0.5 to 1.0. Boundary treatments will be compatible with surrounding uses and employ architecturally appropriate landscaping and fencing. (DG A.2.2, E.2.1) (SP UD-1-3, UD-9) (VMC 20.690.040.B).

Building footprints depicted on the FSUP indicate the anticipated range of office, research and development, and other uses consistent with the Development Agreement, as well as the potential for occupant-supported small-scale retail, restaurant and accessory space. Larger building footprints will accommodate research and development with limited office, while smaller building footprints will provide options for a mix of the other uses mentioned. (SP LU-4).

The Design Guidelines and VMC 20.690.040(D)(2) define maximum building setbacks from streets other than collectors and arterials, of 10 feet from the back of the sidewalk, with an exception allowed up to 20 feet. This will enable appropriate accommodation of pedestrian facilities and landscape. Consistent with the Development Agreement, this 10 foot minimum landscaped setback is measured from the back of the sidewalk, with the option to exceed the minimum to ensure architecturally sound design of landscaped setbacks taking into account factors including, but not limited to, pedestrian interface, vehicular circulation, and building design. Back of sidewalk also refers to back of a public recreational trail that may be co-located on a public right of way or private street. (DA Ex. 4, p. 2) (VMC 20.690.040(D)(4)).

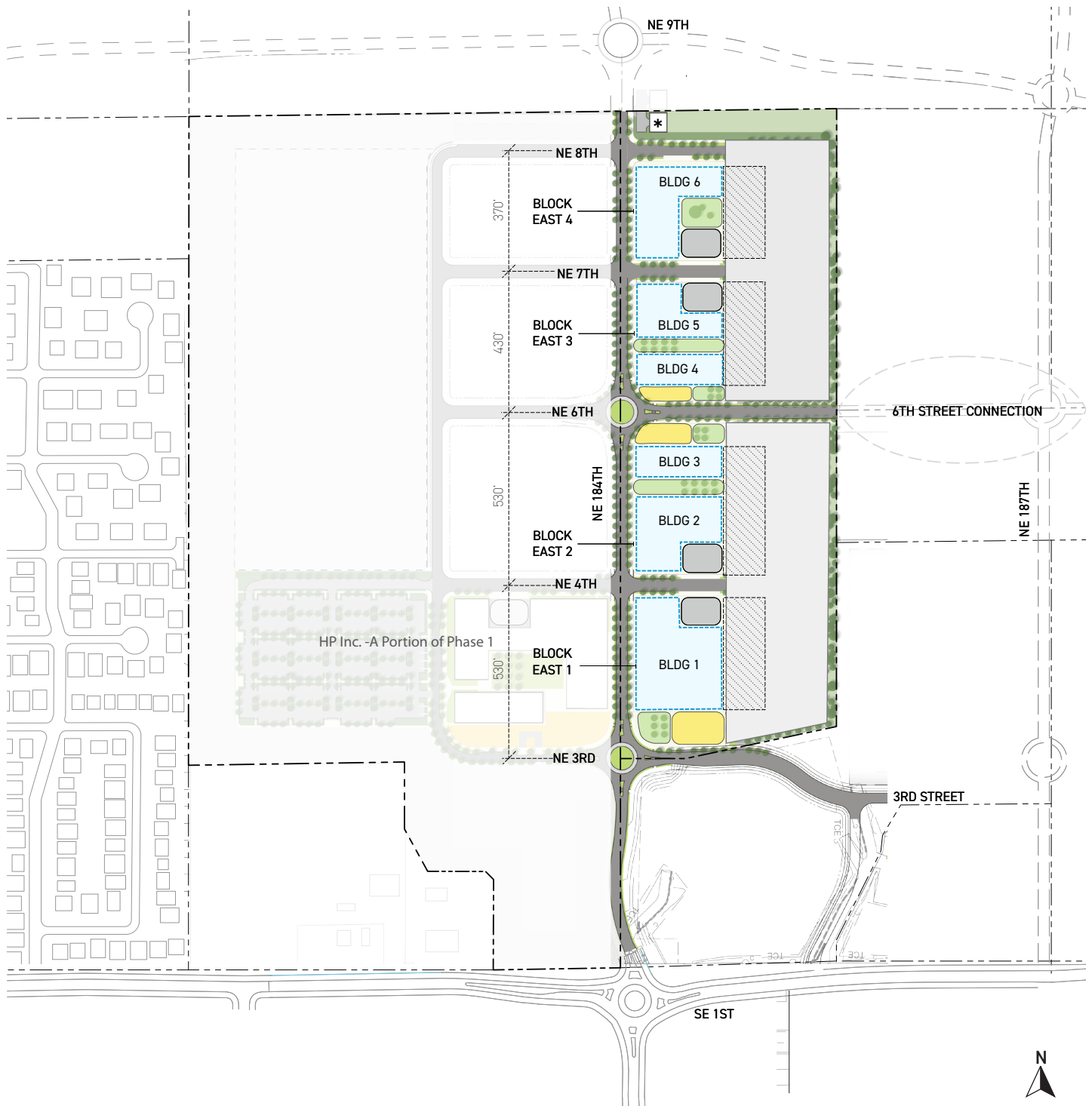


FIGURE 2.D - BUILDING LOCATION AND ORIENTATION

LEGEND	
	POTENTIAL BUILDING
	POTENTIAL BUILDING OR PARKING
	PARKING AREA
	SECTION 30 SOUTH WASTEWATER PUMP STATION

BUILDING LOCATION AND ORIENTATION CONTINUED

Buildings will be arranged around open gardens and plazas, providing a secure environment for circulation, visitor access, employee rest and respite. Pathways will connect these spaces to sidewalks in surrounding streets as shown on the FSUP. A south-north footpath will provide access to gardens and plazas and will connect facilities in all phases of development. (DG A.2.1.b, A.4.1, A.4.2) (SP LU-1, LU-10).

Streets encircle each phase of development, creating a series of city blocks. These blocks will vary in dimension based on the number and type of buildings and internal open spaces. Each block will have a distinctive character. Materials and design details will differ between buildings, although a “family resemblance” will present a unified appearance. The overall impression will be one of compact urban buildings interspersed with plazas and gardens bordered by tree lined streets. (DG D.1.1, D.1.2, D.1.3, D.1.4) (SP UD-13, UD-16).

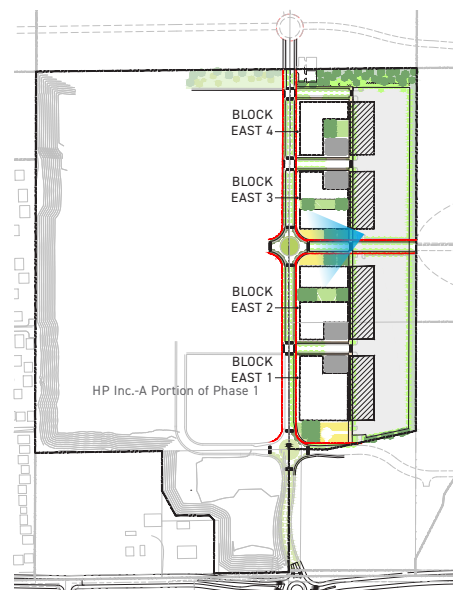
Parking lots east of the buildings will be partly screened by street trees, and partly by lines of shade trees that create separate parking areas. Occupants of taller buildings will look across tree canopies towards the landscaped banks at the eastern boundary. Trees will screen parked cars from most viewpoints (see Master Landscape Plan, Sheet L2.0). Services and utilities will be expanded as necessary to serve each new phase or block of development. (SP UD-12).

The Master Plan's proposed street alignments are based on the conceptual street layouts depicted in the Subarea Plan, and are also informed by HP's communication with surrounding property owners. Two roundabouts will be included between SE 1st Street and NE 9th Street, the first located on an extension of NE 3rd Street and the second aligned to a potential extension of NE 6th Street. SE 1st Street and NE 9th Street will become primary connections to neighborhoods to the west. Connections to the eastern properties in Section 30 will be via NE 3rd, NE 6th, and NE 9th Streets. Roundabouts calm traffic by maintaining slow and constant travel speeds, while minimizing the need for acceleration and breaking. Roundabouts will help make the streets safe for all modes of travel. Other traffic calming tools will be considered to maintain traffic flow and safety as design proceeds. (SP TR-2, 25, 26) (DG B.2.3.c) (DA Ex.6, p. 5) (VMC 20.690.040(E)).



FIGURE 2.E - CONCEPTUAL VIEW OF BLOCK EAST 2 AND BLOCK EAST 3 LOOKING SOUTHWEST FROM NE 6TH STREET

This illustration represents an anticipated relationship between built areas and open space and the connection from buildings onto the east-west roadways.



KEY PLAN

2.4

SCALE AND BUILDING MASSING

Buildings will be designed to be compatible with one another in scale, orientation and massing, but will be expressive of different uses in their outward appearance. Variations in architectural details, materials and colors will be modulated to convey a "family resemblance" between buildings in each group or phase, but differences in appearance and grouping will create a distinctive identity for each phased block within the larger development and will use a mix of details from the Design Guideline's details toolbox. The proposed scale and design will aid direction finding and will avoid the monotony that could otherwise dominate the 30-acre site. Details of the design will be directed principally by functional requirements and the wellbeing of building occupants – both inside and around the buildings. A footpath will provide access to the open spaces in each block connecting all buildings in all phases. (DG D.4.1.a-i).

Buildings will typically be urban in character thereby consistent with the recommendations of the Section 30 Design Guidelines. Buildings may be single or multi-story and configured to be compatible with the pedestrian-scaled spaces around them. Buildings will predominantly be a minimum of 24 feet in height. The design of buildings and open spaces will be coordinated to clearly define building entries, connecting pathways and other features. (DG A.2.2, D.2.1.a).

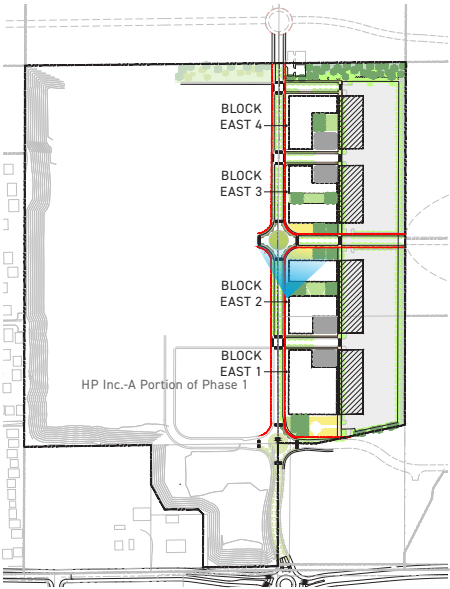
Any façade longer than 120 feet facing a public street will be interrupted with a setback, projection or other device at least 30 feet long and 20 feet deep for the full height of the building. Roof design will vary with building function but will be compatible between neighboring buildings. Rooflines visible from public streets longer than 100 feet will feature changes in profile or other features consistent with articulation of the façade. Blank walls will generally be avoided in locations visible from public streets and pedestrian routes. In cases where such walls are unavoidable, architectural features or landscape devices will be used to soften their appearance and harmonize with adjacent building details and open space features. (DG D.2.2, D.2.3, D.2.6, D.3.1).

Sustainability and longevity will influence the selection of architectural materials and finishes consistent with HP's sustainability goals. Architectural and landscape details will emphasize human scale, especially at building entries and around pedestrian walkways and seating areas. Signage, walls, fences and other landscape features will be compatible in scale and appearance with the architecture. Colors will be coordinated. Masonry or other durable materials will be used below ground floor windowsill levels. (DG D.5.1, D.5.2) (SP UD-6).



FIGURE 2.F - CONCEPTUAL VIEW OF BLOCK EAST 2 LOOKING NORTHEAST FROM NE 184TH AVENUE

This illustration shows the potential relationship between buildings and internal open space with NE 184th Avenue and the recreational trail running along the east side of the road. Buildings are anticipated to be scaled and massed such that they are able to frame open space and create a strong frontage along NE 184th Avenue while also preserving a human scale and pedestrian orientation.



KEY PLAN

CREATE A CONSISTENT STREET WALL ALONG NE 184TH

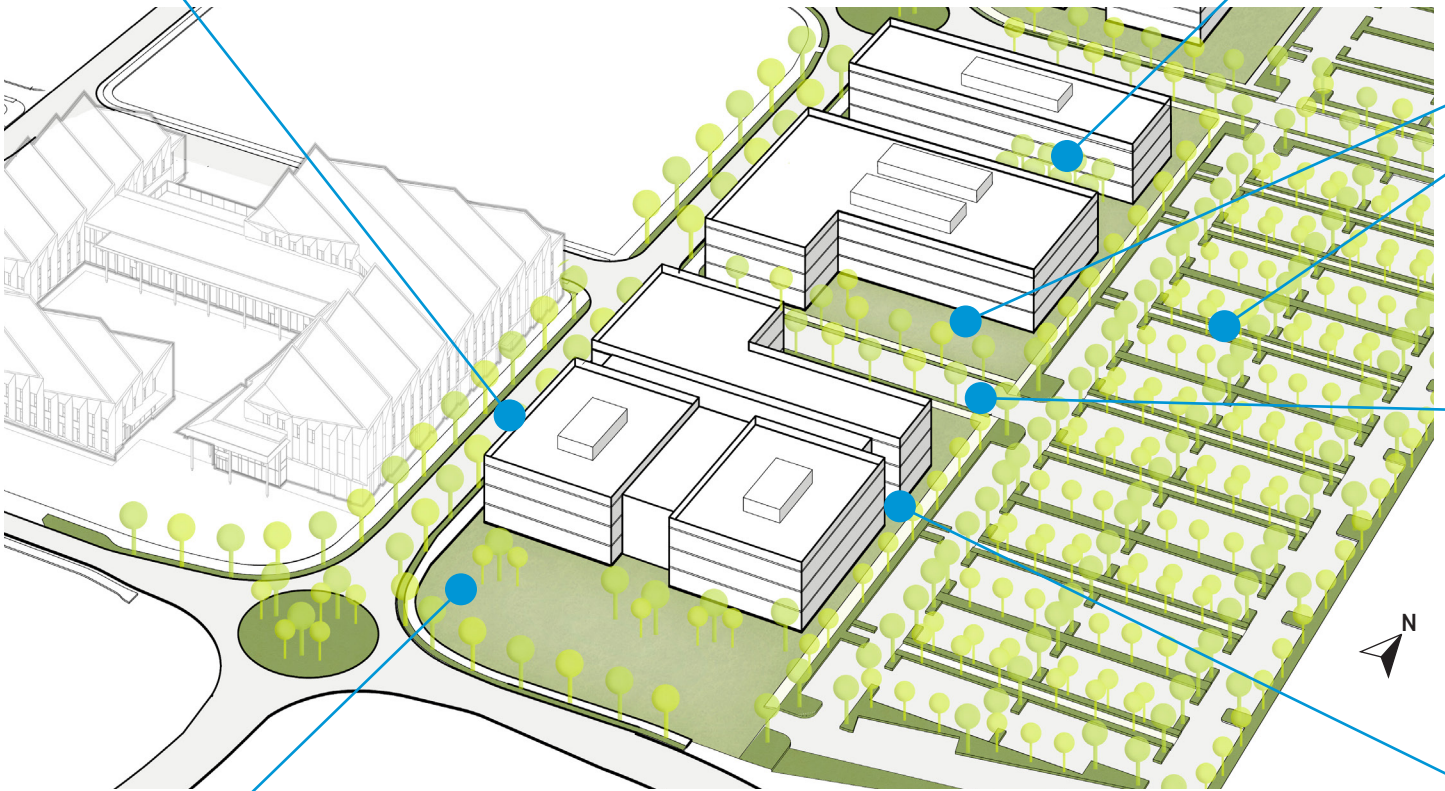


FIGURE 2.6 - BUILDING MASSING CONCEPTS

UTILIZE OPPORTUNITY FOR OPEN SPACE AT ROUNDABOUTS



PROVIDE USABLE OPEN SPACE BETWEEN BUILDINGS



SERVICE AND PARKING AREAS ARE SEPARATED



LOCAL CONNECTIONS ALONG PRIVATE ROADWAYS



DESIGN WITH PEDESTRIAN SCALE IN MIND



2.5

OPEN SPACE AND PLAZAS

Buildings will be interspersed with open spaces and plazas providing occupants with various outdoor opportunities for rest and recreation. Seating areas and informal gathering spaces will be designed to address building occupant needs for open space amenities and to provide welcoming entrances to buildings. Plazas will be designed for solar access and may include raised planters. The plazas and site open space will connect to the sidewalk network, private streets and the multi-modal recreational trail along NE 184th Avenue. (DG A.4.1, A.4.2).

Former quarry slopes between the site and properties to the east are or will be graded to an incline up to a maximum of 2:1 and will be planted to provide a green backdrop to the HP development. These slopes will offer a visually pleasing buffer to neighboring properties. The banks will only be accessed for periodic maintenance. None of these slopes qualify as western slopes in Section 30 under the Design Guidelines. (DG A.6.1).

Trees will line NE 184th Avenue and the streets to the east. Shade trees will line walkways throughout the parking areas and will also be used to separate parking aisles as shown on the Master Landscape Plan, Sheet L2.0. These plantings will help to reduce heat island effects and improve air quality, as well as add to the City's tree canopy cover. (DG E.1.4).

The multi-use recreational trail on the west and east side of NE 184th Avenue, and symmetrical sidewalks on the east side of NE 184th Avenue will connect the HP development to the network of neighborhoods, parks and other features planned for Section 30 development as the HP property extends north over the planning horizon. (DG B.5.2) (DA § 6(e)).

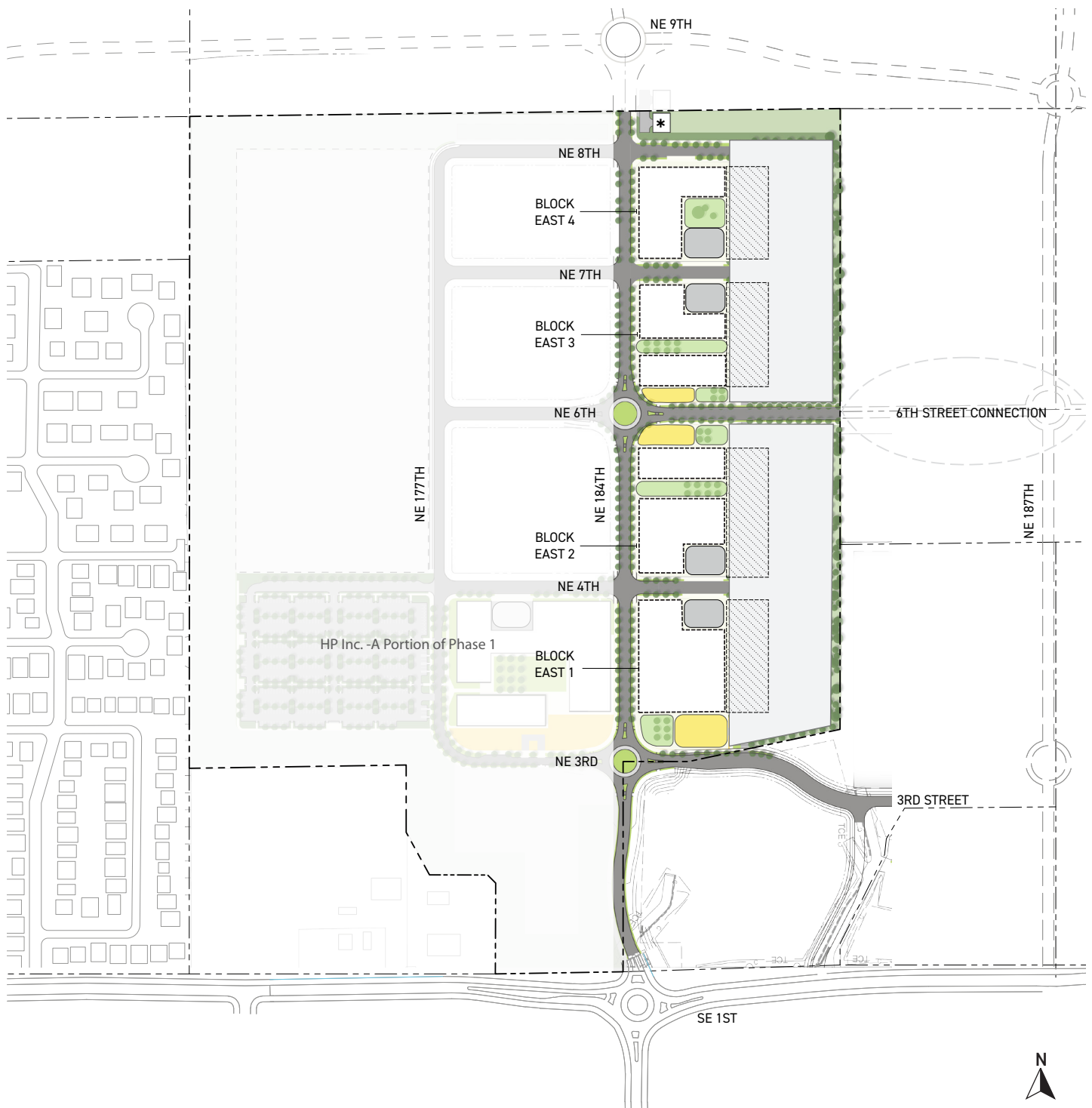


FIGURE 2.H - OPEN SPACE AND PLAZAS

LEGEND	
	LANDSCAPE BUFFER
	PLAZA
	OPEN SPACE
	SECTION 30 SOUTH WASTEWATER PUMP STATION

2.6

GATEWAY STREETS

The HP East extent is not located at the gateway or corner of Section 30 as described in the Design Guidelines and as a result of the alignment of NE 9th Street developed by project neighbors. Nonetheless, the entry to the HP property near the intersection of NE 184th Avenue and NE 9th Street will contain a signature gateway identified by HP monument signs. HP has the option of locating such signature gateway sign on either or both sides of NE 184th Avenue. (DG A.3.1.a-c).

The approach to the HP property from the north will present a different gateway experience, since grade changes will be minimal, and views will be open. The formality of the straight, tree-lined street with a 12-foot wide recreational multi-use trail along NE 184th Avenue will be evident, its east edge contained by the frontages of urban scaled buildings. A monument sign will identify HP at the northern end of its property, where landscaping will favor predominantly native and drought resistant plant materials to establish continuity between phases of development. (DG A.2.2).

Directional signage and lighting along NE 184th Avenue will be coordinated to the needs of those on foot or bicycle as well as drivers, and in coordination with C-Tran to meet public transit requirements. (DA Ex. 6, p. 5).

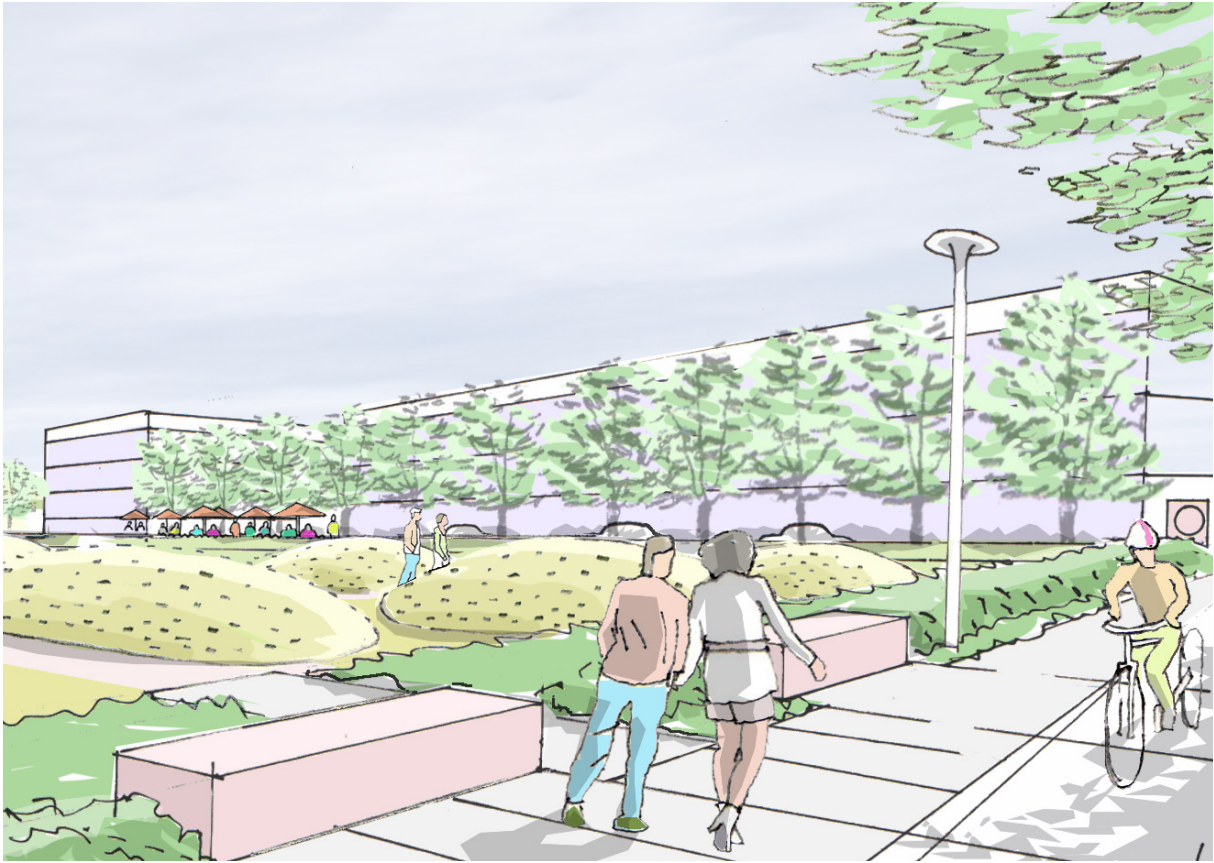
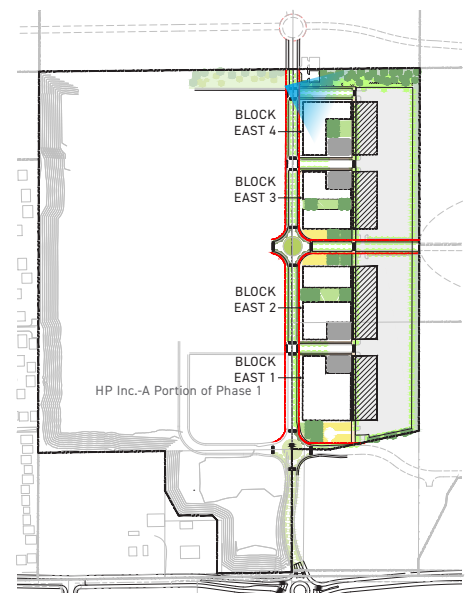


FIGURE 2.1 - CONCEPTUAL VIEW OF NORTHERN GATEWAY LOOKING SOUTH FROM NE 184TH AVENUE

Northern entry with a potential for topographic landscaping and/or signage.



KEY PLAN

2.7

SERVICE ELEMENTS IN THE CONTEXT OF SECTION 30 AND SURROUNDING ZONES

Service traffic and parking access will be via streets east of NE 184th Avenue. The service elements on the HP property will be connected through roundabouts at NE 3rd and NE 6th Streets, and at three intermediate right-in/right-out junctions; two located between the NE 6th and NE 9th Street roundabouts and one between the NE 3rd Street and NE 6th Street roundabouts.

The roundabouts will be designed to accommodate large freight vehicles and will include pedestrian crossings. Service areas are located on the north, south, and east side of building groups to screen them from NE 184th Avenue and maintain the pedestrian scale development along this collector street. All service areas, including garbage and recycling areas, will be screened from view by a 6 foot high wall or fence, have self-closing doors, and will be accessible to large vehicles. Service areas will be consistent in

design with the architecture of the buildings served, using similar materials, colors and detailing. Three foot wide planting strips will be used around service enclosures and may help separate sidewalks and/or surrounding buildings. Roof mounted equipment will be screened from public view by designing such equipment structures as part of the building architecture and designed and placed to reduce intrusive noise. Utility boxes and meters will be accessible from the streets or other portions of the HP property. (DG A.7.2.a-c, A.7.3, A.7.4, A.7.5) (SP UD-15).

The Master Plan recognizes commercial and light industrial land-uses adjacent to the project, and care will be taken to consider the impact of the Master Plan on the views to Mt. Hood from homes along the quarry slope on the western edge of Section 30. (DG A.6.1.a).

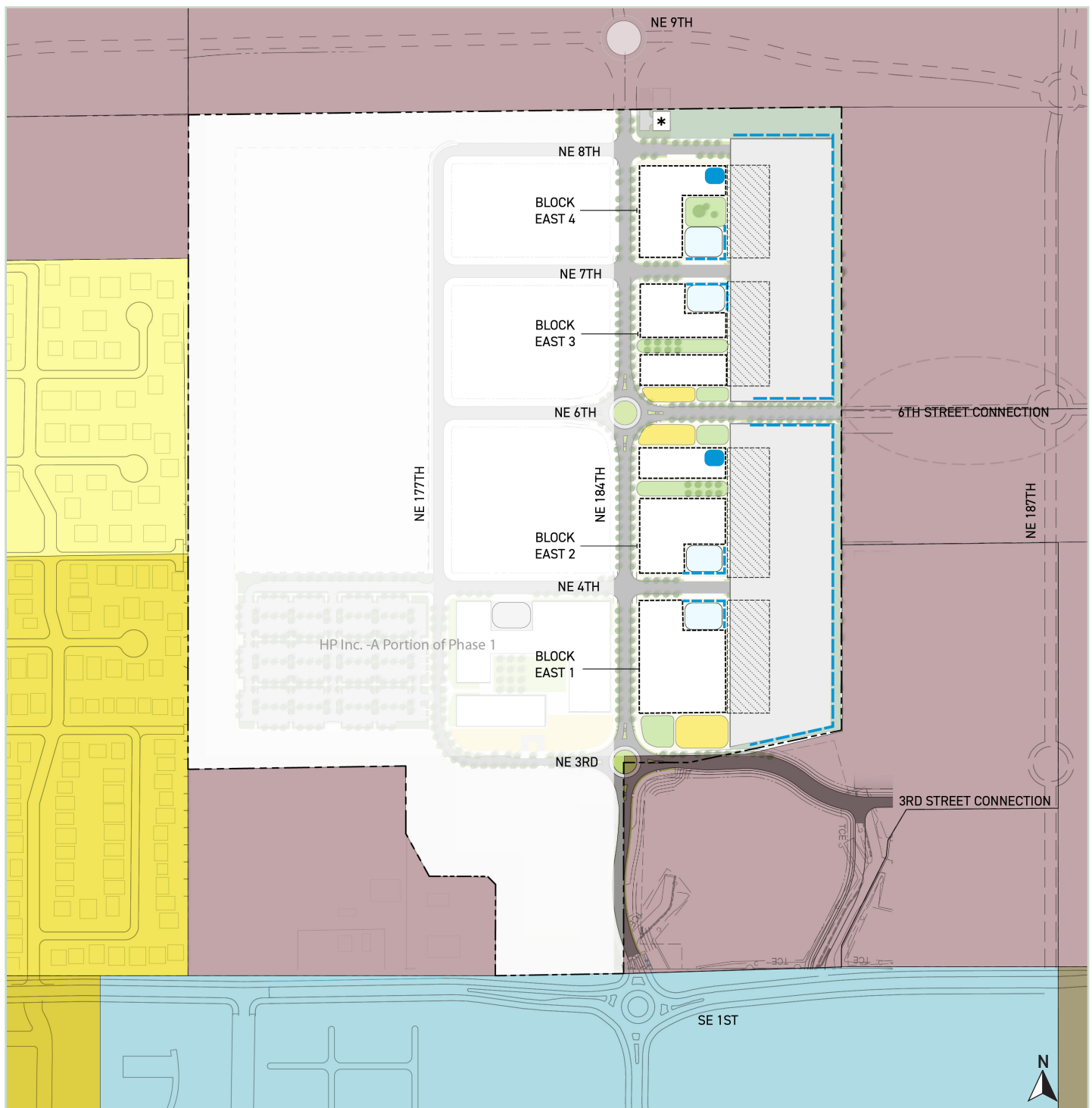


FIGURE 2.J - SERVICE ELEMENTS AND SURROUNDING ZONES

Service yards will be accessed from roadways within the development, but not NE 184th Avenue, and will be screened, as will service meters and other utility equipment.

LEGEND

 SERVICE YARDS	 EMPLOYMENT CENTER MIXED-USE (ECX)
 INTERNAL SERVICE	 SINGLE FAMILY RESIDENTIAL (R1-10)
 SCREENING	 SINGLE FAMILY RESIDENTIAL (R1-6)
 SECTION 30 SOUTH WASTEWATER PUMP STATION	 LOW DENSITY RESIDENTIAL (R-9)
	 LIGHT INDUSTRIAL (IL)
	 MIXED USE (MX)

03

03 / ACCESS, CIRCULATION, AND PARKING

3.1 STREET PATTERN AND LAYOUT

The location and alignment of streets on and adjacent to the HP property are based on the conceptual locations in the Subarea Plan and discussions with impacted landowners within Section 30. The street connections provide the framework for the planned pedestrian oriented employment center, linking employees to commercial and residential neighborhoods elsewhere in Section 30. Frequent points of access from HP buildings to NE 184th Avenue will encourage walking and bicycling rather than automobile use for local trips. Bicycle racks and associated facilities will be located within each group of HP buildings. (DG B.3, B.5.1.c-d).

Access to the HP property will be located at the intersection of the arterial, SE 1st Street and NE 184th Avenue. A roundabout aligned with NE 3rd Street provides access to the street network south of the HP property. Roundabouts at NE 6th Street and NE 9th Street along NE 184th Avenue will connect the HP property to the local street network to the east.

These will be the first elements of a district-wide system of streets, recreational trails and pathways favoring multi-modal transportation, inclusive of connectivity to public transit options. HP is not required to locate a transit facility on HP property. Nonetheless, the Master Plan will accommodate transit

stops on or near arterial streets or local streets in coordination with C-Tran. NE 184th Avenue between SE 1st Street and NE 3rd Street is located on HP and CTC Section 30 LLC properties, as is NE 3rd Street as it extends east from NE 184th Avenue. The northern portion of NE 184th, the NE 184th/9th St roundabout, and NE 9th Street from NE 184th to NE 172nd resides on Grayrock property. CTC Section 30 LLC and Grayrock agree to the roadway alignments in this Master Plan and will coordinate grading plans to accommodate the streets and utilities. NE 6th Street as it leaves the HP property will ultimately cross other Section 30 properties as it extends east to NE 192nd Avenue. HP has coordinated with CRP/PG Harmony Industrial Owner LLC and Clark County on the grading plan for the connection of NE 6th Street as it exits the eastern boundary of the HP property (SP TR-2, TR-3, TR-27, TR-28, PU-6) (DG A.1.1.c, B.4.2) (DA § 8(b)).

Truck routes off of NE 172nd Avenue from NE 9th Street to NE 184th Avenue and 1st Street to 184th Avenue will allow deliveries to the HP property. Today most of HP's deliveries use City-trucks, although other operations that may be located on the HP property may require travel truck deliveries. The design of SE 1st Street, NE 9th Street, and NE 184th Avenue will accommodate a variety of truck sizes. (SP TR-23) (DA Ex. 6, p. 4).

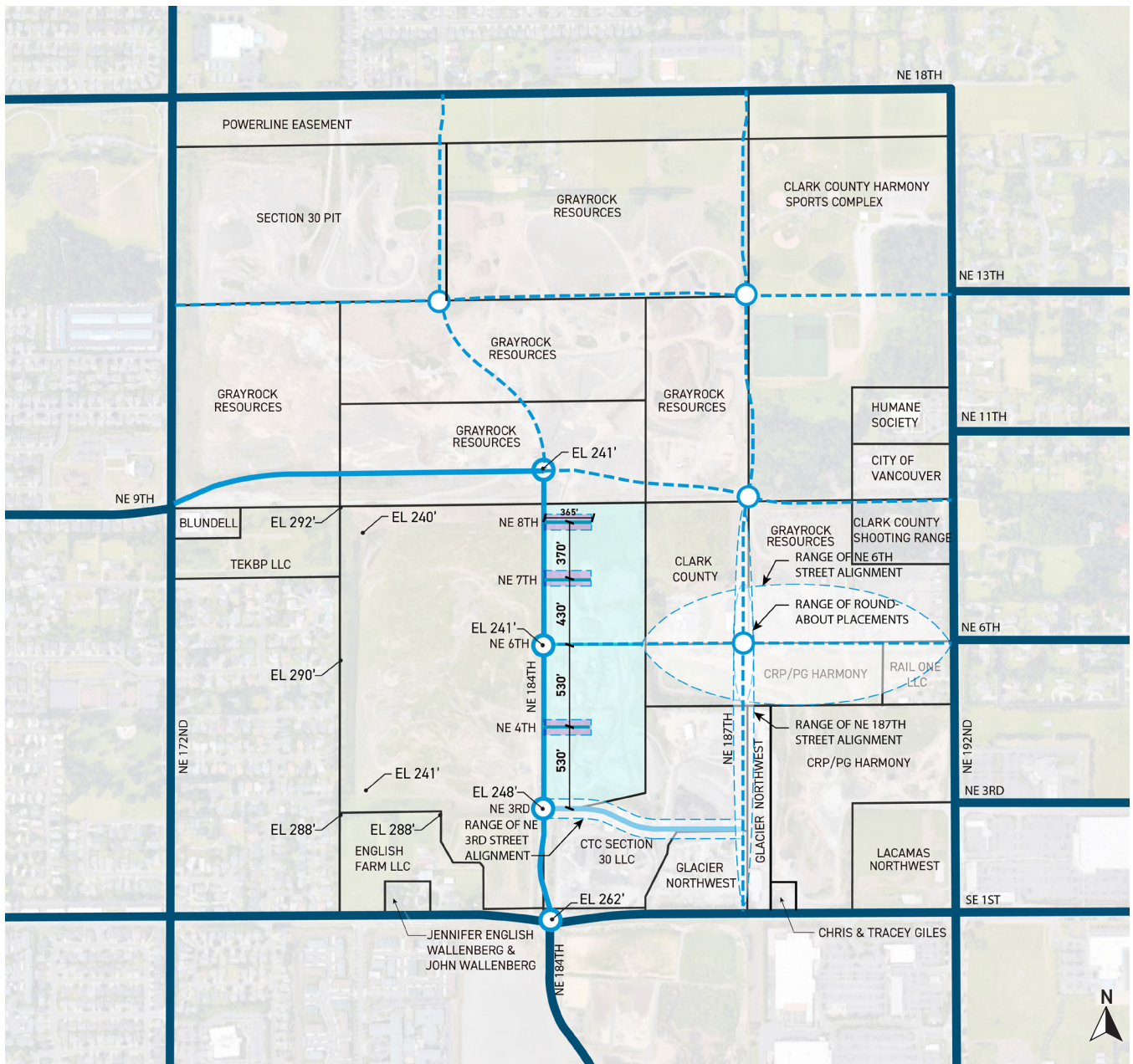


FIGURE 3.A - STREET PATTERN AND LAYOUT

The illustration shows anticipated street layout and hierarchy of roadways. Note potential variation in roadway alignment indicated by filled areas within the HP property for NE 3rd Street, NE 4th Street, NE 7th Street, and NE 8th Street. In addition, there are a range of alignments anticipated for NE 3rd Street, and NE 6th Street as they are extended outside of HP property.

LEGEND	
—	EXISTING STREETS
—	PROPOSED STREETS
---	PROPOSED PRIVATE STREETS
---	POTENTIAL FUTURE STREETS
▨	POTENTIAL PRIVATE STREET AREAS
—	PROPERTY LINES

SITE CIRCULATION

In anticipation of future Section 30 development east of 184th Avenue, roundabouts will be constructed at alignments approved for NE 3rd and NE 6th Streets. These roundabouts will lead to public access streets between HP's phased development and to parking and other facilities serving the buildings. The block lengths along the north-south streets vary between 370 feet and 530 feet, HP reserves the right to reduce minimum separation consistent with the Development Agreement to 200 feet; any deviation in the range between 200 and 600 feet is subject to a City of Vancouver exception. (DG B.1.1.a-c, B.2.1.a, B.4.1) (SP TR-7-8, 20, UD-11) (DA Ex. 4, p. 4).

Consistent with the Development Agreement, maximum block face length shall be 600 feet generally, with the exception to allow maximum block lengths up to 700 feet; while the Master Plan does not currently intend for any block to exceed a 600 foot block length, any potential lengths exceeding 600 feet will be reviewed as part of the site plan review. (DA Ex. 4, p. 4).

As the main collector street through the HP property, NE 184th Avenue will accommodate one vehicular travel lane in each direction, as well as a recreational multi-use trail on the west and east side of the street. Each of these pathways will be separated from the roadway by a landscape strip planted with street trees that will not require irrigation once they are established. In addition to aesthetic appeal, the trees will reduce thermal stresses on the roadway and will improve air quality. On-street parking will not be permitted on NE 184th Avenue between SE 1st Street and NE 9th Street to maintain pedestrian safety and ensure safe and efficient use of the road by vehicles. Pedestrian facilities will include crosswalks installed at the roundabouts, and if necessary to serve connectivity, mid-block pedestrian crossings may be considered as NE 184th Avenue extends north to NE 9th Street. (DG B.2.1, B.2.3.a -c) (SP TR-11-13, 17) (DA Ex. 6, p. 3) (VMC 20.690.040(H)).

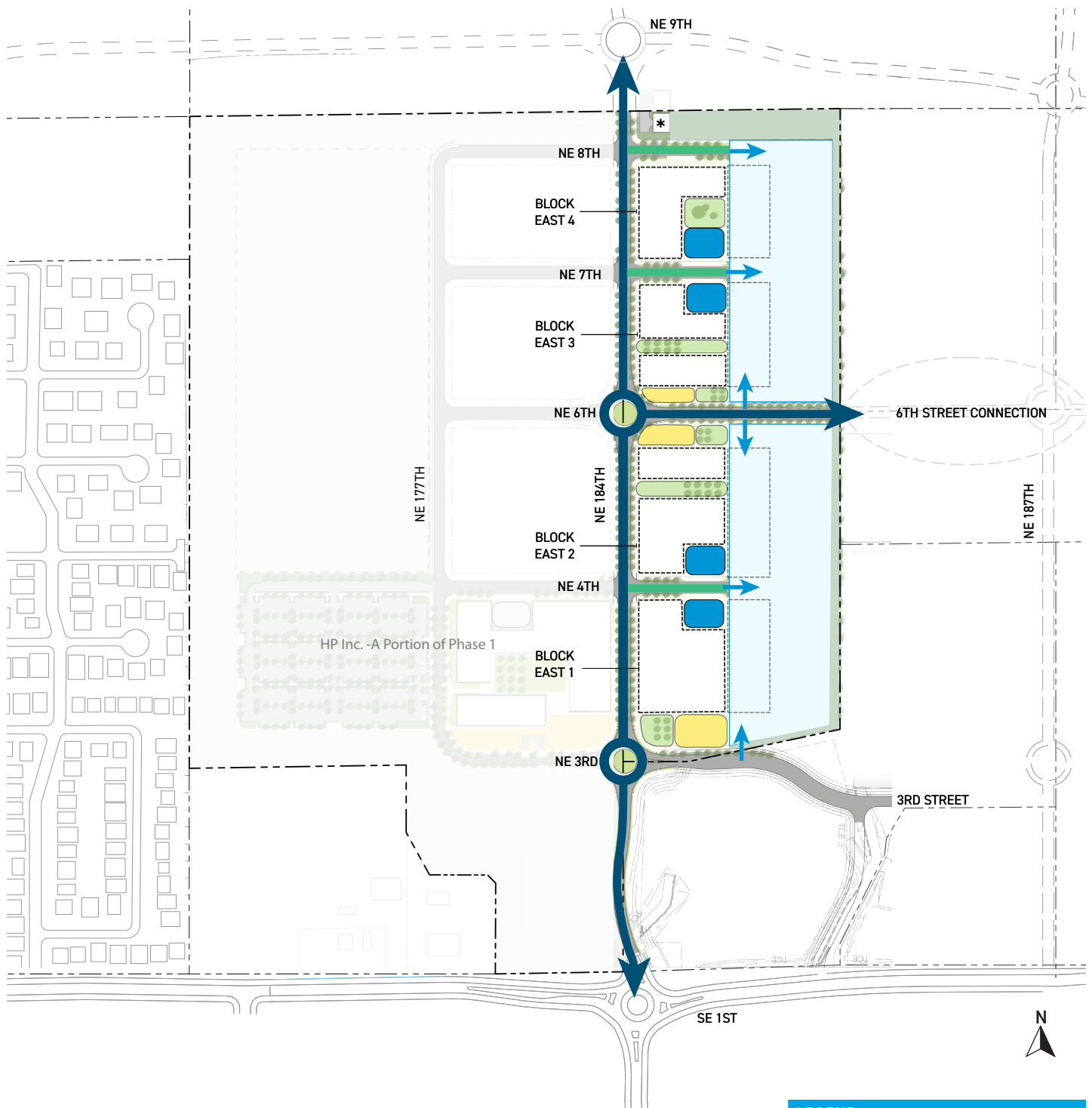


FIGURE 3.B -VEHICULAR NETWORK

Illustration of conceptual vehicle routes and road hierarchy as well as parking and service yard locations.

LEGEND	
	PRIMARY STREET
	PRIVATE STREET
	PARKING ACCESS
	SERVICE YARDS
	SURFACE PARKING
	POTENTIAL BUILDING
	SECTION 30 SOUTH WASTEWATER PUMP STATION

SITE CIRCULATION CONTINUED

The gradients on NE 184th Avenue will conform with ADA standards, as well as meet other relevant requirements. NE 9th Street will be constructed to connect NE 172nd Avenue to NE 184th Avenue at an elevation close to that of the HP property. This design will result in no significant grade change on NE 184th Avenue between HP's property and the roundabout intersection with NE 9th Street to be constructed in the future. (SP TR-3).

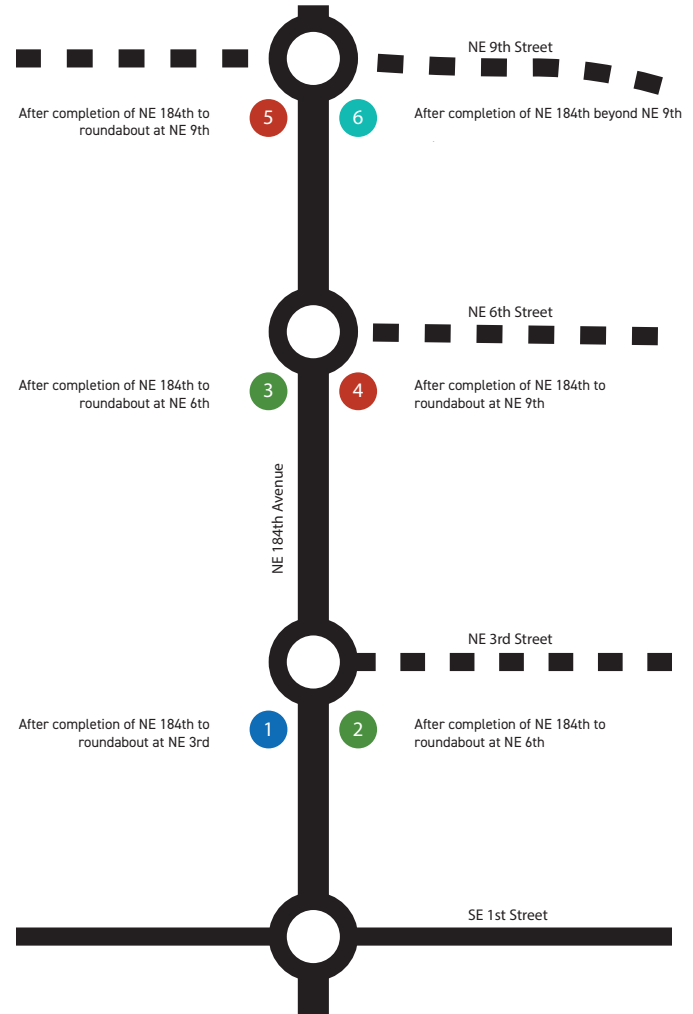


FIGURE 3.C - CONCEPTUAL BUS STOP PHASING

A conceptual bus stop phasing graphic has been provided by C-Tran depicting potential locations and a development-based timeline for implementation. Potential stop locations include the south side of roundabouts at NE 3rd, NE 6th, and NE 9th. South side bus stop placement may enable C-Tran to leverage the development schedule by using the roundabouts to turn service while subsequent phases are built out. C-Tran bus stops can be accommodated along NE 184th by modifying the existing right-of-way planter area for the transit platforms. Transit usage will dictate the size and character of each bus stop location.

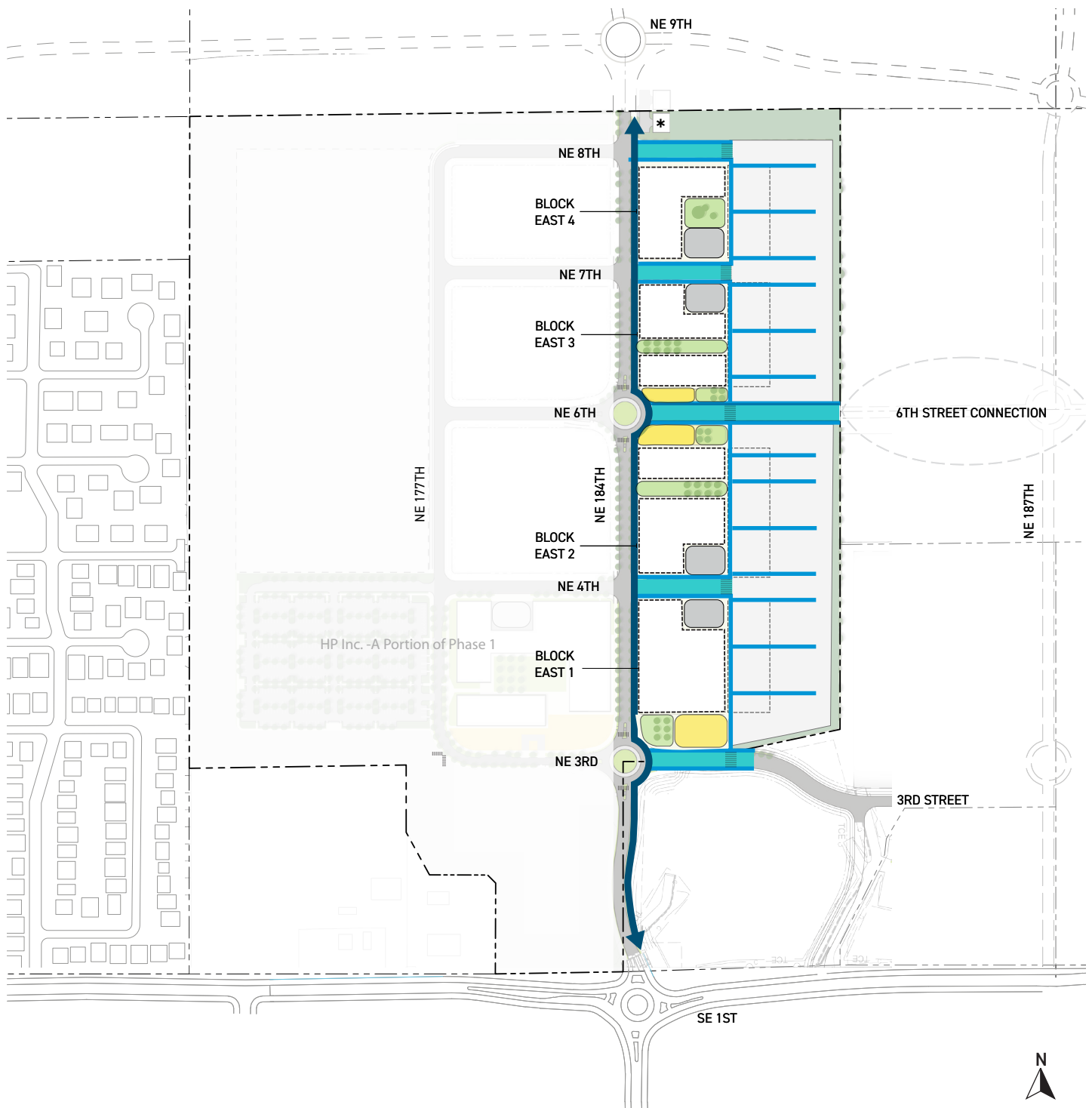


FIGURE 3.D - PEDESTRIAN AND BIKE NETWORK

Note that within the HP property, primary pedestrian circulation will be via sidewalks. Secondary pedestrian routes will link buildings across open space both in the north-south and east-west directions, however, primary access will be from the sidewalk.

LEGEND	
	SECTION 30 RECREATIONAL TRAIL
	PEDESTRIAN SIDEWALK
	BIKE-FRIENDLY STREET
	SECTION 30 SOUTH WASTEWATER PUMP STATION

3.2

STREET DESIGN

NE 184TH AVENUE

Public access to and through the HP property will be provided by NE 184th Avenue. The 70 foot wide right-of-way allows for a 34 foot wide roadway bordered on each side by a six foot wide planting strip and a 12 foot wide multi-modal recreational trail on the west and east side of NE 184th Avenue for pedestrian, bicycles and other non-vehicular traffic. Utilities for HP and other Section 30 property owners will be extended as needed through the NE 184th Avenue right-of-way (SP PU-6) (DG B.4.2).

Vehicular turns onto NE 184th Avenue from the HP property will be right-in, right-out only, as well at the roundabouts located at the intersections of NE 3rd Street and NE 6th Street. While the roundabout designs for NE 3rd and NE 6th Streets are currently planned to be compatible with the roundabout at the intersection of SE 1st Street and NE 184th Avenue, consistent with the Development Agreement, HP has provided a different configuration for NE 3rd Street based on measured traffic flow and the City's review and approval. The roundabout at NE 6th Street will be similar to the NE 3rd Street design. (SP TR-9) (DA Ex. 6, p. 2).

Consistent with the Development Agreement, HP may provide 200 feet minimum separation between intersections of local collector streets that still meet the Subarea Plan policies, TR-7, TR-9, and TR-21, governing intersection spacing. Since the intent of these guidelines is met with the proposed layout, the right-in, right-out access at these locations will allow for safe, efficient

access, and will provide necessary emergency access to future buildings and parking areas between roundabouts. (SP TR-7, 9, 21) (DA § 4(d)(vi)) (VMC 20.690.040(G)).

Consistent with the Development Agreement, this permission for right-in, right-out access is not construed as any exemption to the City's Street and Development Standards (VMC Chapter 11.80). Further, the City has agreed it will review in good faith any standards modification requests (i.e. road modification requests) under VMC 11.80.160 that are deemed necessary to achieve sufficient access to 184th Avenue to effectively implement the Master Plan vision for the HP property.

NE 3RD STREET

NE 3rd Street will be extended east from NE 184th Avenue to the CTC Section 30 LLC property.

NE 6TH STREET

NE 6th Street will be constructed as a public road as it travels east from the proposed roundabout at NE 184th Avenue. The street type will be the T10-12 standard from the City of Vancouver with a 70 foot wide right-of-way that accommodates two-way traffic with a center turn lane and bicycle lanes along each curb edge. Within the 70 foot tree lined right-of-way will be a sidewalk and planter strip on each side of the public street.

This street will continue to the eastern edge of the HP property under this Master Plan, which will allow future connectivity to NE 192nd Avenue as contemplated in the Section 30 Subarea Plan.

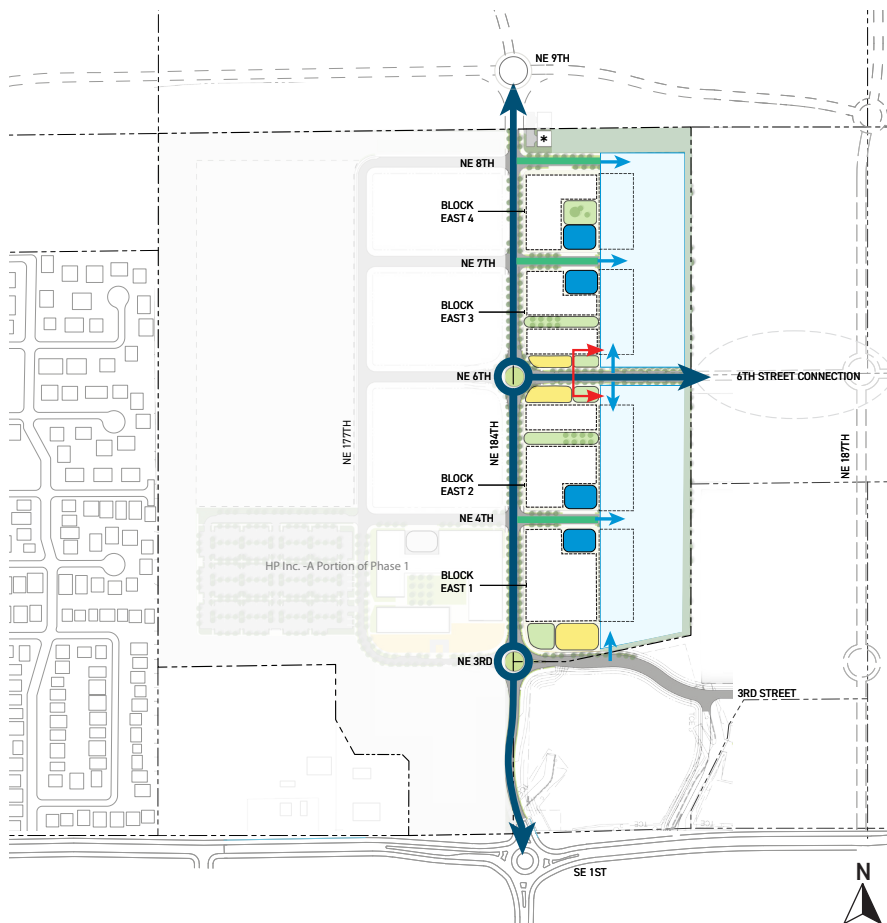
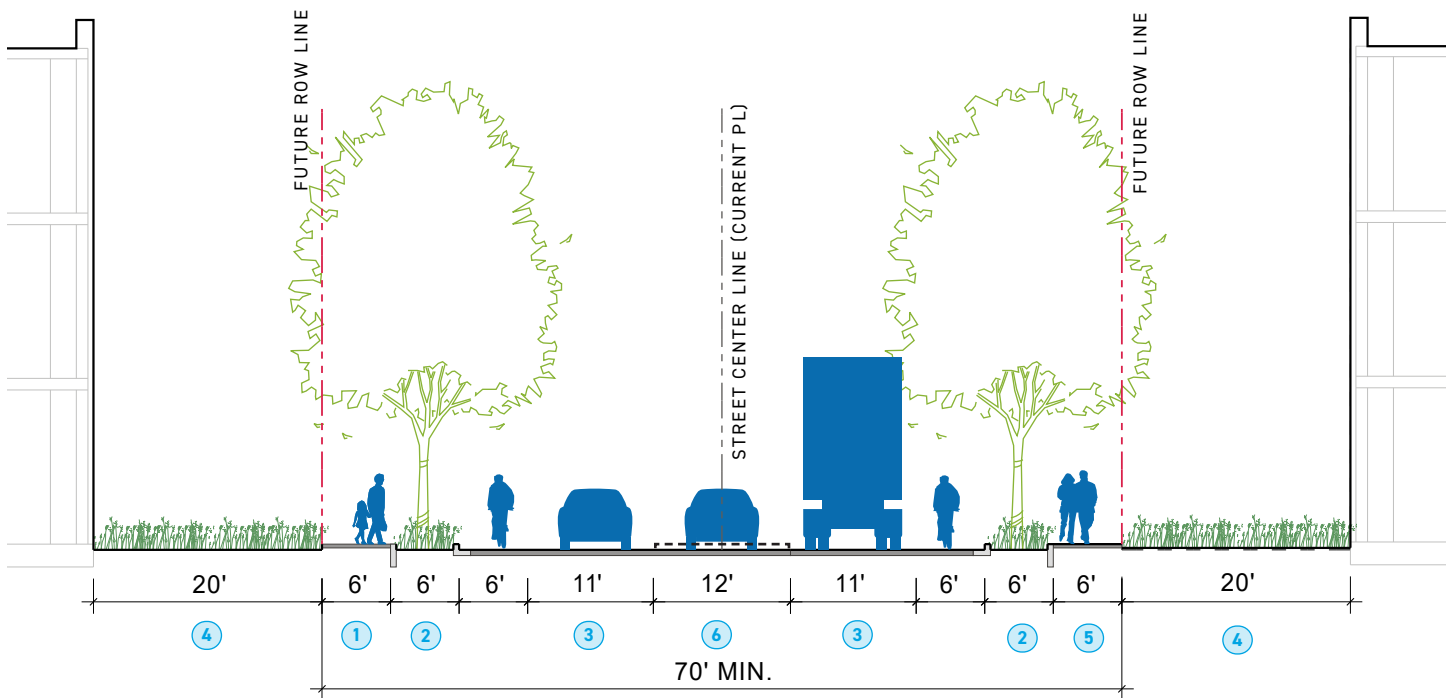


FIGURE 3.E - NE 6TH AVENUE STREET SECTION

KEY	
1	SECTION 30 RECREATIONAL TRAIL
2	STORMWATER PLANTER
3	TRAVEL LANE
4	SETBACK
5	SHARED USE PATH
6	MEDIAN/TURN LANE

PRIVATE STREETS

Three private streets across the HP property, designed to local standards, will connect NE 184th Avenue to parking and service areas to the east of the buildings. Low speeds on these private streets will allow bicyclists to share the road to access private bicycle racks and facilities within buildings or near service areas. Consistent with the Development Agreement local private streets for ingress and egress to parking areas for each building are included in the design.

Each block of buildings and open spaces will be separated from adjacent blocks by a 22 foot wide private street with a landscaped 10 foot setback to buildings to the north and south. The landscaped setback will include continuous and connected sidewalks. HP includes a planned exception for the road north of Block East 4 because it will have fully connected sidewalks, but no buildings on the north side. To the extent that these private streets provide access to multiple phases of HP's development, joint access goals of the Subarea Plan are met. (DG B.5.1.a) (SP TR-19, 22) (DA Ex. 6, pp. 2, 4).

The three private east-west streets will connect to a private north-south access lane that may run parallel to NE 184th Avenue or may curve to the east or west in order to accommodate building or parking locations. This 22-foot wide roadway will accommodate two-way traffic and will be bordered by sidewalks,

landscape, stormwater planters and street trees. These streets will provide access to service areas in each of the four blocks of development, as well as provide internal bicycle access to buildings along the west side of the developed area, and parking access to the surface parking lots that extend to the toe of the east boundary bank. On-street parking will not be located along NE 184th Avenue. Some on-street parking may be accommodated on these private streets and will be designed in a way that does not dominate the site. (DG B5.2, B.6.1.a).

If necessary, structured parking may be added during later phases of construction as indicated on the FSUP (see Section 5.2 below). Street frontages for structured parking will not exceed 100 feet in length and entry design will be respectful of pedestrian circulation routes, will meet landscape and other design requirements, and design guidelines. HP's parking design will include sidewalks developed consistent with typical cross sections for collector and local access streets, and east-west pathways will be used and designed with a minimum 6' width. Sidewalks and pathways will be bordered by shade trees and raingardens to provide safe and pleasant pedestrian access between parking areas and buildings. (SP LU-7, TR-3, 4, 11, 12, 14, 15, 16, 20, PU-21) (DG B.5.2, B.6.3.a, B.6.3.b, and E.1.5) (DA Ex. 6, p. 3).

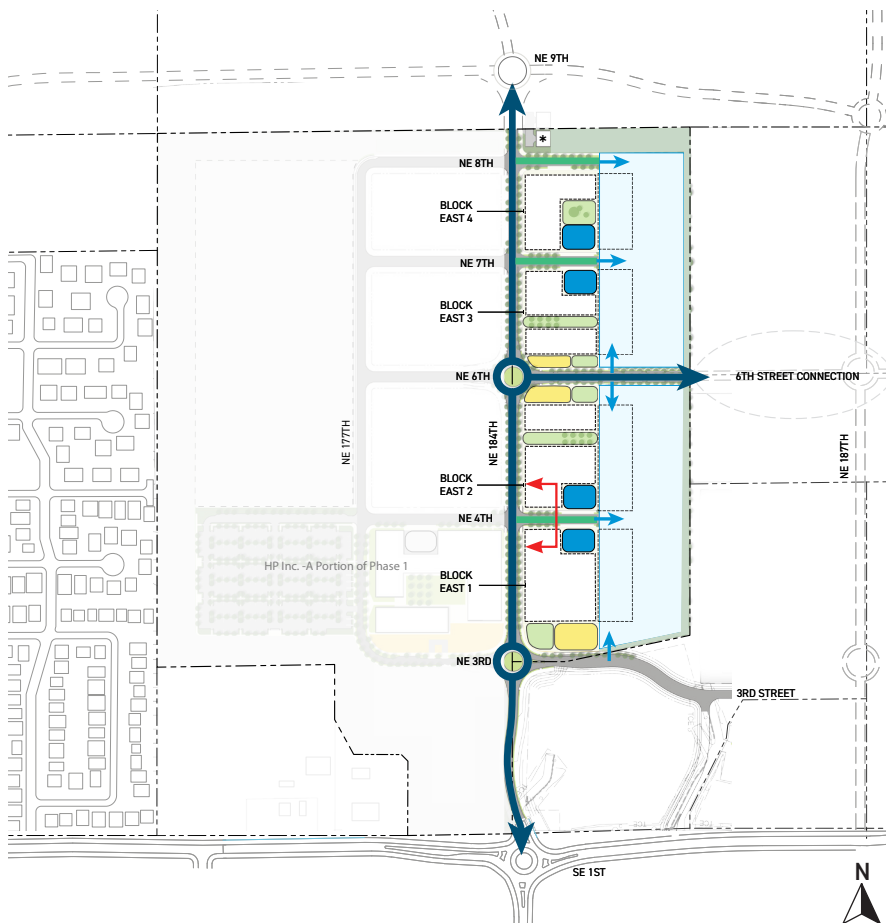
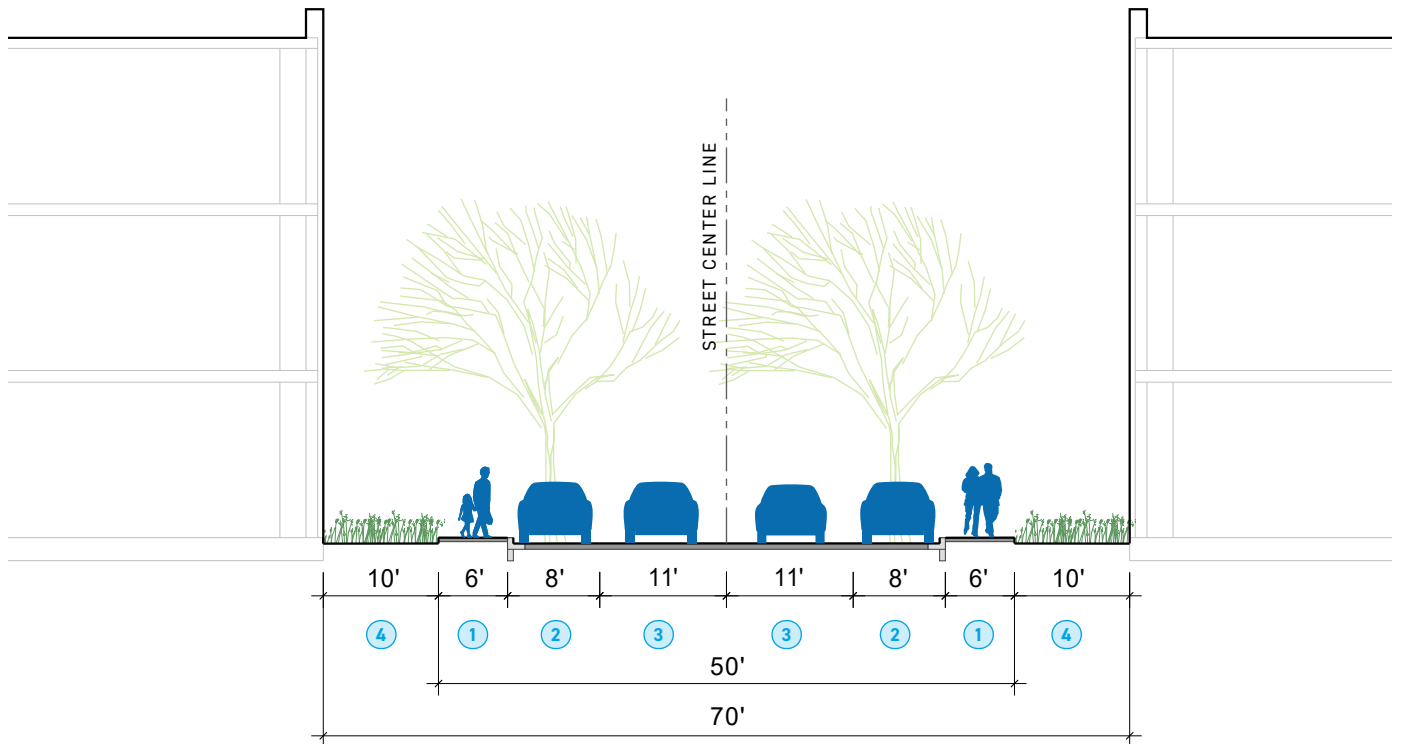


FIGURE 3.F - PRIVATE STREET (W-E) STREET SECTION

KEY	
①	SHARED USE PATH
②	STORMWATER PLANTERS / DROP OFF
③	TRAVEL LANE
④	SETBACK

KEY PLAN

PRIVATE STREET ACCESS

Consistent with the Development Agreement, HP will continue to have the option to improve streets in a different configuration based on measured traffic flow subject to City review and approval. In addition, HP may seek approval to incorporate same-side ingress/egress for HP's research and development buildings at the northern most boundaries of the HP property for truck deliveries and low density (by head count) facility parking.

HP's proposed street design also accommodates large truck turns for service and delivery trucks. The roundabouts on NE 184th Avenue, and private streets are designed to accommodate truck access to service yards and loading bays.

HP will accumulate TIF credits for any qualifying road projects it constructs unless the City contributes City Reinvestment Funds to cover the full cost of a qualifying road project. HP shall be entitled to TIF credits for the portion it funds, and these will not be deducted from the City's Reinvestment Funds. (DA §§ 6(c), 7, Ex. 6, p. 8).

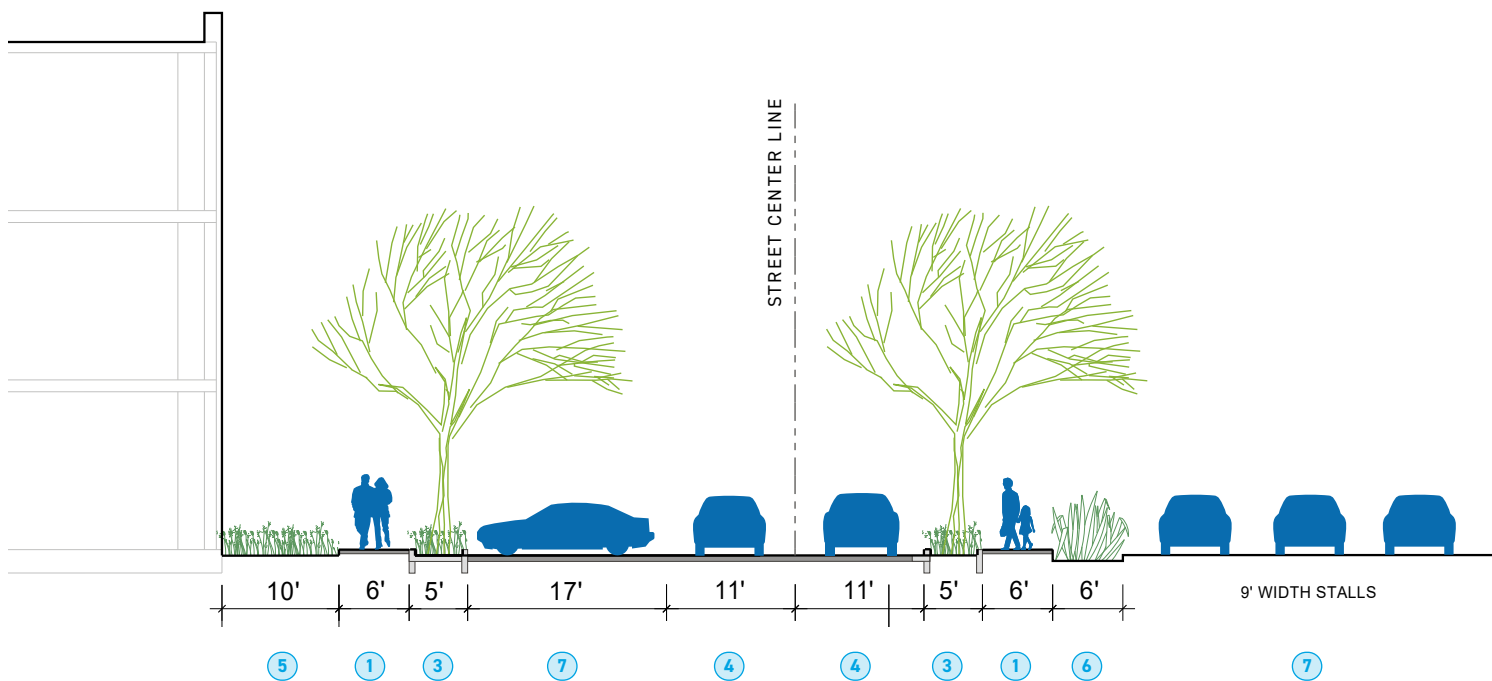
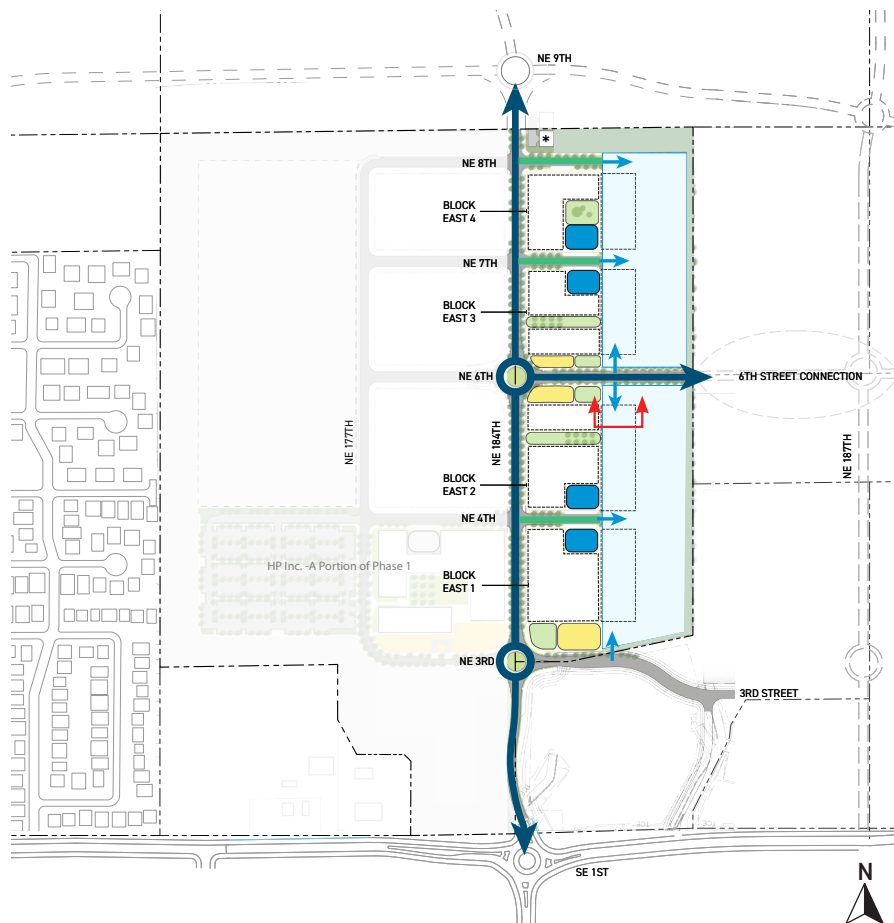


FIGURE 3.G - PRIVATE STREET (N-S) STREET SECTION



KEY

- ① SIDEWALK
- ② STORMWATER PLANTER / DROP OFF
- ③ STORMWATER PLANTER
- ④ TRAVEL LANE
- ⑤ SETBACK
- ⑥ PARKING SCREENING
- ⑦ PARKING STALL

KEY PLAN

3.3 PARKING

The overall parking plan in the FSUP is conceptual and shows that there is adequate room for parking to serve full build out of the HP property, and for access between parking lots to occur without having to access public streets, except for potential crossing of NE 6th Street as it extends east. In the later phases, HP may propose deck or structured parking over the existing parking areas as shown on Figure 3.H. Any parking structure will include landscape screening to soften the appearance of the structure. Charging stations for electric vehicles will be provided, and will be designed and located to comply with the ADA and code requirements. HP is permitted, but not required to provide joint parking facilities. (SP TR-18, 19) (DG B.6.3.b) (DA Ex. 6, p. 4).

The HP East Master Plan includes parking space allocation that is consistent with the Development Agreement. The parking space description in the VMC Table 20.945.070-2 lists the minimum number of parking spaces associated with a particular use. The City may interpret VMC 20.690.040(E) to suggest that a maximum parking space limit applies to Section 30 development, subject to exceeding the maximum if a parking study is submitted. In order to allow flexible, successful, and efficient development of the HP property, the City agrees that HP, consistent with the Development Agreement, will undertake a parking study after Phase 1 development is operational to verify the sufficiency, accessibility and safety of the lots. The parking study could provide

different use scenarios for different buildings and how parking will be brought into compliance with the code as the HP property develops. The overall parking plan analyzed in the parking study could be conceptual with the understanding that it may change as the HP property develops. Notwithstanding the foregoing, the HP property has adequate room for parking, including through contemplated parking structures as discussed in this Master Plan, should they be needed in the future. Parking lots and spaces will be consistent with the Design Guidelines. (DG B.6.1, B.6.2, B.6.3.a, B.6.3.b, B.6.3.c, B.6.3.d, B.6.4) (DA Ex. 4, p. 3). (VMC 20.690.040.E).

Consistent with the Development Agreement, parking spaces shall be provided for in the following ratios:

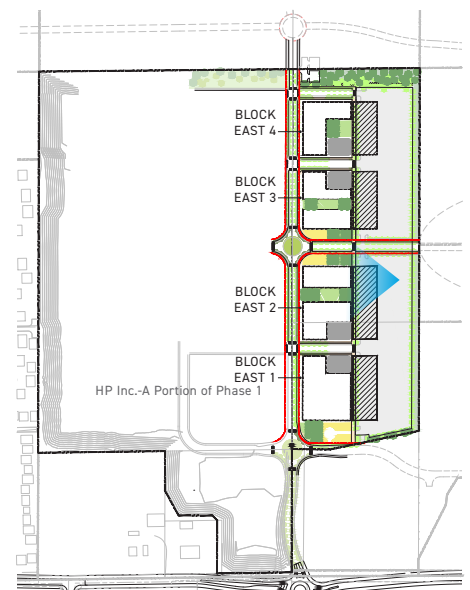
- Office uses: 2.5 to 5 spaces per 1000 square feet.
- Research and Development: 1.25 to 3 spaces per 1000 square feet.
- Light industrial uses: 1.25 to 3 spaces per 1000 square feet.
- Occupant-supported retail: 1 space per 250 square feet, restaurant, and accessory uses.

Note that occupant-supported uses are primarily meant to be open to HP employees, therefore no additional parking demand will be generated. Other uses incidental to an office building will meet the parking ratios for office uses.



FIGURE 3.H - CONCEPTUAL VIEW OF BLOCK 2 LOOKING WEST FROM PARKING AREA

Parking spaces will be interspersed with rows of trees to screen and shade vehicles and users, and to reduce heat build-up in paving. As shown on the FSUP, west to east pathways that align with the private street configuration offer pedestrian access to the HP buildings. The walkways will be bordered by shade trees set in or near bioretention facilities or mechanical treatment systems prior to discharging into local or regional infiltration facilities. (DG B.5.1.b, B.6.1.a, B.6.1.c, B.6.1.d) (SP UD-12, OS-4, OS-5, PU-21) (DA Ex. 4, pp. 3-4) (VMC 20.690.040(E)).



KEY PLAN

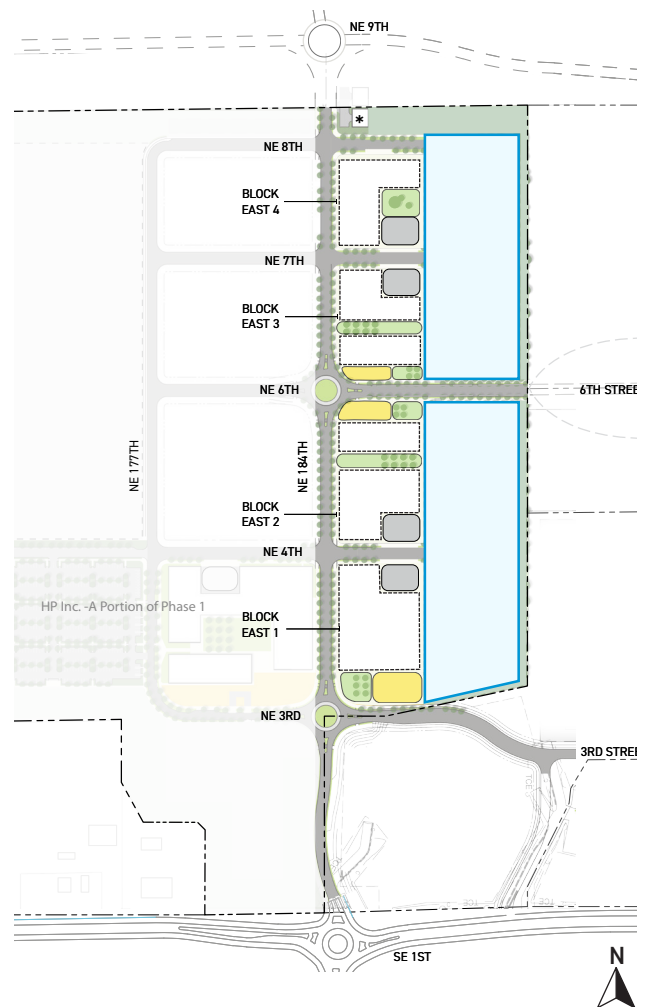
PARKING DIAGRAMS

The adjoining diagrams illustrate how the Master Plan can accommodate several types of parking on the eastern portion of the site. The ultimate parking design may incorporate some or all of these options as development of the HP property occurs over time.

The Option A diagram depicts the lowest density parking type with all surface parking on the eastern half of the site and local surface parking lots within the individual blocks. The all surface parking solution could be used with an ultimate build-out on the lower end of the density projected for the site.

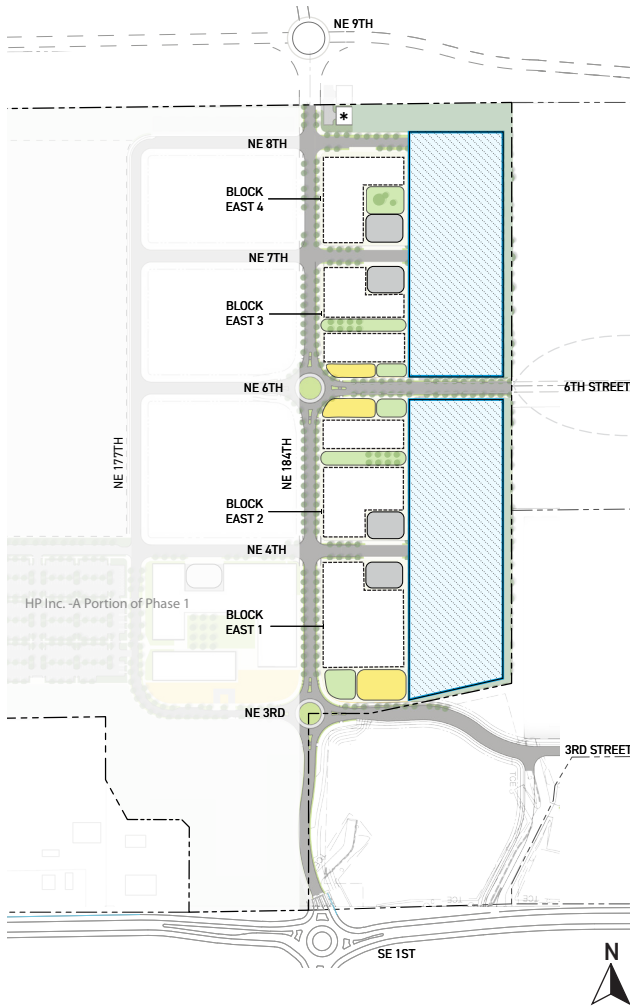
The Option B diagram shows the potential for inclusion of a single layer deck on top of surface parking. This option could be purpose built or retrofitted on top of an existing surface parking lot in the event that the density of development on the site exceeds the capacity of the surface parking areas.

The Option C diagram shows potential locations for multi-story structured parking. Structured parking could be used in conjunction with surface parking. (DG B.6.1.b).

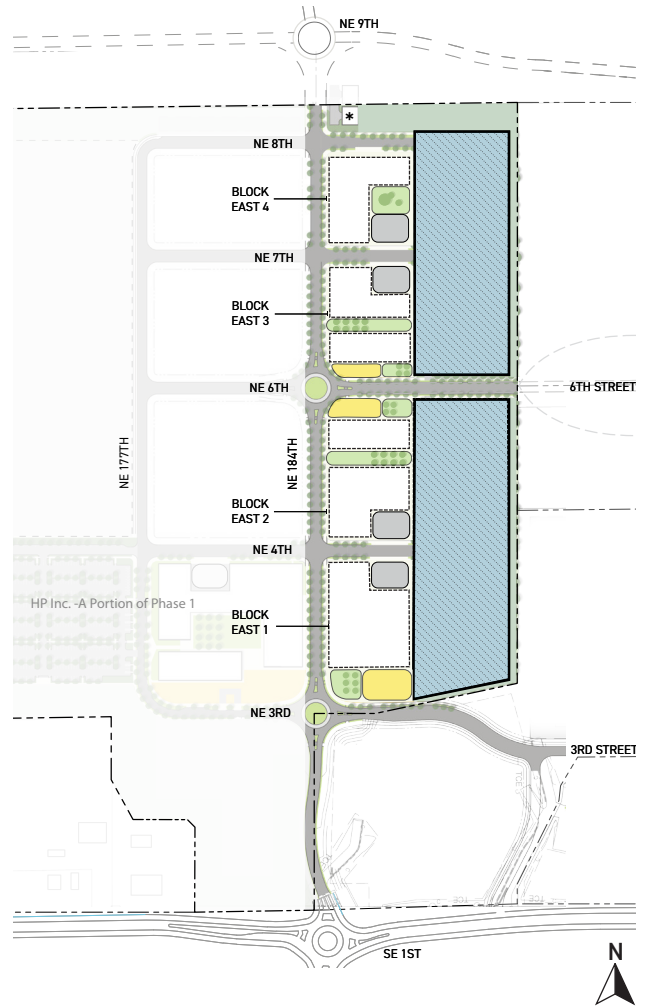


OPTION A
POTENTIAL SURFACE PARKING LOCATION

FIGURE 3.I - POTENTIAL PARKING OPTIONS

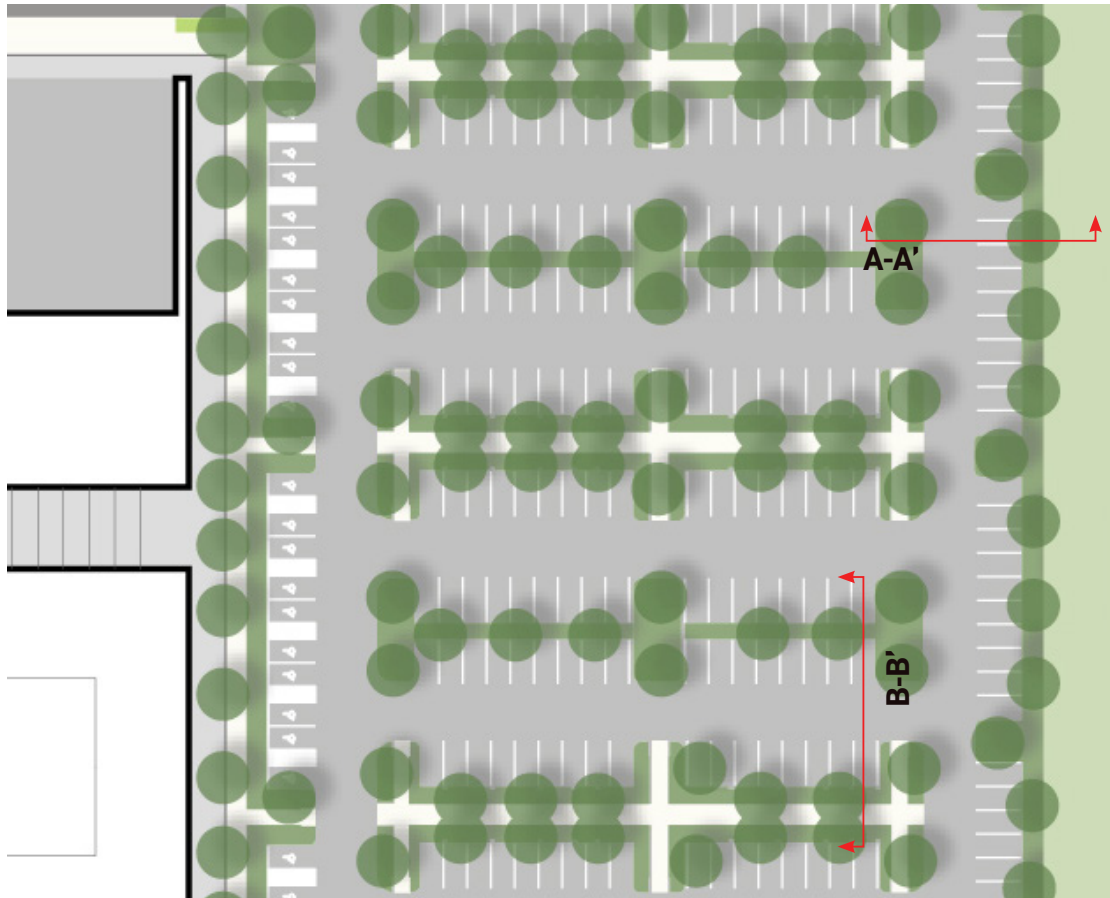


OPTION B
POTENTIAL DECK LOCATION

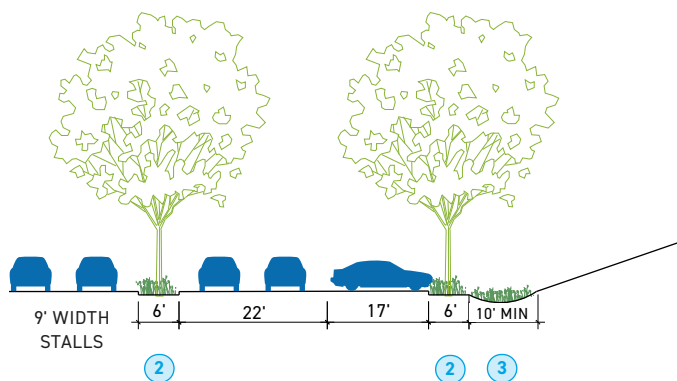


OPTION C
POTENTIAL LOCATIONS FOR STRUCTURED
PARKING

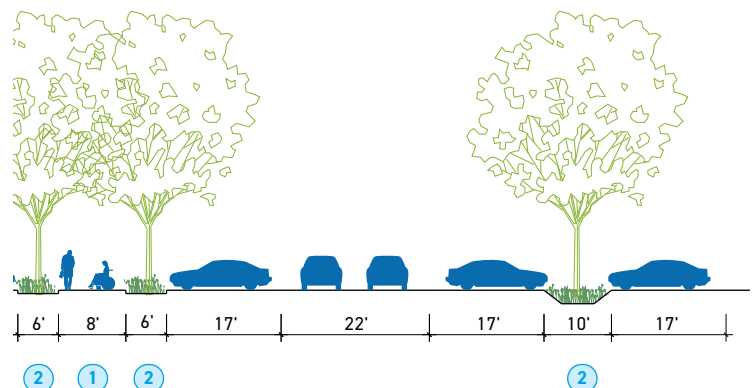
LEGEND	
	SURFACE PARKING
	DECK PARKING
	STRUCTURED PARKING



TYPICAL SURFACE PARKING PLAN



SECTION A-A'



SECTION B-B'

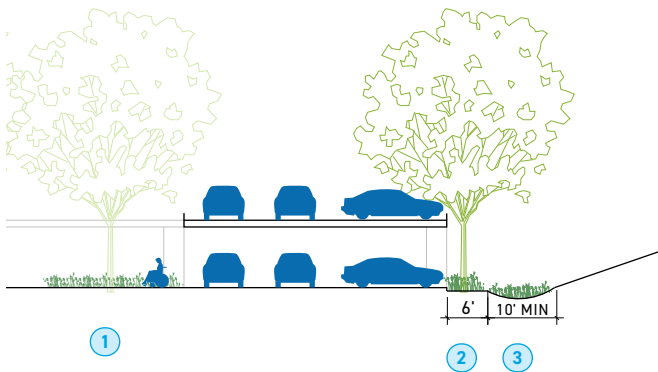
FIGURE 3.J - TYPICAL SURFACE PARKING

Surface lots will be screened from view for building occupants by the canopies of shade trees that will also reduce heat-island effects and shade parked cars.

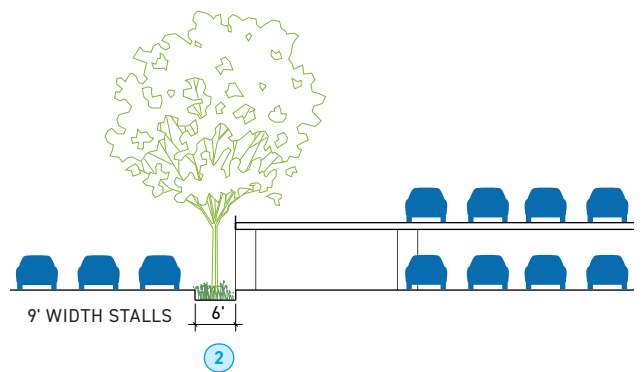
KEY	
①	PATHWAY
②	STORMWATER PLANTER
③	BIORETENTION FACILITY



TYPICAL DECK PARKING PLAN



SECTION A-A'



SECTION B-B'

FIGURE 3.K - TYPICAL DECK PARKING

3.4

TRAFFIC ANALYSIS

The transportation (trip) impacts of the HP East Master Plan site were previously accounted for in the City of Vancouver's September 2022 Section 30 Subarea Study. Future site plan application(s) for the HP East Master Plan will provide a Transportation Compliance Letter (TCL) that documents the trip generation associated with the then-current proposed building(s) relative to previously constructed or approved buildings within the HP property as a whole and the trip vesting associated with the Development Agreement. (DA § 4(g)).

The Development Agreement reserved 723 weekday PM peak hour trips for development of up to 700,000 GSF of development consistent with land use designation 714 in the Institute of Transportation Engineers Trip Generation Manual, 10th Edition. Consistent with the Development Agreement, any development exceeding 700,000 gross square feet of building on the HP property or not consistent with land use designation 714 in the Institute of Transportation Engineers Trip Generation Manual, 10th Edition will require further analysis. The further analysis will consist of preparation of a Trip Generation & Distribution Report

that identifies the proposed development project trip generation as well as trip assignment. Once the vested 723 weekday PM peak hour trips have been fully allocated to HP site development, future site trip generation estimates presented in the Trip Generation & Distribution Report(s) will be based on the then-current version of the Institute of Transportation Engineers Trip Generation Manual adopted by the City or site-specific empirical trip data provided by the Developer and deemed acceptable by the City.

The trip assignment presented in the Trip Generation & Distribution Report(s) will be consistent with the City's September 2022 Section 30 Subarea Study trip distribution patterns. The trip assignment will be used to determine 1) proportionate share contributions of off-site intersection mitigations identified in the Section 30 Subarea Study and 2) proportionate share contributions to any other then-current proportional share intersections the City is collecting fees for that are impacted by one or more site-generated trips. (SP TR-1) (DA § 6(a)).

3.5

TRAFFIC DEMAND MANAGEMENT APPROACH

HP may employ the following strategies to reduce impact on off-site roadways resulting from development of up to the 1.5 million GSF consistent with the Development Agreement.

1. Allow commute trips to avoid peak transportation system demand
 - a. Use staggered shift operations and schedule employee shift changes outside of the typical commuter peak time periods (7:00 to 9:00 AM and 4:00 to 6:00 PM)
 - b. Offer telework options and/or flexible work hours that eliminate the need to commute to the HP property one or more days per week.
2. Provide employee kitchen and café/deli services on site that are available to HP employees within the HP development, reducing the need for employees to travel off site for meals and/or break periods.
3. Encourage bicycling and walking as viable commute options, including but not limited to, providing on the HP property:
 - a. secure, covered bike parking in strategic locations on-campus
 - b. self-service bike tune-up/repair areas
 - c. sponsor monthly (or bi-monthly) bike mechanic to provide free tune-up services to cyclists
 - d. employee lockers for storage of change clothing and personal items to provide more convenience to bicycle and walking commuters
 - e. form an employee-led cycling group (self-selected by participants) to offer additional strategies to encourage cycling over time.
4. Encourage participation in commuter challenges by employees.
5. Provide and disseminate information for alternate transportation options including:
 - a. address commuting options as part of the employee orientation program
 - b. document information on the company/ employer intranet about commute options
 - c. disseminate C-Tran schedule and service information to employees
 - d. encourage employee carpools through carpool matching services and provide preferential parking within parking lots.
6. Provide an on-site employee transportation coordinator (ETC) who can assist and be responsible for promoting, facilitating, and coordinating transit service and carpools for employees with similar shift patterns.
7. Promote C-Tran transit service as a commuting option, that may include:
 - a. incorporate convenient C-Tran service stops with amenities at/near the HP property
 - b. provide pre-tax transit passes and/ or other financial incentives
 - c. subsidize C-Tran passes at 50 percent
 - d. provide enhanced connectivity to the Fisher's Landing Transit Center, the potential Columbia Tech Center Bus Rapid Transit Center, and/or the nearest MAX Light Rail station (in Oregon).
8. Provide emergency ride home services for employees who do not commute in a personal motor vehicle.
9. Partner with a shared vehicle provider such as ZipCar to have one or more vehicles on campus available for employee use.
10. Consider incentives encouraging employee participation in non-single occupant vehicle commutes.
11. Provide periodic monitoring and updates to the TDM program in partial fulfillment of Washington state's Commute Trip Reduction (CTR) law in response to surveys sent by WSDOT and Clark County. (VMC 20.690.050.B.5).

04

04 / PUBLIC FACILITIES AND SERVICES

HP has worked with the major property owners in Section 30, including CTC Section 30 LLC, and Grayrock to identify Section 30-wide utility planning to serve the major property owners. In addition, HP has coordinated extensively with City staff to encourage development of utility systems in a cost-efficient manner consistent with the City's existing plans, including, but not limited to, coordinating underground utilities as SE 1st Street is upgraded and NE 184th Avenue is extended north from SE 1st Street to NE 9th Street, and coordination of the Section 30 South Wastewater Pump Station. This section of the HP East Master Plan provides details about the stormwater design, sanitary sewer, and other utilities that will be constructed as HP develops its property, as well as the anticipated dedications of public facilities in future phases. (SP PU-1) (DA § 6(e)).



4.1

STORMWATER FACILITIES AND GREEN DESIGN

Development of the HP property will be consistent with the City of Vancouver Stormwater Management standards. Each property owner in Section 30 is to manage stormwater quality on its own property prior to releasing it to a public stormwater regional facility. Native gravels provide the best infiltration sites, and the City will prioritize reservation of areas that still have native gravel for stormwater infiltration especially near NE 9th Street. If the City constructs a public stormwater facility or accepts dedication of a stormwater facility, then HP may connect to it provided that all applicable code provisions and payment of any connection charges are made. Should it prove that onsite capacity is insufficient, HP's connection to the City maintained public stormwater facility is allowed. In combination, onsite infiltration and offsite public facility with onsite management of water quality, will result in a stormwater facility design that does not affect other surrounding properties.

Consistent with the Development Agreement, Subarea Plan policies PU-23 and PU-24 will be addressed during site review when the HP East property connects to the public stormwater system. (SP PU-16, 17, 18, 19, 20, 22) (DG C.1.1.c) (DA §§ 4(d)(iii), 6(e), Ex. 6, pp. 7-8).

Finished grades across the HP property will slope down approximately 10 feet between NE 3rd Street and NE 9th Street. Stormwater will flow to bioretention or mechanical treatment facilities to filter stormwater prior to discharging to the regional stormwater facility on the north side of the HP property west of NE 184th Avenue. All treatment and infiltration facilities will be accessible for periodic maintenance. (SP PU-17, 21) (DG A.2.1.a, B.2.3.a, C.1.1.a, C.1.1.b).



FIGURE 4.A - STORMWATER MANAGEMENT

LEGEND

- PUBLIC TREATED STORMWATER CONVEYANCE
- PRIVATE TREATED STORMWATER CONVEYANCE
- ▨ STORMWATER TREATMENT AREA
- ▤ REGIONAL INFILTRATION FACILITY
- * SECTION 30 SOUTH WASTEWATER PUMP STATION

4.2

REGIONAL SANITARY SEWER FACILITIES

Consistent with the Development Agreement, the Section 30 South Wastewater Pump Station will be constructed as a Core Public Improvement, in the location depicted on the plans submitted with this Master Plan. HP will install all required sanitary sewer infrastructure in the NE 184th Avenue right-of-way extension constructed that will be necessary to ultimately connect to the Section 30 South Wastewater Pump Station. This infrastructure will include gravity lines that will carry sewer flows from the HP property to the sanitary sewer pump station and a force main to carry sewer flows from the sanitary sewer pump station to a gravity line in SE 1st Street. (SP PU-7, PU-8, PU-10) (DA Ex. 6, p. 6).

Upon completion of the Section 30 South Wastewater Pump Station all current and future HP buildings will connect to the Section 30 South Wastewater Pump Station (DA § 8(c)).

Consistent with the Development Agreement, HP has reserved 143,000 gallons per day of capacity in the Section 30 South Wastewater Pump Station and associated public infrastructure, equal to the anticipated sanitary sewer demand for the 1.5 million GSF of development associated with HP's development; provided, however, that the reserved capacity shall not be available unless (i) the Section 30 South Wastewater Pump Station is constructed; (ii) Developer provides the City with a minimum twenty-four (24) months advance written notice of its need to utilize the capacity, which was accomplished by

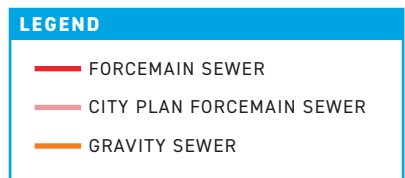
HP's request for a pre-application meeting for the master planning process for the HP Greenfield Master Plan; and (iii) HP pays all applicable fees and charges required by the City to use the reserved capacity and that HP shall pay these amounts in proportionate share as the subsequent phases are developed and sewer capacity is used by HP. (DA § 4(d)(v)).

The land on which the Section 30 South Wastewater Pump Station is constructed will be dedicated to the City, and the City will construct, own, and operate the pump station and provide sanitary sewer service. Access may be provided through easements along the future NE 184th Avenue corridor until the permanent right-of-way is dedicated. Estimated capacity for the Section 30 South Wastewater Pump Station will be in the order of 400,000 GPD, which has been coordinated with the City and other Section 30 property owners that will utilize this pump station. (SP PU-3) (DA § 6(e)).

At this time HP does not have industrial wastewater planned as part of the Master Plan. The City shall review any proposed industrial wastewater improvements through the Master Plan modification process. (DA Ex. 6, p. 6) (SP PU-9).



FIGURE 4.B - SEWER FACILITIES



4.3

WATER, ELECTRICITY, DATA, TELECOMMUNICATIONS ROUTING AND CONNECTIONS

WATER

The municipal water system will be extended into the site with appropriately sized mains as development progresses. Each building will have a water meter and fire hydrants sufficient to meet emergency needs. Irrigation water demand will be kept to a minimum through predominant use of native and drought resistant plant materials. However, some irrigation will be necessary until trees, shrubs and other plantings become established. (DA § 4(d)(iv)) (SP PU-4, PU-15)).

HP will make commercially reasonable efforts to design the development for sustainable water conservation, thereby pursuing the sustainable water use aspiration of the Subarea Plan. HP may choose to employ green roofs, and to decide at its sole discretion to use public water, rainwater collection, reclaimed greywater, or water from wells for non-potable purposes. (SP PU-11) (DG E.1.6) (DA Ex. 6, p. 6).

HP may not be required to use internal water line systems to maximize looping for its early development of the HP East property if there is no looping to maximize. However, HP will be required to provide system looping and design for sequential development for subsequent phases of development (SP PU-12-13) (DA Ex. 6, p. 7).

Domestic water and fire water mains along NE 184th are assumed to be 8" diameter pipes. The City has reviewed and approved HP's proposed water mains as part of the NE 184th Avenue construction to determine the size of water mains to be installed to meet the need for future expansion of development on the HP property and Section 30. All other water main size designs and plans to connect gaps in the existing system around the boundary of Section 30 shall be designed to provide adequate service through collaboration with adjacent landowners within Section 30. (DA Ex. 6, p. 7) (SP PU-14).

UTILITIES

Private utilities including telecommunications, power and natural gas will be extended from existing nearby service lines and supplemented as necessary to meet the needs of each successive phase of development. Consistent with the Development Agreement, fiber optic cables are part of "cabling needs" and Developer may install such cabling. (SP PU-5) (DG A.7.1) (DA Ex. 6, p. 5).

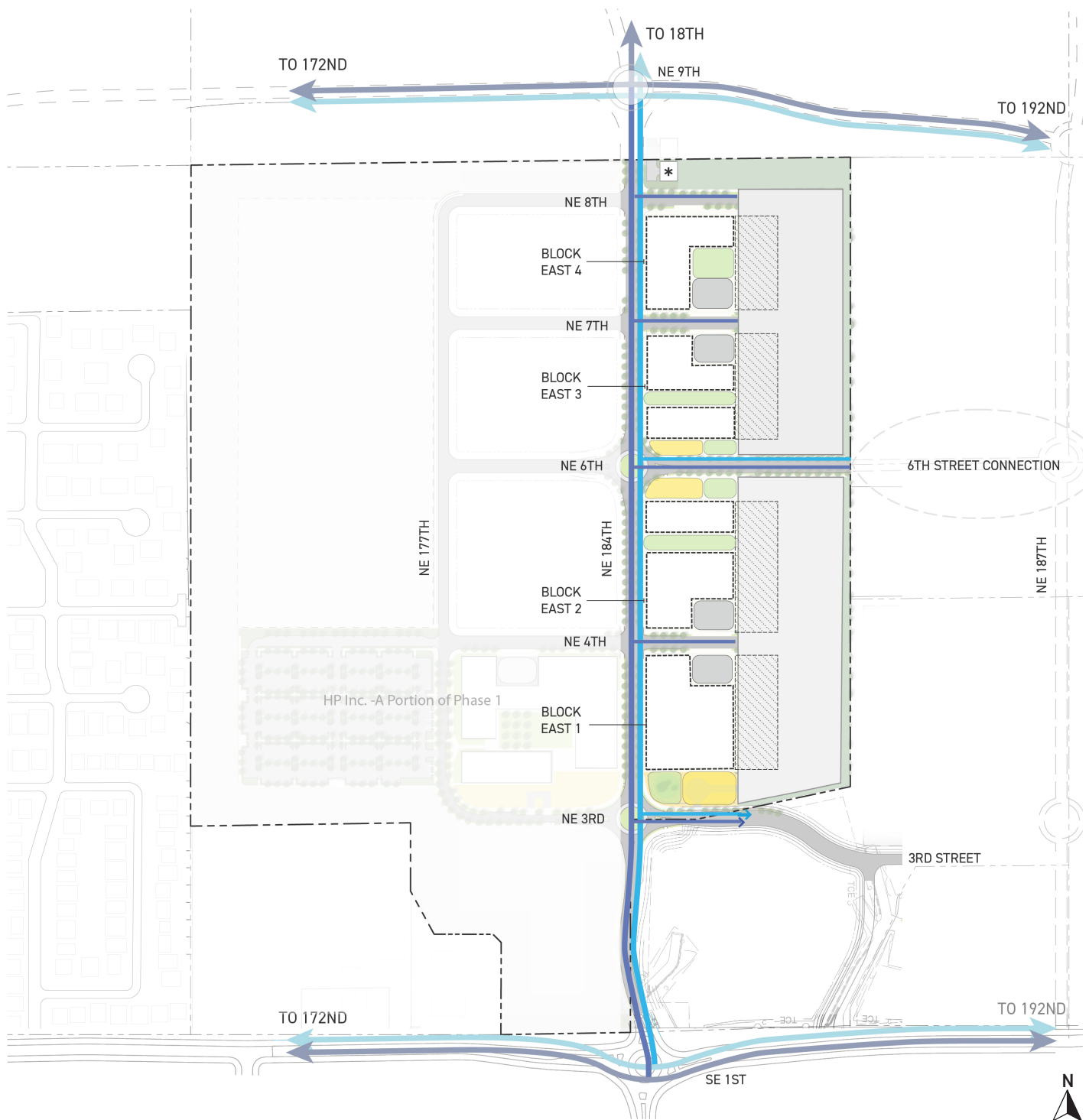


FIGURE 4.C - WATER, ELECTRICITY, DATA, TELECOMMUNICATIONS ROUTING AND CONNECTIONS

LEGEND

- DOMESTIC WATER
- CITY PLAN DOMESTIC WATER
- ELECTRICITY, DATA, TELECOMMUNICATIONS
- CITY PLAN ELECTRICITY, DATA, TELECOMMUNICATIONS
- * SECTION 30 SOUTH WASTEWATER PUMP STATION

05

FULL SITE UTILIZATION PLAN AND PHASING

5.1

FULL SITE UTILIZATION PLAN

The function of the FSUP is to provide an overall impression of proposed development, and to show how the development plan can flexibly respond to changing circumstances over the life of the Master Plan. The FSUP is produced in full size in Sheet L1.1, included in Appendix E and reproduced in smaller scale here. Phasing is described in Section 5.2 below.

The FSUP indicates both the potential building and integral open space contemplated for HP East, as well as a plan for full buildout of up to 1.5 million GSF. If future buildings occupy part of the area designated for parking, then a parking structure may be necessary to accommodate displaced spaces. As shown on the FSUP, a separate building may be constructed in the designated parking area, but HP also retains the option to extend an existing building

footprint from NE 184th Avenue to the extent of the potential building widths shown in the FSUP. Such a wide building would accommodate demand for state of the art research and development across the HP property. In such instance, pedestrian connectivity would continue to be designed along NE 184th Avenue, and internally with sidewalks around the perimeter of the building leading to the next eastern block to the north or south, as applicable. Zones where such changes might occur are shown on the plan.

Building footprints on the FSUP diagram show a possible configuration of buildings, parking and open space in each of four blocks of development (VMC 20.690.060).

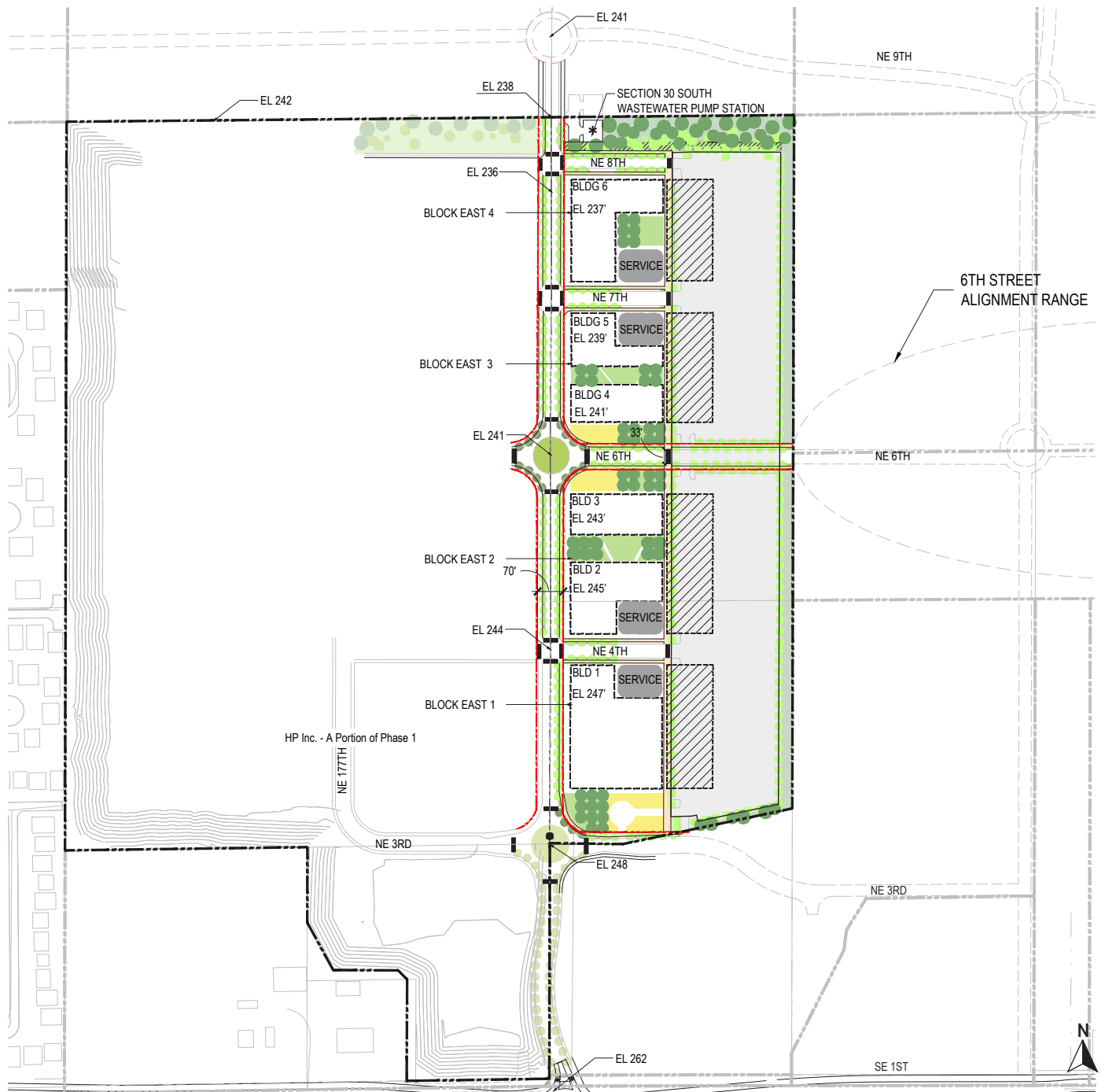


FIGURE 5.A - FULL SITE UTILIZATION PLAN

The Full Site Utilization Plan shows building footprints and the open spaces between them conceptually. If any buildings need to be sited in the eastern parking lots, they will be confined to the agreed upon setbacks in the Development Agreement. The size and configuration of each building will be determined before each phase is submitted to the City for building permits. Until then, the building footprints shown illustrate the mix of potential buildings.

LEGEND	
---	FUTURE ROW LINE
	POTENTIAL BUILDING
	POTENTIAL BUILDING OR PARKING
	PARKING AREA
	SERVICE YARD
	OPEN SPACE
	STORMWATER TREATMENT
	PLAZA
●	PROPOSED FUTURE TREE

5.2

PHASES OF DEVELOPMENT

Buildings and associated improvements have been planned for construction in multiple phases and four blocks. HP will make determinations about the building and use mix for each phase based on market conditions, internal employee demand and other factors that will inform HP's decision-making in the future. Consequently, the potential building footprints could vary in size and position. Phasing may occur block-by-block, or through individual site plan applications for a portion of a block. HP may change phases, provided the development is identified in the FSUP and this Master Plan.

As each successive phase is programmed, arrangements of buildings and open spaces can be refined and will be presented as part of the building permit process. However, the FSUP indicates the general principles of block dimensions and distribution of anticipated developed space. (VMC 20.690.060).

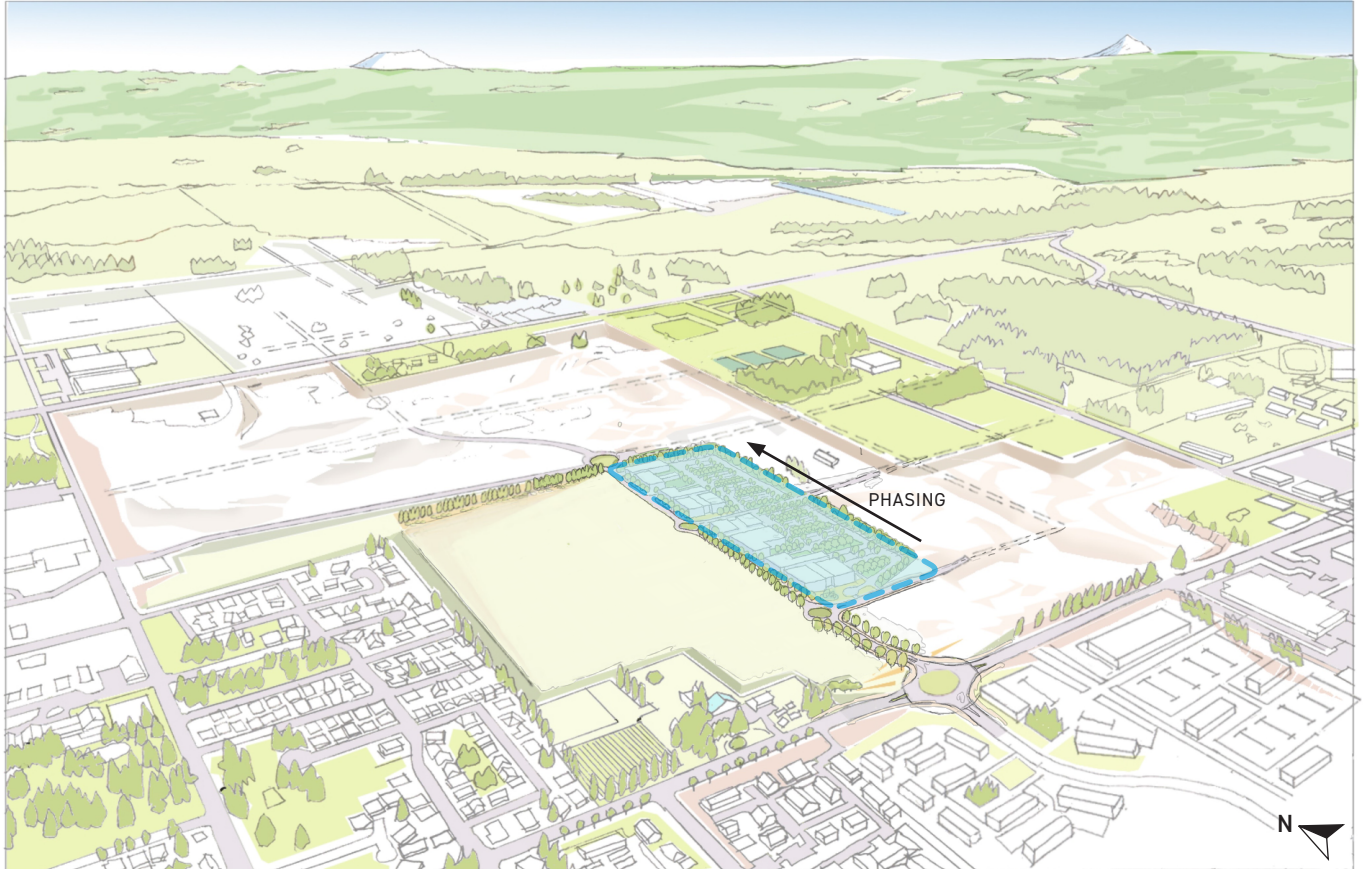


FIGURE 5.B - PHASES OF DEVELOPMENT

Phasing may occur block-by-block, or through individual site plan applications for a portion of a block, generally anticipated from South to North.

06

06 / LANDSCAPE PLANNING

6.1 LANDSCAPING

The intended character and identity of Section 30 portrayed in the Subarea Plan and Design Guidelines will be respected by landscape design of the HP site. Landscape design will favor drought-tolerant native plant materials and will create an environment that encourages walking. Generous use of trees on streets and parking lots will modify microclimates and define distinct outdoor spaces. In addition to providing shade, canopy trees will screen views of parked cars from within the buildings as well as from public streets. Bioretention facilities or mechanical treatment systems prior to discharging into local or regional infiltration facilities, and other landscaped areas will be designed in conjunction with the stormwater system, filtering runoff and directing cleaned water to designated groundwater infiltration areas. All non-paved areas not occupied by buildings will be treated with planted landscaping or hardscape. If security walls or fences are found to be necessary, their design will be closely integrated with that of adjacent architecture and landscaping. (SP UD-14) (DG B.2.3.a, E.1.3, E.2.1).

Retaining walls taller than 6 feet are not anticipated to be required, as perimeter grade transitions are managed with planted sloped terrain. Landscape design will address plant and vegetation criteria for building setbacks as defined in the Design Guidelines. (DG E.1.1, E.2.2).

Building setbacks will be planted with a variety of largely native groundcovers, shrubs, and trees, using higher maintenance annuals and perennials only at places of special emphasis such as building entrances. Drought tolerant plants will be preferred in order to minimize water use and maintenance, once they have become established. Raingardens and recharge zones for cleaned stormwater will generally be inaccessible except for periodic maintenance.



FIGURE 6.A - MASTER LANDSCAPE PLAN

The landscape on the HP property will establish a distinctive sense of place. Street trees will act as screens across the extent of development. The tree canopy will mature to cover much of the property, provide shade, give some weather protection, improve microclimates and 'clothe' the streets, buildings and parking lots. Landscaping will also integrate the stormwater management system.

LEGEND	
---	FUTURE ROW LINE
	OPEN SPACE
	STORMWATER TREATMENT
	PLAZA
●	PROPOSED FUTURE TREE
*	SECTION 30 SOUTH WASTEWATER PUMP STATION

TREES

The northeast area of the HP property has some evergreen trees and a steep embankment. The steep embankment will continue as a natural screen for the properties east of the development. Ample trees are planted across the site as identified in the Master Landscape Plan to achieve the City's canopy goals. The eastern slopes will be planted with an adaptive native grass seed mix to provide a green seasonal variety buffer and provide erosion control to the slope. (SP UD-2, UD-7).

Landscape at street corners will be a mix of large and medium canopy trees. Shrubs and groundcovers will surround the entry features and the surrounding landscape areas will utilize a mix of drought

tolerant low maintenance grasses. The entries will provide gateways to the property utilizing the natural topography and man-made forms to create a unifying entry to the HP property. (DG A.6.1.d).

Each open space and plaza area will incorporate an array of tree types that are consistent with the scale of the outdoor spaces. A mix of shrubs and groundcovers will be utilized to form the shapes of these spaces and allow generous areas for pedestrians to circulate throughout the seasons. (SP UD-3, 14, 16).

TREES	SCIENTIFIC NAME	COMMON NAME	HEIGHT	WIDTH
	<u>EASTERN PROPERTY EDGE</u>			
 EXISTING TREES	Deciduous and Conifer			
	<u>SOUTH AND NORTH ENTRIES</u>			
 LARGE CANOPY TREES	Cupressus nootkatensis	Alaskan Yellow Cedar	120 ft.	20 ft.
	Pseudotsuga menziesii	Douglas Fir	100 ft.	20 ft.
	Quercus garryana	Oregon White Oak	65 ft.	50 ft.
	Sequoiadendron giganteum	Giant Sequoia	160 ft.	30 ft.
 MEDIUM CANOPY TREES	Acer x freemani 'Jeffersred'	Autumn Blaze Maple	50 ft.	40 ft.
	Betula nigra 'Cully'	Heritage River Birch	40 ft.	30 ft.
	Cupressus nootkatensis	Alaskan Yellow Cedar	120 ft.	20 ft.
	Quercus palustris	Pin Oak	55 ft.	40 ft.
	Ulmus 'Pioneer'	Pioneer Elm	55 ft.	40 ft.
 MEDIUM CANOPY TREES	<u>184TH AND SIDE STREETS</u>			
	Carpinus betula 'Fastigata'	European Hornbeam	35 ft.	25 ft.
	Nyssa sylvatica 'Haymanred'	Red Range Tupelo	35 ft.	20 ft.
	Tilia americana x eucholora 'Redmond'	Redmond Linden	35 ft.	25 ft.
	Zelkova serrata 'Village Green'	Village Green Zelkova	40 ft.	38 ft.
 MEDIUM CANOPY TREES	<u>PARKING LOT TREES</u>			
	Carpinus betula 'Fastigata'	European Hornbeam	35 ft.	25 ft.
	Celtis occidentalis	Hackberry	45 ft.	35 ft.
	Gleditsia triacanthos 'Shademaster'	Shademaster Honey Locust	45 ft.	35 ft.
	Ulmus 'Frontier'	Frontier Elm	40 ft.	30 ft.
 ALL CANOPY TYPE TREES	<u>OPEN SPACE AND PLAZA TREES</u>			
	Acer griseum	Paperbark Maple	25 ft.	20 ft.
	Cornus kousa x nutalli 'KN 30-8'	Venus Dogwood	25 ft.	20 ft.
	Cupressus nootkatensis	Alaskan Yellow Cedar	120 ft.	20 ft.
	Maackia amurensis	Amur Maackia	30 ft.	30 ft.
	Parrotia persica	Persian Parrotia	30 ft.	20 ft.
	Pseudotsuga menziesii	Douglas Fir	100 ft.	20 ft.



FIGURE 6.B - TREES

The proposed tree master plan characterizes the intent of tree density city code requirement. As designs are implemented at this site, the tree density requirement will be addressed at each phase.

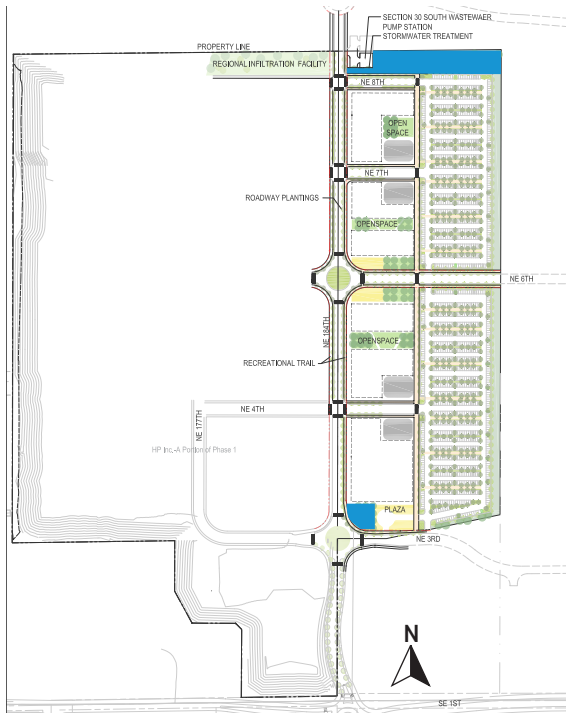
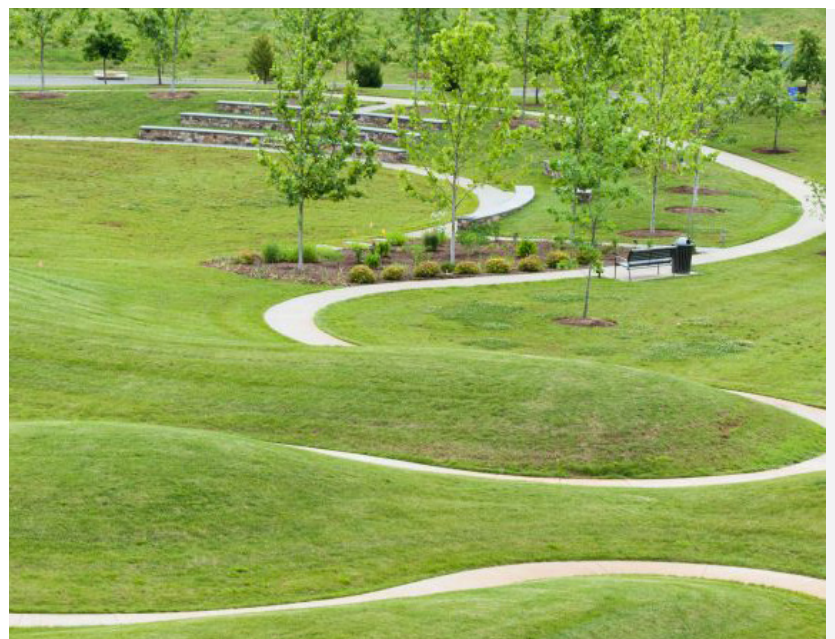


FIGURE 6.C - NORTH AND SOUTH ENTRY

The north and south entry will mark entry and arrival to the Master Plan areas. In addition, the north entry area will be part of the stormwater management system. The adjacent images show larger land forms that illustrate the opportunity to combine the functional requirements of landscape with a unique and identifiable design.



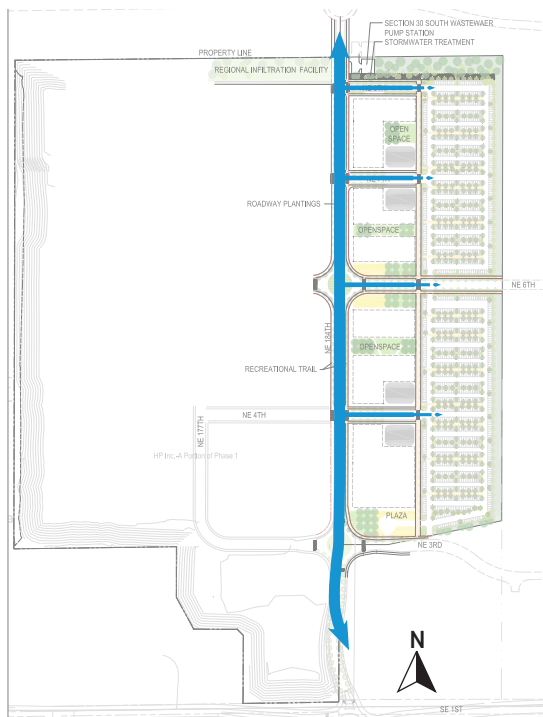


FIGURE 6.D - STREETS

Street trees will line public and private streets, as well as delineate circulation routes through the parking area.



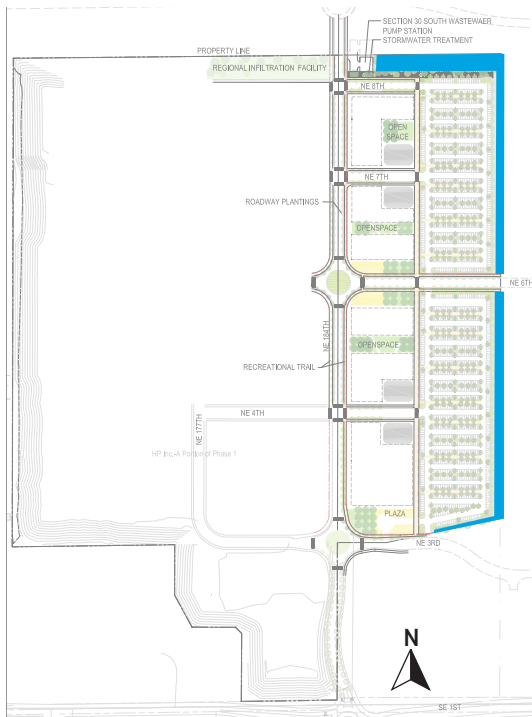


FIGURE 6.E - EASTERN SLOPES

Hillsides along the east edges of the HP property will be graded to a uniform and stable 2:1 slope and planted with meadow grasses and wild flowers. Access will be provided for maintenance through the adjacent parking areas. Native and drought resistant plant materials will be used to minimize maintenance and water consumption. The existing 2:1 slopes are too steep for successful long-term tree planting due to the required maintenance access, poor soil conditions, and possible impacts caused by high wind events. Other locations have been identified for tree planting that offer a higher likelihood for successful tree health and longevity.



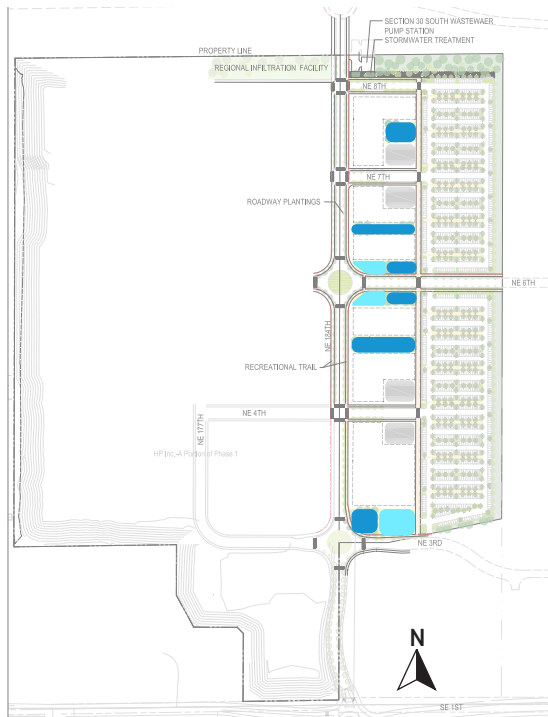


FIGURE 6.F - INTERNAL OPEN SPACE CONCEPTS

Spaces between buildings will be designed as extensions of the workplace, as well as providing for amenity and recreation use. Internal open space will also help tie together buildings with pedestrian circulations paths.



6.2 SIGNAGE

The design and location of signage throughout the HP property will be consistent and closely coordinated with design of the buildings and landscape. Monument signs near the intersection of NE 184th Avenue and NE 9th Street will be designed with gateway plantings on either or both sides of 184th Avenue. Directional signs will be located where sight lines from primary approaches are clear for all modes: drivers, pedestrians and bicycle riders. Identification of buildings will typically be attached to the buildings. Sign design will occur along with the building design to encourage architectural compatibility. Graphic uniformity between signs will be addressed as development progresses.

Quantity of signs will be permitted to vary. Building mounted signage will be permitted on all public and private street facing sides; and it may be lighted or back-lighted with steady light. Directional and wayfinding signage will be placed at junctions of sidewalks, streets, plazas, service and any combination of these. Code required signage will be adopted as required or appropriate. (DA, EX. 4, p.5)



HP IDENTIFICATION SIGN



DIRECTIONAL SIGN



BUILDING IDENTIFICATION SIGN

FIGURE 6.G - SIGNAGE

Monument signs will announce the HP property at the main point of entry near NE 9th Street on either or both sides of NE 184th Avenue. Within the property, direction signs will be coordinated with lighting to be visible to pedestrians and cyclists, as well as drivers after dark. Signs identifying individual buildings will typically be attached to them and designed to be compatible with the architecture.

6.3

SCREENING AND BOUNDARIES

Views of the HP site from NE 184th Avenue will be limited to building frontages and glimpses along the driveways between building groups. Parking lots will be partially screened by street trees east of the buildings and will be further obscured by rows of trees planted in the parking lots, providing a substantial increase in tree canopy over the site. Parking lots will be obscured from view from properties east and south of the site by the existing berm and by the trees and other plantings that separate them. (SP TR-22) (DA Ex. 6, p. 4).

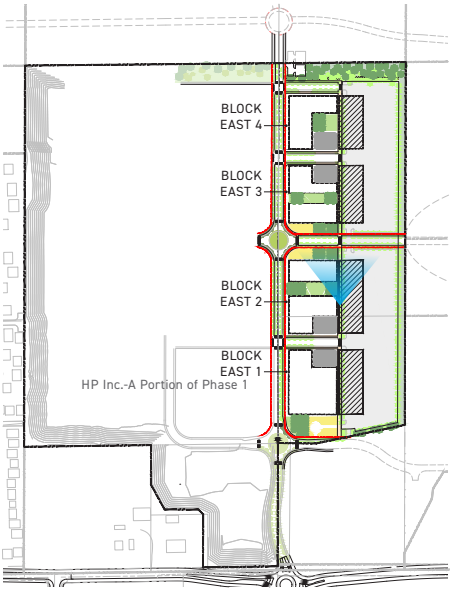
Service yards will all be located on the north, south, and/or east sides of the buildings and will be architecturally screened. In some cases, screening may include landscape materials such as pergolas or vegetation. Utility meters and other equipment will similarly be screened. Any blank walls visible from public streets will be screened using a variety of landscape and architectural materials depending on particular circumstances at each site. (SP UD-15)(DG D.3.1).

Walls and fences near the buildings will be of materials and design appropriate to adjacent architecture. Those elsewhere on the site will be integrated with landscape design, their effect on screening or focusing views being carefully considered.



FIGURE 6.H - CONCEPTUAL VIEW OF PARKING AREA AND BLOCK EAST 2 LOOKING NORTH FROM PARKING LOT AREA

Landscape, walls and fences will be designed integral to the buildings and landscape to which they relate. Pedestrians and cyclists moving north-south can choose to use the recreational trails along 184th Avenue, or the pathways between the buildings and the parking to the east, illustrated above. Parking will be partially screened by the buildings, street trees and low vegetation within the parking areas.



KEY PLAN

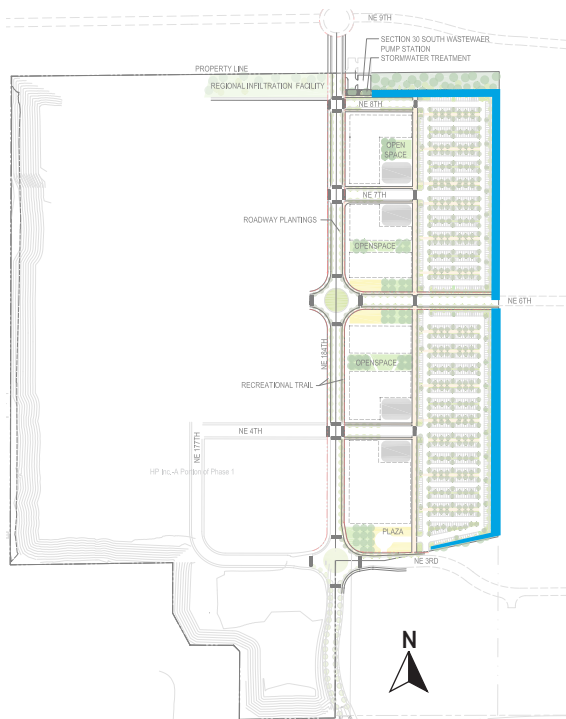


FIGURE 6.1 - SLOPE AND ENTRY SCREENING

Examples of potential landscape treatment..



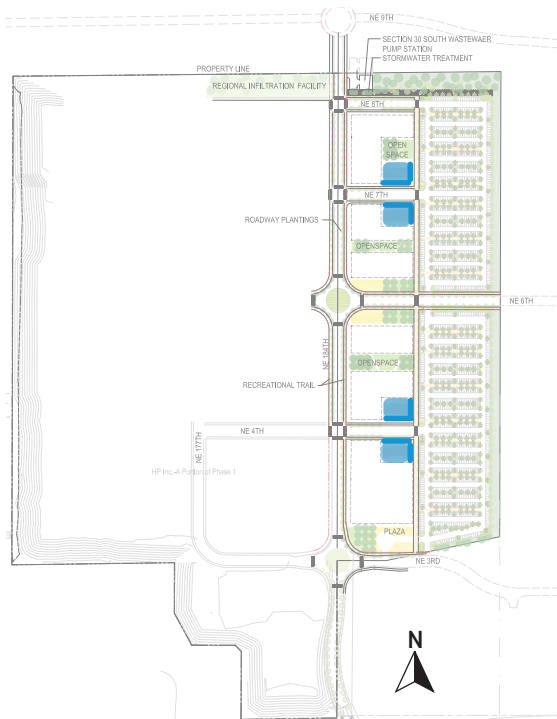
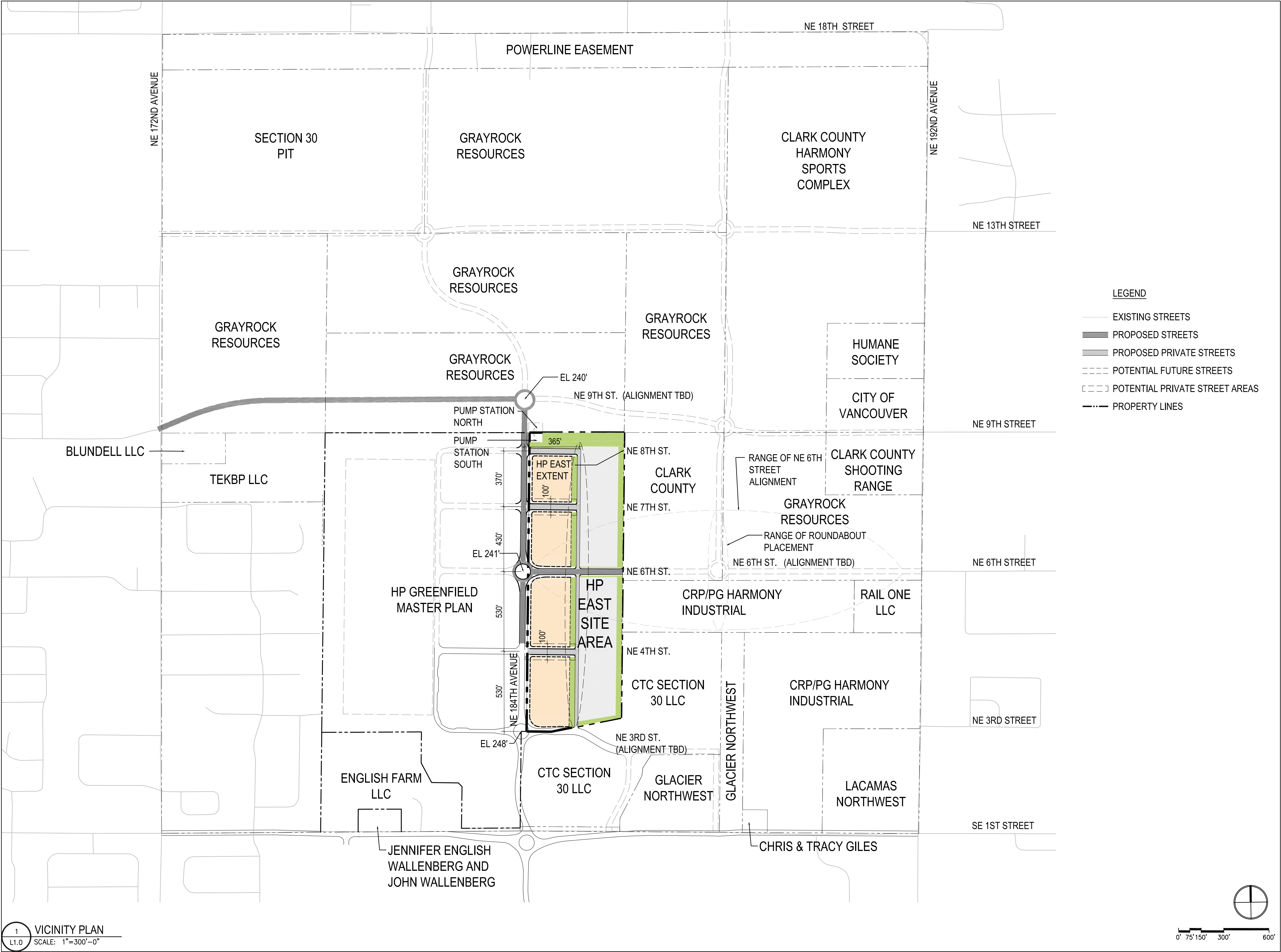


FIGURE 6.J - SERVICE YARD SCREENING

The service yard areas throughout the site will be screened with materials that complement the building enclosure, and are consistent with City standards and Section 30 design guidelines. Each area will be buffered with appropriate landscape materials where those materials can be accommodated. These service areas will be as inconspicuous as possible and not impede the circulation patterns of the HP property.





1 VICINITY PLAN
L1.0 SCALE: 1"=300'-0"

LEGEND
EXISTING STREETS
PROPOSED STREETS
PROPOSED PRIVATE STREETS
POTENTIAL FUTURE STREETS
POTENTIAL PRIVATE STREET AREAS
PROPERTY LINES

HP INC.

Vancouver, Washington

Drawing Title
HP EAST MASTER PLAN
VICINITY PLAN

Date: SEPTEMBER 2024
Job No: P 24518
Drawn By:
Checked By:
Drawing No.

LU 1.0

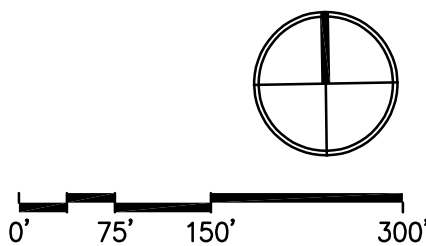
APPLICATION



- HP 68 ACRES PROPERTY LINE
- FUTURE ROW LINE
- POTENTIAL BUILDING
- POTENTIAL BUILDING OR PARKING
- PARKING AREA
- SERVICE YARD
- OPEN SPACE
- STORMWATER TREATMENT AREA
- PLAZA
- EXISTING TREE
- PROPOSED FUTURE TREE

BUILDING FOOTPRINT

BLD NUMBER	AREA (SF)
1	72,300
2	37,600
3	27,500
4	25,500
5	24,600
6	45,100



Consultants

CIVIL ENGINEER

MacKay Sposito
1325 SE Tech Center Drive, Suite 140
Vancouver, WA 98683

Revisions

HP INC.

Vancouver, Washington

Drawing Title

HP EAST
FULL SITE
UTILIZATION PLAN

Date: SEPTEMBER 2024

Job No: P 24518

Drawn By:

Checked By:

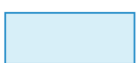
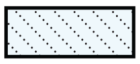
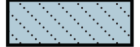
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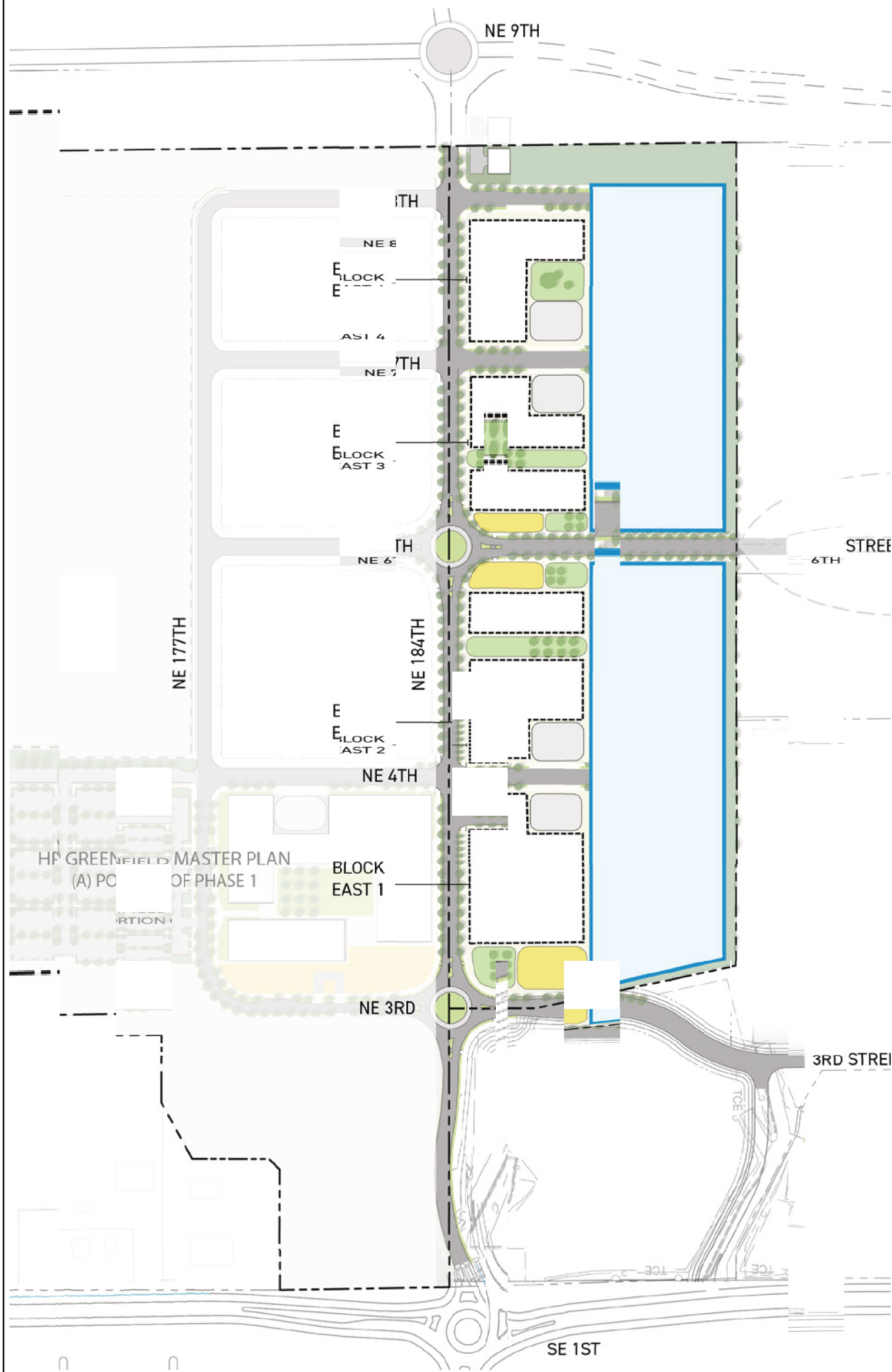
L1.1

APPLICATION

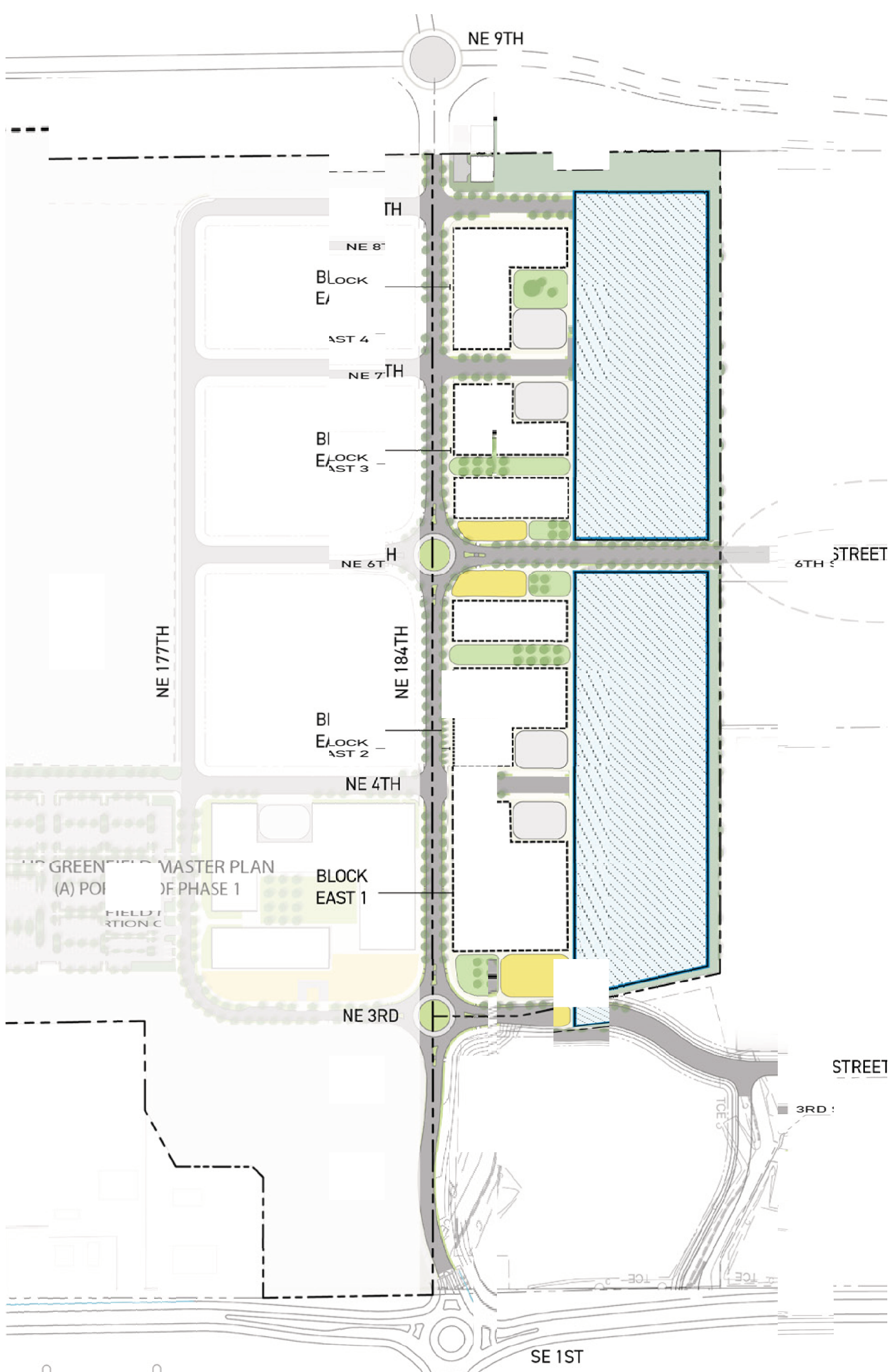
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LEGEND

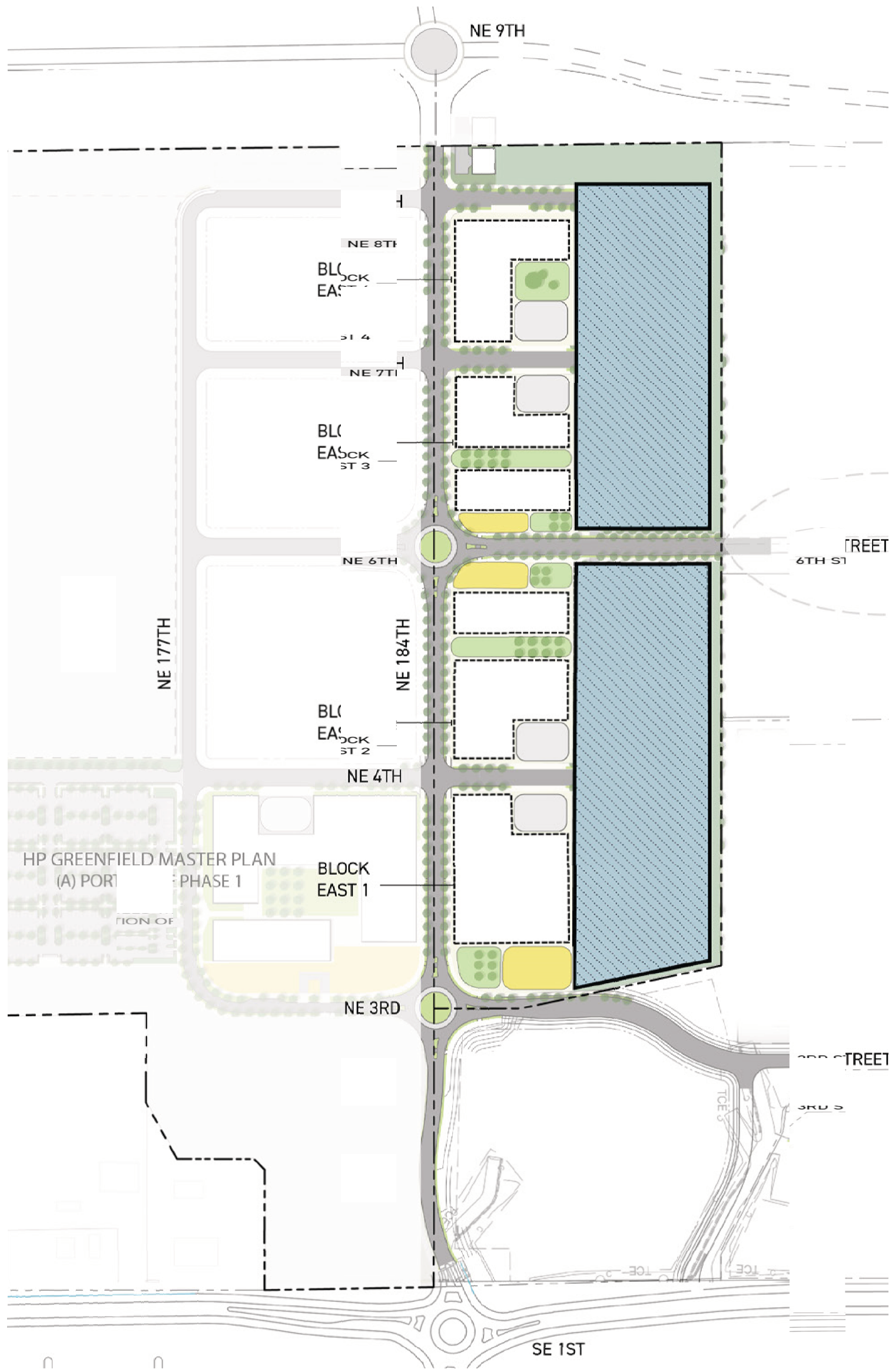
-  SURFACE PARKING
-  DECK PARKING
-  STRUCTURED PARKING



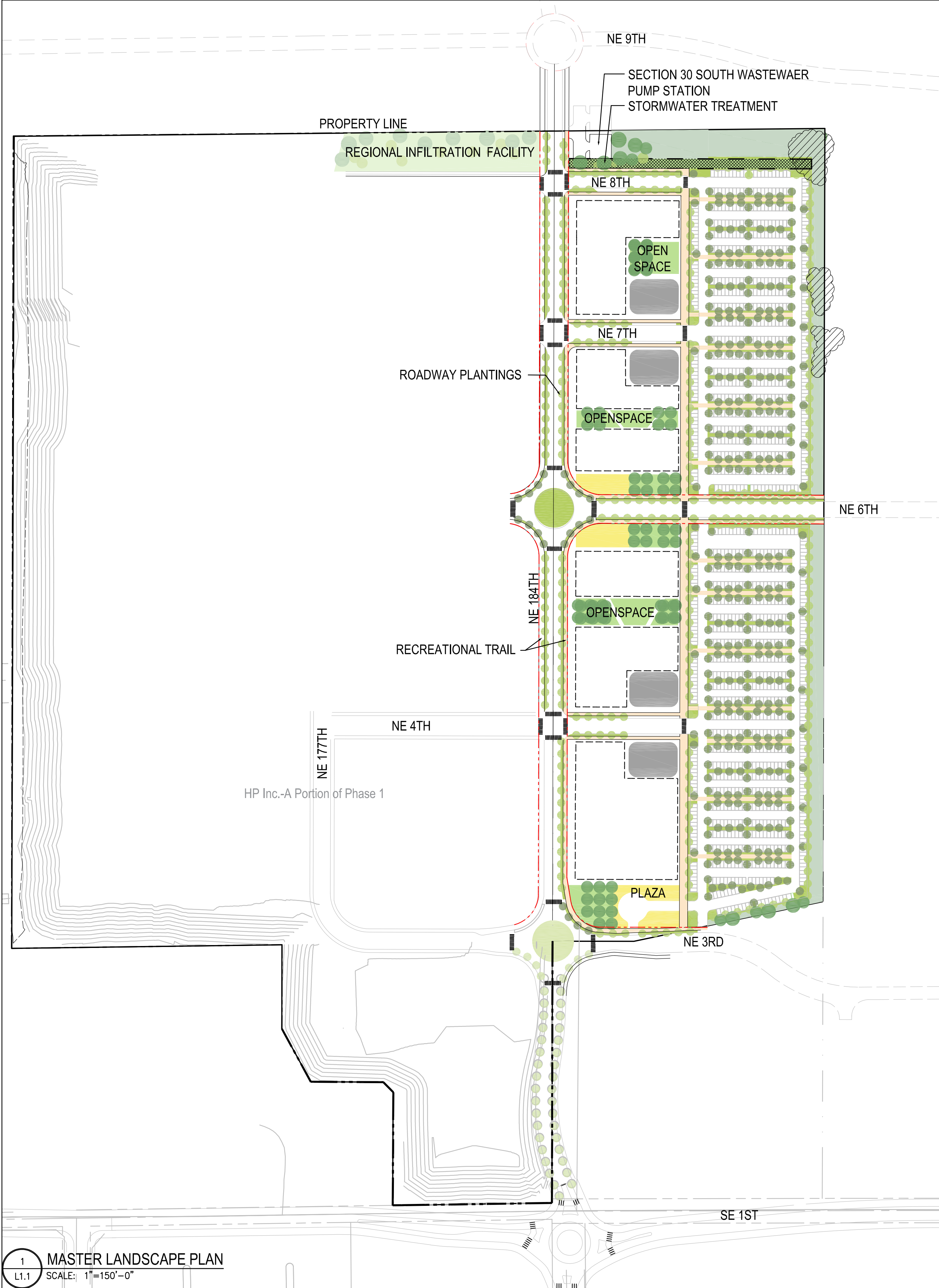
OPTION A
POTENTIAL SURFACE PARKING LOCATION



OPTION B
POTENTIAL DECK LOCATION



OPTION C
POTENTIAL LOCATIONS FOR STRUCTURED PARKING



1 MASTER LANDSCAPE PLAN
L1.1 SCALE: 1"=150'-0"

LEGEND

TREES	SCIENTIFIC NAME	COMMON NAME	HEIGHT	WIDTH
 EXISTING TREES	<u>EASTERN PROPERTY EDGE</u> Deciduous and Conifer	Mix of Deciduous and Evergreen		
 LARGE CANOPY TREES	<u>SOUTH AND NORTH ENTRIES</u> Cupressus nootkatensis Pseudotsuga menziesii Quercus garryana Sequoiadendron giganteum	Alaskan Yellow Cedar Douglas Fir Oregon White Oak Giant Sequoia	120 ft. 100 ft. 65 ft. 160 ft.	20 ft. 20 ft. 50 ft. 30 ft.
 MEDIUM CANOPY TREES	Acer x freemani 'Jeffersred' Betula nigra 'Cully' Cupressus nootkatensis Quercus palustris Ulmus 'Pioneer'	Autumn Blaze Maple Heritage River Birch Alaskan Yellow Cedar Pin Oak Pioneer Elm	50 ft. 40 ft. 120 ft. 55 ft. 55 ft.	40 ft. 30 ft. 20 ft. 40 ft. 40 ft.
 MEDIUM CANOPY TREES	<u>184TH AND SIDE STREETS</u> Carpinus betula 'Fastigata' Nyssa sylvatica 'Haymanred' Tilia americana x eucholora 'Redmond' Zelkova serrata 'Village Green'	European Hornbeam Red Range Tupelo Redmond Linden Village Green Zelkova	35 ft. 35 ft. 35 ft. 40 ft.	25 ft. 20 ft. 25 ft. 38 ft.
 MEDIUM CANOPY TREES	<u>PARKING LOT TREES</u> Carpinus betula 'Fastigata' Celtis occidentalis Gleditsia triacanthos 'Shademaster' Ulmus 'Frontier'	European Hornbeam Hackberry Shademaster Honey Locust Frontier Elm	35 ft. 45 ft. 45 ft. 40 ft.	25 ft. 35 ft. 35 ft. 30 ft.
 ALL CANOPY TYPE TREES	<u>OPEN SPACE AND PLAZA TREES</u> Acer griseum Cornus kousa x nutalli 'KN 30-8' Cupressus nootkatensis Maackia amurensis Parrotia persica Pseudotsuga menziesii	Paperbark Maple Venus Dogwood Alaskan Yellow Cedar Amur Maackia Persian Parrotia Douglas Fir	25 ft. 25 ft. 120 ft. 30 ft. 30 ft. 100 ft.	20 ft. 20 ft. 20 ft. 30 ft. 20 ft. 20 ft.

STREETSCAPE



184TH

The main circulation roadway will be consistently lined with street trees that provides a welcoming tree canopy and provides shade during the hot summer months. Landscape and stormwater planters will buffer the sidewalk and trail systems that run parallel with the roadway creating a green street system that is consistent with the Section 30 guidelines.



PARKING AND PEDESTRIAN ACCESS

Each vehicle parking area will utilize the city code and the Section 30 guidelines to ensure the tree canopy and landscape areas are used to buffer the pavement areas. Pedestrian walkways will be tree lined and wide enough for people to pass by without crowding. Some raingardens will be also present in the parking areas to treat and transport the stormwater runoff.

LANDSCAPE AREAS



ENTRY LANDSCAPE

Each entry landscape will be a mix of large and medium canopy trees. Some areas will be used to place replacement trees as mitigation for trees removed along the western top edge of the HP property. Shrubs and groundcovers will surround the main entry features and the surrounding landscape areas will utilize a mix of drought tolerant low maintenance grasses.



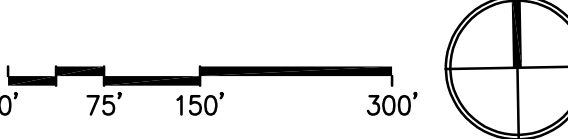
EAST SLOPE LANDSCAPE

The western slopes will use a mix of drought tolerant low maintenance grasses along the slopes to provide seasonal variety and erosion control. Large canopy evergreen and deciduous trees may be used in selected locations for screening, but not blocking the view corridors of the existing residences. A low evergreen hedge will be used along the western top of slope area to avoid impeding views to the east.



OPEN SPACE AND PLAZA AREAS

Each open space and plaza area will incorporate an array of tree types that are consistent with the scale of the outdoor spaces. A mix of shrubs and groundcovers will be utilized to form the shapes of these spaces, but still allow generous areas to circulate and gather throughout the seasons.





October 25, 2024

**Notice of Application and
Optional SEPA Determination of Nonsignificance**

Project: HP East Master Plan | PRJ-169273/LUP-84555

Request: Master Plan approval for a mix of office, research and development and other uses consistent with the HP and City of Vancouver development agreement through a Type IV process for HP East Master Plan.

The application was accepted Sept. 17, 2024 and deemed fully complete Oct.14, 2024.

Location: 18208 SE 1st Street, Vancouver, WA 98684, Parcel 176374000 located within the SE ¼ and SW ¼ of Section 30, Township 2N, Range 3E of the Willamette Meridian.

Contact: Soo Anderson, JLL, 1120 NW Couch St., Suite 500, Portland, OR 97209

Owner: Justin Chi, HP Inc., 1501 Page Mill Road, Palo Alto, CA 94304

Under the authority of VMC 20.790.230 and WAC 197-11-355, the City of Vancouver will use the optional combined determination of nonsignificance (DNS) and notice of application process. Based on the initial review of the proposed project, the city has determined this agency expects to issue a DNS on the proposal, finding the project will not create probable significant adverse environmental impacts.

The comment period for the notice of application may be the only opportunity to comment on the environmental impacts of the proposal. An approval of this project may include mitigation measures under applicable codes regardless of whether an environmental impact statement (EIS) is prepared. A copy of the final threshold determination may be obtained upon written request.

Comments on the proposal received before 4 p.m., Nov. 25, 2024, will be incorporated into the staff report; comments received after that date will be presented at the hearing.

Procedural appeals to the SEPA determination shall be filed in writing within 14 calendar days following the last day of the comment period.

Substantive SEPA appeals shall be filed in writing within 14 calendar days of the issuance of the staff's decision approving, conditioning, or denying the proposal on the basis of substantive SEPA authority. The City Council's decision of the SEPA substantive appeal shall be final and not subject to further administrative appeal.

After the comment period closes, staff will issue a final SEPA determination, and the proposal will be scheduled for a public hearing before the Vancouver Planning Commission. The Vancouver Planning Commission will make a recommendation to the Vancouver City Council who will make the final decision. Public hearings for both Planning Commission and City Council will be published in the newspaper and on the city's website.

This notice is intended to inform potentially interested parties about the proposal; invite them to submit written statements for the record; request to be added to the list for a notice of the public hearing; and inform them of their right to receive a notice of the decision, including a notice of appeal rights.

Failure of any party to address the relevant approval criteria with sufficient specificity may preclude subsequent appeals on that issue. Comments that are directed at the relevant approval criteria are what constitute relevant evidence. Please direct comments to the case manager's email address listed below.

All evidence relied upon by the planning official in making the SEPA determination and to make the decision on this application is contained within the public record. The public record for this application is on file and will be made available on request. Copies of this information can be obtained at a reasonable cost. Please include the project numbers when making a request.

Due to the limited days the permit center is open for walk-in assistance, requests to review application materials or be added to the public hearing notification list shall be emailed to the case manager's e-mail address below.

Case Manager: Mark Person, AICP, Senior Planner
E-mail Address: mark.person@cityofvancouver.us



Oct. 25, 2024

NAME

DATE



HP East Master Plan



Legend

- ☐ Taxlots
- ☐ All Roads
 - Interstate or State Route
 - Arterial
 - Collector
 - Private or Other

Notes:

This map was generated by Clark County's "MapOnline" website. Clark County does not warrant the accuracy, reliability or timeliness of any information on this map, and shall not be held liable for losses caused by using this information. Taxlot (i.e., parcel) boundaries cannot be used to determine the location of property lines on the ground.

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Clark County, WA, GIS - <http://gis.clark.wa.gov>

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HP EAST Master Plan

Appendix C - SEPA Checklist

**SUBMIT TO:**

City of Vancouver
Community & Economic Development
415 W. 6th ST
Vancouver, WA 98660
www.cityofvancouver.us

SEPA ENVIRONMENTAL CHECKLIST**WAC 197-11-960**

Property Owner: <u>HP Inc.</u> (Print or Type Name)	Telephone: <u>(650)796-9230</u>
Mailing Address: <u>1501 Page Mill Road, Palo Alto, CA 94304</u> (No., City, State, ZIP)	
Applicant: <u>Justin Chi</u> (Print or Type Name)	Telephone: <u>(650) 796-9230</u>
Mailing Address: <u>1501 Page Mill Road, Palo Alto, CA 94304</u> (No., City, State, ZIP)	
Relationship to Owner: _____	
Tax Assessor Serial Number(s): <u>176374000</u>	
Legal description: Lot(s) <u>11,13, 17, 23, 56, 57, 64</u> Block(s) _____ Plat name <u>a231303</u> SEC 30 T2N R3E WM 97.29A	
(If a Metes and Bounds description, check here ☐ , and attach narrative to this application.)	
Site Address (if any): <u>18208 SE 1ST ST, VANCOUVER, WA 98684</u>	
② Include 8½" x 11" copies of ☒ Quarter Section Map, ☒ Topographic Map, ☒ Scaled Site Plan. Delineate site on maps.	
Notice to Applicants: You must use the current revision of this form or your application will not be accepted. If you use our disk version of this form (MS Word 6.0) you may not alter the format. Make sure you have the current version before submittal.	

Purpose of checklist:

Governmental agencies use this checklist to help determine whether the environmental impacts of your proposal are significant. This information is also helpful to determine if available avoidance, minimization or compensatory mitigation measures will address the probable significant impacts or if an environmental impact statement will be prepared to further analyze the proposal.

Instructions for applicants: [\[help\]](#)

This environmental checklist asks you to describe some basic information about your proposal. Please answer each question accurately and carefully, to the best of your knowledge. You may need to consult with an agency specialist or private consultant for some questions. You may use "not applicable" or "does not apply" only when you can explain why it does not apply and not when the answer is unknown. You may also attach or incorporate by reference additional studies reports. Complete and accurate answers to these questions often avoid delays with the SEPA process as well as later in the decision-making process.

The checklist questions apply to all parts of your proposal, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

Instructions for Lead Agencies:

Additional information may be necessary to evaluate the existing environment, all interrelated aspects of the proposal and an analysis of adverse impacts. The checklist is considered the first but not necessarily the only source of information needed to make an adequate threshold determination. Once a threshold determination is made, the lead agency is responsible for the completeness and accuracy of the checklist and other supporting documents.

Use of checklist for nonproject proposals: [\[help\]](#)

For nonproject proposals (such as ordinances, regulations, plans and programs), complete the applicable parts of sections A and B plus the [SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS \(part D\)](#). Please completely answer all questions that apply and note that the words "project," "applicant," and "property or site" should be read as "proposal," "proponent," and "affected geographic area," respectively. The lead agency may exclude (for non-projects) questions in Part B - Environmental

Elements –that do not contribute meaningfully to the analysis of the proposal.

A. BACKGROUND [\[help\]](#)

1. Name of proposed project, if applicable: [\[help\]](#)
HP East Master Plan (HP East)
2. Name of applicant: [\[help\]](#)
HP Inc. ("HP")
3. Address and phone number of applicant and contact person: [\[help\]](#)
Contact for Applicant:
JLL
Soo Anderson
1120 NW Couch Street, Suite 500
Portland, OR 97209
Tel: (503) 546-3664

Applicant:
HP Inc.
Justin Chi
1501 Page Mill Road
Palo Alto, CA 94303
4. Date checklist prepared: [\[help\]](#)
8/19/2024
5. Agency requesting checklist: [\[help\]](#)
City of Vancouver (City)
6. Proposed timing or schedule (including phasing, if applicable): [\[help\]](#)

No development is proposed as part of the Master Plan review and approval process. The HP East Master Plan process began in May 2024 and is expected to be ready for City completeness review in September 2024. City comments are expected to be integrated by October 2024. Master Plan workshops with the City are expected to begin in November-December 2024. Public hearings before the Planning Commission and City Council will follow. The City and HP expect to coordinate timing should external variables impact the anticipated timing summarized here.

According to the December 16, 2019 Development Agreement between HP Inc. and the City ("HP Development Agreement") the proposed HP Inc. ("HP") development described in this Plan is expected to occur in multiple phases over the next 10+ years (Dec. 2019 – Dec. 2034), with the possibility to extend beyond that date. HP has not designated a start date for construction of the HP East project area.

7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain. [\[help\]](#)
 - The final phases of the construction of NE 184th Avenue from NE 4th Street to NE 9th Street, adding additional capacity to the regional stormwater facility, and use of the proposed Section 30 South Wastewater Pump Station.
 - Phase 2 of the City's SE 1st Street Improvement Project, including the construction of a roundabout at the intersection of NE 184th Avenue and SE 1st Street, also relates to the proposed project, and received separate approval and SEPA review.
 - Subsequent future phases of development of the HP Property.
 - Other Section 30 Urban Employment Center Subarea property owners may separately develop in the future and utilize the improvements addressed in this checklist.

8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal. [\[help\]](#)

- Blake, Karry, and Cristina Rodrigues-Franco. 2023. *Clark County Archaeological Predetermination Report NE 184th Avenue, Vancouver, Washington*. Chronicle Heritage. Prepared for HP Inc., September 27, 2023.
- Brownell, Sarah R., Martin Plumer, and Karry L. Blake. 2020. *Archaeological Predetermination Report for the HP Master Plan*. WHPacific, Inc., an NV5 company. Prepared for HP.
- GeoDesign, Inc., 2018. *Memorandum; Section 30 Mine Sites; Summary of Reclamation Permitting and Closure Options, dated November 30, 2018*. GeoDesign Project: PacTrust-208-04
- GeoDesign, Inc., 2018. *Report of Geotechnical Engineering Services; Cadman Property; 18208 SE 1st Street; Vancouver, Washington*, dated December 5, 2018. GeoDesign Project: PacTrust-208-03
- GeoDesign, Inc., 2018. *Phase I Environmental Site Assessment. Cadman Property. 18208 SE 1st Street, Vancouver, Washington*. For Columbia Tech Center, LLC. Dated December 18, 2018. GeoDesign Project: PacTrust-208-01.
- GeoDesign, Inc., 2018. *Limited Phase II Environmental Site Assessment. Cadman Property. 18208 SE 1st Street, Vancouver, Washington*. For Columbia Tech Center, LLC. Dated December 19, 2018. GeoDesign Project: PacTrust- 208-02.
- GeoDesign, Inc., 2018. *Limited Supplemental Investigation. Cadman Property. 18208 SE 1st Street, Vancouver, Washington*. For Columbia Tech Center, LLC. Dated December 19, 2018. GeoDesign Project: PacTrust- 208-02.
- Kittelson & Associates, Inc. 2022. *Transportation Impact Study Section 30 Subarea Study*. Dated September 2022. Prepared for the City of Vancouver, Streets and Transportation Division.
- Kittelson & Associates, Inc., *Future Conditions Mitigation Detailed Discussion technical appendix memorandum to the Traffic Impact Study*. Dated September 2022. Prepared for the City of Vancouver, Streets and Transportation Division
- NV5 2022. *Memorandum; Summer 2022 Grading; Greenfield Site; Vancouver, Washington*, dated April 21, 2022. Project: HP-1-08
- NV5 2023. *Memorandum; Critical Areas Report; HP Inc. – A Portion of Phase 1; Vancouver, Washington*; dated October 25, 2023. Project HP-1-10.
- NV5 2023. *Memorandum; Scale House Septic Holding Tank Removal; HP Inc. Site, Vancouver Washington*; dated November 3, 2023. Project HP-1-08.
- NV5, 2023. *Report of Geotechnical Engineering Services; HP Inc. – Phase 1 – Northeast Pond Area; Vancouver, Washington*; dated November 9, 2023. Project: HP-1-13.
- NV5 2024. *Final Completion Report; Geotechnical Construction Observation Services; HP Inc. Site – HP 30 Parcel, Vancouver, Washinton*; dated January 9, 2024. Project HP-1-09.
- Olson Engineering Inc. 2023. *City of Vancouver, Feasibility Report, Section 30, Area 2 Pump Station*. Prepared for HP Inc., dated April 10, 2023. Job # 18012, by Olson Engineering Inc., a Division of MacKay Sposito. HP Inc.
- TRC Final Cadman 30 Parcel – Phase I Environmental Site Assessment Report prepared for HP Inc. dated January 26, 2022. TRC Project # 473680.
- August 25, 2023, HP Inc, A Portion of Phase 1 SEPA DNS/NOA (SEPA # 202302490). City of Vancouver, Lead Agency File # PRJ-165336/LUP-83336.
- November 21, 2023. HP NE 184th Avenue Infrastructure Improvements SEPA DNS (SEPA # 202305513). City of Vancouver, Lead Agency File # PRJ-165336/LUP-83790.

9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain. [\[help\]](#)

NE 184th Avenue is designated a Collector Arterial. The section of SE 184th Avenue from SE 1st Street to NE 4th Street is currently under review in civil plans permit file ENG-83920.

Section 30 South Wastewater Pump Station is currently under City review in permit file ENG-83808.

10. List any government approvals or permits that will be needed for your proposal, if known. [\[help\]](#)

- City of Vancouver Site Development and Building Permits

- Grading Permit, NPDES permit, Stormwater Pollution Protection Plan (SWPPP) approval
- Public Works Permit, and/or Right-of-Way Permit

11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.) [\[help\]](#)

No development is proposed as part of the HP East Master Plan review and approval process. The proposed HP East Master Plan is designed to develop land within the City's Section 30 Urban Employment Center Subarea Plan (Subarea Plan) and will comply with the HP Development Agreement, and Section 30 Design Guidelines (Design Guidelines).

The proposed HP East Master Plan covers the development of approximately 30 acres of the approximate 98 acre HP Inc. parcel (PIN # 176374000) within the City's Section 30 Urban Employment Center Plan District. The complete project will extend north from CTC Section 30 LLC parcel (PIN # 176386000) to the Grayrock Resources, LLC parcel (PIN # 176369000); and east of the NE 184th Avenue right of way to the CTC Section 30 LLC, CRP/PG Harmony Industrial Owner LLC, and the Clark County Public Works Operation Center parcels (PIN #'s 176386000, 176381000, and 176379000, respectively). The proposed HP East Master Plan includes:

- Up to a total of 1,500,000 gross square feet (GSF) of office, research and development, and light industrial use space as combined total for the approximately 98 acres HP Property, consistent with the HP Development Agreement. The HP East Master Plan anticipates the project being developed in several phases over the next 10 to 15+ years, or beyond. The Full Site Utilization Plan allows for flexibility in development phasing to respond to changing circumstances over the life of the HP East Master Plan (HP East Master Plan Sec. 5.1 and 5.2):
- Parking lots east of the proposed HP East building development.
- The extension of NE 184th Avenue from currently planned NE 4th Street to the north end of the HP Property, approaching the connection point with future NE 9th Street.
- The dedication of a minimum of 30 feet of right of way from the development property line to accommodate the future extension of NE 3rd Street east from the NE 3rd Street roundabout.
- Extension of NE 6th Street with bike/pedestrian facilities running east of the future extension of NE 184th Avenue, which will be publicly accessible as the street is extended east of NE 184th Avenue.
- Extension of private roads NE 4th, NE 7th, and NE 8th Streets as connectors from NE 184th Avenue east into the new HP East development.
- Sewer, stormwater, domestic water, electricity and other utilities.
- Landscaping, including shade trees along roads, within the parking lots, and, where feasible, along the border with neighboring properties.
- Additional infrastructure construction referred to in the HP East Master Plan, some of which may be performed by HP, may include land dedicated from neighboring properties, and coordination with such neighbors:
 - Extending 184th Avenue north between SE 1st Street and NE 9th Street as a full-width, 34-foot curb-to curb collector arterial. Traffic roundabouts will be constructed at the intersections of NE 184th Avenue and NE 6th Street and NE 9th Street to improve traffic flow.
 - Constructing NE 9th Street between 172nd Avenue and 184th Avenue including a roundabout at the junction of NE 9th Street and NE 184th Avenue.

12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist. [\[help\]](#)

The proposed HP East project area (proposed project area) is located on the east side of the HP Inc., Parcel Identification Number (PIN) # 176374000 ("HP Property") in T2N, R3E, Sec. 30. The proposed project area will be accessed by the NE 184th Avenue right-of-way off SE 1st Street. The HP East Master Plan Quarter Section Map

(Figure 1), the HP East Master Plan Topographic Map (Figure 2), and the HP East Master Plan Scaled Site Plan (Figure 3) referenced on page 1 of this checklist are attached with this checklist.

HP Property Address: 18208 SE 1ST ST, VANCOUVER, WA 98684

Abbreviated Legal Description: #11, 13, 17, 23, 56, 57 and 64 SEC 30 T2N R3E WM 97.29A

ENVIRONMENTAL ELEMENTS [\[help\]](#)

13. Earth

- a. General description of the site [\[help\]](#)
(circle one): **Flat, rolling**, hilly, **steep slopes**,
mountainous, other __

The topography in the proposed project area is irregular due to past aggregate surface mining and site reclamation operations. Based on the steep Slope and Landslide Hazard Group map layer available on the Clark County Maps Online website's Development Review environmental map layers

(<https://gis.clark.wa.gov/maponline/?site=DevPacket>) there are steep slopes along the south, east, and north sides of the proposed project area. These slopes are classified as Steep Slopes and Landslide Hazard critical areas under the City of Vancouver's Geologic Hazards Ordinance (steep slopes > 25%). The rest of the site is a mix of flat and rolling topography.

NV5 (formerly known as GeoDesign, Inc.) recently completed a geotechnical engineering study of the northern 1/3 of the proposed HP East project area that includes a former mine settling pond (NV5 *Report of Geotechnical Engineering Services; HP Inc. – Phase 1 – Northeast Pond Area; Vancouver, Washington*; dated November 9, 2023. Project: HP-1-13). A 2018 geotechnical report examined the whole HP East project area when it was part of the CTC Section 30 LLC property (referred to as *Cadman Property Report of Geotechnical Engineering Services; Cadman Property; 18208 SE 1st Street; Vancouver, Washington*, dated December 5, 2018. GeoDesign Project: PacTrust-208-03.

NV5 completed a Critical Areas Report (NV5, 2023. *Memorandum; Critical Areas Report; HP Inc. – A Portion of Phase 1; Vancouver, Washington*; dated October 25, 2023. Project: HP-1-10) that covers the proposed HP East project area. The report notes the site contains slopes > 25% (4H:1V) around the site perimeter but none of the existing slopes appear to exceed an inclination of 50% (2H:1V). The report recommends that all permanent slopes on the site should not exceed 2H:1V and if vegetation is removed from existing slopes, such slopes should be planted with appropriate vegetation to provide protection against erosion as soon as possible after grading is complete.

- b. What is the steepest slope on the site (approximate percent slope)? [\[help\]](#)

< 50% (2H:1V)

- c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils. [\[help\]](#)

The U.S. Natural Resources Conservation Service (NRCS) classifies all soils in the proposed project area as Lauren gravelly loam, 0 to 8 percent slopes (LgB) and Fill land (Fn). LgB soils are classified as somewhat excessively drained soils, droughty soil, with no hydric soil rating (<https://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx>).

The project area is in a reclaimed quarry with highly disturbed soils that are not suitable for agriculture. The 2018 geotechnical report for the Cadman Property (GeoDesign Inc. 2018. Project: PacTrust-208-03) found the site to be generally covered by 15 to 60 feet of aggregate fill primarily consisting of sand and gravel with isolated areas of silt and clay. The 2023 geotechnical report (NV5 2023. Project: HP-1-13) focusing on the northern 1/3 of the HP East project area and the former tailings pond area (within the northern 1/3 of HP East) found the cap fill material to be generally comprised of 5 to 25.5 feet of sand with variable portions of gravel and silt and the former tailings pond

below the cap to consist of 9 to 35 feet of very loose to medium dense sand with varying proportions of silt and very soft to soft silt and clay with varying proportions of sand gravel, and organics. Below the cap fill and tailings is a 0 – 3 feet thick fill layer consisting of disturbed native silt with varying proportions of sand and gravel that comprises the former quarry floor and then a 14 to 41.3 foot thick layer of native soil that is predominately sand with variable proportions of silt and gravel.

- d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe. [\[help\]](#)

The 2023 geotechnical report (NV5, 2023. Project: HP-1-13) performed a liquefaction analysis and found that between 0.5 inch and 1.5 inches of total liquefaction settlement could occur in a zone of soil in proximity to the proposed Section 30 South Wastewater Pump Station. Due to the presence of a non-liquefiable crust of soil above the liquefiable soil, the report recommends assuming a maximum liquefaction settlement of up to 1 inch with differential settlement of approximately 0.5 inch within a 50-foot span for preliminary design purposes. Specific site development recommendations are outlined in the 2023 geotechnical report. The geotechnical report did not consider lateral spreading to be a design concern based on the flat nature and depth of liquefiable soil.

- e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill. [\[help\]](#)

The proposed development will require excavation, grading, and adding additional fill material but the type, total area, and approximate quantities and total affected area are unknown at this time. It is likely that all fill material used will be from onsite sources. Since total fill needs will be determined at a later date, other sources of fill may be later determined and if necessary discussed in a SEPA update. Soils will be graded for stormwater drainage to help water flow towards the NE 9th Street stormwater collection facility and ground water recharge area. It is expected that cutting and filling grades can be balanced across the HP Property. Fill material will likely come from sources within the HP Property. Some crushed rock fill will come from outside the project area with the source to be determined later.

- f. Could erosion occur as a result of clearing, construction, or use? If so, generally describe. [\[help\]](#)

Minor erosion of exposed soil could occur from rain, wind, and construction.

- g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)? [\[help\]](#)

Approximately 70% of the approximately 30-acre project area could be covered by impervious surfaces after project completion.

- h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any: [\[help\]](#)

During construction, erosion, sedimentation, and other impacts on the earth will be controlled by following the proposed project's Erosion/Sedimentation Control Plan (ESCP) and Stormwater Pollution Prevention (SWPPP) plans. Sediment control BMPs will be put in place prior to project construction and maintained throughout the project. Erosion control measures included in the project's design include hydroseeding and planting vegetation on the surrounding steep perimeter slopes and on all areas with exposed soil. In addition, buildings, parking lots, and access roads will be built on graded, leveled, and compacted soils which should prevent future erosion.

14. Air

- a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known. [\[help\]](#)

Air emissions, including greenhouse gases, may be generated during project construction. These include fugitive dust generated by grading, cutting, filling, and other ground disturbance activities; diesel engine exhaust emissions from

construction equipment; concrete batching and grinding; asphalt preparation and placement; gases released during welding; fertilizers used in landscaping; and air pollution generated by vehicles traveling to and from the construction site.

The proposed project will be designed to meet all federal, state, and local air quality standards. Air emissions during site operation and maintenance post construction will mostly consist of air pollution and greenhouse gases released from cars and trucks traveling to and from the site. Additional sources of air emissions could result from building parking lots, and landscaping maintenance; building HVAC systems; and emergency backup diesel power generators. Plans for buildings and their uses have not been finalized and future emissions information is not currently available. As building use plans are finalized revisions will be made to a SEPA Checklist if it is determined that the project will include any additional sources of air emissions.

- b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe. [\[help\]](#)

According to the EPA NEPAAssist (<https://www.epa.gov/nepa/nepassist>) and State Implementation Plan (SIP) (https://www3.epa.gov/airquality/urbanair/sipstatus/reports/wa_areabypoll.html) websites the proposed project area is not in a National Ambient Air Quality Standard (NAAQS) non-attainment area. The site and surrounding area are within an Ozone 1-hr (1979) area that was subsequently revoked and Carbon Monoxide Annual (1971) NAAQS maintenance areas (Table 1). This result differs from the NEPAAssist report table generated from the website on 10/6/2020 for the HP Master Plan because the NEPAAssist output table did not include the now-revoked Ozone 1-hr (1979) and CO (1971) NAAQS data at the time.

The Granite Construction Company operates a materials plant that produces hot mix asphalt on the CTC Section 30 LLC property just east of the proposed project area (18502 SE 1st ST, Vancouver, WA 98684). The Granite Construction Company was issued South West Clean Air Agency (SWCAA) permit number 16-3199, dated November 15, 2016 (<https://www.swcleanair.gov/docs/permits/Final/16-3199ADP.pdf>). Air emissions and asphalt odor from this facility reach the proposed project area.

- c. Proposed measures to reduce or control emissions or other impacts to air, if any: [\[help\]](#)

The proposed project is being designed to meet all federal, state, and local government clean air regulations. Construction air emissions will be minimized by following the project's Erosion/Sedimentation Control BMPs such as controlling fugitive dust by watering or stabilizing disturbed soils, covering stockpiles, using erosion control fencing when needed, and hydroseeding. Efforts will be made to reduce other sources of construction related air emissions, such as diesel exhaust, concrete batching and grinding, and asphalt preparation where feasible.

Post construction auto emissions will be reduced by providing electric vehicle (EV) charging stations, EV-ready, and EV capable parking spaces to encourage the use of EVs. Roadway traffic flow improvements, such as building roundabouts at the intersections of NE 184th Avenue and SE 1st Street, NE 3rd Street, and NE 6th Street, will help accommodate increased traffic volumes and reduce air emissions from traffic congestion. The use of roundabouts will encourage consistent vehicle speeds along NE 184th Avenue and will also help reduce vehicle emissions. Trees planted along roadways, parking lots, and throughout the project area will help improve air quality and capture carbon dioxide emissions.

15. Water

- a. Surface Water: [\[help\]](#)

- 1) Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If yes, describe type and provide names. If appropriate, state what stream or river it flows into. [\[help\]](#)

According to information available on the Clark County Maps Online website there are no year-round or seasonal streams, saltwater, lakes, ponds, or wetlands surface waters on or in the immediate vicinity of the proposed project area.

The proposed project area is in a highly disturbed landscape that was previously a surface mining quarry and does not contain any natural surface waters (Figure 4).

A pond had been constructed in the quarry floor in the north 1/3 of the property between May 2019 and August 2020 in connection with mining reclamation activity (as discussed above). A reclamation permit approved by the Department of Natural Resources for this site calls for grading of the area, and no future collection of water in this area is anticipated once that reclamation activity is complete, unless approved as part of a future application and an updated SEPA, if necessary.

- 2) Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans. [\[help\]](#)

Not Applicable

- 3) Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material. [\[help\]](#)

No fill or dredging materials will be placed in or removed from protected surface waters or wetlands for this project.

- 4) Will the proposal require surface water withdrawals or diversions? Give general description, purpose, and approximate quantities if known. [\[help\]](#)

The project will not require any surface water withdrawals or diversions.

- 5) Does the proposal lie within a 100-year floodplain? If so, note location on the site plan. [\[help\]](#)

The FEMA Flood Map Service Center website (<https://msc.fema.gov/portal/home>) maps the proposed project area as Zone X, Area of Minimal Flood Hazard. The proposed project area does not lie within a 100-year floodplain (Figure 4).

- 6) Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge. [\[help\]](#)

The proposed project will not involve any discharges of waste materials into surface waters.

b. Ground Water:

- 1) Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give general description, purpose, and approximate quantities if known. [\[help\]](#)

The proposed project area is within the boundaries of the Troutdale Sole Source Aquifer and is classified as a Critical Aquifer Recharge Area under the City's Critical Areas Ordinance.

The proposed project will be connected to the City's public water system. The proposed project will not withdraw groundwater for drinking water purposes. In the future the project may use a drilled well located on the HP Property for construction and/or irrigation purposes. Owner may apply for a reclaimed water system for non-potable uses where this does not conflict with city, county, state and federal guidelines or site conditions.

- 2) Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (for example: Domestic sewage; industrial, containing the following chemicals. . . ; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve. [\[help\]](#)

No wastewater or waste material will be discharged into the ground.

c. Water runoff (including stormwater):

- 1) Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe. [\[help\]](#)

Stormwater generated from rain events will be the main source of runoff in the project area. The proposed project is within a general depression surrounded by steep slopes to the south, east, and north sides of the proposed project area. There are no surface waters in or connected to the project area and all stormwater generated in the project area will be infiltrated into the soil or the regional stormwater facility near NE 9th Avenue. The City of Vancouver has determined that since the site is within a sump/depression and there are no water bodies that could be impacted, the project will not require a Department of Ecology Construction Stormwater General Permit (CSWGP).

Stormwater management is fully integrated with project design. Stormwater during construction will be managed by following BMPs laid out in the proposed project's SWPPP and ESCP plans.

Post construction, all stormwater generated in the proposed project area will be either infiltrated into the soils on site or, consistent with the HP Development Agreement, transported to and filtered through the regional stormwater facility being constructed west of the project area. Stormwater planters, mechanical treatment facilities, and other passive landscape areas will be used to collect and filter stormwater. All treatment facilities will be accessible for periodic maintenance.

In combination, onsite infiltration and offsite public facility with onsite management of water quality will result in a stormwater facility design that does not affect other surrounding properties.

- 2) Could waste materials enter ground or surface waters? If so, generally describe. [\[help\]](#)

No waste materials will enter ground or surface waters.

- 3) Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.

Overall site topography is not being changed. The proposed project will not significantly alter or otherwise affect drainage patterns in or near the site.

- 4) Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any:

The proposed project will meet the requirements of the current Western Washington Phase II Municipal Stormwater Permit, the City of Vancouver's Surface Water/Stormwater Design and Construction Requirements and Water Resources Protection Minimum Standards ordinance (Vancouver Municipal Code 14.26.120), and the HP Development Agreement. Since the proposed project will create more than 5,000 sq. ft. of hard surfaces, it will meet the Minimum Requirements #1 through #9 of the 2019 Stormwater Management Manual for Western Washington (SWMMWW).

During construction potential impacts to water resources and drainage patterns in the proposed project area will be minimized and managed by following the BMPs in the project's SWPPP and ESCP plans.

Post construction stormwater will be conveyed through piping and discharged into the regional stormwater facility being constructed on the northwest end of HP Property, west of the proposed project area. Onsite infiltration testing results were used to design the regional stormwater facility to ensure that it will handle the stormwater flow from the proposed HP East Master Plan project area and accommodate overflow in the unlikely event an overflow event was to occur.

The proposed project is designed to minimize and manage stormwater runoff from new impervious surfaces. By following these stormwater minimization and management measures and given the project location in a former quarry below the surrounding grade, the proposed project is unlikely to significantly impact water related resources.

16.Plants [\[help\]](#)

- a. Check the types of vegetation found on the site: [\[help\]](#)
 - ☒ deciduous tree: alder, maple, aspen, other
 - ☒ evergreen tree: fir, cedar, pine, other
 - ☒ shrubs
 - ☒ grass
 - ☐ pasture
 - ☐ crop or grain
 - ☐ Orchards, vineyards or other permanent crops.
 - ☐ wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other
 - ☐ water plants: water lily, eelgrass, milfoil, other
 - ☐ other types of vegetation

- b. What kind and amount of vegetation will be removed or altered? [\[help\]](#)

Vegetation will be cleared from approximately 100% of the project area. Some trees in the vicinity of the NE 3rd Street roundabout will need to be removed (see d. below).

The southern 2/3 of the HP East project area and the adjoining NE 184th Avenue right-of-way to the west are covered by a low revegetated native mix grassland from previous hydroseeding, scattered shrubs, or bare ground from recent reclamation work. The northern 1/3 of the HP East project area is mostly covered by a weedy mix of native and non-native grass, herbaceous, shrub, and shrub sized tree species, including thistle (*Cirsium* spp.), dock (*Rumex* spp.), Himalayan blackberry (*Rubus armeniacus*), common teasel (*Dipsacus fullonum*), scotch broom (*Cytisus scoparius*), red alder (*Alnus rubra*) and Douglas fir (*Pseudotsuga menziesii*). There are some larger evergreen and deciduous tree species including Douglas fir and red alder along the northeast side of the proposed project area bordering the adjacent Clark County and CRP/PG Harmony Industrial properties.

- c. List threatened and endangered species known to be on or near the site. [\[help\]](#)

There are no ESA listed plant species or critical habitat in the proposed HP East project area according to the USFWS IPaC unofficial species list (<https://ipac.ecosphere.fws.gov/location/SEAVOF34HBEZBHIHDHA7ICKQA/resources> last viewed 6/11/2024). Nelson's checker-mallow (*Sidalcea nelsoniana*) was previously listed as potentially occurring in the proposed project area in the NE184th Avenue SEPA but has since been delisted due to recovery by USFWS. Water howellia (*Howellia aquatilis*) and golden paintbrush (*Castilleja levisecta*), which the HP Greenfield Master Plan's IPaC unofficial species list showed as potentially occurring in the HP Greenfield Master Plan project area west of HP East have also been delisted due to recovery.

- d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any: [\[help\]](#)

The proposed HP East Master Plan's landscape design will respect the intended character and identity of Section 30 consistent with the HP Development Agreement.

All non-paved areas not occupied by buildings will be treated with planted landscaping or hardscape. Landscape design will favor drought tolerant and adaptive native plant materials that will require limited irrigation for establishment and maintenance. Steep slopes will be planted with an adaptive native grass seed mix that will not require mowing. A mix of native and non-native trees will be placed along roads, pathways, within plazas, and throughout parking lots to provide shade, meet the City's tree density, screening, and connectivity goals, and add to the walkability of the development.

Existing native vegetation and trees will be preserved to the extent feasible in project design. Consistent with the City code, trees removed as part of vegetation clearing will be replaced by trees meeting the tree replacement criteria.

- e. List all noxious weeds and invasive species known to be on or near the site.

Invasive plant species include Washington State Noxious Weed Control Board Class B noxious weeds scotch broom (currently being controlled by manual removal); potentially Class A, B, or C unidentified non-native thistle species; and Class C Himalayan blackberry and common teasel.

17. Animals

- a. List any birds and other animals which have been observed on or near the site or are known to be on or near the site. Examples include: [\[help\]](#)

birds: **hawk**, heron, eagle, **songbirds**, **other**:

mammals: deer, bear, elk, beaver, other:

fish: bass, salmon, trout, herring, shellfish, other:

Unidentified songbirds, geese, and large birds of prey have periodically been observed within the proposed project area.

The WDFW Priority Habitat and Species (PHS) on the Web interactive map website (<https://geodataservices.wdfw.wa.gov/hp/phs/>) shows the HP East Master Plan project area within a masked data polygon covering sensitive priority habitat areas containing caves or cave rich areas which includes habitat that may be used by bats and other organisms. Amaia Smith, a Habitat Biologist with WDFW's Habitat Program, was contacted about whether the project area was in or near the cave feature that triggered the masked cave and cave rich environment polygon. She determined that the feature that triggered the overlay polygon is not within or adjacent to the HP Property. Her March 14, 2023, email available on request. No caves have since been found on the HP Property since WDFW was contacted.

- b. List any threatened and endangered species known to be on or near the site. [\[help\]](#)

The USFWS IPaC website (<https://ipac.ecosphere.fws.gov/location/SEAVOF34HBEZBHIHEDHA7ICKQA/resources>) last visited 6/12/2024) unofficial protected resources list for the proposed project area lists three ESA listed species as potentially occurring in the project area: yellow-billed cuckoo (*Coccyzus americanus*), a federally threatened and Washington State endangered species, bull trout (*Salvelinus confluentus*), a federally threatened species and Washington State candidate species; and northwestern pond turtle (*Actinemys marmorata*) a federally proposed threatened and Washington State endangered species. Yellow-billed cuckoos are very rare in Washington State and typically use wooded areas with dense cover near water, habitat that does not occur in the project area. Bull trout and northwestern pond turtles require aquatic habitats which do not exist on or near the project area and surface water runoff from the project area does not connect to any aquatic resources. No federally designated critical habitat occurs within or near the proposed project area.

Based on the lack of habitat required for the three species identified above, the proposed project will not impact any federally or state listed species or critical habitat.

- c. Is the site part of a migration route? If so, explain. [\[help\]](#)

The project area is within the Pacific Flyway for migratory birds. A review of WDFW's PHS on the Website (referenced above in 17.a) does not show migratory habitat in or near the project area. The project area is a previously disturbed recovered quarry with no surface water resources and sparse vegetation. Therefore, it is unlikely to be important to migratory bird species.

- d. Proposed measures to preserve or enhance wildlife, if any: [\[help\]](#)

The HP East Master Plan's landscaping design includes planting native and adaptive tree and shrub species within and along the perimeter of the proposed project area and hydroseeding exposed soils and slopes with adaptive native grasses. This vegetation will provide habitat and forage for native bird, mammal, and insect species, including bird and insect

pollinators.

- e. List any invasive animal species known to be on or near the site.

There are no known invasive animal species in or near the project area.

18. Energy and natural resources

- a. What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc. [\[help\]](#)

Electricity and natural gas will be used for energy. Electricity will be used to power lights, workstations, elevators, air conditioning, and other standard electrical needs for office buildings. Natural gas may be used for heating and possibly in laboratory facilities. Owner may evaluate and pursue zero net energy and onsite renewables, as well as all electric structures. All buildings will be designed to meet the requirements of Washington State Energy Code, including, but not limited to the provision of EV charging stations in parking lots.

- b. Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe. [\[help\]](#)

No, this project is being constructed in a depression approximately 40 to 50 feet below the surrounding grade and will not interfere with the generation of solar energy potentially generated by adjacent properties.

- c. What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any: [\[help\]](#)

The proposed project will be designed to meet the requirements of the 2021 Washington State Energy Code, the 2021 International Energy Conservation Code for commercial buildings, and energy related requirements outlined in the the HP Development Agreement.

The proposed project's energy conservation measures include solar ready building roofs, EV charging stations, EV-ready parking spaces, and EV capable parking spaces. Daylighting strategies will be utilized in the building design to minimize use of artificial lighting when possible per HP policy. Block size and massing options offer opportunities for considering multiple building orientations to minimize building heat gain.

In addition, the HP East Master Plan's landscape plan will include shade throughout the site and all non-paved areas not occupied by buildings will be treated with planted landscaping to encourage vegetative growth and help control heat gain within the project area.

19. Environmental health

- a. Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste that could occur as a result of this proposal? If so, describe. [\[help\]](#)

No development is proposed as part of the HP East Master Plan review and approval process, so there are no known environmental health hazards associated with the Master Plan. During future project development, construction and workplace accidents related to the proposed project could result in minor exposure to chemical hazards and spills. These issues will be addressed in the project's spill response and safety plans. The proposed project will comply with all applicable federal, state, and local environmental hazard workplace safety codes and procedures.

- 1) Describe any known or possible contamination at the site from present or past uses.

A review of the Washington State Department of Ecology's What's in My Neighborhood and Cleanup and Tank Search links on the Cleanup Sites webpage (<https://ecology.wa.gov/spills-cleanup/contamination-cleanup/cleanup-sites>) and the EPA's NEPAAssist (<https://www.epa.gov/nepa/nepassist>) websites did not identify any Ecology or EPA

regulated facilities in the proposed HP East project area (NEPAssist results are in Table 1).

In 2022, TRC Environmental Corporation (TRC) completed a Phase I Environmental Site Assessment (ESA) for HP Inc. for the approximately 30 acre HP East Master Plan project area (TRC Final Cadman 30 Parcel – Phase I Environmental Site Assessment Report prepared for HP Inc. dated January 26, 2022, TRC Project # 473680). This approximately 30 acre area was originally the northern portion of the approximately 53 acre Cadman Property (parcel ID # 176386000) and includes the remnant concrete pads from the now removed Cadman English Plant quarry processing facility, the former gravel quarry, and the former tailings pond area. HP Inc. acquired these approximately 30 acres from CTC Section 30 LLC in 2022 after receiving the results of TRC's ESA report. The parcel boundaries were then redrawn to include the area within the existing HP Property parcel (PIN 176374000).

TRC's 2022 Phase I ESA included a site reconnaissance study of all accessible areas on and around the proposed project area by a TRC Staff Scientist, user provided information, interviews, and a review of available historic and environmental records for the site, adjoining properties and the surrounding area. This included a review of GeoDesign Inc.'s 2018 Phase I ESA, Limited Phase II ESA, and Limited Supplemental Investigation reports done for the approximately 53 acre Cadman Property, including the proposed HP East project area (GeoDesign, Inc., Phase I Environmental Site Assessment, Cadman Property, prepared for Columbia Tech Center, LLC. dated December 18, 2018, GeoDesign Project # PacTrust-208-01; GeoDesign, Inc., Limited Phase II Environmental Site Assessment, Cadman Property, prepared for the Columbia Tech Center, LLC. dated December 19, 2018, GeoDesign Project # PacTrust- 208-02; and GeoDesign, Inc., Limited Supplemental Investigation, Cadman Property, for Columbia Tech Center, LLC. dated December 19, 2018, GeoDesign Project # PacTrust- 208-02).

TRC's Phase I ESA results determined that there is no evidence of recognized environmental conditions (RECs) and/or controlled recognized environmental conditions (CRECs) in connection with the proposed project area. TRC did identify one *de minimis* condition, a pile of broken fencing and a small amount of miscellaneous debris observed at the southwestern site boundary but no hazardous materials were observed in this area.

- 2) Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.

There is a capped but unlined former landfill last used in 1979 (English Pit Landfill) adjacent to the northeast portion of the proposed HP East Master Plan project area (PIN 176379000 owned by Clark County Public Works Operations Center). There is a hot mix asphalt production plant (Granite Construction Company) south of the proposed project area, and a now removed truck maintenance facility (Taylor Transport Inc.) east of the proposed project area (PIN 176386000 owned by CTC Section 30 LLC) on land that originally was part of the approximately 53 acre Cadman Property. A cement manufacturing plant (Glacier Northwest Vancouver/CalPortland Vancouver) is located approximately 300 feet southeast of the proposed project area (PIN 176385000 owned by Glacier Northwest Inc.).

As part of their Limited Phase II ESA and Limited Supplemental Investigation for the Cadman Property, GeoDesign Inc. conducted methane monitoring, and groundwater and soil testing within the proposed HP East project area. GeoDesign Inc. did not find elevated methane concentrations in the three methane probes installed adjacent to the English Pit Landfill, indicating methane gas was not migrating through the subsurface to the proposed project area from the English Pit Landfill. Soil and groundwater testing indicated that diesel- or oil-range hydrocarbons, volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), and total and/or dissolved metals were either not detected or were detected at concentrations less than Ecology's Model Toxics Control Act (MTCA) Method A or B Cleanup Levels in the proposed project area. Based on these results and the results of their own study, TRC's 2022 Phase I ESA report determined that known contamination from the adjacent properties does not appear to represent an environmental concern to the proposed project area.

Potentially contaminated soil was recently encountered (June 2024) during earthwork on the CTC Section 30 LLC property in connection with the NE 184th Avenue Right-of-Way just west of the HP East project area. The potentially contaminated soil was assessed and showed the presence of hydrocarbons most likely related to the asphalt plant activities. The soil will be mitigated by reuse by the Asphalt Plant in its asphalt production activities. Due to the location of the encounter, it is unlikely that any of the contamination spread to the HP Property and will not affect the proposed project area.

If any hazardous materials are encountered in the proposed project area during project construction, measures outlined in the HP East project's Site Safety and Security Procedures guidelines will be followed in accordance with

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all applicable governmental requirements.

- 3) Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.

No development is proposed as part of the HP East Master Plan review and approval process. There are no plans to store, use, or produce toxic or hazardous chemicals as part of the Master Plan process.

- 4) Describe special emergency services that might be required.

No special emergency services will be required.

- 5) Proposed measures to reduce or control environmental health hazards, if any:

A Site Safety and Security Procedures plan will be developed for the project's construction and post construction operations which will include environmental health hazards.

b. Noise

- 1) What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)? [\[help\]](#)

The project area is exposed to noise from the nearby asphalt and concrete manufacturing facilities, the public Shooting Range located near 192nd Avenue, vehicular traffic on SE 1st Street and NE 184th Avenue, and ongoing aggregate mining activities in the surrounding area.

- 2) What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site. [\[help\]](#)

No development is proposed as part of the HP East Master Plan review and approval process. Future short term noise impacts will include noise from construction equipment and construction activities during daytime hours. Long term noise sources will include trucks transporting goods to and from the facility and landscape maintenance during daytime hours. General traffic noise from employee automobiles may increase after construction is complete and the facility begins operation.

- 3) Proposed measures to reduce or control noise impacts, if any: [\[help\]](#)

No development is proposed as part of the HP East Master Plan review and approval process. During future project construction and after project construction the proposed project will meet the requirements of the City's public disturbance code (VMC 7.05.010). Post construction, vegetation plantings and screening will help minimize noise in and around the project area and the proposed project will not have any significant long term noise impacts on the surrounding community.

20. Land and shoreline use

- a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe. [\[help\]](#)

The proposed HP East Master Plan project area is an undeveloped, reclaimed surface mine within the City of Vancouver's Section 30 Employment Center Plan District. The proposed project area is generally vacant except for equipment and operators currently grading portions of the project area for development. Adjacent property uses include:

- The NE 184th Avenue right-of-way is adjacent to the west boundary of the proposed project area.
- HP Inc. A Portion of Phase 1 development and future developments related to the HP Greenfield Master Plan are west and southwest of proposed project area.
- Land owned by CTC Section 30 LLC, including the Granite Construction Company (an asphalt production

- plant), located adjacent south and east of the south end of the proposed project area.
- The Clark County Public Works Operations Center, including the capped English Pit Landfill, is located adjacent east of the northwest portion of the proposed project area.
- Land undergoing reclamation is adjacent north (Grayrock Resources LLC, owned parcel) of the proposed project area.
- Land east (CRP/PG Harmony Industrial Owner LLC, owned parcel) of the proposed project area is being developed with warehouses.

None of these adjacent properties will be adversely impacted by the proposed project as the development will be constructed in compliance with the City Codes, and consistent with the HP Development Agreement, and the Section 30 Subarea Plan.

- b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses as a result of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use? [\[help\]](#)

No

- 1) Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how:

The English Estate Winery ("English Farm") is the only agricultural area near the project area. However, the winery is separated from the HP East project area by the western portion of the HP Property and the proposal is too far away to affect the winery property, or for the winery activities to affect the HP East project area.

- c. Describe any structures on the site. [\[help\]](#)

There are no structures on the site.

- d. Will any structures be demolished? If so, what? [\[help\]](#)

No structures will be demolished.

- e. What is the current zoning classification of the site? [\[help\]](#)

The site is zoned as Employment Center Mixed Use (ECX) and is within the City of Vancouver's Surface Mining Overlay District and the City of Vancouver's Section 30 Employment Center Plan District.

- f. What is the current comprehensive plan designation of the site? [\[help\]](#)

The project area is zoned as Industrial (IND) in the City of Vancouver's 2011 – 2030 Comprehensive Plan.

- g. If applicable, what is the current shoreline master program designation of the site? [\[help\]](#)

Not applicable

- h. Has any part of the site been classified as a critical area by the City or county? If so, specify. [\[help\]](#)

- Steep slopes and landslide hazards – steep slopes > 25% are found along the south, east, and north sides of the project area (Figure 2).
- Critical Aquifer Recharge Area - the site is within a critical aquifer recharge area meaning any operations within the area shall meet the Minimum Standards defined in Vancouver Municipal Code 14.26.120.
- WDFW Priority Habitats and Species - the site falls within a masked data polygon covering sensitive priority

habitat areas containing caves or cave rich areas. Amaina Smith, WDFW Habitat Biologist, WDFW Habitat Program, was contacted about whether the project area was in or near the cave feature that triggered the masked cave and cave rich environment polygon. Ms. Smith determined that the feature that triggered the overlay polygon was not within or adjacent to the HP Property, including the HP East Master Plan project area. Email available on request.

- i. Approximately how many people would reside or work in the completed project? [\[help\]](#)

As development occurs on the HP Property, and consistent with the Development Agreement, at least 700 people are expected to work in buildings constructed across the HP Property.

- j. Approximately how many people would the completed project displace? [\[help\]](#)

No people will be displaced by this project.

- k. Proposed measures to avoid or reduce displacement impacts, if any: [\[help\]](#)

Not applicable

- l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any: [\[help\]](#)

The proposed HP East Master Plan will be designed to meet the vision and policies for the site's development outlined in the City of Vancouver's Section 30 Urban Employment Center Subarea Plan and Design Guidelines. In addition, the proposed project will be designed to meet the development standards vested in the HP Development Agreement which was specifically reviewed for compatibility under VMC 20.690.050 (portions relevant to infrastructure) and approved by the City of Vancouver. In addition, the properties surrounding the HP East project area are all zoned Employment Center-Mixed Use, which is consistent with zoning on the HP Property.

- m. Proposed measures to ensure the proposal is compatible with nearby agricultural and forest lands of long-term commercial significance, if any:

The project area does not contain any agricultural or forest lands of long-term commercial significance. The English Farm is the only agricultural area near the project area. However, the winery is separated from the HP East project area by the western portion of the HP Property and the proposal is too far away to affect the winery property, or for the winery activities to affect the HP East project area.

21. Housing

- a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing. [\[help\]](#)

Not Applicable. No housing is being built as part of this project.

- b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing. [\[help\]](#)

Not Applicable. There is no housing in the proposed project area.

- c. Proposed measures to reduce or control housing impacts, if any: [\[help\]](#)

Not Applicable.

22. Aesthetics

- a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed? [\[help\]](#)

Final building heights have not yet been determined. Buildings will vary in height, provide for active and pedestrian scale street fronts through façade articulation and the inviting appearance of new buildings. These buildings will take into consideration mountain views for residential neighbors to the west. Plans have not been finalized but masonry, matte finished metal panels, and glass are likely to be the principal exterior materials.

- b. What views in the immediate vicinity would be altered or obstructed? [\[help\]](#)

The proposed HP East project area is not adjacent to the surrounding residential, recreational, or agricultural development in the area and is approximately 40 to 50 feet below existing residential development approximately 0.25 mile west of the project area and the English Farm approximately 0.1 mile southwest of the proposed project area, and views are not expected to be blocked.

- c. Proposed measures to reduce or control aesthetic impacts, if any: [\[help\]](#)

Project buildings and landscaping are being designed to be aesthetically pleasing both visually from a distance and as a workplace environment. In addition, the Master Plan describes how the development will be designed consistent with the City's Section 30 Design Guidelines that address aesthetics.

23. Light and glare

- a. What type of light or glare will the proposal produce? What time of day would it mainly occur? [\[help\]](#)

Minimal due to the development occurring in a depression. Some glare may be experienced from the upper windows of the upper stories mid-morning and mid-afternoon. Lighting along pathways, roads, and parking lots will be present, but will be installed in compliance with the City code so no glare will result from lighting installation.

- b. Could light or glare from the finished project be a safety hazard or interfere with views? [\[help\]](#)

The proposed project will be designed so that light and glare from the finished project will be minimal and will not create light or glare safety hazards or interfere with views.

- c. What existing off-site sources of light or glare may affect your proposal? [\[help\]](#)

None

- d. Proposed measures to reduce or control light and glare impacts, if any: [\[help\]](#)

The project will comply with the City's development standards regarding light and glare as a way to mitigate any potential impacts.

24. Recreation

- a. What designated and informal recreational opportunities are in the immediate vicinity? [\[help\]](#)

Formal and informal recreational opportunities near the proposed HP East project area include:

- The Harmony Sports Complex is approximately 0.12 miles east of the proposed project area.
- Vandervort Neighborhood Park is approximately 0.5 mile west of the proposed project area.
- Pacific Community Park is approximately 0.5 miles northwest of the proposed project area.
- The public Shooting Range is 0.25 miles east of the proposed project area.
- The English Farm, located approximately 0.1 mile west of the proposed project area, provides informal recreational activities to visitors to the property during its open hours.
- There are also several gyms/training facilities within a mile of the proposed project area.

- b. Would the proposed project displace any existing recreational uses? If so, describe. [\[help\]](#)

No

- c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any: [\[help\]](#)

The proposed HP East will not have negative impacts on recreation but will enhance recreation opportunities. The proposed development is associated with a multi-modal recreational trail that will be constructed as part of the extension of NE 184th Avenue and is addressed in the HP Inc. NE 184th Avenue SEPA checklist.

25. Historic and cultural preservation

- a. Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers located on or near the site? If so, specifically describe. [\[help\]](#)

Yes. One historic resource with four contributing structures is located approximately 0.15 miles west of the southwest corner of the proposed project area, it is known as the English Farm. This is a 12-acre property including a 2-story house (1917), a barn (1915), a chicken coop (1930), and a house (1931) as contributing elements (ID 559026). The house, barn, chicken coop, and second house are all located interior to the English Farm LLC property. Historic-period landscape features are considered a character defining element of this property which helps convey the period of association (Blake et al. 2020). This property has been determined by the Department of Archaeology and Historic Preservation to be eligible for the NRHP. The property owner has not sought such listing. This property will not be directly or indirectly impacted by the proposed project.

A recent archaeological predetermination resource desktop review and field pedestrian survey for the HP East Master Plan and NE 184th Avenue project areas found the nearest record of a potentially eligible site was a historic refuse scatter located approximately 0.4 miles from the proposed project area, in addition to an unevaluated multicomponent site located approximately 0.5 miles from the project area, and a low-density lithic scatter approximately 0.7 miles from the project area. No previously recorded archeological sites were found to be located within the immediate proposed project area. The 2023 pedestrian and subsurface sampling study found only modern debris and no archaeological resources in the proposed project area (Blake and Rodrigues-Franco 2023).

The project area was previously used as a quarry beginning in the 1970's and it is highly disturbed. Based on the archaeological studies completed for the proposed project, it is unlikely a significant archaeological site is present within the proposed project area.

- b. Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources. [\[help\]](#)

Archeological predetermination desktop review and field pedestrian surveys for the proposed project area did not find any landmarks, features, or other evidence of Indian or historic use or occupation in the proposed project area (Blake and Rodrigues-Franco 2023). Sites identified outside the proposed project area include English Farm, a historic farm site that has been determined to be eligible for NRHP listing is located approximately 0.15 miles west of the southwest corner of the proposed project area (Blake et al. 2020); a potentially eligible historic refuse scatter is located approximately 0.4 miles from the proposed project area (Adams, 2009a); and an unevaluated multicomponent site located approximately 0.5 miles from the project area (Adams 2009b). No archeological resources have been found in or in the immediate vicinity of the of the proposed project area.

Professional studies conducted at or near the proposed HP East project area include:

- Adams, Ron. 2009a. *State of Washington Archaeological Site Inventory Form: Site CL00899*. Archaeological Investigations Northwest, Inc.
- Adams, Ron. 2009b. *State of Washington Archaeological Site Inventory Form: Site CL00900*. Archaeological Investigations Northwest, Inc.
- Blake, Karry, and Cristina Rodrigues-Franco. 2023. *Clark County Archaeological Predetermination Report NE 184th Avenue, Vancouver, Washington. Chronicle Heritage*. Prepared for HP Inc., September 27, 2023.

- Blake, Karry, Sarah R. Brownell, and Martin Plumer. 2020. *Archaeological Predetermination Report for the HP Master Plan*. WHPacific, Inc., an NV5 company. Prepared for HP.
- Blaser, Andrea, Sarah L. Jenkins, Karla Hambelton, and Jo Reese. 2019. *Cultural Resource Survey for the City of Vancouver SE 1st Street:164th Avenue to 192nd Avenue Improvements Project, Vancouver, Clark County, Washington*. Archaeological Investigations Northwest, Inc. Report No. 3216. Prepared for MacKay & Sposito, Inc., Vancouver, Washington.
- Hotze, Karla, and Jo Reese. 2019. *Cultural Resource Survey for the City of Vancouver SE 1st Street:164th Avenue to 192nd Avenue Improvements Project, Vancouver, Clark County, Washington: Addendum Report for Modified APE*. Archaeological Investigations Northwest, Inc. Report No. 4320. Prepared for MacKay & Sposito, Inc., Vancouver, Washington.

- c. Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc. [\[help\]](#)

In 2020 and 2023, Secretary of the Interior qualified archaeologists from WHPacific, Inc., an NV5 company, and Chronicle Heritage respectively, conducted archaeological predetermination desktop surveys and pedestrian surveys with subsurface sampling for the HP Inc. Greenfield Master Plan, HP East Master Plan, the NE 184th Avenue right of way, regional stormwater facility, and Section 30 South Wastewater Pump Station areas (Blake et al. 2020; Blake and Rodrigues-Franco 2023). No material evidence of past human activity is present on this property.

Additional studies have been conducted outside of the subject property along SE 1st Street in two locations (Blaser et al. 2019; Hotze and Reese 2019). These studies include the review of English Farm located southwest of the HP Property. The English Farm, LLC property is a 12-acre property that is the remnant of the 200-acre parcel purchased in 1903 by Carl S. English (Hotze and Reese 2019). This resource is one of the last remaining representatives of the late-nineteenth and mid-twentieth century agricultural history of the areas outlying the City of Vancouver. The results of this study are reported in:

- Blake, Karry, Sarah R. Brownell, and Martin Plumer. 2020. *Archaeological Predetermination Report for the HP Master Plan*. WHPacific, Inc., an NV5 company. Prepared for HP.
- Hotze, Karla, and Jo Reese. 2019. *Cultural Resource Survey for the City of Vancouver SE 1st Street:164th Avenue to 192nd Avenue Improvements Project, Vancouver, Clark County, Washington: Addendum Report for Modified APE*. Archaeological Investigations Northwest, Inc. Report No. 4320. Prepared for MacKay & Sposito, Inc., Vancouver, Washington.
- Blaser, Andrea, Sarah L. Jenkins, Karla Hambelton, and Jo Reese. 2019. *Cultural Resource Survey for the City of Vancouver SE 1st Street:164th Avenue to 192nd Avenue Improvements Project, Vancouver, Clark County, Washington*. Archaeological Investigations Northwest, Inc. Report No. 3216. Prepared for MacKay & Sposito, Inc., Vancouver, Washington.

- d. Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.

The project will not impact historical resources and no mitigation is required.

The project area was previously used as a quarry, and it is highly disturbed. Based on the archaeological studies completed for the proposed project, it is unlikely a significant archaeological site is present within the proposed project area.

26. Transportation

- a. Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any. [\[help\]](#)

The Section 30 subarea is bound by SE 1st Street to the south, NE 18th Street to the north, and NE 192nd Avenue to the east. The upper NW area is bound by NE 172nd Avenue. The main entrance to the HP Property will be from NE 184th Avenue by way of SE 1st Street. Additional publicly accessible roadways being developed in coordination with the HP East Master Plan include segments of NE 3rd Street, NE 6th Street, and NE 9th Streets running east of NE 184th Avenue

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(Figure 3).

The most direct highway access is State Route 14 (SR-14) that connects to both I-5 and I-205. Accessing SR-14 can be done using SE 192nd Avenue or SE 164th Avenue. As set forth in the Master Plan, and relevant City planning documents, a new street system is being and will be created as development occurs within Section 30. 184th Avenue will be extended north from SE 1st Street to NE 9th Street as the HP Property is developed. The extension of 184th Avenue between SE 1st and NE 4th Street will occur as part of the HP Inc. – A Portion of Phase 1 development. New public streets at NE 3rd and 6th Streets will be created, extension of NE 9th Street from 172nd to 184th will also occur, as well as private streets to serve the HP Property.

- b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop? [\[help\]](#)

The proposed HP East project area is not currently served by Clark County's public transit (C-Tran). The nearest C-Tran stop to the proposed project is the Route 74 stop at the intersection of SE 1st Street and SE 177th Avenue approximately 0.2 miles west of what will be the entrance to the HP Property at NE 184th Avenue and SE 1st Street. The faster C-Tran's rapid transit line The Vine on the Mill Plain route (bus once every 15 minutes) travels along Mill Plain Boulevard to the Mill Plain Transit Center located near the intersection of SW 184th Avenue and SE 6th Way, approximately 0.45 mile south of the entrance to the HP Property.

- c. How many additional parking spaces would the completed project or non-project proposal have? How many would the project or proposal eliminate? [\[help\]](#)

No development is proposed as part of the Master Plan review and approval process. As the HP Property develops no parking spaces will be eliminated by this proposed development. Consistent with the HP Development Agreement the Owner will be required to undertake a parking study after construction of Phase 1. Parking proposals will be reviewed as part of site plan review, but as shown in the HP East Master Plan, adequate land is available for construction of parking to meet the demands from ultimate development.

- d. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private). [\[help\]](#)

No development is proposed as part of the HP East Master Plan review and approval process. In order for the HP East project area to develop, public road improvements are required. In addition, construction of new public road, NE 184th Avenue will occur. Improvements related to the project (some to be constructed by HP and other improvements to be constructed by other entities) will include:

- The City of Vancouver's SE 1st Street Improvement Project will improve transportation, bike, and pedestrian safety, capacity, and connectivity along SE 1st Street between 162nd and 192nd Avenues (<https://www.cityofvancouver.us/government/departments/public-works/street-improvement-projects/se-first-street-improvement-project/>). The City has completed Phase 1 improvements between 162nd Avenue and 177th Avenue and started working on Phase 2 improvements between 177th Avenue to 192nd Avenue in the spring of 2024. Phase 2 includes extending the third center turn lane, bike lanes, sidewalks, safety, stormwater, utility, and other improvements, as well as the construction of a roundabout at the new intersections of SE 1st Street and SE 184th Avenue and SE 1st Street and NE 184th Avenue. These SE 1st Street transportation facility improvements will help mitigate increased traffic volumes associated with development in Section 30, including those that result from HP East Master Plan project's construction.
- The currently planned construction of NE 184th Avenue as a collector arterial roadway running from existing SE 1st Street to NE 4th Street, as a new full-width, 34-foot curb-to-curb collector arterial.
- The extension of NE 184th Avenue from currently planned NE 4th Street to the HP Property's northern boundary line during subsequent phases of development of the HP Property.
- Extension of publicly accessible NE 3rd Street on-site between the eastern leg of the future NE 184th Avenue/NE 3rd Street roundabout and the east HP property line.
- Extension of publicly accessible NE 6th Street with a 3-lane section and bike/pedestrian facilities running east of the future extension of NE 184th Avenue to the east HP property line
- Extension of private roads NE 4th, NE 7th, and NE 8th Streets and connectors from NE 184th Avenue east into the new HP East project area.

All roads and rights-of-ways included in the above projects will comply with City code and planning documents, as well as HP Inc.'s vested and other rights under HP Development Agreement.

More information about future transportation improvements planned for the Section 30 area is outlined in the Transportation Impact Study, Section 30 Subarea Study (Prepared for the City of Vancouver, Streets and Transportation Division by Kittelson & Associates, Inc., September 2022) and Kittelson & Associates, Inc., September 2022, Future Conditions Mitigation Detailed Discussion technical appendix memorandum to the Traffic Impact Study. The transportation (trip) impacts of the HP East Master Plan site were previously accounted for in the City of Vancouver's September 2022 Section 30 Subarea Study.

- e. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe. [\[help\]](#)

No

- f. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates? [\[help\]](#)

No development is proposed as part of the HP East Master Plan review and approval process. Future site plan application(s) for the HP East Master Plan will provide a Transportation Compliance Letter (TCL) that documents the trip generation associated with the then-current proposed building(s) relative to previously constructed or approved buildings within the HP Property as a whole and the trip vesting associated with the HP Development Agreement. See HP Development Agreement.

The HP Development Agreement reserved 723 weekday PM peak hour trips for development of up to 700,000 gross square feet of development consistent with land use designation 714 in the Institute of Transportation Engineers *Trip Generation Manual, 10th Edition*.

Consistent with the HP Development Agreement, any development exceeding 700,000 gross square feet of building on the HP Property or not consistent with land use designation 714 in the Institute of Transportation Engineers *Trip Generation Manual, 10th Edition* will require further analysis. The further analysis will consist of preparation of a Trip Generation & Distribution Report that identifies the proposed development project trip generation as well as trip assignment. Once the 723 weekday PM peak hour trip vested have been fully allocated to HP site development, future site trip generation estimates presented in the Trip Generation & Distribution Report(s) will be based on the then-current version of the Institute of Transportation Engineers *Trip Generation Manual* adopted by the City or site-specific empirical trip data provided by the Developer and deemed acceptable by the City.

The trip assignment presented in the Trip Generation & Distribution Report(s) will be consistent with the City's September 2022 *Section 30 Subarea Study* trip distribution patterns. The trip assignment will be used to determine 1) proportionate share contributions of off-site intersection mitigations identified in the *Section 30 Subarea Study* and 2) proportionate share contributions to any other then-current proportional share intersections the City is collecting fees for that are impacted by one or more site-generated trips.

- g. Will the proposal interfere with, affect or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe.

No, the proposed project should not significantly affect or be affected by the movement of agricultural and forest products. SE 1st Street is generally not currently used for agricultural or forest product transport.

- h. Proposed measures to reduce or control transportation impacts, if any: [\[help\]](#)

The City's planned traffic improvements being made as part of the SE 1st Street Improvement Project listed in subsection d. above, including the addition of a roundabout at the intersection of SE 1st Street and NE 184th Avenue will help improve traffic flow and provide sufficient capacity along the SE 1st Street corridor to accommodate the proposed HP project as well as other future local and regional development. Adding a roundabout at the intersection

of NE 184th Avenue and NE 3rd Street will also help traffic flow into and out of the proposed project area. The addition of the multi-modal recreational trail will allow for pedestrian and bike access to the site. The Applicant continues to work with C-Tran to locate transit stops consistent with the HP East Master Plan, however, no new transit stop is anticipated until NE 184th Avenue is extended to NE 9th Street.

The Kittelson & Associates, Inc., September 2022 Transportation Impact Study Section 30 Subarea Study, detailed mitigation analyses in Technical Appendix G. It outlines potential measures to reduce transportation impacts from the full buildout of Section 30.

The proposed project is unlikely to have significant transportation impacts with implementation of these measures.

27. Public Services

- a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe. [\[help\]](#)

No development is proposed as part of the HP East Master Plan review and approval process. As the HP Property develops, and at full build-out the development will require traditional municipal services of fire protection, police protection, public transit, health care, schools, and amenities like parks and recreational activities.

- b. Proposed measures to reduce or control direct impacts on public services, if any. [\[help\]](#)

None.

28. Utilities

- a. Circle utilities currently available at the site: [\[help\]](#)
electricity, natural gas, water, refuse service, telephone, sanitary sewer, septic system, other _____

Temporary electricity and temporary water sources are currently provided to the site for construction only. No other utilities are currently available in the proposed project area. The City's SE 1st Street Improvement Project will be adding water, natural gas, electricity, and sewer utility lines along SE 1st Street that attach to those added in NE 184th Avenue when it is developed. The Applicant will coordinate with the Clark County Public Utility District and the City to connect electricity to the proposed project area.

- b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed. [\[help\]](#)

The proposed project area is not currently connected to any permanent public or private utilities (temporary electricity and water is provided to the site for construction use only). All utility connections and build outs in the proposed project area will be designed to be compliant with City code and planning documents, as well as HP's vested and other rights under the HP Development Agreement, and the as consistent with the HP Development Agreement those aspects of the City's General Requirements and Details for the Design and Construction of Water, Sanitary Sewer, and Surface Water Systems (<https://www.cityofvancouver.us/publicworks/page/general-requirement-standards-details-water-sanitary-sewer-stormwater>).

Utilities being developed on the site include:

- Water –water service for the project area will be provided by the City. Delivery of water to the proposed project area will require connecting a new 12-inch ZDI main to a 12-inch ZDI main in SE 1st Street; extending the 12-inch ZDI main north along 184th Avenue to a new 12-inch ZDI main in NE 184th Avenue at NE 6th Street and extend that new 8-inch main east to the eastern property line. Connect 8-inch ZDI mains to the 12-inch ZDI main in NE 184th Avenue at both NE 4th Street and NE 7th Street. Extend the new 8-inch ZDI mains east to the drive isle, then extend to the 8-inch ZDI main in NE 6th Street. If NE 3rd Street is intended to be constructed with this project, extend an 8-inch ZDI main in NE 3rd Street as well. Connect all required domestic water meters, fire hydrants and fire protection lines to the proposed 8-inch water main.

- Electricity – power service will be provided by Clark PUD through the 172nd St. Substation and/or 192nd St. Substation, and a distribution line will be constructed underground in the NE 184th Avenue right of way.
- Natural Gas – natural gas service will be provided by NW Natural with a 4-inch distribution line north from SE 1st St.
- Sewage – The HP Development Agreement and HP East Master Plan both stipulate that the that HP's sanitary sewer lines will connect to the Section 30 South Wastewater Pump Station once the station is constructed. This application is consistent with the following approach:
 - The Section 30 South Wastewater Pump Station will be constructed near the northern boundary of HP's property east of 184th Avenue as described in the April 10, 2023, Section 30, Area 2 Pump Station Feasibility Report.
 - The proposed HP East's project sewer lines will connect to sewer lines under the NE 184th Avenue running to the Section 30 South Wastewater Pump Station.
 - Discharge from the Section 30 South Wastewater Pump Station will be directed to a gravity sewer approximately 4,400 feet south and east of the site in SE 1st Street near the intersection with SE 190th Avenue, as envisioned in the City's sewer plan.
 - The City plans on extending sewers along SE 1st Street to accommodate the HP and other developments as part of the SE 1st Street Improvement Project (Phase 2) that will ultimately connect to the Section 30 South Wastewater Pump Station.

B. **SIGNATURE** [\[HELP\]](#)

The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.

Signature: Kara Randall

Name of signee: Kara Randall

Position and Agency/Organization: Environmental Technician/ WHPacific an NV5 Company

Date Submitted: 9/5/2024

SUPPLEMENTAL SHEET FOR NONPROJECT ACTIONS [\[help\]](#)

(IT IS NOT NECESSARY to use this sheet for project actions)

Because these questions are very general, it may be helpful to read them in conjunction with the list of the elements of the environment.

When answering these questions, be aware of the extent the proposal, or the types of activities likely to result from the proposal, would affect the item at a greater intensity or at a faster rate than if the proposal were not implemented. Respond briefly and in general terms.

1. How would the proposal be likely to increase discharge to water; emissions to air; production, storage, or release of toxic or hazardous substances; or production of noise?

No development is proposed as part of the HP East Master Plan review and approval process. The Plan does not include the production, storage, or release of toxins or hazardous substances at this time. Generally, implementation of the HP East Master Plan will involve:

- The addition of impervious surfaces to the site over the approximately 10 to 15+ year project build out, which will increase the amount of stormwater runoff in the immediate project area over time.
- Temporary increases in air emissions during construction activities over the lifespan of the project. Post construction, most air emissions will be generated solely from automotive emissions within arterial roads and parking areas.
- An increase in construction and traffic noise in and around the project area.

Proposed measures to avoid or reduce such increases are:
Last Updated 3/24/2016

- Stormwater generated by the project will be infiltrated into soils onsite or will be conveyed to a regional stormwater infiltration/groundwater recharge field being constructed in the northwest end of the HP Property. Stormwater management is integrated throughout the project's design and is unlikely to increase stormwater discharge in the surrounding area.
- Construction air emissions will be minimized by following the project's Erosion/Sedimentation Control BMPs. Roadway traffic flow improvements related to the project will help accommodate increased traffic volumes and reduce air emissions from traffic congestion. Trees planted along roadways, parking lots, and throughout the project area will help improve air quality and capture CO₂ emissions. EV charging stations in parking lots will encourage the use of zero emissions electric vehicles.
- Construction will follow the City's noise and public disturbance guidelines (VMC 7.05.010). Post construction, vegetative plantings and screening will help minimize noise in and around the project area. In addition, as the Section 30 Urban Employment Center area is converted from louder extractive activities to quieter office, commercial, light industrial and residential activities, overall noise generated in the area may decrease over time.

2. How would the proposal be likely to affect plants, animals, fish, or marine life?

The project area is located on reclaimed surface mining lands largely devoid of vegetation due to recent machine disturbance or has sparse growth of various grasses, opportunistic forbs, shrubs, small trees, and a few mature trees mainly in the northern 1/3 of the proposed project area and along the site's perimeter. The project will likely displace songbirds that may currently visit or inhabit the site. The project area is not located near a shoreline and does not contain and is not connected to any surface waters and will not affect any fish or marine species.

Proposed measures to protect or conserve plants, animals, fish, or marine life are:

A master landscaping plan is included in the HP East Master Plan to show how existing trees, vegetation and soils will be incorporated into the proposed project design. Existing native vegetation and trees will be preserved to the extent feasible in project design. New landscaping may provide habitat for animals in the area. Trees removed as part of vegetation clearing will be replaced by trees meeting the tree replacement criteria laid out in the City code. Efforts will be made to grub out and preserve larger trees whenever feasible. To protect nesting birds protected under the Migratory Bird Treat Act (MBTA) active bird nests discovered during vegetation clearing will be protected in accordance with the MBTA.

3. How would the proposal be likely to deplete energy or natural resources?

The project is not likely to deplete any energy or natural resources.

Proposed measures to protect or conserve energy and natural resources are:

Not applicable at this time.

4. How would the proposal be likely to use or affect environmentally sensitive areas or areas designated (or eligible or under study) for governmental protection; such as parks, wilderness, wild and scenic rivers, threatened or endangered species habitat, historic or cultural sites, wetlands, floodplains, or prime farmlands?

There are no known federal or state listed plants or animals, or federally designated critical habitat in or near the project area. The project is located on reclaimed surface mining lands that are in a topographic depression, and not connected to lands containing parks, wilderness, or wild and scenic rivers. The site does not contain any wetlands, floodplains, or prime farmlands. The English Farm LLC property, adjacent to the HP Property, is a 12-acre property that is a historic resource known as English Farm and includes a historic farmhouse. The proposed project will not affect the English Farm with the exception of potential increased vehicular traffic on SE 1st Street.

Proposed measures to protect such resources or to avoid or reduce impacts are:

None at this time.

5. How would the proposal be likely to affect land and shoreline use, including whether it would allow or encourage land or shoreline uses incompatible with existing plans?

The project is not near a shoreline or within a shoreline protection zone.

Proposed measures to avoid or reduce shoreline and land use impacts are:

Not applicable

6. How would the proposal be likely to increase demands on transportation or public services and utilities?

The project will increase the amount of car and truck traffic in and near the project area during project construction and from employees commuting to work. The project will connect to water and power lines that will be extended along NE 184th Avenue from SE 1st Street. The project's sewage will be conveyed to the Section 30 South Wastewater Pump Station being built north of the project area. Public service demands will increase as the area's population increases with build out of the Section 30 area.

Proposed measures to reduce or respond to such demand(s) are:

Increases in traffic volumes will be accommodated by changes to the existing roadway infrastructure, and coordinating bus stops with C-Tran. This includes improvements to SE 1st Street, constructing NE 184th Avenue and connector streets, and building roundabouts at the intersections of SE 1st Street and NE 184th Avenue, NE 3rd Street and NE 184th Avenue, NE 6th Street and NE 184th Avenue, and NE 9th Street and NE 184th Avenue to improve traffic flow into and out of the project area.

Increased demand for the area's sewer infrastructure will be reduced by the construction of the Section 30 South Wastewater Pump Station. Water and power conservation measures, such as planting native drought tolerant landscaping, using LED lighting, and building energy efficient buildings will help reduce overall demand on water and energy resources.

7. Identify, if possible, whether the proposal may conflict with local, state, or federal laws or requirements for the protection of the environment.

The project is not anticipated to conflict with local, state, and federal laws or requirements protecting the environment.

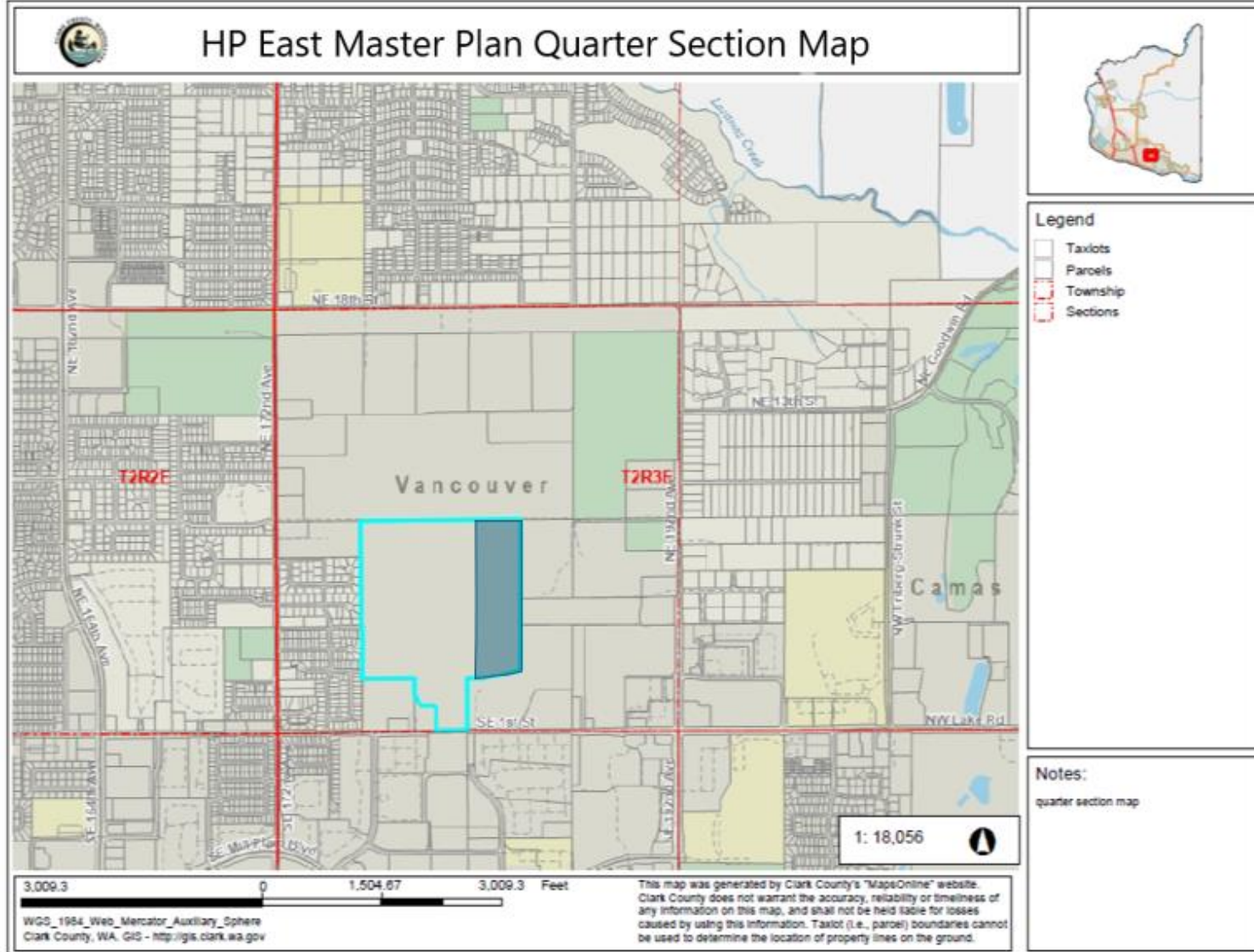


Figure 1. HP East Master Plan quarter section map. HP Inc. property boundary is shown in light blue and the estimated proposed HP East Master Plan project area is shaded dark blue.

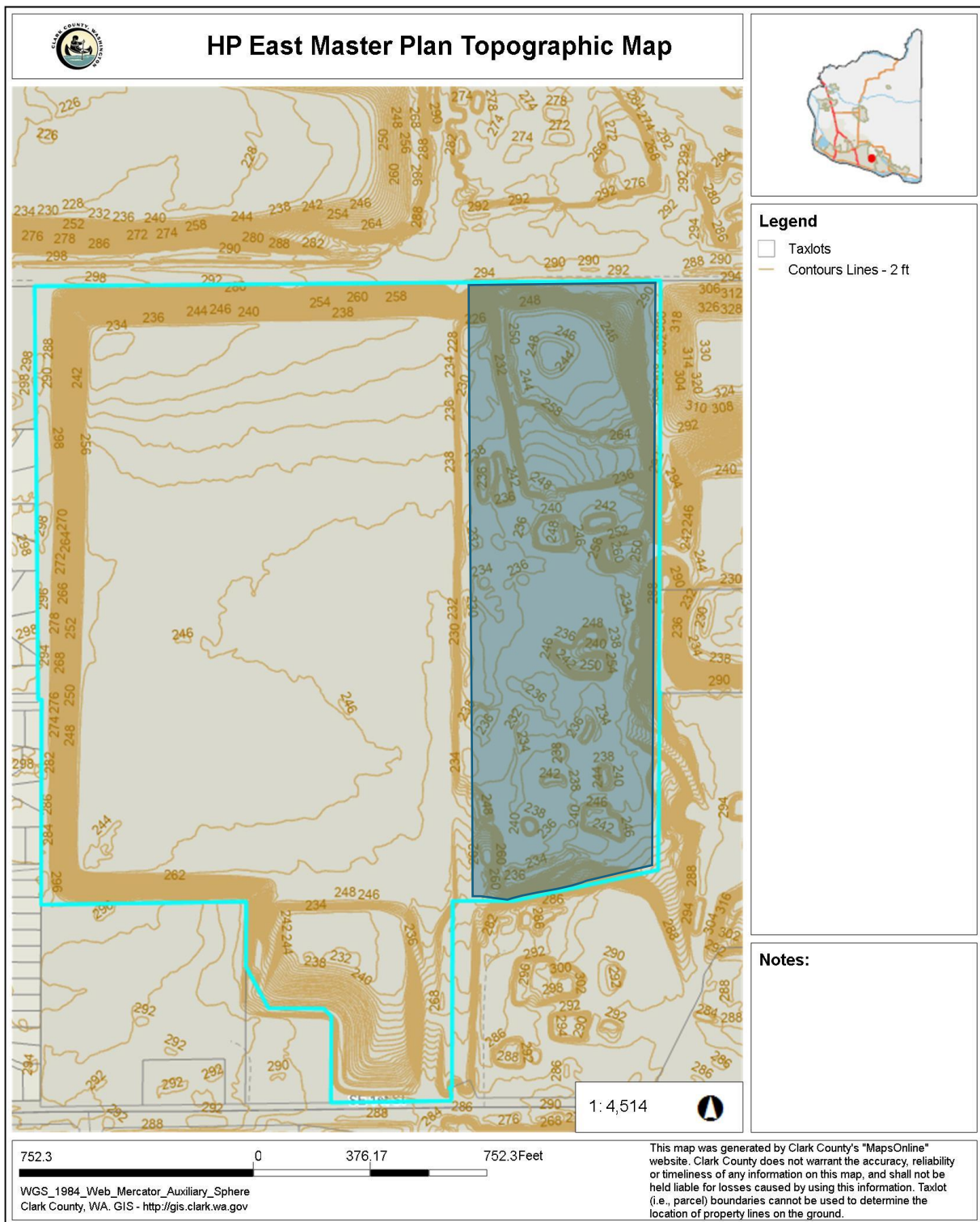


Figure 2. HP East Master Plan Topographic map. HP Inc. property boundary is shown in light blue and the estimated proposed HP East Master Plan area is shaded dark blue. Please note that contour lines may have changed after grading began in 2022.

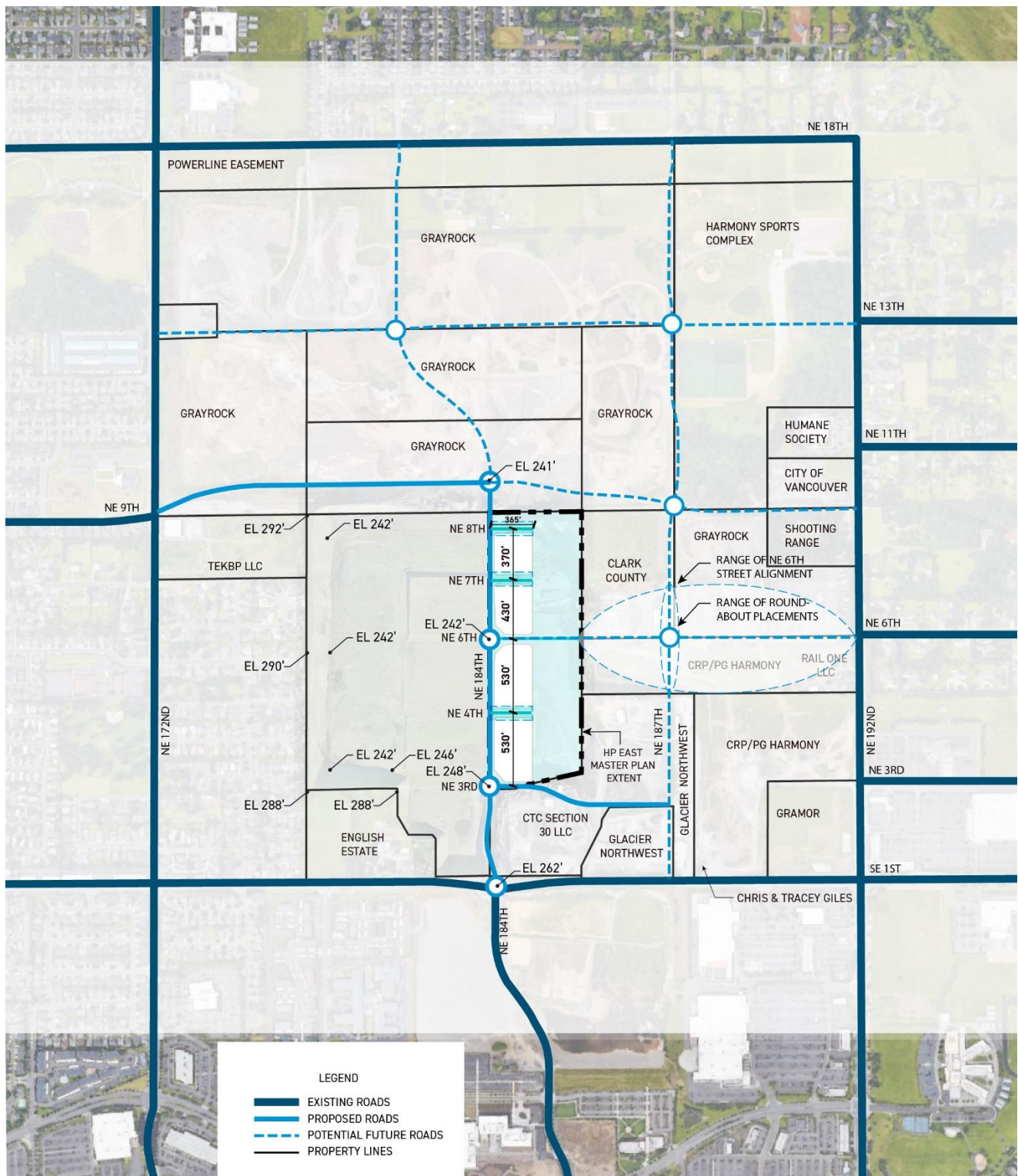


Figure 3. HP East Master Plan Scaled Site Plan.

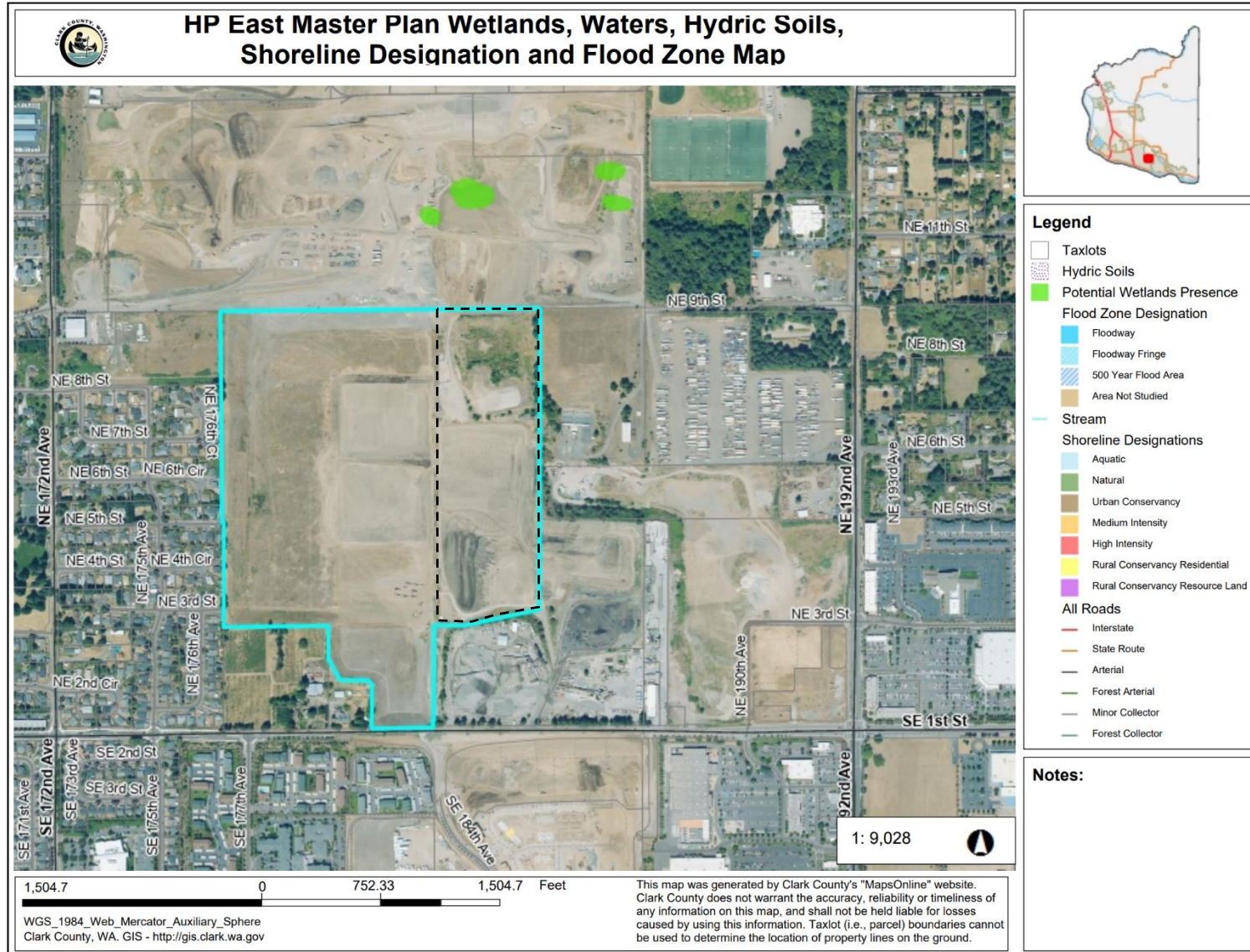


Figure 4. HP East Master Plan Wetlands, Waters, Hydric Soils, Shoreline Designation and Flood Zone Map. HP Inc. property boundary is shown in light blue. The approximate HP East Master Plan project area is within the black dashed line.

Table 1. HP East Master Plan EPA NEPAAssist Report (page 1)

NEPAAssist Report HP East Master Plan

A3 Landscape



July 17, 2024
HP East Master Plan

1:15,287
0 0.13 0.25 0.5 mi
0 0.2 0.4 0.8 km

Esri Community Maps Contributors, County of Clark, WA, Oregon Metro, Oregon State Parks, State of Oregon GEO, Wall State Parks GIS, Esri, TerraFirma, GeoInfo, SafeGraph, GeoTechnologies, Inc., METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census

Input Coordinates: 45.623213,-122.486330,45.628425,-122.486402,45.628395,-122.483827,45.623453,-122.483884,45.623473,-122.484184,45.623483,-122.484227,45.623433,-122.485057,45.623213,-122.486330	
Project Area	0.04 sq mi
Within an Ozone 1-hr (1979 standard) Non-Attainment/Maintenance Area?	yes
Within an Ozone 8-hr (1997 standard) Non-Attainment/Maintenance Area?	no
Within an Ozone 8-hr (2008 standard) Non-Attainment/Maintenance Area?	no
Within an Ozone 8-hr (2015 standard) Non-Attainment/Maintenance Area?	no
Within a Lead (2008 standard) Non-Attainment/Maintenance Area?	no
Within a SO2 1-hr (2010 standard) Non-Attainment/Maintenance Area?	no
Within a PM2.5 24hr (2006 standard) Non-Attainment/Maintenance Area?	no
Within a PM2.5 Annual (1997 standard) Non-Attainment/Maintenance Area?	no
Within a PM2.5 Annual (2012 standard) Non-Attainment/Maintenance Area?	no
Within a PM10 (1987 standard) Non-Attainment/Maintenance Area?	no
Within a CO Annual (1971 standard) Non-Attainment/Maintenance Area?	yes
Within a NO2 Annual (1971 standard) Non-Attainment/Maintenance Area?	no
Within a Federal Land?	no
Within an impaired stream?	no
Within an impaired waterbody?	no
Within a waterbody?	no
Within a stream?	no
Within an NWI wetland?	Available Online
Within a Brownfields site?	no

Table 1. HP East Master Plan EPA NEPAAssist Report (page 2)

Within a Superfund site?	no
Within a Toxic Release Inventory (TRI) site?	no
Within a water discharger (NPDES)?	no
Within a hazardous waste (RCRA) facility?	no
Within an air emission facility?	no
Within a school?	no
Within an airport?	no
Within a hospital?	no
Within a designated sole source aquifer?	yes
Within a historic property on the National Register of Historic Places?	no
Within a Chemical Data Reporting (CDR) site?	no
Within a Land Cession Boundary?	yes
Within a tribal area (lower 48 states)?	no
Within the service area of a mitigation or conservation bank?	yes
Within the service area of an In-Lieu-Fee Program?	no
Within a Public Property Boundary of the Formerly Used Defense Sites?	no
Within a Munitions Response Site?	no
Within an Essential Fish Habitat (EFH)?	no
Within a Habitat Area of Particular Concern (HAPC)?	no
Within an EFH Area Protected from Fishing (EFHA)?	no
Within a Bureau of Land Management Area of Critical Environmental Concern?	no
Within an ESA-designated Critical Habitat Area per U.S. Fish & Wildlife Service?	no
Within an ESA-designated Critical Habitat river, stream or water feature per U.S. Fish & Wildlife Service?	no

Created on: 7/17/2024 7:20:05 PM



December 4, 2024

Notice of Final Determination of Nonsignificance (DNS)

Project Name: HP East Master Plan | PRJ-169273/LUP-84555

The city issued a determination of nonsignificance for this project Oct. 25, 2024, this determination is retained. The city received one public comment.

It has been determined the following described project will not have a probable significant adverse impact on the environment. Under the authority of WAC 197-11-330(1) and 197-11-350, a determination of nonsignificance has been issued.

Request: Master Plan approval for a mix of office, research and development and other uses consistent with the HP and City of Vancouver development agreement through a Type IV process for HP East Master Plan.

Location: 18208 SE 1st Street, Vancouver, WA 98684, Parcel 176374000 located within the SE ¼ and SW ¼ of Section 30, Township 2N, Range 3E of the Willamette Meridian.

Contact: Soo Anderson, JLL, 1120 NW Couch St., Suite 500, Portland, OR 97209

Owner: Justin Chi, HP Inc., 1501 Page Mill Road, Palo Alto, CA 94304

Requests to appeal this decision must be made in writing within 14 calendar days after the date the decision is mailed. The letter of appeal shall state the case number designated by the city, the name of the applicant, name and signature of each petitioner, a statement showing that each petitioner is entitled to file the appeal under VMC Chapter 20.210, the specific aspect(s) of the decision and/or SEPA issue being appealed, the reasons each aspect is in error as a matter of fact or law, and the evidence relied on to prove the error. A substantive appeal of the SEPA determination must be filed in conjunction with and within the limitation period applicable to an available administrative appeal of the applicable permit or approval (VMC 20.790.640.D).

All appeals, along with the required fee, must be received by 4 p.m., Dec. 18, 2024.

Due to the limited days the permit center is open for walk-in assistance, the appeal request shall be emailed to eplans@cityofvancouver.us as well as to the case manager's e-mail address below and the appeal fee electronically paid to the City of Vancouver.

Responsible Official: Mark Person, AICP, Senior Planner
Telephone: 360-487-7885
E-mail: mark.person@cityofvancouver.us



Dec. 4, 2024

Name

Date

Person, Mark

From: Phillip Alexander <ltpaalexander@gmail.com>
Sent: Sunday, November 3, 2024 1:03 PM
To: Person, Mark
Cc: Anna Krecic
Subject: East Master Plan SEPA Determination of Nonsignificance

Follow Up Flag: Follow up
Flag Status: Completed

You don't often get email from ltpaalexander@gmail.com. [Learn why this is important](#)

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

PRJ-169273 / LUP-84555

Please add me to the list for a notice of the public hearing.

Is there a set of Architectural and Mechanical plans of the project available for the public to review?

I disagree with the city's assumption that this project will not create a significant environmental impact without going through a proper environmental study.

This project includes research and manufacturing activities immediately adjacent to and upwind of a residential neighborhood. This neighborhood sits on the edge of the English pit, effectively at the same elevation as any exhaust system serving these research and manufacturing activities.

This neighborhood already regularly smells of the petrochemical exhaust from the concrete plant adjacent to the HP site. An environmental study would help determine if a high plume exhaust fan would be appropriate to protect this neighborhood from the chemical byproducts produced by research and manufacturing activities.

Thank you,
Phil Alexander
529 NE 172nd Ave



Jennifer M. Bragar
Attorney

Admitted in Oregon, Washington,
and California
jbragar@tomasilegal.com

121 SW Morrison Street, Suite 1850
Portland, Oregon 97204

Tel 503-894-9900
Fax 971-544-7236
www.tomasilegal.com

November 22, 2024

BY EMAIL

Mark Person
City of Vancouver
415 West 6th Street
Vancouver, WA 98660

RE: HP Inc. – HP East Master Plan, City File No. PRJ-169273/LUP-84555
Applicant's Response to Public Comment

Dear Mr. Person,

This office represents HP Inc. (the "Applicant" or "HP") in the review of HP Inc. – HP East Master Plan application for a portion of HP's property located at 18208 SE 1st Street, Vancouver, City File No. PRJ-169273/LUP-84555 (the "application"). This letter responds to public comments received by the City during the noticed public comment period, in accordance with the City of Vancouver's ("City") notice of application and optional SEPA Determination of Nonsignificance mailed and published October 25, 2024. The City is well-within the bounds of SEPA to issue a Determination of Nonsignificance ("DNS") as consistent with the City's Section 30 Urban Employment Center Plan ("Subarea Plan"), Section 30 Urban Employment Center Design Guidelines ("Design Guidelines"), and the applicable approval standards under the Vancouver Municipal Code ("Code" or "VMC").

One public comment requested the City require preparation of an environmental impact statement under SEPA based on concerns about pollution that may result from research and manufacturing activities from eventual development of the property. The comment requests a full environmental study to determine if a high plume exhaust fan would protect the adjacent residential neighborhood from chemical byproducts from research and manufacturing activities. However, since none of the particular uses or building locations are being determined in the HP East Master Plan, it would be premature to analyze whether the specific uses or building locations would represent a significant environmental impact. A later site plan approval review process will require SEPA review and is the appropriate time to consider the type of specific impacts raised in the comment letter. As discussed in detail below, an environmental impact statement is not required under SEPA at this time, and a DNS is the appropriate determination.

///

- I. A DNS is appropriate at this time because the HP East Master Plan defers the decision and authorization of the final location of buildings and uses in those buildings to a later site plan review.

The HP East Master Plan proposes review of a master planned development at the site pursuant to the Section 30 Subarea Plan and VMC 20.690. The components of the development that may impact potential air impacts have not been designated in the HP East Master Plan. As appropriate in this context under SEPA, HP's SEPA Environmental Checklist (the "SEPA Checklist") has been prepared to assess all impacts that can reasonably be foreseen at this time.

The HP East Master Plan is a procedural step required pursuant to the Section 30 Subarea Plan before HP submits specific site plans for ultimate development of the property. Allowing for further SEPA review at the time of development is a sanctioned approach. *Spokane County v. East Washington Growth Management Hearings Board*, 176 Wn.App. 555, 579, 309 P.3d 673 (2013).

The HP East Master Plan includes a full site utilization plan that provides an "overall impression of proposed development" but, at this time, does not determine the specific building and use mix that may occur on the property. VMC 20.690.060 and HP East Master Plan at pp. 70-72. The Master Plan will be built out in phases, for which HP will determine the building and use mix based on market conditions, internal employee demand, and other factors at the time of individual site plan applications. *Id.*

The SEPA Checklist incorporates this future site plan review process and explains that the analysis of these potential air impacts referenced by the public comment will necessarily occur when the uses have been determined,

"Plans for buildings and their uses have not been finalized and future emissions information is not currently available. As building use plans are finalized revisions will be made to a SEPA Checklist if it is determined that the project will include any additional sources of air emissions." SEPA Checklist, p. 7.

These use decisions will come later as part of a subsequent site plan review that will implement the high level master plan, and it is consistent with the SEPA process to perform additional environmental review based on those impacts at that time of site plan application. *Spokane County*, 176 Wn. App. at 579.

The City's approval of the HP East Master Plan does not authorize or commit HP to any specific development scheme that would be the basis for assuming particular air quality impacts. *Id.* Thus, an environmental impact statement as to the potential impacts identified by the public comment would have no factual basis and will be addressed at site plan review.

///

TOMASI BRAGAR DuBAY

November 22, 2024

Page 3

CONCLUSION

For all the foregoing reasons, the additional information provided herein, and the application materials previously submitted, the application meets the approval standards, including the City's exercise of the Optional SEPA DNS review process. HP requests approval of the HP East Master Plan and the DNS. Thank you for your attention to this submittal.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jennifer Bragar', written in a cursive style.

Jennifer Bragar

cc: (all by email)
Cary Driskell
Jonathan Young
Soo Anderson
client

HP EAST Master Plan

Appendix A - Regulatory Compliance Matrix

A. Regulatory Compliance Matrix - September 2024

**Cross references from City Planning Documents, City Code, and the City of Vancouver-HP Inc. Development Agreement to associated sections within this Master Plan.*

Section 30 2009 Subarea Plan		Master Plan Section Cross Reference
SP	LU-1	1.2, 2.3
SP	LU-2	NA
SP	LU-3	2.1
SP	LU-4	2.3
SP	LU-5	1.3
SP	LU-6	1.3
SP	LU-7	3.2
SP	LU-8	NA
SP	LU-9	NA
SP	LU-10	1.2, 2.3
SP	LU-11	NA
SP	LU-12	NA
SP	LU-13	1.2
SP	LU-14	NA
SP	LU-15	NA
SP	LU-16	NA
SP	LU-17	NA
SP	LU-18	NA
SP	LU-19	NA
SP	LU-20	NA
SP	LU-21	NA
SP	LU-22	NA
SP	LU-23	NA
SP	LU-24	NA
SP	MS-1	NA
SP	MS-2	1.4
SP	MS-3	1.4
SP	MS-4	1.4
SP	MS-5	1.4
SP	MS-6	NA
SP	UD-1	1.2, 2.3
SP	UD-2	1.2, 2.3, 6.1
SP	UD-3	2.3, 6.1
SP	UD-4	2.3
SP	UD-5	1.1
SP	UD-6	1.1, 2.4
SP	UD-7	6.1
SP	UD-8	1.3
SP	UD-9	2.3
SP	UD-10	NA
SP	UD-11	3.1
SP	UD-12	2.3, 3.3
SP	UD-13	2.3
SP	UD-14	6.1
SP	UD-15	2.7, 6.3
SP	UD-16	2.3, 6.1
SP	UD-17	NA
SP	GE.1	2.2
SP	GE.2	2.2
SP	GE.3	2.2
SP	GE.4	2.2
SP	GE.5	2.2

Section 30 2009 Subarea Plan		Master Plan Section Cross Reference
SP	TR-1	3.4
SP	TR-2	2.3, 3.1
SP	TR-3	3.1, 3.2
SP	TR-4	3.2
SP	TR-5	2.2
SP	TR-6	2.2
SP	TR-7	3.1, 3.2
SP	TR-8	3.1
SP	TR-9	3.2
SP	TR-10	1.4, 2.2
SP	TR-11	3.1, 3.2
SP	TR-12	3.1, 3.2
SP	TR-13	3.1
SP	TR-14	3.2
SP	TR-15	3.2
SP	TR-16	3.2
SP	TR-17	3.1
SP	TR-18	3.3
SP	TR-19	3.2, 3.3
SP	TR-20	3.1, 3.2
SP	TR-21	3.2
SP	TR-22	3.2, 6.3
SP	TR-23	3.1
SP	TR-24	NA
SP	TR-25	2.3
SP	TR-26	2.3
SP	TR-27	3.1
SP	TR-28	3.1
SP	OS-1	2.1
SP	OS-2	2.1
SP	OS-3	NA
SP	OS-4	2.2, 3.3
SP	OS-5	2.2, 3.3
SP	OS-6	NA
SP	OS-7	2.2
SP	OS-8	NA
SP	OS-9	2.1
SP	OS-10	NA
SP	OS-11	2.1
SP	OS-12	NA
SP	OS-13	NA
SP	OS-14	2.1
SP	OS-15	NA
SP	OS-16	2.2
SP	OS-17	NA
SP	OS-18	NA
SP	PU-1	4.1
SP	PU-2	NA
SP	PU-3	4.2
SP	PU-4	4.3
SP	PU-5	4.3
SP	PU-6	3.1, 3.2
SP	PU-7	4.2
SP	PU-8	4.2
SP	PU-9	4.2
SP	PU-10	4.2
SP	PU-11	4.3
SP	PU-12	4.3
SP	PU-13	4.3
SP	PU-14	4.3
SP	PU-15	4.3
SP	PU-16	4.1
SP	PU-17	4.1
SP	PU-18	4.1
SP	PU-19	4.1
SP	PU-20	4.1
SP	PU-21	3.2, 3.3, 4.1
SP	PU-22	4.1
SP	PU-23	NA
SP	PU-24	NA

Section 30 2009 Design Guidelines		Master Plan Section Cross Reference
Section 2		
DG	A.1	
DG	A1.1.a	2.2
DG	A1.1.b	2.2
DG	A1.1.c	3.1
DG	A1.1.d	2.2
DG	A1.1.e	2.2
DG	A.1.2	2.2
DG	A.2	
DG	A.2.1	2.3
DG	A.2.1.a	4.1
DG	A.2.1.b	2.3
DG	A.2.2	2.3, 2.4, 2.6
DG	A.2.2.a	NA
DG	A.2.2.b	NA
DG	A.3	
DG	A.3.1.a	2.2, 2.6
DG	A.3.1.b	2.2, 2.6
DG	A.3.1.c	2.2, 2.6
DG	A.4	
DG	A.4.1	2.3, 2.5
DG	A.4.2	2.3, 2.5
DG	A.4.3.a	NA
DG	A.4.3.b	NA
DG	A.4.3.c	NA
DG	A.4.3.d	NA
DG	A.5	
DG	A.5.1	NA
DG	A.6	
DG	A.6.1.a	2.7
DG	A.6.1.b	NA
DG	A.6.1.c	2.1
DG	A.6.1.d	6.1
DG	A.7	
DG	A.7.1	4.3
DG	A.7.2.a	2.7
DG	A.7.2.b	2.7
DG	A.7.2.c	2.7
DG	A.7.3	2.7
DG	A.7.4	2.7
DG	A.7.5	2.7
Section 3		
DG	B.1	
DG	B.1.1.a	3.1
DG	B.1.1.b	3.1
DG	B.1.1.c	3.1
DG	B.2	
DG	B.2.1.a	3.1
DG	B.2.2.a	NA
DG	B.2.2.b	NA
DG	B.2.2.c.1	NA
DG	B.2.2.c.2	NA
DG	B.2.3.a	3.1, 4.1, 6.1
DG	B.2.3.b	3.1
DG	B.2.3.c	2.3, 3.1
DG	B.3	3.1
DG	B.4	
DG	B.4.1	3.1
DG	B.4.2	3.1, 3.2
DG	B.5	
DG	B.5.1.a	3.2
DG	B.5.1.b	3.3
DG	B.5.1.c	3.1
DG	B.5.1.e	3.1
DG	B.5.2	2.5, 3.2
DG	B.6	
DG	B.6.1.a	3.2, 3.3
DG	B.6.1.b	3.3
DG	B.6.1.c	3.3
DG	B.6.1.d	3.3
DG	B.6.2	3.3
DG	B.6.3.a	3.2, 3.3
DG	B.6.3.b	3.2, 3.3
DG	B.6.3.c	3.3
DG	B.6.3.d	3.3
DG	B.6.4.a	3.3
DG	B.6.4.b	3.3
DG	B.6.4.c	NA

Section 30 2009 Design Guidelines		Master Plan Section Cross Reference
Section 4		
DG	C.1	
DG	C.1.1.a	4.1
DG	C.1.1.b	4.1
DG	C.1.1.c	4.1
DG	C.1.1.d	NA
Section 5		
DG	D.1	
DG	D.1.1	2.3
DG	D.1.2	2.3
DG	D.1.3	2.3
DG	D.1.4	2.3
DG	D.2	
DG	D.2.1.a	2.4
DG	D.2.1.b	NA
DG	D.2.2.a	2.4
DG	D.2.2.b	2.4
DG	D.2.2.c	2.4
DG	D.2.2.d	2.4
DG	D.2.2.e	2.4
DG	D.2.2.f	2.4
DG	D.2.3	2.4
DG	D.2.4	NA
DG	D.2.5	NA
DG	D.2.6.a	2.4
DG	D.2.6.b	2.4
DG	D.2.6.c	2.4
DG	D.3	
DG	D.3.1.a.1	2.4, 6.3
DG	D.3.1.a.2	2.4, 6.3
DG	D.3.1.b.1	2.4, 6.3
DG	D.3.1.b.2	2.4, 6.3
DG	D.3.1.b.3	2.4, 6.3
DG	D.3.1.b.4	2.4, 6.3
DG	D.3.1.b.5	2.4, 6.3
DG	D.4	
DG	D.4.1.a	2.4
DG	D.4.1.b	2.4
DG	D.4.1.c	2.4
DG	D.4.1.d	2.4
DG	D.4.1.e.1	2.4
DG	D.4.1.e.2	2.4
DG	D.4.1.e.3	2.4
DG	D.4.1.f	2.4
DG	D.4.1.g	2.4
DG	D.4.1.h	2.4
DG	D.4.1.i	2.4
DG	D.4.2	N/A
DG	D.5	
DG	D.5.1	2.4
DG	D.5.2	2.4
DG	D.5.3	NA
DG	D.5.4	NA
DG	D.5.5.a	NA
DG	D.5.5.b	NA
DG	D.5.5.c	NA
Section 6		
DG	E.1	
DG	E.1.1a	6.1
DG	E.1.1b	6.1
DG	E.1.1c	6.1
DG	E.1.2	NA
DG	E.1.3	6.1
DG	E.1.4	2.5
DG	E.1.5	3.2
DG	E.1.6	4.3
DG	E.2	
DG	E.2.1	2.3, 6.1
DG	E.2.2	6.1

Development Agreement		Master Plan Section Cross Reference
Section 4		
DA	(a)	2.1
DA	(b)	2.1
DA	(c)	1.4
DA	(d)	1.5
DA	iii	4.1
DA	iv	4.3
DA	v	4.2
DA	vi	3.2
DA	vii	1.5, 3.2
DA	(f)	1.3
DA	(g)	3.4
Section 6		
DA	(a)	3.4
DA	(c)	3.2
DA	(e)	2.5, 4.1, 4.2, 6.2
Section 7		1.3, 3.2
Section 8		
DA	(a) i	1.4
DA	(b)	3.1
DA	(c)	4.2
DA	(d)	2.1, 2.2
DA	(j)	1.4
Section 26		1.5
DA	Exhibit 4.	2.3, 3.1, 3.3, 6.2
DA	Exhibit 6.	2.1, 2.2, 2.3, 2.6, 3.1, 3.2, 3.3, 4.1, 4.2, 4.3, 6.3
DA	Exhibit 7.	3.2

Vancouver Municipal Code		Master Plan Section Cross Reference
VMC	20.690.040	
VMC	B.	2.3
VMC	D.	2.3
VMC	E	2.3, 3.3
VMC	G.	3.2
VMC	H.	3.1
VMC	20.690.050.B.5	3.5
VMC	20.690.060	2.1, 5.1, 5.2

HP EAST Master Plan

Appendix B - Development Agreement

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TOMASI SALYER MARTIN

SIMPLIFILE LC E-RECORDING

AFTER RECORDING RETURN TO:

Jennifer Bragar

Tomas Salyer Martin

121 SW Morrison Street, Suite 1850

Portland, OR 97204

DOCUMENT TITLE: Development Agreement

GRANTOR: HP Inc., a Delaware corporation

GRANTEE: City of Vancouver, a Washington municipal corporation

ABBREV. LEGAL DESCRIPTION: #26 SEC 30 T2NR3EWM 20A; #11 SEC 30 T2N R3EWM 32.88A; #17 & #23 SEC 30 T2N R3EWM 8.50A; #64 SEC 30 T2N R3EWM 1.50A; #27 SEC 30 T2N R3EWM 10A; #13 SEC 30 T2N R3EWM 20A; #57 SEC 30 T2N R3EWM 4.40A; #56 SEC 30 T2N R3EWM 15.60A; #55, #58 SEC 30 T2N R3EWM 10A

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBERS:

176386-000	176424-000	176417-000	
176374-000	176387-000	176416-000	
176380-000	176376-000	176418-000	

**DEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF VANCOUVER AND HP INC. RELATING TO THE
DEVELOPMENT COMMONLY KNOWN AS PROJECT GREENFIELD**

This DEVELOPMENT AGREEMENT ("Agreement") is entered into this 16th day of December, 2019, by and between the City of Vancouver ("City") a municipal corporation under the laws of the State of Washington and HP Inc., a Delaware corporation ("Developer" or "HP") (collectively the "Parties"), pursuant to RCW 36.70B.170-.210 and chapter 20.250 of the Vancouver Municipal Code ("VMC").

RECITALS

WHEREAS, the City is a first-class city incorporated under the laws of the State of Washington and has the authority to enact laws and enter into agreements to promote the health, safety and welfare of its citizens including the authority to regulate land use and development of property;

WHEREAS, HP is a Delaware corporation that has had a presence in the City for 38 years, and contributes and will continue to contribute to the greater Vancouver community;

WHEREAS, HP embraces the opportunity and responsibility to positively impact the communities where its employees live, work, and do business. Community service is a value so deeply ingrained at HP that employees are offered paid volunteer hours and are encouraged to apply for the Time-off Community Support Grant, which sponsors employees to volunteer full-time for a week. In addition to time, HP offers donation matching for employees, grants for non-profit organizations, and sponsorships in their communities. In Vancouver alone, an average of 1,500 volunteer hours per year are completed within the local community through HP's Community Outreach team in support of a range of nonprofits including, but not limited to, Oregon and Clark County Food Bank, Columbia Springs, Humane Society of Southwest Washington, Fort Vancouver Regional Library, Avamere and Kamlu Resort, Vancouver Watershed Alliance, Firstenburg, Lifeline Connections, Washington Trails Association, Evergreen Habitat for Humanity, Sharehouse, Camp Hope, and Global Watershed Shoreline;

WHEREAS, HP's local Site Council funds approximately Twenty Thousand Dollars (\$20,000.00) annually for HP's Community Outreach team to organize and complete these projects, along with sponsorships and donations. Each fall, HP Vancouver employees vote for local 501(c)3 organizations to receive the HP Imagine Grant, supporting programs that align with the Foundation's mission by focusing on education and technology related learning experiences for underrepresented and/or underserved communities. In 2019, three local charities were each awarded Nine Thousand Dollars (\$9,000.00) through this grant. In addition, HP provides holiday giving trees, and is a PRIDE Rainbow;

WHEREAS, HP mentors and trains the next generation of innovators through its annual intern program; HP LIFE program, a learning initiative for entrepreneurs; WSU Vancouver Capstone project; iUrbanTeenPitch project; Camas Girls in STEM; and other programs;

WHEREAS, Developer's community involvement and commitment will continue well into the future as a result of this Agreement;

WHEREAS, Developer has a purchase and sale agreement for real property consisting of approximately 68 acres located within property commonly referred to as Section 30 in the City of Vancouver which property is described with particularity in Exhibit 1 ("Property");

WHEREAS, the Developer has an option to purchase real property consisting of approximately 30 acres located within property commonly referred to as Section 30 in the City of Vancouver which property is described with particularity in Exhibit 2 ("Additional Property");

WHEREAS, the Property and Additional Property is collectively referred to as "HP Property."

WHEREAS, the Developer intends to conduct reclamation activity for existing mining operations approved by the Washington State Department of Natural Resources and develop the HP Property to accommodate a national, multi-building development of up to 1,500,000 gross square feet of building space, with office, research and development, industrial services, manufacturing and production, light industrial uses, as well as the potential for occupant-supported small scale retail, restaurant, accessory uses, and related parking and associated onsite improvements across the HP Property (the "Project");

WHEREAS, buildout of the Project is expected to occur in multiple phases over the next fifteen years;

WHEREAS, Phase 1 of the Project will involve development of one or more structures that will together comprise up to 330,000 gross square feet of office, research and development, and light industrial uses, as well as the potential for occupant-supported small scale retail, restaurant, accessory space, and related parking and associated onsite improvements ("Phase 1");

WHEREAS, Developer may purchase additional property in the future within Section 30 and the Developer anticipates, with the City's consent, annexing such additional property into this Agreement ("Annexed Property");

WHEREAS, Section 30 consists of approximately 553 acres of land historically and primarily used for aggregate extraction and processing, where 140 acres of Section 30 property is publicly-owned property held by Clark County, City of Vancouver, and the Bonneville Power Association;

WHEREAS, in 2009 the City adopted the Section 30 Urban Employment Center plan (the “Subarea Plan”) that establishes planning goals and policies for timely and predictable redevelopment of Section 30 following cessation of aggregate activities;

WHEREAS, the Developer’s Project is the first project to implement the Section 30 Subarea Plan and requires a significant public and private investment to fund common infrastructure including, but not limited to, streets, sidewalks, power, gas, communications, stormwater, and water and sewer utilities that will benefit the Project, future development in Section 30, and the general public by fulfilling the goals of the Subarea Plan;

WHEREAS, the Subarea Plan anticipated that development would occur parcel by parcel, as compared to Developer’s catalyzing Project of up to 98 acres;

WHEREAS, the City has determined that this Agreement will facilitate orderly buildout of the planned improvements, will further promote growth management and planning objectives of the City for Section 30, and will improve the economic vitality of the City;

WHEREAS, the City has determined that flexibility is found within the Subarea Plan policies, Section 30 Design Guidelines, and implementing code under chapter 20.690 Vancouver VMC to enable this unique Project to successfully and efficiently master plan for development to occur, and that this flexibility provides the City the opportunity to consider the flexible application of such policies, guidelines, and standards during the land use review process for the Project consistent with this Agreement;

WHEREAS, the Parties intend that they shall take further actions and execute further documents necessary or appropriate to implement the intent of this Agreement;

WHEREAS, the Washington State Legislature enacted RCW 36.70B.170-.210 to strengthen the land use planning process and reduce the costs of development by authorizing the City to enter into a private agreement with a landowner regarding the development of its real property located within the City’s jurisdiction; and

WHEREAS, pursuant to RCW 36.70B.200 and VMC 20.250.050, this Agreement was subject to public notice on or about December 9, 2019, a City Council workshop was held on December 9, 2019, and a hearing was held before the City of Vancouver Council on December 16, 2019. The City authorized execution of this Agreement by Resolution No. M-4054 adopted on December 16, 2019.

NOW THEREFORE, in consideration of the promises, covenants, and provisions set forth in this Agreement, the receipt and adequacy of which consideration is acknowledged, the Parties agree as follows:

///

AGREEMENT

Section 1. Incorporation of Recitals and Exhibits

The recitals set forth above and the exhibits attached hereto are by this reference incorporated into the Agreement as though set out in full.

Section 2. Purpose

The purpose of this Development Agreement is to:

- (a) Provide for the mix of uses allowed by this document for development of the Project;
- (b) Provide a process to review Phase 1 and Developer's Master Plan for Subsequent Phases;
- (c) Provide the building permit review fees to apply to the Project;
- (d) Provide a framework for how business license surcharge fees will apply to the Project;
- (e) Reserve transportation capacity for HP's future development of the Project governed by this Development Agreement;
- (f) Provide for the availability and use of transportation impact fee reductions for Developer's future development of the Property governed by this Agreement;
- (g) Provide a process for Developer to reserve sanitary sewer and associated infrastructure capacity for the Project;
- (h) Reserve Developer's right to connect to any Section 30 public stormwater system for the Project subject to Section 4(d)(iii) below; and
- (i) Vest the Project to Development Standards as provided in Section 10 below to the HP Property, and any later Annexed Property that is added to this Agreement.

Section 3. Effective Date and Term

(a) Effective Date

The effective date shall be the date of the adoption of a resolution by the City of Vancouver Council approving this Agreement.

(b) Term

The term of this agreement shall be fifteen (15) years from the effective date. Developer shall have one (1) five (5) year option to extend this Agreement, subject to approval by the City

in its sole discretion through a Type I review process. Subsequent extension requests may be approved by the City as an amendment to this Agreement.

(c) Modification

This Agreement may be modified, extended or terminated only upon the written agreement of Developer and the City.

Section 4. Proposed Development

(a) Maximum Allowable Development and Uses

The HP Property is zoned Employment Center Mixed Use (ECX). The ECX zoning code in effect as of the date of this Agreement, and the current chapter 20.690 VMC allow the Project. This Agreement governs development of the Project on the HP Property and timing of such development shall be based on need and market conditions determined in Developer's sole discretion. Any proposal to develop the HP Property that is not consistent with the Project, including development of more than a cumulative total of 1,500,000 gross square feet of building space, shall be subject to then-applicable provisions of the VMC. The HP Property shall not be developed with any of the following uses:

Group Living
Community Recreation
Park & Ride Facilities: Structure
Vehicle Fuel Sales
Rail Lines/Utility Corridors
Uses listed under RCW 36.70B.170(3)(e)

(b) Phases

i. Phase I

Phase I shall occur on the southeastern portion of the Property in the general area depicted on Exhibit 3 ("Phase I Property").

ii. Subsequent Phases

The remaining allowable development may be spread out over one or more phases across the HP Property depicted on Exhibit 3 ("Subsequent Phases").

(c) Annexed Property

The terms of this Agreement shall apply to Annexed Property, if the Agreement is amended to add such Annexed Property during the term of this Agreement in the City's sole and absolute discretion. Any Annexed Property shall be incorporated into the definition of HP Property.

(d) Standards

Pursuant to RCW 36.70B.170(3), the Parties identify the following non-exclusive list of standards applicable to the Project on the HP Property (collectively “Development Standards”).

i. Permitted Uses, Zoning, and Standards

The permitted land uses and development regulations for development, and other standards applied to the Project on the HP Property include those in chapters 20.440 (Industrial Districts), 20.690 (Section 30 Employment Center Plan District), 20.925 (Landscaping), 20.960 (Signage), and 20.945 (Parking and Loading) VMC in effect on the date of the adoption of this Agreement. The City has considered the applicability of these standards to the Project on the HP Property, as set forth in Exhibit 4, and will apply the standards consistent with Exhibit 4 to the Project.

ii. Planning Goals and Objectives

The planning goals adopted by the City in the Subarea Plan shall be the policy guidance and the foundation for all future development of the Project on HP Property. The City has considered the conceptual Project layout, inclusive of building shape and massing, and road alignments in Exhibit 5. Based on this conceptual visualization of the Project, the City has analyzed the Subarea Plan to determine the applicability of the plan policies to the Project on HP Property, as set forth in Exhibit 6, and will apply the policies consistent with Exhibit 6 for Phase 1 and the Master Plan to Developer’s Project as long as they do not materially deviate from the conceptual layout in Exhibit 5.

iii. Surface and Groundwater

All future development of the Project on HP Property shall be subject to the City of Vancouver Stormwater Management standards, chapter 14.25 VMC. The Parties agree that the expectation for the development of HP Property and subsequent development across Section 30 shall require each property owner to manage stormwater quality on its own property prior to releasing stormwater to a public stormwater collection facility. The City acknowledges that native gravels provide the best stormwater infiltration, and that as a result of the mined condition few areas within Section 30 retain native gravel. The City will prioritize retention of areas with native gravel for stormwater infiltration for all development in Section 30, especially within areas near the Subarea Plan’s conceptual location for 9th Street. The City may establish a local improvement district or similar mechanism to finance a Section 30 public stormwater facility. In the event the City constructs a public stormwater facility or accepts the dedication of a public stormwater facility, the City shall allow the Developer to connect to the system subject to satisfaction of all applicable code provisions and payment of any connection fee or charges, including, but not limited to, local improvement district fees.

iv. Water Service

Water service for the Project shall be designed and constructed in accordance with the City of Vancouver Water Design and Construction Requirements. Water service shall be

provided by the City. The Developer shall provide potable water infrastructure on HP Property to serve the Project at its cost, and the costs of provision of public infrastructure are governed by Sections 4(e) and 7 of this Agreement.

v. Sewer Service

Sanitary sewer service for the Project shall be designed and constructed in accordance with the City of Vancouver General Requirements and Details for the Design and Construction of Public Sanitary Sewers. Sewer service shall be provided by the City. The Developer shall provide sanitary sewer infrastructure on the HP Property to service the Project at its cost, and other provision of public infrastructure is governed by Section 8 of this Agreement. The Subarea Plan anticipates that a sanitary sewer pump station and associated infrastructure will be installed to serve Area 2 of Section 30, where the HP Property is located and Developer shall construct the sanitary sewer pump station ("Area 2 Pump Station"), pursuant to Section 8(c) of this Agreement. By this Agreement Developer reserves 143,000 gallons per day of capacity in the Area 2 Pump Station and associated public infrastructure, equal to the anticipated sanitary sewer demand for the 1,500,000 gross square feet of development associated with the Project; provided, however, that the reserved capacity shall not be available unless (i) the Area 2 Pump Station is constructed; (ii) Developer provides the City with a minimum twenty-four (24) months advance written notice of its need to utilize the capacity, which shall be accomplished by Developer's request for a pre-planning meeting for the master planning process for the Project; and (iii) Developer has paid all applicable fees and charges required by the City to use the reserved capacity that Developer shall pay in proportionate share as the Subsequent Phases are developed and sewer capacity is used by the Project.

vi. Road Standards

Roads and rights of way for the Project shall be designed and constructed in accordance with chapter 20.690 VMC, the Subarea Plan and Section 30 Design Guidelines, and consistent with Exhibits 4 and 6, and Section 8(b) of this Agreement.

vii. Other Development Standards

Development of the Project shall comply with all other applicable Development Standards including, but not limited to, chapters 11.70 (Transportation Concurrency), 14.08 (Connections to Public Sewers), 20.770 (Tree, Vegetation, and Soil Conservation), 20.909 (Escrow and Assurances), 20.910 (Exceptions and Interpretations), 20.912 (Fences and Walls), 20.915 (Impact Fees), 20.935 (Off-Site Impacts), 20.970 Solid Waste Disposal and Recycling), and 20.985 (Visual Clearance) VMC, in effect on the date of the adoption of this Agreement.

(e) Infrastructure Financing Tools

Developer may apply for use of chapter 11.10 VMC (Local Finance Tools), VMC 14.04.235, and VMC 14.04.285 effective on the date of Developer's application for development to obtain reimbursement for certain expenditures that qualify under these provisions.

(f) Other Property Development Agreements

A portion of the Phase 1 Property is subject to the following development agreement:

English Development Agreement, Recorded Document No. 4413045

The Additional Property is subject to the following development agreement:

Pacific Rock Development Agreement, Recorded Document No. 4096886, as modified and restated in Recorded Document No. 4443223

A portion of the Additional Property is subject to the following development agreement:

Glacier NW Development Agreement, Recorded Document No. 3925154

The HP Property is subject to the following development agreement:

One Pacific Corporation Development Agreement ("One Pacific Agreement"), Recorded Document No. 3925154

(collectively "Pre-Existing Development Agreements"). The Pre-Existing Development Agreements shall remain in full force and effect unless and until land use applications for the Project are submitted and approved, with the exception of the One Pacific Agreement that shall remain in full force and effect. Upon issuance of a permit to Developer for the Project, this Agreement shall supersede and replace the Pre-Existing Development Agreements applicable to the portion of the HP Property covered by such Project permit; provided, however, that the One Pacific Agreement shall remain in full force and effect until the City receives the full balance owing under the Westridge SDC in place at the time of this Agreement (which as of November 1, 2019 had a balance owing of \$693,200.81 to the City) by Developer or other responsible parties.

(g) Reservation of Transportation Capacity

In anticipation of Developer's Project, a traffic study, attached as Exhibit 7, was completed for Developer to determine the average daily trips, and p.m. peak hour trips generated by HP's Project of up to 700,000 gross square feet of development consistent with land use designation 714 in the International Traffic Engineer ("ITE") *Trip Generation Manual*, 10th Edition (2019). Developer submitted this traffic study to the City in association with this Agreement. The traffic study estimated that future development as contemplated herein will create 723 p.m. peak hour trips. For the purpose of vesting trips under this Agreement, 723 p.m. peak hour trips will be used as the vested amount of p.m. peak hour trips during the period of this Agreement and any extensions.

The City hereby reserves for Developer for use throughout the Project of up to 700,000 gross square feet of buildings occupied by uses consistent with land use designation 714 in the

ITE *Trip Generation Manual*, 10th Edition (2019) for the term of this Agreement, the following transportation capacity consistent with the number of trips calculated in the traffic study for purposes of transportation concurrency, chapter 11.70 VMC: 5,565 daily trips. The City shall make complete transportation concurrency findings related to the Project at the time of development review for individual buildings, phases, and Master Plan approvals up to 700,000 gross square feet of buildings.

Any development exceeding 700,000 gross square feet of buildings on the HP Property, or not consistent with land use designation 714 in the ITE *Trip Generation Manual*, 10th Edition (2019) will not be governed by this traffic report, will require an updated traffic report, and a new concurrency determination.

In the event that the City of Vancouver proposes an alternative traffic capacity vesting mechanism acceptable to both Parties, the Parties may mutually agree to modify certain provisions of this Section 4(g).

Section 5. Reserved Capacities

Section 4 of this Agreement reserves capacity for sanitary sewer, and vehicular trips (collectively "Reserved Capacities"). As contemplated under Section 12 of this Agreement, Developer may come into ownership of the full 98 acres, or some portion, thereof. In the event that Developer does not purchase all of the HP Property, the reserved capacities shall be reserved only for land owned by Developer and covered by this Agreement. For purposes of this section, the definition of "owned by Developer" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise, and the terms "controlling" and "controlled" have the meanings correlative to the foregoing. As used herein, "Affiliate" shall mean any person or entity that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with Developer. For purposes of this Section 5, owned by Developer shall include (i) any transfer to a subsidiary, Affiliate of Developer, parent company, any company that owns 50% or more of the voting stock of Developer, (ii) any collateral security transfers in connection with any debt or equity financing or transfers pursuant to a foreclosure or a deed in lieu thereof; (iii) transfers to any Affiliate of Developer; (iv) transfers in connection with a sale of all or substantially all of Developer's assets or its stock; (v) transfers in connection with a lease back of the HP Property or all improvements thereon by Developer; (vi) the sale or transfer of shares of Developer, including, without limitation, transfers of shares that would change Developer from a publicly traded company to a privately held one; (vii) transfer made in connection with a portfolio sale of two (2) or more buildings; or (viii) transfers to any "spin off" from, or business unit of Developer. The transfers described in (i) through (viii) are herein together called "Permitted Transfers". Permitted Transfers will carry forward any Reserved Capacities in this Agreement. Any other transfer of HP Property, except a Permitted Transfer, will not be entitled to a transfer of any Reserved Capacities. Developer shall have sole discretion to distribute Reserved Capacities across HP Property and any Annexed Property that may be added to this Agreement in the future.

Section 6. Traffic Impact Fees

(a) Project Designation for Calculating Traffic Impact Fees ("TIF")

TIF for the Project shall be assessed using land use code designation 714 in the *ITE Trip Generation Manual, 10th Edition* (2019); provided, however, that any development of the HP Property that does not meet the intent of ITE land use code designation 714 shall be assessed TIF based on the appropriate ITE designation as determined by the City in its sole discretion.

(b) TIF Business Development Incentive

The City Council will hold a public hearing to (1) extend the Business Development TIF Incentive in chapter 20.915 VMC; and (2) consider an amendment to chapter 20.915 VMC to reduce Traffic Impact Fees by 50%, up to a maximum of \$200,000, for any business that (1) relocates 700 or more employees with a median salary of equal to 125% of current median individual income, as set by the federal department of Housing and Urban Development for the Portland-Vancouver USA ("TIF Ordinances"). In the event that the City adopts the foregoing Business Development TIF Incentive mechanism that is acceptable to both Parties, the Parties may mutually agree to modify certain provisions of this Section 6(b). Nothing in this Section 6 shall be construed to obligate the City to approve the TIF Ordinances.

(c) TIF Credits

Provided all criteria in chapter 20.915 VMC are satisfied, the Developer shall be entitled to TIF credits pursuant to VMC 20.915.090 for constructing a collector arterial off of SE 1st to serve Phase 1 (e.g. extension of 184th Avenue), and any other east/west collector arterial off of 184th connecting to 172nd Avenue and 192nd Avenue (e.g. construction of 9th Street). To the extent the credit exceeds the Developer's TIF assessment for Phase 1, Developer may apply any excess credit to Subsequent Phases during the term of this Agreement. Developer is permitted to accumulate TIF credits for any qualifying road projects it constructs throughout the term of this Agreement and any extensions thereof, provided, however that TIF credits will not be available if the City contributes City Reinvestment Funds to cover the full cost of a qualifying road project pursuant to Section 7 of this Agreement. In the event the City issues a partial contribution to Developer for qualifying road projects, Developer shall be entitled to TIF credits for the portion the Developer funded provided the criteria of chapter 20.915 VMC are satisfied. Any TIF credits for the Project accumulated by Developer will not be deducted from the City's Reinvestment Funds.

(d) Applicability of TIF Incentive

As contemplated under Section 12 of this Agreement, Developer may come into ownership of the full 98 acres, or some portion, thereof. In the event that Developer does not purchase all of the HP Property, this Section 6 shall only apply to Developer's owned HP Property, subject to Permitted Transfers.

(e) Dedications

Once Developer dedicates real property for public infrastructure, subject to the City's acceptance, the City shall maintain the system located on City property.

Section 7. City Contribution Towards Section 30 Redevelopment Infrastructure

(a) Funding to Coincide with Developer's Phased Development

Developer's Project will be the first project to develop under the Subarea Plan and will require a significant investment in infrastructure. Infrastructure constructed by the Developer for the Project will facilitate development of the rest of Section 30. As set forth in this Section 7 and considering these unique circumstances the City agrees to reinvest up to Ten Million Dollars (\$10,000,000.00) ("City Reinvestment Funds") towards Core Public Improvements defined in Section 7(b) of this Agreement.

i. Phase 1

The contribution of City Reinvestment Funds for Core Public Improvements in Phase 1 shall be limited to Three Million Five Hundred Thousand Dollars (\$3,500,000.00) that may be used as soon as Developer submits a complete building permit application for Phase 1 improvements. Any unused amount of City Reinvestment Funds allocated in Phase 1 may, in Developer's sole discretion, be applied to Core Public Improvements in Subsequent Phases.

ii. Subsequent Phases

The contribution of the City Reinvestment Funds during the Subsequent Phases shall be limited to Six Million Five Hundred Thousand Dollars (\$6,500,000.00) that may be used once Developer submits a complete building permit application for a building that will cause the total square footage of development in the Subsequent Phases to meet or exceed 330,000 gross square feet.

(b) Funds to be Spent on Core Public Improvements

The City Reinvestment Funds shall be used to construct or contribute to Core Public Improvements. To qualify as a core public improvement the infrastructure must provide a public benefit to future redevelopment of Section 30 ("Core Public Improvements"). Examples of Core Public Improvements include, but are not limited to, collector arterials (inclusive of all frontage improvements including sidewalks, roundabouts, landscaping, street lighting, and water mains), public recreational trails, public transportation facilities, public stormwater collection facilities and related infrastructure, public water facilities and related infrastructure, public sanitary sewer facilities and related infrastructure. Notwithstanding whether the Developer decides to utilize the City Reinvestment Funds for particular Core Public Improvements, the City agrees that the following public infrastructure improvements shall, so long as the above criteria are met, be considered Core Public Improvements eligible for reimbursement: the extension of 184th Avenue

from Phase 1 to 9th Street, construction of 9th Street between 172nd Avenue and 184th Avenue, payment of System Development Charge fees (including the One Pacific Agreement related fees), any Developer-dedicated public recreational trail, and construction of Area 2 Pump Station and related infrastructure as contemplated in the Subarea Plan. Without limiting the foregoing, the City shall make Section 30 public infrastructure improvements a top priority in the City's grant writing program and other public funding plans.

(c) Method of Contributing City Reinvestment Funds

Developer may, in its sole discretion, use City Reinvestment Funds to contribute to all or a portion of Developer's costs to construct a Core Public Improvement or to fully fund City construction of a Core Public Improvement. In the event the Core Public Improvement includes land dedicated to the City, the value of the land dedicated for such improvement may, at Developer's option, be included as an actual cost of construction. The land valuation of the dedicated property shall equal the Developer's cost to acquire the property calculated on a square foot basis.

In no event will Developer be permitted to recover City Reinvestment Funds through available cost recovery mechanisms including, but not limited to, those cost recovery mechanisms identified in Section (4)(e) of this Agreement. The City reserves and retains all rights to recover City Reinvestment Funds used for Core Public Improvements and may use any recovered City Reinvestment Funds in its sole and absolute discretion.

i. City Construction of Core Public Improvements

Developer may request that the City construct a Core Public Improvement. Developer shall identify the Core Public Improvement by providing the City with notice that includes build-ready plans for the City's review and approval. The City may, in its sole discretion, agree to construct the Core Public Improvement based on terms and conditions it deems appropriate; provided, however, that the City shall not construct a Core Public Improvement unless there are sufficient City Reinvestment Funds to cover the full cost of construction. The City shall signify its agreement to construct a Core Public Improvement by providing Developer with an estimated cost to construct the Core Public Improvement, an estimated construction schedule, and terms and conditions, if any, within thirty (30) days of receipt of the build-ready plans ("Construction Terms"). Developer shall notify the City in writing within fifteen (15) days of its receipt of the Construction Terms of its election to have the City proceed with construction of the Core Public Improvement. If notice is not provided as set forth in this Section, it shall be presumed that the City will not construct the Core Public Improvement.

Nothing in this Section 7(c)(i) shall be construed to obligate the City to construct a Core Public Improvement for Developer within a certain timeframe or at a pre-determined cost. Developer acknowledges that City construction of a Core Public Improvement requires that it comply with chapter 39.12 RCW and procurement practices in chapter 3.05 VMC. If Developer elects to have the City proceed with construction, the estimated cost shall be immediately

deducted from available City Reinvestment Funds. The City shall provide Developer with its actual cost of construction within thirty (30) days of completion. If actual costs of construction are less than the estimated costs, the difference shall be credited back to the City Reinvestment Fund balance. If actual costs exceed the estimated costs the difference shall be deducted from the City Reinvestment Fund balance, or paid by the Developer if there are insufficient City Reinvestment Funds remaining.

ii. Core Public Improvement Constructed by Developer

Developer may choose to construct a Core Public Improvement and request full or partial contribution for the costs from the City Reinvestment Funds. Developer shall identify the Core Public Improvement and the amount of contribution it seeks in the Type II review application for Phase I or in the Master Plan for Subsequent Phases. To be eligible for contribution, the Core Public Improvement must (i) be bid and constructed pursuant to City procurement practices in chapter 3.05 VMC, as amended; (ii) be constructed in full compliance with chapter 39.12 RCW, as amended; (iii) meet all applicable City, State, or Federal standards; (iv) be constructed in a good and workmanlike manner; and (v) dedicated to the City after passing all City inspections. Developer shall provide documentation substantially in the form of Exhibit 8 attached hereto, of the cost to construct the Core Public Improvement for contribution after the inspection occurs. Developer shall also submit documentation that all applicable City procurement procedures and the requirements of chapter 39.12 RCW were followed, including, but not limited to, all forms submitted to the Department of Labor and Industries. The City shall have thirty (30) days to review documentation provided by Developer in relation to a contribution request for a Core Public Improvement and the Parties shall resolve all documentation matters within forty-five (45) days of submittal, unless otherwise mutually agreed. Any contribution for construction activity undertaken by Developer shall be subject to inspection. The City shall schedule a requested contribution inspection within thirty (30) days from Developer's request. The City shall provide the requested contribution to Developer within sixty (60) days of passing inspection or dedication of the Core Public Improvement to the City, whichever occurs sooner.

Developer may, at its sole option, request partial contribution of City Reinvestment Funds for the Core Public Improvement. In such a case, Developer reserves the right to apply to recover the non-City Reinvestment Funds pursuant to available cost recovery mechanisms including, but not limited to, latecomer's agreements under chapters 11.10 and 14.04 VMC. By way of example only, if Developer constructs the Area 2 Pump Station contemplated under Section 4(d)(v) of this Agreement, Developer may seek a partial contribution of City Reinvestment Funds to cover Developer's proportionate share of the cost and fund the remaining cost with its own monies. Developer could then apply for a latecomer agreement to recover the money it contributed to the cost to construct the Area 2 Pump Station.

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Section 8. City Processing and Review of Project Permits

(a) Project Type

i. Phase 1

Pursuant to VMC 20.690.030(D), the City determines that Phase 1 will not have area wide infrastructure or land use implications and shall be processed as a Type II decision provided that Phase 1 satisfies the conditions in Section 8(b) through 8(f) of this Agreement. A description of the Phase 1 Property in Exhibit 9 in relation to surrounding properties provides information to conclude that adequate infrastructure can be achieved in the short term while Developer's master planning for Subsequent Phases occurs.

ii. Subsequent Phases

Subsequent Phases of the Project shall be processed using the master planning process contained in VMC 20.690.050 in effect as of the date of this Agreement. The Phase 1 Property shall be incorporated in any future master plan involving adjacent HP Property. This Section 8(a)(ii), shall survive termination of this Agreement, except that the survival language shall sunset upon (i) approval of Developer's Master Plan for Subsequent Phases (including the Phase 1 Property); or (ii) construction of 184th Avenue between SE 1st Street and SE 9th Street, the construction of SE 9th Street between 172nd Avenue and 184th Avenue, and the Area 2 Pump Station.

(b) Road Infrastructure

Phase 1 shall include design of a full-width, thirty-four (34) foot curb-to-curb collector arterial extending from SE 1st Street in the approximate location of 182nd Avenue and 184th Avenue ("184th") to serve the Phase 1 Property, consistent with the right of way depicted in Exhibit 10 with Developer improving the street sufficient for two-way vehicular traffic, inclusive of a 12 foot recreational trail subject to Section (8)(d) of this Agreement ("184th Extension"). The 12 foot recreational trail satisfies the requirement for the trail identified in Section 8(d) of this Agreement.

Developer acknowledges and agrees that two roundabouts are contemplated at intersections along 184th between SE 1st Street and SE 9th Street and may be located on all or a portion of the HP Property. The location of such roundabouts will be selected during the master planning process for Subsequent Phases. Developer shall dedicate, at no cost to the City but subject to Section 7 of this Agreement, land necessary to construct such roundabouts and any planned collector arterials from said roundabouts. To the extent the 184th Extension is located entirely on the Phase 1 Property, Developer shall allow access to 184th through the Phase 1 Property at no cost. This Section 8(b), shall survive termination of this Agreement, except that the survival language shall sunset upon (i) approval of Developer's Master Plan for Subsequent Phases (including the Phase 1 Property); or (ii) construction of 184th Avenue between SE 1st

Street and SE 9th Street, the construction of SE 9th Street between 172nd Avenue and 184th Avenue, and the Area 2 Pump Station.

(c) Sewer Infrastructure

Phase 1 shall provide all required sanitary sewer infrastructure in the 184th right of way to connect to the Area 2 Pump Station, including gravity lines that will carry sewer flows from Phase 1 to the sanitary sewer pump station and a force main to carry sewer flows from the sanitary sewer pump station to SE 1st Street. Developer may construct the Area 2 Pump Station as contemplated in the Subarea Plan as part of Phase 1, or temporarily connect to a sanitary sewer pump station outside of Section 30 to service Phase 1; provided, however that Developer agrees that the Area 2 Pump Station shall be constructed, consistent with Section 4(d)(v) of this Agreement, within three (3) years of issuance of the first certificate of occupancy for a Phase 1 building. The deadline to construct the Area 2 Pump Station may be extended in the City's sole discretion in the event Developer demonstrates good faith progress towards a Master Plan for Subsequent Phases and eventual construction of the station. Upon completion of the Area 2 Pump Station Developer shall connect Phase 1 to the sanitary sewer pump station at its sole cost and expense.

(d) Dedication of Public Recreational Trail

The Subarea Plan contains a conceptual location for a public recreational trail on the western boundary of the HP Property. The recreational trail location in the Subarea Plan is conceptual and allows for deviation to be determined through the master plan process, however, to meet the goals of the Subarea Plan the recreational trail must be open to the public and must connect north to a location near 9th Street and west towards 172nd Avenue along or near the northern boundary of the HP Property. The City agrees that in the event the trail is located on HP Property and maintained in Developer's ownership it shall be considered a trail used solely for recreational use purposes. Any other purpose specified in any other City document related to any public recreational trail on HP Property is superseded by this Agreement.

To satisfy this Subarea Plan goal, in Phase 1 Developer shall design and construct a 12 foot recreational trail adjacent to 184th. The trail shall be designed to allow for future connectivity along 184th and connection to 9th Street in Subsequent Phases as will be designed during the master plan process. Upon dedication of the recreational trail to the City, the City shall maintain the trail.

(e) Boundary Slopes and Final Elevations

Developer's design of the Phase 1 boundary slopes and final elevations is to be consistent with the description in Exhibit 9.

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(f) State Environmental Policy Act ("SEPA")

i. Existing SEPA Documents

The City adopted a Determination of Nonsignificance ("DNS") in accordance with SEPA requirements when the Subarea Plan was adopted in 2009 through Ordinance No. M-3930 in relation to File Numbers CPZ2009-00010/SEP2009-00025. The DNS explained that future development within Section 30 would require compliance with SEPA.

ii. Project SEPA Compliance

Consistent with Ordinance No. M-3930 and the DNS, all applications for the Project shall comply with the State Environmental Policy Act, chapter 43.21C RCW and chapter 20.790 VMC. The Developer shall implement all mitigation measures imposed during the SEPA process for Phase 1 and Subsequent Phases of the Project.

(g) City Review Team

The City shall form an experienced, multi-disciplinary review team to review all applications associated with the Project. The review team shall be coordinated by a manager who shall serve as the designated point of contact for the Project.

(h) Streamlined Permitting

The City will utilize its streamlined review process for land use, engineering, and building permit review that provides for consolidated and expeditious approvals and permit review for the Project at no additional charge. The City commits to completing its review of land use, engineering, and building plans, studies and associated application material within ninety (90) calendar days of submittal. Review time may be added by the City if application materials remain incomplete within two review cycles or if more than three civil engineering reviews are required. This timeframe shall not apply to the master plan process necessary for Subsequent Phases of the Project. Instead, the City shall endeavor to make a decision on any Developer proposed Master Plan subject to this Agreement within one hundred twenty (120) calendar days from the date the Master Plan application is deemed complete.

(i) Permit Fees

The City shall cap the valuation of the Project for the sole purposes of calculating building permit review and inspection fees pursuant to VMC 17.08.130(G), Table I as follows:

Phase 1 – Building construction and investment for the first phase of the Project is estimated to have a value of Fifty Million (\$50,000,000.00) to Eighty Million Dollars (\$80,000,000.00). The City shall cap the valuation at Ten Million Dollars (\$10,000,000.00) for purposes of assessing fees under VMC 17.08.130(G).

Subsequent Phases – The City shall cap the valuation at Ten Million Dollars (\$10,000,000.00) for purposes of assessing fees under VMC 17.08.130(G) in Subsequent Phases.

Therefore, the City shall cap the valuation at Ten Million Dollars (\$10,000,000.00) for purposes of assessing fees under VMC 17.08.130(G) for each building permit application for the Project on HP Property and Annexed Property, and that cap will be applied separately to each permit during the term of this Agreement and any extensions thereof.

(j) Applicability of Section 8

As contemplated under Section 12 of this Agreement, Developer may come into ownership of the full 98 acres, or some portion, thereof. In the event that Developer does not purchase all of the HP Property, this Section 8 shall only apply to Developer's owned HP Property, subject to Permitted Transfers.

Section 9. Business License Surcharge Fees

(a) Business License Surcharge Fee

Upon application for building permits to construct Phase 1, business license surcharge fees assessed against Developer under chapter 5.04 VMC (as it may be amended) shall not exceed ninety dollars per full-time employee and shall not be assessed against more than seven hundred ninety-nine (799) full time employees. This Section 9(a) shall expire on December 31, 2024; provided, however, that Developer may, at its option, elect to terminate this provision prior to December 31, 2024. Upon termination of this Section 9(a), Developer shall be subject to then-existing business license surcharge fees.

(b) Anticipated Code Amendment

The City Council will hold a public hearing to consider an amendment to chapter 5.04 VMC regarding Business License Surcharge fees to consider a five-year waiver of the per employee annual business license surcharge fee for companies that relocate employees from outside the City boundary and employees already located within the City boundary under the following circumstances:

- A minimum of 700 employees earning no less than 125% of current median individual income, as set by the federal department of Housing and Urban Development for the Portland-Vancouver USA.
- For companies relocating employees located in the City to other locations within the City, the employees are relocated to an owner-occupied building or group of buildings comprising a minimum of 200,000 square feet in an Employment Center Plan District.

The City will hold a public hearing to consider an amendment to chapter 5.04 VMC regarding Business License Surcharge fees to consider an extension of the waiver of the per employee annual business license surcharge fee for companies eligible for the waiver that expand employment by 20% above the currently employed numbers in the City where 75% of the new employment offer no less than 125% of current median individual income, as set by the federal department of Housing and Urban Development for the Portland-Vancouver USA.

In the event that the City of Vancouver proposes the contemplated code amendment in a form acceptable to both Parties, then the Parties may mutually agree to modify certain provisions of this Section 9. Nothing in this Section 9 shall be construed to obligate the City to adopt a code amendment.

(c) Verification and Employment Decline

During the term of the incentive, the Developer shall provide the City with a sworn statement verifying that the number of employees and salary meets or exceeds the applicable thresholds for the waiver in substantial compliance with the form attached hereto as Exhibit 11. The City, or its designee, may, no more than once per year, request information to verify applicable thresholds have been met. In the event that the code amendment contemplated above is enacted and the parties mutually agree to modify this Agreement, if employment or salary declines below the thresholds specified in the applicable code provision, the Developer shall reimburse the City for the relevant reduction and/or waived business license surcharge fees during the period of noncompliance with the thresholds.

Section 10. Vested Rights

The Development Standards of the VMC, inclusive of all provisions referenced in Section 4(d) of this Agreement that are in effect on the date of this Agreement shall apply to the Project, except as otherwise provided in this Agreement and as follows:

Public Health and Safety

The City reserves the authority to modify one or more of the standards or requirements of development for the HP Property during the term of the Agreement, after notice, a public hearing, and adoption of findings and conclusions, to the extent required to avoid a serious threat to public health or safety, as provided in RCW 36.70B.170.

State and Federal Law

This Agreement does not relieve Developer of any obligations to comply with state or federal laws or regulations of any kind, including, but not limited to, those related to endangered species or stormwater. The Project shall not be vested against the application of development standards imposed by virtue of federal or state preemption of the City's regulatory authority.

State and International Building Codes

The International Building Code and International Fire Code in effect in the State of Washington on the date of filing a complete application for a building permit shall apply to all new development of the HP Property, unless mutually agreed to between the Parties.

Charges and Fees

This Agreement does not vest Developer to plan review fees, system development charges, or impact fees, except as otherwise provided in this Agreement.

Any amendments or additions made during the term of this Agreement to zoning or development regulations, transportation concurrency regulations, SEPA regulations and substantive SEPA policies or other laws, ordinances, comprehensive plan policies or other policies governing land development which may be applicable to the Project shall not apply to or affect the conditions of the Project, except as otherwise provided in this Agreement. Developer may request to be bound by future amendments to the VMC. This vesting provision shall be applicable, without limitation, to all land use applications, permits, uses and development of the Project that occur on the HP Property within the term of this Agreement. This vesting shall continue beyond the term of this Agreement as to any implementing land use application in process or granted by the City during the term of this Agreement, for the normal term of approval of any such application, permit, or approval.

Section 11. Authority

Developer represents and warrants to the City that it has ownership or control of the HP Property as that term is used in RCW 36.70B.170 and that its signatory has the authority to enter into this Agreement and bind the HP Property thereto. The City represents that its signatory has full power and authority to execute and deliver this Agreement on behalf of the City. Each Party will defend, indemnify, and hold harmless the other Party and signatory from any claim that he or she was not fully authorized to execute this Agreement on behalf of the person or entity for who he or she signed.

Section 12. Applicability of the Agreement, Binding on Successors, and Recording

This Agreement shall be effective and binding upon proper execution and delivery by the City and Developer. As contemplated under the recitals, Section 1, and Section 12 of this Agreement, Developer may come into ownership of the full 98 acres, or some portion, thereof. In the event that Developer does not purchase all of the HP Property, this Agreement shall only apply to Developer's owned HP Property, subject to Permitted Transfers. This Agreement shall run with the land and be binding upon and inure to the benefit of the successors, successors in title and assigns of Developer and upon the City as to all of the HP Property (or any portion thereof) that Developer acquires, and will be binding and enforceable against each Party in accordance with the terms herein. This Agreement shall be recorded with the Clark County

Auditor against the HP Property. Developer may sell or otherwise lawfully dispose of all or any portion of the Developer acquired HP Property to another person, corporation, partnership, or other entity who shall be bound by and benefitted by the requirements and terms of this Agreement, except as set forth in Section 5 of this Agreement.

Section 13. Further Discretionary Actions

Nothing in this Agreement shall be construed to limit the authority of the City to process development applications for the HP Property, including one or more building permits, under the processes established by the City; provided, however those processes shall not impose any conditions inconsistent with the provisions of the Agreement.

Section 14. Interpretation; Severability

(a) Interpretation

The Parties intend this Agreement to be interpreted to the full extent authorized by law as an exercise of the City's authority to enter into such agreements, and this Agreement shall be construed to reserve to the City only that police power authority which is prohibited by law from being subject to a mutual agreement with consideration.

(b) Severability

If any provision of this Agreement is determined by a court of law to be unenforceable or invalid, then the remainder of the Agreement shall remain in full force and effect. Further, as to those provisions held by a court of law to be unenforceable, the Parties shall confer and agree to amend the Agreement to implement the mutual intent of the Parties to the maximum extent allowed by law.

Section 15. Waiver

Failure by either Party at any time to require performance by the other Party of any of the provisions hereof shall in no way affect the Parties' right hereunder to enforce the same, nor shall any waiver by the Party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

Section 16. Amendment

This Agreement shall not be amended without the express written approval of the City and Developer (or its successors, successors in title and assigns with respect to the HP Property in which they have an interest). The Vancouver City Council must approve, in its sole discretion, all amendments to this Agreement by ordinance or resolution. The City agrees to present to the City Council any Developer requested amendment within ninety (90) days of such request, unless the Parties mutually agree otherwise.

Section 17. Headings

The headings in this Agreement are inserted for reference only and shall not be construed to expand, limit, or otherwise modify the terms and conditions of this Agreement.

Section 18. Governing Law and Venue

This Agreement shall be construed with, and governed by, the laws of the State of Washington. The Parties agree to venue in the Superior Court for Clark County, State of Washington, to resolve any disputes that may arise under this Agreement.

Section 19. Attorneys' Fees

Should it be necessary for any Party to this Agreement to initiate a legal proceeding against the other Party to adjudicate any issues arising hereunder, the Party that substantially prevails shall be entitled to recover from the other Party such sum as the court or arbitrator may adjudge reasonable attorneys' fees, costs, expenses, and disbursements (including the fees and expenses of expert and fact witnesses) reasonably incurred or made by the substantially prevailing Party in preparation to participate in mediation or arbitration, to bring suit, during suit, on appeal, on petition for review, and in enforcing any judgment or award, from the other Party or Parties.

Section 20. Default

In the event either Party fails to perform the terms and provisions of this Agreement, which failure continues uncured for a period of sixty (60) days following written notice from the other Party (unless the Parties have mutually agreed in writing to extend this period) shall constitute a default under this Agreement. Any notice of default shall specify the nature of the alleged default and, where appropriate, the manner in which the alleged default may be satisfactorily cured. If the nature of the alleged default is such that it cannot be reasonably cured within the sixty (60) day period, then the commencement of actions to cure the alleged default within the sixty (60) day period and diligent prosecution of such actions necessary to complete the cure of the alleged default, shall be deemed to be a cure within the sixty (60) day period. Upon a default that is not cured as provided above, the non-defaulting Party may institute legal proceedings to enforce the terms of this Agreement or terminate this Agreement. If the default is cured, then no default exists, and the noticing Party shall take no further action. In recognition of the possible assignment and sale of portions of the HP Property (see Section 12) any claimed default shall relate as specifically as possible to the portion of the HP Property involved and any remedy against any party shall be limited to the extent possible to the owners of such portion of the HP Property with remedies that do not adversely affect the rights, duties or obligations of any other non-defaulting owner of portions of the Property not in default under this Agreement.

///

Section 21. Cooperation

The City and Developer shall take such action (including, but not limited to, the execution, acknowledgement and delivery of documents) as may reasonably be requested by the other party for the implementation or continuing performance of this Agreement. In the event of any administrative, legal, or equitable action or proceeding instituted by any person or party to this Agreement challenging the validity of any provision of this Agreement, or any subsequent action taken consistent with this Agreement, the parties shall cooperate in defending such action or proceeding to settlement or final judgment, including all appeals. The City and Developer shall select its own legal counsel and retain such counsel at its own expense.

Section 22. No Third-Party Beneficiaries

This Agreement is made and entered into for the sole protection and benefit of the Parties hereto and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

Section 23. Notice

All communications, notices, and demands of any kind under this Agreement shall be in writing and delivered by (a) a nationally recognized overnight courier, or (b) deposited in the U.S. mail, certified mail postage prepaid, return receipt requested, and as follows:

To the City:	City of Vancouver, City Attorney Attn: Jonathan Young 415 SW 6 th Street Vancouver, WA 98660
To the Developer:	JLL 260 Forbes Avenue, Suite 1300 Pittsburgh, PA 15222 Attn: Lease Administration – HP Inc.
With a copy to:	HP Inc. 1501 Page Mill Road Palo Alto, CA 94304 Attn: Global Functions Legal Jennifer Bragar Tomasi Salyer Martin 121 SW Morrison St, Suite 1850 Portland, OR 97204

Section 24. Construction

This Agreement is the product of negotiation and drafting by both Parties and their legal counsel, and it shall be deemed to have been drafted by no Party individually but as a joint effort of the Parties. The Parties intend this Agreement to be interpreted to the full extent authorized by law. To the extent of any conflict with any City regulations which may otherwise govern the HP Property, the terms and conditions of this Agreement shall prevail.

Section 25. Entire Agreement

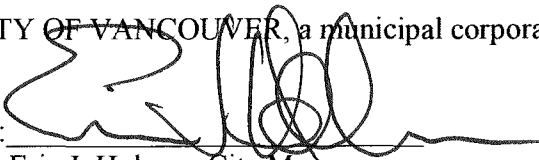
This Agreement consists of the Resolution approving the Agreement, the Agreement, Exhibits 1-11. This Agreement constitutes the final and complete expression of the Parties on all subjects relating to the terms herein. This Agreement supersedes and replaces all prior agreements, discussions and representations on all subjects discussed herein, without limitation, except as set forth in Section 4(f). No Party is entering into this Agreement in reliance on any oral or written promises, inducements, representations, understandings, interpretations or agreements other than those contained in this Agreement and the exhibits hereto.

Section 26. Vancouver Municipal Code Provisions and Standards

The City shall maintain a binder with a printed copy of all Development Standards governing development of the Project as set forth in this Agreement, including but, not limited to, the Subarea Plan, the City of Vancouver Stormwater Management Standards, City of Vancouver Water Design and Construction Requirements, and City of Vancouver General Requirements and Details for the Design and Construction of Public Sanitary Sewers, to be signed by each Party.

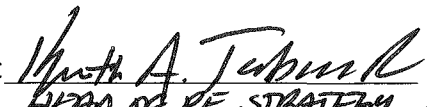
Dated this 16th day of December, 2019

CITY OF VANCOUVER, a municipal corporation

By: 

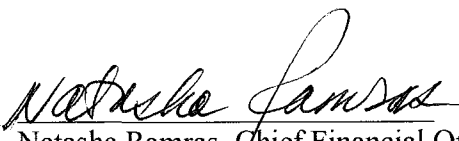
Eric J. Holmes, City Manager

HP, INC., a Delaware corporation

By: 

MARtha A. Tubman
HEAD OF RE STRATEGY, HP

Attest



Natasha Ramras, Chief Financial Officer
City of Vancouver

HP Development Agreement
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ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

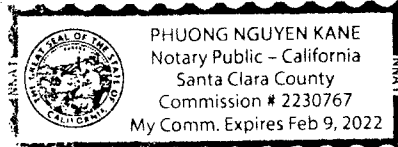
County of Santa Clara

On Dec 18, 2019 before me, Phuong Nguyen Kane
(insert name and title of the officer)

personally appeared Keith Tabacek
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Phuong Nguyen Kane (Seal)

EXHIBIT 1

LEGAL DESCRIPTION OF PROPERTY

PARCEL I:

THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN IN CLARK COUNTY, WASHINGTON.

PARCEL II:

THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON.

PARCEL III:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AND UTILITIES, INCLUDING BUT NOT LIMITED TO THE RIGHT TO CONSTRUCT AND MAINTAIN A PRIVATE ROAD FOR HEAVY HAULING OF AGGREGATE AND EQUIPMENT UNDER, OVER AND ACROSS THE EAST 60 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, AS SET FORTH IN THE AMENDED AND RESTATED EASEMENT AGREEMENT RECORDED MARCH 19, 2009 AS RECORDING NO. 4541545.

PARCEL IV:

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, CITY OF VANCOUVER, CLARK COUNTY, WASHINGTON.

EXCEPT ANY PORTION LYING WITHIN SOUTHEAST FIRST STREET.

ALSO EXCEPT THAT REAL PROPERTY SITUATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, CITY OF VANCOUVER, CLARK COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 30; THENCE NORTH 01°36'19" EAST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 455.55 FEET; THENCE SOUTH 27°07'48" EAST A DISTANCE OF 147.46 FEET; THENCE SOUTH 88°12'07" EAST A DISTANCE OF 177.17 FEET; THENCE SOUTH 43°23'44" EAST A DISTANCE OF 34.77 FEET; THENCE SOUTH 01°45'27" WEST A DISTANCE OF 296.45 FEET TO THE SOUTH LINE OF SAID

SOUTHEAST QUARTER OF SECTION 30; THENCE NORTH 89°22'11" WEST ALONG
SAID SOUTH LINE A DISTANCE OF 271.90 FEET TO THE POINT OF BEGINNING.

EXCEPT ANY PORTION LYING WITHIN THE PUBLIC RIGHT-OF-WAY.

CONTAINING 7.719 ACRES, MORE OR LESS.

Exhibit 1
Page 2 of 2

EXHIBIT 2

LEGAL DESCRIPTION OF ADDITIONAL PROPERTY

REAL PROPERTY SITUATED IN THE CITY OF VANCOUVER, CLARK COUNTY, WASHINGTON, BEING THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN.

TOGETHER WITH:

REAL PROPERTY SITUATED IN THE CITY OF VANCOUVER, CLARK COUNTY, WASHINGTON, BEING DESCRIBED AS THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN.

EXCEPTING THEREFROM:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 30; THENCE NORTH 01° 37' 33" EAST ALONG THE EAST LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 97.35 FEET; THENCE SOUTH 79° 30' 36" WEST TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 477.79 FEET; FROM WHICH POINT THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER BEARS SOUTH 88° 44' 01" EAST A DISTANCE OF 467.16 FEET; THENCE SOUTH 88° 44' 01" EAST A DISTANCE OF 467.16 FEET TO THE POINT OF BEGINNING.

CONTAINING 29.548 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

EXHIBIT 3

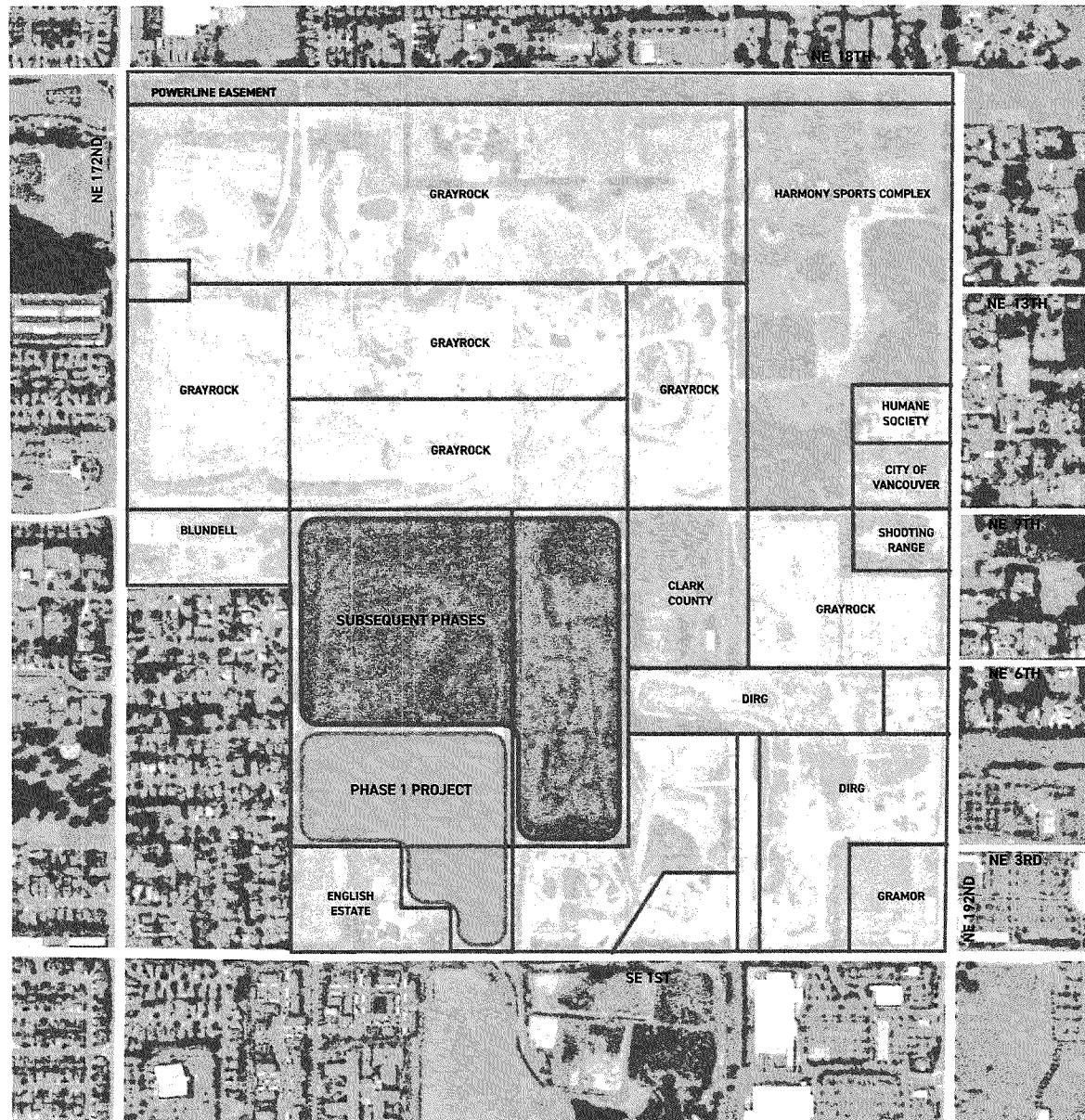


Exhibit 3
Page 1 of 1

CONCEPTUAL PROJECT DIAGRAM

OCTOBER 23, 2019

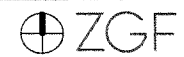


EXHIBIT 4

Vancouver Municipal Code:

Applicability to the Multi-Tenant Building aspect of Developer's Project

The City intends to apply the following Vancouver Municipal Code standards to the Project on the HP Property that includes reclamation activity for existing mining operations approved by the Washington State Department of Natural Resources, and accommodates a national, multi-building development of up to 1,500,000 gross square feet of building space, with office, research and development, industrial services, manufacturing and production, light industrial uses, as well as the potential for occupant-supported small scale retail, restaurant, accessory uses, and related parking and associated onsite improvements, and any associated Phase 1 review, Master Plan review, and/or future phase site plan reviews associated with this aspect of Developer's Project. As set forth in the Recitals of the HP Development Agreement, the Subarea Plan was adopted more than 15 years ago when the City anticipated development to occur on a parcel-by-parcel basis instead of a coordinated effort led by Developer's catalyzing Project, involving a significant portion of Section 30's privately owned land. The Subarea Plan anticipates some flexibility in its application and is referred to as a framework that envisioned joint effort for development between the City and property owners and between the Developer and its neighbors. Developer, through this Development Agreement signifies its willingness to join this endeavor to turn the framework into a reality and transform Section 30 into the neighborhood envisioned in the plan. Given this context, the City considers the Developer's proposal as an unique catalyst that deserves the City's attention and direction in advance of land use application review for Phase 1 and master planning for Subsequent Phases to allow achievement of the vision set forth in the Subarea Plan. To the extent that it is determined that code amendments are required to support the below application of the code, the City agrees to pursue such amendments; however, the City shall not be obligated to approve any such code amendment.

Capitalized terms have the same meaning as set forth in the HP Development Agreement unless otherwise specified in this exhibit.

VMC 20.440.030, Table 20.440.030-1:

City application to Developer: All ECX uses listed in VMC Table 20.440.030-1 as permitted, limited, or conditional uses shall be allowed on the HP Property except as set forth in Section (4)(a) of the HP Development Agreement prohibiting specific uses on the HP Property.

VMC 20.690.040(D):

VMC 20.690.040 Development Standards

Development within the Plan District shall be subject to the development standards contained in VMC 20.440.040 and 20.440.050 except as modified herein. Urban Neighborhood Overlay development is subject to the development standards contained in VMC 20.690.070, Section 30 Urban Neighborhood Overlay.

D. Building Setbacks.

1. Any development adjacent to the Principal Arterial streets bordering the Section 30 Plan District shall provide a 20 foot minimum landscaped setback from the back of sidewalk.

2. All other street setbacks shall be a landscaped 10 foot maximum from the back of sidewalk. An exception for up to a 20 foot maximum setback shall be allowed for proposed green street features, publicly accessible plazas, or due to topographic constraints.

3. New Heavy Industrial uses allowed by recorded Development Agreements shall provide a minimum 10 foot landscaped side and rear set back. Landscape shall include shrubs to form a six foot high buffer screen 95% opaque year-round.

4. All landscaped setbacks shall at a minimum meet the Section 30 Landscape Design Guidelines.

City application to Developer: Developer may submit a landscape plan under VMC 20.925.110 that at a minimum meets the OCI standards, unless the foregoing standards under VMC 20.690.040(D)(1)-(4) apply stricter standards for Phase 1.

Subsequent Phases of Developer's Project subject to the HP Development Agreement shall be subject to the Master Plan landscape plan requirement under VMC 20.690.050.

Developer's Phase 1 and the Master Plan will involve a mix of interface with public right of way, private streets, and local streets. VMC 20.690.040(D)(2) provides maximum setbacks for landscaped setbacks on streets, other than collector arterials, of 10 feet from the back of the sidewalk, with an exception allowed up to 20 feet. The City interprets this provision to apply to Developer's Project as a 10 foot minimum landscaped setback from the back of the sidewalk with the option to exceed the minimum to ensure architecturally sound design of landscaped setbacks taking into account factors including, but not limited to, pedestrian interface, vehicular circulation, and building design. Further, back of sidewalk shall also refer to any back of a public recreational trail that may be co-located on public rights of way, private streets, or local streets.

VMC 20.690.040(E):

Exhibit 4
Page 2 of 5

VMC 20.690.040(E)

Parking spaces provided for individual uses shall be no less than 80 percent of the minimum required indicated in Table 20.945.070-2, and no more than 115 percent to the amount provided in Table 20.945.070-2. The planning official may approve parking beyond the maximum or a parking reduction from the required minimum based on a parking study that justifies the change. Structural parking is permitted subject to the design standards contained in VMC 20.945.060. Structural parking shall count toward the minimum but not the maximum number of parking stalls.

City application to Developer: The parking space description in Table 20.945.070-2 lists the minimum number of parking spaces associated with a particular use. The City may interpret VMC 20.690.040(E) to suggest that a maximum parking space limit applies to Section 30 development, subject to exceeding the maximum if a parking study is submitted. As stated above and throughout the HP Development Agreement, the Subarea Plan and implementing code did not envision a catalyzing development such as Developer's Project that incorporates a mix of uses on the scale of nearly 100 acres. In order to allow flexible, successful, and efficient development of nearly 100 acres within Section 30, the City will apply the foregoing provision to allow development of the HP Property with parking on the following terms and determines that these parking ratios and the concomitant requirement for a parking study in the course of development is consistent with this code provision because a parking study completed prior to development would have no context in terms of the performance of parking to serve Phase I of the Project.

Parking spaces shall be provided for in the following ratios:

Office uses	2.5 to 5 spaces per 1000 square feet
Research and Development uses	1.25 to 3 spaces per 1000 square feet
Light industrial uses	1.25 to 3 spaces per 1000 square feet
Occupant-supported retail, restaurant, and accessory uses	1 space per 250 square feet

Reference to occupant-supported retail, restaurant, and accessory uses is for parking for such uses that are primarily meant to be open to HP employees. Other such uses that are incidental to an office building will meet the parking ratios for Office uses listed above.

Consistent with the Design Guidelines of Section 30 and to ensure that parking is sufficient, readily accessible, and safe, Developer will conduct a parking study after Phase I, as part of master planning. The parking study could provide different use scenarios for the different buildings and how parking will be brought into compliance

with the code as the Project develops. The overall parking plan could be conceptual with the understanding that it could change as the Project develops. In Subsequent Phases, Developer may modify the foregoing standard subject to review and approval by the City.

VMC 20.690.040(G):

VMC 20.690.040(G)

G. Roadways and Access.

- 1. Collector arterial roadway alignment shall be consistent with the conceptual roadway alignments shown in the Section 30 Employment Center Plan document.*
- 2. Connections to streets that border Section 30 Plan District shall be substantially as shown in the Section 30 Employment Center Plan document.*
- 3. All collector arterial to collector arterial intersections internal to the Plan District (excludes the four surrounding arterials) shall be roundabout intersections. Use of roundabouts for local roadway connections is also encouraged to promote system efficiency and create a unique identity.*
- 4. Traffic calming and context sensitive design shall be incorporated into the design of all internal roadways.*
- 5. The maximum block face length within the Plan District shall be 600 feet generally, and 300 feet in the Urban Neighborhood Overlay areas.*
- 6. All new streets and street improvements shall meet the intent of the Section 30 Design Guidelines.*

City application to Developer: The provisions of VMC 20.690.040(G)(2), (3), (5) and (6) will be applied consistent with the City's interpretation of the Subarea Plan in Exhibit 5 to the HP Development Agreement. In addition, given the scale of the Project area, the City agrees that Developer may seek approval for maximum block face length of "600 feet generally" to allow for some maximum block lengths of up to 700 feet as consistent with the use of "generally" in the code. Developer's Phase I does not currently intend to exceed a 600 foot block length. Therefore, any potential block lengths exceeding 600 feet will be reviewed as part of the master plan.

VMC 20.960.070(K):

VMC 20.960.070(K)

K. Industrial complex signs (free-standing signs).

1. Allowable Area: 1.5 square foot per face per lineal foot of industrial complex frontage up to a maximum of 250 square feet per face. Provided that an industrial complex with less than thirty-two (32) lineal feet of frontage shall be allowed a maximum thirty-two (32) square foot sign per face.

2. Number of Signs: 1 per complex frontage.

3. Height of Sign: Maximum 25 feet.

City application to Developer: The City's sign code does not address a situation such as a Developer's multi-building type development. As stated above and throughout the HP Development Agreement, the Subarea Plan, and implementing code did not envision a catalyzing development such as Developer's Project that incorporates a mix of uses on this scale. Further, the City's code does not define the term "industrial complex." Therefore, the City concludes that Developer may apply for signs allowed for an industrial complex under this provision for those signs that serve a particular building in a multi-building type environment. Thus, as applied to Phase 1, Developer may seek approval to install an industrial complex sign for each individual building constructed as part of Phase 1 and such sign installation could be consistent with the intent of the sign code and the Subarea Plan.

Consistent with chapter 20.960 VMC, all other signs not visible from a public right-of-way are exempt from review. VMC 20.960.070 does not have a sign type that refers to public recreational trails. The City views all recreational trail signs that may be located on HP Property as part of the master planning may be considered outside the sign types identified under VMC 20.960.070 and may be exempt from any sign maximum.

The City will allow Developer to establish a Project-wide sign program for signs visible from the public right-of-way as part of the master planning process.

EXHIBIT 5



Infrastructure locations are preliminary. Final locations will be determined through the master planning process

Exhibit 5

Page 1 of 1 CONCEPTUAL PROJECT LAYOUT

OCTOBER 23, 2019

ZGF

EXHIBIT 6

SUBAREA PLAN POLICIES

HP Section 30 Urban Employment Center Subarea Plan:

Applicability to the Multi-Tenant Building aspect of Developer's Project

The Subarea Plan (dated October 5, 2009) contains a combination of aspirational and mandatory policies. The City intends to apply the following Subarea Plan policies to the Project on the HP Property that includes reclamation activity for existing mining operations approved by the Washington State Department of Natural Resources and accommodates a national, multi-building development of up to 1,500,000 gross square feet of building space, with office, research and development, industrial services, manufacturing and production, light industrial uses, and reclamation activity for existing mining operations approved by the Washington State Department of Natural Resources, as well as the potential for occupant-supported small scale retail, restaurant, accessory uses, and related parking and associated onsite improvements, and any associated Phase 1 review, Master Plan review, and/or future phase site plan reviews associated with Developer's Project. As set forth in the Recitals of the GF Development Agreement, the Subarea Plan was adopted more than 15 years ago when the City anticipated development to occur on a parcel-by-parcel basis instead of a coordinated effort led by Developer's catalyzing Project, involving a significant portion of Section 30's privately owned land. The Subarea Plan anticipates some flexibility in its application and is referred to as a framework that envisioned joint effort for development between the City and property owners and between a Developer and its neighbors. Developer, through this Development Agreement signifies its willingness to join this endeavor to turn the framework into a reality and transform Section 30 into the neighborhood envisioned in the plan. Given this context, the City considers the Developer's proposal as a catalyst that deserves the City's attention and direction in advance of land use application review for Phase 1 and master planning for Subsequent Phases to allow achievement of the vision set forth in the Subarea Plan. To the extent that it is determined that Subarea Plan amendments are required to support the below application of the plan, the City agrees to pursue such amendments; however, the City shall not be obligated to approve any such code amendment.

Capitalized terms have the same meaning as set forth in the HP Development Agreement unless otherwise specified in this exhibit.

Intersection Spacing (p. 43)

TR-7 – Collector streets within Section 30 shall be spaced about 800 ft. apart with connections as generally depicted on the concept map. These are flexible corridors, so long as spaced to provide adequate collector level street access and sufficient capacity to all portions of Section 30 is provided.

TR-9 – To simultaneously promote continuous, smooth traffic flow, and slower travel speeds that promote safety for cars, trucks, pedestrians, and bikes; to conserve buildable land through

efficient use of public rights-of-way; to promote lower energy use through eliminating traffic lights and minimizing vehicle idling time; the Section 30 internal collector arterial intersections shall be single lane urban roundabouts with 100 to 130 foot inscribed circle diameter to accommodate all vehicle types that will access the site.

Access to Streets by Motorized Vehicles (p. 44)

TR-21 – Direct access to arterial streets, when allowed, should meet minimum intersection spacing requirements.

City application to Developer: The City may apply TR-7, TR-9, and TR-21 to Developer to allow variation from the requirements as long as Developer provides 200 foot minimum separation between intersections of local collector streets as long as the design meets the intent of the policies. If this condition is met, the City may allow the possibility of restricted turn movements (e.g. right-in/right out). The roundabout design requirement under TR-9 is achieved if the design of the roundabout is similar to the design of the roundabout at the intersection of 1st Street/184th Avenue. The City further recognizes that should Developer vary in these ways, the development could comply with the intent of these provisions because these traffic control measures would achieve the goals set forth in the Subarea Plan. The Developer has the option to improve streets in a different configuration based on measured traffic flow subject to City review and approval. In addition, the Developer may seek approval to incorporate same-side ingress/egress for Developer's research and development buildings at the northern most boundaries of the HP Property for truck deliveries and low density (by head count) facility parking. The parties mutually acknowledge that in addition to the planned roundabouts along 184th, additional access to 184th between 1st Street and 9th Street will be necessary to provide adequate access to the Project. Upon review of Exhibit 5 to the HP Development Agreement, the City agrees that Developer may be permitted to include "right-in, right-out only" access to 184th between roundabouts where necessary for the Developer to construct safe and efficient circulation and necessary emergency access to future buildings and parking areas contemplated as part of the anticipated Master Plan for the Project. However, this permission for "right-in, right-out only" access shall not be construed as any exemption to the City's Street and Development standards (chapter 11.80 VMC). Further, the City will review in good faith any standards modification requests (*i.e.* road modification requests) under VMC 11.80.160 that are deemed necessary to achieve sufficient access to 184th to effectively implement the master plan vision for the Project. Parties with responsibility to construct certain streets and roundabouts will be identified during the master plan process. Developer has the option, but not the obligation, to provide that access to arterial streets meet minimum intersection spacing requirements, and such proposals shall be reviewed by the City in the master planning process.

Pedestrian Facilities (p. 43)

TR – 10 All trails and sidewalks shall be consistent with the connectivity and grade policies of the Plan.

Exhibit 6

Page 2 of 8

TR – 11 To encourage pedestrian connectivity, development standards should describe allowed maximum slopes for trails or sidewalks constructed outside of the street development.

TR – 12 Sidewalks shall be developed consistent with typical street cross sections for collector and local access streets at a minimum. Wider sidewalks and additional landscaping are encouraged.

TR – 13 Mid-block and other safe pedestrian crossings shall be developed to provide very high pedestrian level of service, especially in mixed use urban neighborhoods.

TR – 14 Where possible and desirable, sidewalks and trails should be constructed of pervious surface, and be integrated into the storm water control plan.

Trail Linkages (p. 53)

OS – 14 Remaining side slopes, especially the western perimeter slopes created from past mining activities, should be considered as a combined green open space, stormwater infiltration, and perimeter trail system.

City application to Developer: To the extent that the policies above contain mandatory language, the Development Agreement's Section 8 shall govern how those policies are treated for purposes of the public recreational trail associated with the HP Property. To the extent that Developer's western slopes are required for design and material purposes for Developer's Project, Developer retains sole discretion to make use of its western slopes in the design of Phase 1, the Master Plan, and Subsequent Phases of its Project as set forth in HP's Development Agreement. The City agrees that the cross sections for collector arterials, attached as Exhibit 10 to the HP Development Agreement, are consistent with typical cross sections for collector, private roads, and local access streets. Pedestrian crossings will be proposed during master planning based on the position of various structures and proposed uses, with the intent that crosswalks will be installed at roundabouts, and if necessary to serve connectivity, mid-block pedestrian crossings may be considered.

Parking – Motorized Vehicle (p. 44)

TR – 16 Off street parking should be located behind or to the side of structures in all districts with the exception of "tech flex" development, which may locate parking for customers only between the street and building front.

City application to Developer: The intent of this policy is to prohibit parking in the area between a "building front" and a collector arterial so that parking is hidden from view from the vantage of a collector arterial. Developer's conceptual plan is consistent with this approach.

TR – 17 On street parking may be provided where appropriate and the parking spaces immediately adjoining a property shall be counted towards a development's overall parking requirement.

City application to Developer: On street parking is not planned for Developer's Phase I. Developer shall continue to have the option to design for on street parking as part of the Master Plan and Subsequent Phases.

TR – 18 Joint use parking facilities are encouraged where peak parking lot use is different between adjoining users.

City interpretation and application to Developer: Developer is permitted, but not required, to provide joint use parking facilities.

TR – 19 Access between off street parking facilities without requiring street access to travel between lots is encouraged.

City application to Developer: Developer is permitted, but not required, to provide direct parking lot links. Developer is required to establish local streets for ingress and egress with parking areas for each building.

Access to Streets by Motorized Vehicles (p. 44)

TR – 22 Joint driveways accessing to two or more properties are encouraged.

City application to Developer: Developer is permitted, but not required, to provide driveways to two or more properties.

TR – 23 Minimize industrial truck traffic on residential areas, identify potential truck routes and identify streets to be posted for no through trucks through the master plan process.

City application to Developer: The City will allow Developer to identify truck routes as part of the Master Plan; and supports truck routes off of 172nd Avenue from 9th Street to 184th Avenue, and 1st Street to 184th Avenue. Today, most of Developer's truck deliveries use City-trucks; although other operations that may be located on the HP Property may require travel truck deliveries.

TR – 24 Within the Urban Neighborhood Center areas, alleys will provide automobile access for residential land uses. Dwelling units should front to all streets including arterial roadways to create an active, interesting, and welcoming environment for pedestrians.

City application to Developer: With no residential use planned at this time as part of the Project on the HP Property, the City concludes this policy is not applicable to this aspect of the Project.

Traffic Calming and Street Character (p. 45)

TR – 25 Street designs shall incorporate a full range of integrated urban traffic calming strategies to achieve safe, context sensitive roadways.

TR – 26 Street designs shall incorporate principles of context sensitive design to support active, attractive and healthy urban environments.

City application to Developer: These policies use mandatory language, but are conceptual in content. The City intends to apply these policies to require Developer to comply when practical and reasonable when considering traffic flow, safety, and design.

Transit Facilities (p. 45)

TR – 27 Vancouver Transportation Services, Vancouver Community Planning, CTRAN and property owners will continue to evaluate the need for a major transit hub to accommodate transit needs within Section 30 and evaluate potentials for transit systems such as bus rapid transit.

TR – 28 Master plans should include transit facilities (e.g. bus turnouts and shelters) where required by the City, and consistent with Section 30 roadway standard plans.

City application to Developer: The Developer is not required to locate a transit facility on land it owns. Developer is required to master plan to accommodate transit stops on or near arterial streets or local streets in its reasonable discretion and in coordination with public transportation providers.

General Utility (pp. 56 and 58)

PU – 1 Coordinated utility planning for the whole of Section 30 is essential to cost-efficient service provisions. Locate easements to consider future utilities' needs and be consistent with existing plans.

PU – 2 Include within sanitary sewer and water construction plans the design and construction of all facilities necessary for development of the site.

PU – 3 Coordinate pipe and pump station sizes to serve no less than the plan's land use build out assumptions.

PU – 4 Consider an efficient relationship between road and infrastructure line design and layout, and minimize utility line locations outside of existing or proposed rights-of-way.

PU – 5 Encourage and provide opportunities within rights-of-way for new energy systems piping or cabling needs.

PU – 6 Agreements between property owners that demonstrate how future public utilities will be extended beyond a proposed project are encouraged to be documented with the city.

City application to Developer: These policies are generally applicable to Developer subject to evaluation with Public Works. Further, during the master planning process the application of these policies will be considered in the context of planned uses, with reasonable growth for potentially higher density uses for those areas that remain unplanned. The City concludes fiber optic cables are part of “cabling needs” under PU-5, and Developer may install such cabling.

Sanitary Sewer (p. 58)

PU – 7 Provide a maximum of two public pump stations located at low points with gravity sewers extending outward to serve higher elevation areas. One main pump station is preferable.

PU – 8 Interim systems should not be allowed.

PU – 10 Design new sewer lines to allow for sequential development.

City application to Developer: Developer and the City understand that one sanitary sewer pump station will be required to serve the Project and the City requires that the sanitary sewer pump station be addressed in the Master Plan for the HP Property. The City may consider Developer's submission of an interim sanitary sewer service solution for Phase 1 to direct link to SE 1st Street/CTC because Phase 1 will not create intensive wastewater needs and the location of the sanitary sewer pump station cannot be determined until the location of 184th Avenue and 9th Street are designed for Subsequent Phases. Developer's Type II review of Phase 1 buildings will require evidence of the interim solution and agreement from the neighboring property owner to allow the direct link. Once the Area 2 Pump Station is constructed, likely near 9th Street, Developer's Phase 1 buildings will disconnect from the interim solution and pump to the new pump station, as specified in HP's Development Agreement and at Developer's sole cost and expense to disconnect from the interim solution.

PU – 9 Development with more intensive industrial wastewater needs shall be responsible for any needed additional improvements including pre-treatment and added or larger sewer mains, and an added or larger pump station with a longer force main to a "to be determined" discharge location.

City application to Developer: Developer represents that, at this time, it does not have industrial wastewater planned as part of Phase 1. The City shall review any proposed industrial wastewater improvements at the time of Master Plan review, or upon Developer's request for review pursuant to VMC 20.690.050(D) in effect on the date of HP's Development Agreement.

Water (p. 58)

PU – 11 Promote sustainability through water conservation and the use of water collection systems and existing wells.

City application to Developer: Developer is permitted, in its sole discretion, but not required, to reuse greywater, use existing wells for non-potable purposes (although no wells are located on the HP Property), rainwater collection, or install green roofs. Developer shall make commercially reasonable efforts to design its Project for sustainable water conservation, thereby achieving this aspirational goal of the Subarea Plan.

PU – 12 Design new internal water line systems to maximize system looping.

PU – 13 Design new internal water lines to allow for sequential development.

City application to Developer: Developer may not be required to use internal water line systems to maximize system looping for Phase 1 if there is no looping to maximize. However, Developer will be required to maximize system looping and design for sequential development as part of the Master Plan.

PU – 14 Coordinate new water lines with existing 12-inch water mains, connecting gaps in the existing system around the boundary of Section 30 where necessary for adequate service. Provide at a minimum 12 inch water mains on the perimeter of Section 30 and at least one 10-inch or larger water main in an east/west direction in the approximate center of the planning area.

City application to Developer: The City shall review Developer's proposed water mains for Phase 1 during the Type II review to determine that new water mains will be installed to meet the need for future expansion of the Project and development of Section 30. All other water main size choices and plans to connect gaps in the existing system around the boundary of Section 30 shall be designed to provide adequate service as part of the master plan process, through collaboration with adjacent landowners within Section 30.

Stormwater (p. 59)

PU – 16 Section 30 stormwater shall be managed within Section 30 plan area.

PU – 17 Require where physically feasible, low impact development stormwater management techniques including, but not limited to, decentralized infiltration facilities, compost filters within landscaped excavated basins, and various forms of vegetation.

PU – 18 When necessary based on physical feasibility, allow stormwater management techniques that combine low impact development and regional facilities.

PU – 19 Restrict individual development stormwater facility design in impacting other properties from surface and ground water runoff, particularly those at lower elevations.

PU – 20 Provide a geotechnical report prior to the design and construction of stormwater facilities including, general soil characterization, infiltration rates, and groundwater elevation.

PU – 21 Promote street right-of-way design to include sufficient width to accommodate stormwater facilities and/or integrated stormwater facilities with trails, shared paths, or greenways.

PU – 22 Provide appropriate stormwater methods that consider separately the industrial use portion and the non-industrial use portion of a site.

PU - 23 An integrated approach to greenway, trail and stormwater plans is encouraged to allow for intermittent flooding during major storm events.

PU – 24 Use of public open space for accommodating the 100-year storm event may be allowed.

City application to Developer: The City intends to apply these standards to Developer, to the extent Developer needs to connect to a public stormwater system, provided that

surface and subsurface natural rock infiltration partially occurs on private property within Section 30 to control water quality. Only after treatment and infiltration on private property shall stormwater feed into public right of way and public stormwater system areas owned and maintained by the City.

Private Streets

The Subarea Plan states that specific roadway alignments are not prescribed in the plan. In addition, chapter 20.690 VMC does not prohibit private streets. Further, the City has reviewed VMC 11.80.040(C)(1)(e) to conclude that the specific Section 30 Subarea Plan governs street design in Section 30 and that the Section 30 Subarea Plan and Design Guidelines do not prohibit private streets to serve the Project. In addition, the City determines that approval of private streets internal to the multi-building proposal in Phase 1 and Subsequent Phases will allow for the potential future dedication to a public street system should the master planning process result in a request from Developer to layout the streets in a public manner. Further VMC 11.080.040(C)(2) allows private streets in industrial developments. To the extent that VMC 11.080.050(B) is inconsistent with either VMC 11.080.040(C)(2), the Subarea Plan or Section 30 Design Guidelines, the City intends to resolve the inconsistency in favor of the specific allowance of private streets under VMC 11.080.040(C)(2) based on the reasons set forth here.

EXHIBIT 7



851 SW 6th AVENUE, SUITE 600
PORTLAND, OR 97204
P 503.228.5230 F 503.273.8169

September 5, 2019

Project #: 23182

Matt Oyen
PacTrust
15350 SW Sequoia Parkway, Suite 300
Portland, OR 97224

RE: Section 30 Property Due-Diligence

Dear Matt,

Per your request, below is an updated summary of transportation considerations to help inform your due-diligence assessment.

TRIP GENERATION ESTIMATE

Per the *Trip Generation Manual, 10th Edition*¹ development of 700,000 square feet of office space is estimated to generate:

- 5,565 Daily Trips (assuming Corporate Headquarters trip rate or 7,006 Daily Trips using the General Office trip rate)
- 684 weekday AM peak hour trips (588 in, 96 out)
- 723 weekday PM peak hour trips (116 in, 607 out)

TRAFFIC IMPACT FEE ESTIMATE (TIF)

- The development site is located in the Cascade TIF District (\$223 fee/daily trip currently)
- Current TIF estimate based on 700,000 square feet of Corporate Headquarters is \$1,054,846 (by comparison, the general office rate is estimated at \$1,327,987). The final TIF amount is subject to determination by the City at the time of building permit issuance (current rates may increase).

¹ The City of Vancouver adopted use of the *Trip Generation Manual, 10th Edition* for trip estimation in 2019. Weekday AM and PM peak hour trip data for the Corporate Headquarters use cited in the *Trip Generation Manual, 10th Edition* is limited to one study and is therefore not applicable and General Office was assumed. The peak hour trip rate for General Office in the 10th Edition is less than the Corporate Headquarters trip rate in the 9th Edition. Daily trip rates for Corporate Headquarters cited in the *Trip Generation Manual, 10th Edition* are based on 8 studies and appear reasonable for use in estimating daily trips.

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- The development site also subject to Mill Plain Boulevard TIF Overlay, estimated at \$47,302 based on 700,000 square feet of Corporate Office Headquarters (by comparison, the General Office rate is estimated at \$59,551). The Overlay fee is also subject to final determination by the City at the time of building permit issuance.

VESTED TRIPS

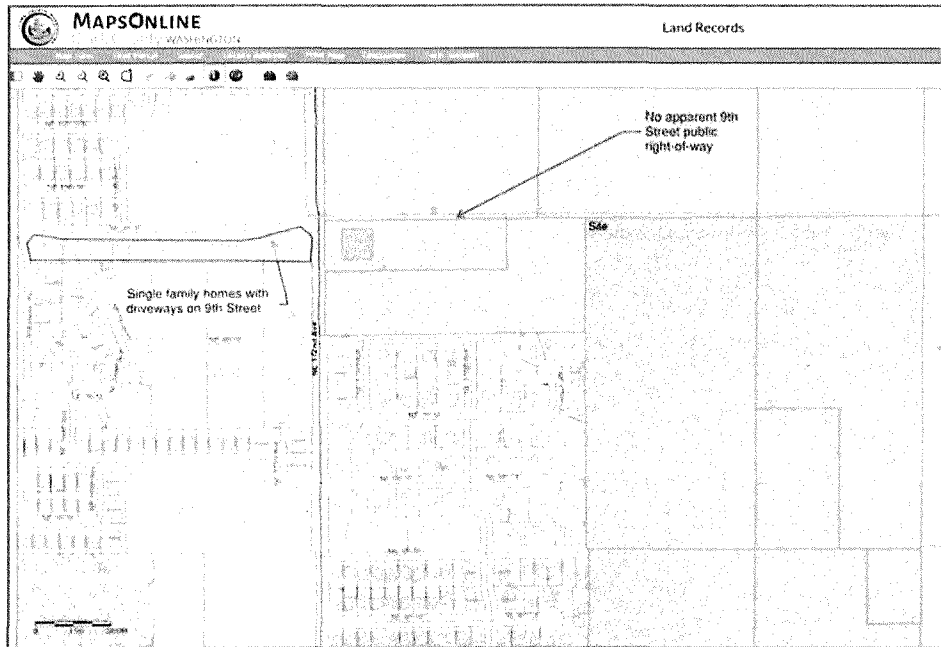
The former mining sites associated with some of the potential redevelopment area should have trip vesting for TIF purposes as well as concurrency review. Some studies of historic traffic volumes may be available from the respective property owners.

TRANSPORTATION NEEDS

The following infrastructure needs and considerations were identified based on review of studies in the area as well as dialogue with City of Vancouver staff. A formal traffic impact study and concurrency review will be required to obtain site development approvals and will provide a more detailed assessment.

- We assume SE 1st Street will be completed between SE 162nd Avenue and SE 192nd Avenue and that SE 184th Avenue will serve the site, linking the site to SE 1st Street at a new roundabout.
- The site could potentially benefit from a connection to SE 9th Street to the north (and half-street frontage improvements presumably would be required)
 - NE 9th Street is planned as a new three-lane urban collector (one lane in each direction plus center left-turn lane) and is a circulation route in the Section 30 Sub Area Plan concept.
 - NE 9th Street construction is an unfunded project in the 2019-2024 Transportation Improvement Program (TIP).
 - It appears there may not currently be a public right-of-way available linking the proposed development site with NE 172nd Avenue along the planned NE 9th Street corridor (see Exhibit 1 below).

Exhibit 1. 9th Street Connectivity Considerations



- As shown in Exhibit 1, the SE 9th Street corridor between SE 172nd Avenue and SE 167th Avenue serves single family homes with direct driveway access (some of which are highlighted above). Potential cut through traffic considerations will likely be an issue for local residents along the roadway.
- Connecting SE 9th Street to the site would likely trigger the need for improvements at:
 - SE 9th Street/SE 172nd Avenue (currently stop-controlled)
 - Potential need for north/south left-turn lanes (appears to require widening north intersection approach to the east)
 - Potential need for separate east-west left-turn lanes
 - Potential need for future roundabout or traffic signal
 - SE 9th Street/SE 162nd Avenue (currently stop-controlled)
 - Potential need to restrict westbound left-turn movement or signalize the intersection
- An alternative site-access option that could be considered (subject to right-of-way availability) would be to construct a new north approach to the existing SE 177th Avenue/SE 1st Street intersection. We anticipate the north approach would have a three-lane section

(one through lane in each direction plus a left-turn lane). This intersection is expected to be signalized in the future.

NEXT STEPS

The information above will be further assessed in the future as part of a formal traffic impact study. Most of the projects above, if required, could be made TIF creditable.

Please let me know if you would like to discuss or if you have questions.

Sincerely,
KITTELSON & ASSOCIATES, INC.



Chris Brehmer, PE
Senior Principal Engineer

EXHIBIT 8

CORE PUBLIC IMPROVEMENTS CERTIFICATION

Certification time period from _____, __, 20__ to _____, __, 20__

Developer submits and certifies that it has met or exceeded the applicable thresholds as set forth in the agreement and as indicated herein: Cost to construct Core Public Improvements during the time period listed above: \$ _____

Attached hereto, Developer has furnished a list of the costs to construct the Core Public Improvements, similar in form to the following example:

Vendor	PO Number	Invoice Number	Invoice Date	Scope of Work	Check Number	Date Paid	\$ Amount
EXAMPLE XYZ Co.	1234000	1111111	1.1.2021	Grading	1234	2.1.2021	\$23,685,509.41

DEVELOPER

By: _____ Date: _____

Printed Name & Title: _____

STATE OF WASHINGTON)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ of HP INC. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal on _____, 20__.

Notary Public for Washington

EXHIBIT 9

DESCRIPTION OF DEVELOPER'S ABILITY TO MEET INFRASTRUCTURE REQUIREMENTS FOR THE PHASE 1 PROPERTY

As set forth in the Recitals of the HP Development Agreement, the Subarea Plan was adopted more than 15 years ago when the City anticipated development to occur on a parcel-by-parcel basis instead of a coordinated effort led by Developer's catalyzing Project, involving a significant portion of Section 30's privately owned land. The Subarea Plan anticipates some flexibility in its application and is referred to as a framework that envisioned joint effort for development between the City and property owners and between the Developer and its neighbors. Developer, through this Development Agreement signifies its willingness to join this endeavor to turn the framework into a reality and transform Section 30 into the neighborhood envisioned in the plan. Given this context, the City considers the Developer's proposal as an unique catalyst that deserves the City's attention and direction in advance of land use application review for Phase 1 and master planning for Subsequent Phases to allow achievement of the vision set forth in the Subarea Plan. To the extent that it is determined that code amendments are required to support the below application of the code, the City agrees to pursue such amendments; however, the City shall not be obligated to approve any such code amendment.

Capitalized terms have the same meaning as set forth in the HP Development Agreement unless otherwise specified in this exhibit.

The HP Property is zoned ECX and anticipates reclamation activity for existing mining operations approved by the Washington State Department of Natural Resources and development consistent with this zoning, including office, research and development, industrial services, manufacturing and production, light industrial uses, as well as the potential for occupant-supported small scale retail, restaurant, accessory uses, and related parking and associated onsite improvements. Phase 1 will be constructed on the southeastern corner of the Developer's Property as shown on Exhibit 3 of the HP Development Agreement – that portion of the HP Property in closest proximity to SE 1st Street, allowing for a continuation of commercial development and use of existing infrastructure. Therefore, the contemplated development is consistent with existing and surrounding land use.

The HP Property is currently a quarry with variable elevations ranging from 215 to 245 feet. Surrounding elevations include the English Family Vineyard property to the west at an elevation of 288 feet, the CTC Section 30, LLC property to the east at an elevation of 284 feet, and property to the north ranging from 225 to 235 feet.

Developer intends to develop the site to prepare for finished grades between 2 and 4% across the Phase 1 Property. Developer intends to fill the southern most portion of the Phase 1 Property to an approximate elevation of 246 feet, and other portions to an approximate elevation of 257 feet. Slopes to the west are intended to be less than 10% grade.

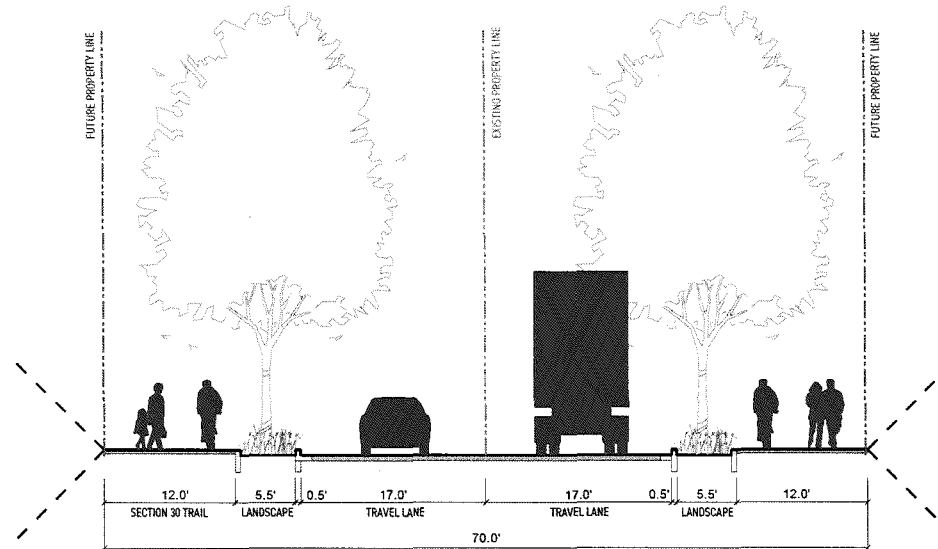
In addition, extension of SE 184th Avenue across SE 1st Street will occur during Phase 1 to provide transportation access to the HP Property. The extension will be approximately 1,000 linear feet and HP will construct this stub road as a Core Public Improvement. The extension will be built at an elevation to service the CTC Section 30, LLC property to the east of the HP Property. The Parties agree that extending SE 184th Avenue approximately 1000 feet north to serve the Phase 1 Property should be coordinated with construction scheduled to occur to improve SE 1st Street.

As Phase 1 is developed, a short-term sewer system is contemplated to allow Developer to connect to lift or pump stations outside of Section 30. The City has verified and will analyze at land use review the proposed design of the short-term sewer infrastructure. Notwithstanding the short-term solution, Developer shall install appropriate sewer infrastructure to allow transition to a permanent solution once the location of the Area 2 Pump Station is determined in the master planning process and installed as part of the extension of SE 184th Avenue to connect to SE 9th Street, consistent with the terms of the HP Development Agreement.

A public recreational trail is conceptually located on or near the HP Property in the Subarea Plan. Section 8 of the HP Development Agreement addresses this public recreational trail.

EXHIBIT 10

OPTION WITH 17' TRAVEL LANE



OPTION WITH CENTER TURN LANE

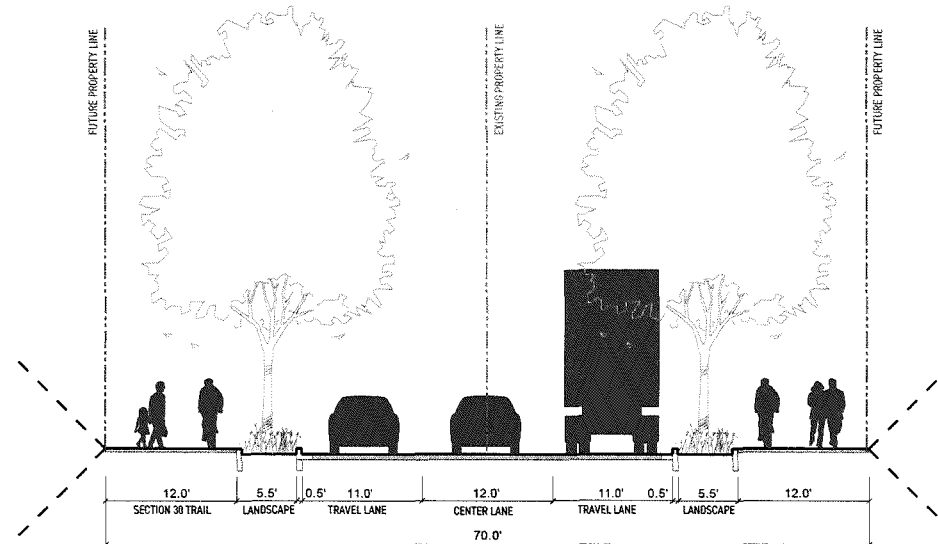


Exhibit 10
Page 1 of 1

PROPOSED 184TH ROADWAY SECTION

OCTOBER 31, 2019

ZGF

ANNUAL CERTIFICATION

HP EAST Master Plan

Appendix D - Transportation Analysis

APPENDIX D - TRANSPORTATION ANALYSIS



851 SW 6th AVENUE, SUITE 600
PORTLAND, OR 97204
P 503.228.5230 F 503.273.8169

September 5, 2019

Project #: 23182

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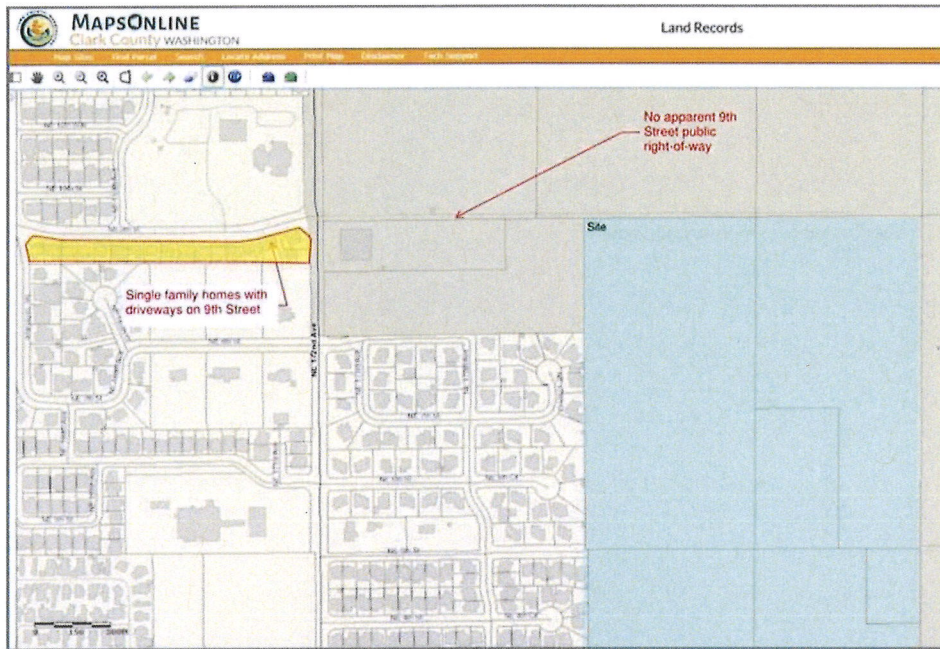
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Please let me know if you would like to discuss or if you have questions.

Sincerely,
KITTELSON & ASSOCIATES, INC.



Chris Brehmer, PE
Senior Principal Engineer

Person, Mark

From: Phillip Alexander <ltpaalexander@gmail.com>
Sent: Sunday, November 3, 2024 1:03 PM
To: Person, Mark
Cc: Anna Krecic
Subject: East Master Plan SEPA Determination of Nonsignificance

Follow Up Flag: Follow up
Flag Status: Completed

You don't often get email from ltpaalexander@gmail.com. [Learn why this is important](#)

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

PRJ-169273 / LUP-84555

Please add me to the list for a notice of the public hearing.

Is there a set of Architectural and Mechanical plans of the project available for the public to review?

I disagree with the city's assumption that this project will not create a significant environmental impact without going through a proper environmental study.

This project includes research and manufacturing activities immediately adjacent to and upwind of a residential neighborhood. This neighborhood sits on the edge of the English pit, effectively at the same elevation as any exhaust system serving these research and manufacturing activities.

This neighborhood already regularly smells of the petrochemical exhaust from the concrete plant adjacent to the HP site. An environmental study would help determine if a high plume exhaust fan would be appropriate to protect this neighborhood from the chemical byproducts produced by research and manufacturing activities.

Thank you,
Phil Alexander
529 NE 172nd Ave



Jennifer M. Bragar

Attorney

Admitted in Oregon, Washington,
and California

jbragar@tomasilegal.com

121 SW Morrison Street, Suite 1850
Portland, Oregon 97204

Tel 503-894-9900

Fax 971-544-7236

www.tomasilegal.com

November 22, 2024

BY EMAIL

Mark Person

City of Vancouver

415 West 6th Street

Vancouver, WA 98660

RE: HP Inc. – HP East Master Plan, City File No. PRJ-169273/LUP-84555
Applicant's Response to Public Comment

Dear Mr. Person,

This office represents HP Inc. (the "Applicant" or "HP") in the review of HP Inc. – HP East Master Plan application for a portion of HP's property located at 18208 SE 1st Street, Vancouver, City File No. PRJ-169273/LUP-84555 (the "application"). This letter responds to public comments received by the City during the noticed public comment period, in accordance with the City of Vancouver's ("City") notice of application and optional SEPA Determination of Nonsignificance mailed and published October 25, 2024. The City is well-within the bounds of SEPA to issue a Determination of Nonsignificance ("DNS") as consistent with the City's Section 30 Urban Employment Center Plan ("Subarea Plan"), Section 30 Urban Employment Center Design Guidelines ("Design Guidelines"), and the applicable approval standards under the Vancouver Municipal Code ("Code" or "VMC").

One public comment requested the City require preparation of an environmental impact statement under SEPA based on concerns about pollution that may result from research and manufacturing activities from eventual development of the property. The comment requests a full environmental study to determine if a high plume exhaust fan would protect the adjacent residential neighborhood from chemical byproducts from research and manufacturing activities. However, since none of the particular uses or building locations are being determined in the HP East Master Plan, it would be premature to analyze whether the specific uses or building locations would represent a significant environmental impact. A later site plan approval review process will require SEPA review and is the appropriate time to consider the type of specific impacts raised in the comment letter. As discussed in detail below, an environmental impact statement is not required under SEPA at this time, and a DNS is the appropriate determination.

///

- I. A DNS is appropriate at this time because the HP East Master Plan defers the decision and authorization of the final location of buildings and uses in those buildings to a later site plan review.

The HP East Master Plan proposes review of a master planned development at the site pursuant to the Section 30 Subarea Plan and VMC 20.690. The components of the development that may impact potential air impacts have not been designated in the HP East Master Plan. As appropriate in this context under SEPA, HP's SEPA Environmental Checklist (the "SEPA Checklist") has been prepared to assess all impacts that can reasonably be foreseen at this time.

The HP East Master Plan is a procedural step required pursuant to the Section 30 Subarea Plan before HP submits specific site plans for ultimate development of the property. Allowing for further SEPA review at the time of development is a sanctioned approach. *Spokane County v. East Washington Growth Management Hearings Board*, 176 Wn.App. 555, 579, 309 P.3d 673 (2013).

The HP East Master Plan includes a full site utilization plan that provides an "overall impression of proposed development" but, at this time, does not determine the specific building and use mix that may occur on the property. VMC 20.690.060 and HP East Master Plan at pp. 70-72. The Master Plan will be built out in phases, for which HP will determine the building and use mix based on market conditions, internal employee demand, and other factors at the time of individual site plan applications. *Id.*

The SEPA Checklist incorporates this future site plan review process and explains that the analysis of these potential air impacts referenced by the public comment will necessarily occur when the uses have been determined,

"Plans for buildings and their uses have not been finalized and future emissions information is not currently available. As building use plans are finalized revisions will be made to a SEPA Checklist if it is determined that the project will include any additional sources of air emissions." SEPA Checklist, p. 7.

These use decisions will come later as part of a subsequent site plan review that will implement the high level master plan, and it is consistent with the SEPA process to perform additional environmental review based on those impacts at that time of site plan application. *Spokane County*, 176 Wn. App. at 579.

The City's approval of the HP East Master Plan does not authorize or commit HP to any specific development scheme that would be the basis for assuming particular air quality impacts. *Id.* Thus, an environmental impact statement as to the potential impacts identified by the public comment would have no factual basis and will be addressed at site plan review.

///

TOMASI BRAGAR DUBAY

November 22, 2024

Page 3

CONCLUSION

For all the foregoing reasons, the additional information provided herein, and the application materials previously submitted, the application meets the approval standards, including the City's exercise of the Optional SEPA DNS review process. HP requests approval of the HP East Master Plan and the DNS. Thank you for your attention to this submittal.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jennifer Bragar", with a stylized, cursive script.

Jennifer Bragar

cc: (all by email)
Cary Driskell
Jonathan Young
Soo Anderson
client

HP EAST Master Plan

Appendix B - Development Agreement

5684394 AGR

Total Pages: 53 Rec Fee: \$155.50

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TOMASI SALYER MARTIN

SIMPLIFILE LC E-RECORDING

AFTER RECORDING RETURN TO:

Jennifer Bragar

Tomas Salyer Martin

121 SW Morrison Street, Suite 1850

Portland, OR 97204

DOCUMENT TITLE: Development Agreement

GRANTOR: HP Inc., a Delaware corporation

GRANTEE: City of Vancouver, a Washington municipal corporation

ABBREV. LEGAL DESCRIPTION: #26 SEC 30 T2NR3EWM 20A; #11 SEC 30 T2N R3EWM 32.88A; #17 & #23 SEC 30 T2N R3EWM 8.50A; #64 SEC 30 T2N R3EWM 1.50A; #27 SEC 30 T2N R3EWM 10A; #13 SEC 30 T2N R3EWM 20A; #57 SEC 30 T2N R3EWM 4.40A; #56 SEC 30 T2N R3EWM 15.60A; #55, #58 SEC 30 T2N R3EWM 10A

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBERS:

176386-000	176424-000	176417-000	
176374-000	176387-000	176416-000	
176380-000	176376-000	176418-000	

**DEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF VANCOUVER AND HP INC. RELATING TO THE
DEVELOPMENT COMMONLY KNOWN AS PROJECT GREENFIELD**

This DEVELOPMENT AGREEMENT ("Agreement") is entered into this 16th day of December, 2019, by and between the City of Vancouver ("City") a municipal corporation under the laws of the State of Washington and HP Inc., a Delaware corporation ("Developer" or "HP") (collectively the "Parties"), pursuant to RCW 36.70B.170-.210 and chapter 20.250 of the Vancouver Municipal Code ("VMC").

RECITALS

WHEREAS, the City is a first-class city incorporated under the laws of the State of Washington and has the authority to enact laws and enter into agreements to promote the health, safety and welfare of its citizens including the authority to regulate land use and development of property;

WHEREAS, HP is a Delaware corporation that has had a presence in the City for 38 years, and contributes and will continue to contribute to the greater Vancouver community;

WHEREAS, HP embraces the opportunity and responsibility to positively impact the communities where its employees live, work, and do business. Community service is a value so deeply ingrained at HP that employees are offered paid volunteer hours and are encouraged to apply for the Time-off Community Support Grant, which sponsors employees to volunteer full-time for a week. In addition to time, HP offers donation matching for employees, grants for non-profit organizations, and sponsorships in their communities. In Vancouver alone, an average of 1,500 volunteer hours per year are completed within the local community through HP's Community Outreach team in support of a range of nonprofits including, but not limited to, Oregon and Clark County Food Bank, Columbia Springs, Humane Society of Southwest Washington, Fort Vancouver Regional Library, Avamere and Kamlu Resort, Vancouver Watershed Alliance, Firstenburg, Lifeline Connections, Washington Trails Association, Evergreen Habitat for Humanity, Sharehouse, Camp Hope, and Global Watershed Shoreline;

WHEREAS, HP's local Site Council funds approximately Twenty Thousand Dollars (\$20,000.00) annually for HP's Community Outreach team to organize and complete these projects, along with sponsorships and donations. Each fall, HP Vancouver employees vote for local 501(c)3 organizations to receive the HP Imagine Grant, supporting programs that align with the Foundation's mission by focusing on education and technology related learning experiences for underrepresented and/or underserved communities. In 2019, three local charities were each awarded Nine Thousand Dollars (\$9,000.00) through this grant. In addition, HP provides holiday giving trees, and is a PRIDE Rainbow;

WHEREAS, HP mentors and trains the next generation of innovators through its annual intern program; HP LIFE program, a learning initiative for entrepreneurs; WSU Vancouver Capstone project; iUrbanTeenPitch project; Camas Girls in STEM; and other programs;

WHEREAS, Developer's community involvement and commitment will continue well into the future as a result of this Agreement;

WHEREAS, Developer has a purchase and sale agreement for real property consisting of approximately 68 acres located within property commonly referred to as Section 30 in the City of Vancouver which property is described with particularity in Exhibit 1 ("Property");

WHEREAS, the Developer has an option to purchase real property consisting of approximately 30 acres located within property commonly referred to as Section 30 in the City of Vancouver which property is described with particularity in Exhibit 2 ("Additional Property");

WHEREAS, the Property and Additional Property is collectively referred to as "HP Property."

WHEREAS, the Developer intends to conduct reclamation activity for existing mining operations approved by the Washington State Department of Natural Resources and develop the HP Property to accommodate a national, multi-building development of up to 1,500,000 gross square feet of building space, with office, research and development, industrial services, manufacturing and production, light industrial uses, as well as the potential for occupant-supported small scale retail, restaurant, accessory uses, and related parking and associated onsite improvements across the HP Property (the "Project");

WHEREAS, buildout of the Project is expected to occur in multiple phases over the next fifteen years;

WHEREAS, Phase 1 of the Project will involve development of one or more structures that will together comprise up to 330,000 gross square feet of office, research and development, and light industrial uses, as well as the potential for occupant-supported small scale retail, restaurant, accessory space, and related parking and associated onsite improvements ("Phase 1");

WHEREAS, Developer may purchase additional property in the future within Section 30 and the Developer anticipates, with the City's consent, annexing such additional property into this Agreement ("Annexed Property");

WHEREAS, Section 30 consists of approximately 553 acres of land historically and primarily used for aggregate extraction and processing, where 140 acres of Section 30 property is publicly-owned property held by Clark County, City of Vancouver, and the Bonneville Power Association;

WHEREAS, in 2009 the City adopted the Section 30 Urban Employment Center plan (the “Subarea Plan”) that establishes planning goals and policies for timely and predictable redevelopment of Section 30 following cessation of aggregate activities;

WHEREAS, the Developer’s Project is the first project to implement the Section 30 Subarea Plan and requires a significant public and private investment to fund common infrastructure including, but not limited to, streets, sidewalks, power, gas, communications, stormwater, and water and sewer utilities that will benefit the Project, future development in Section 30, and the general public by fulfilling the goals of the Subarea Plan;

WHEREAS, the Subarea Plan anticipated that development would occur parcel by parcel, as compared to Developer’s catalyzing Project of up to 98 acres;

WHEREAS, the City has determined that this Agreement will facilitate orderly buildout of the planned improvements, will further promote growth management and planning objectives of the City for Section 30, and will improve the economic vitality of the City;

WHEREAS, the City has determined that flexibility is found within the Subarea Plan policies, Section 30 Design Guidelines, and implementing code under chapter 20.690 Vancouver VMC to enable this unique Project to successfully and efficiently master plan for development to occur, and that this flexibility provides the City the opportunity to consider the flexible application of such policies, guidelines, and standards during the land use review process for the Project consistent with this Agreement;

WHEREAS, the Parties intend that they shall take further actions and execute further documents necessary or appropriate to implement the intent of this Agreement;

WHEREAS, the Washington State Legislature enacted RCW 36.70B.170-.210 to strengthen the land use planning process and reduce the costs of development by authorizing the City to enter into a private agreement with a landowner regarding the development of its real property located within the City’s jurisdiction; and

WHEREAS, pursuant to RCW 36.70B.200 and VMC 20.250.050, this Agreement was subject to public notice on or about December 9, 2019, a City Council workshop was held on December 9, 2019, and a hearing was held before the City of Vancouver Council on December 16, 2019. The City authorized execution of this Agreement by Resolution No. M-4054 adopted on December 16, 2019.

NOW THEREFORE, in consideration of the promises, covenants, and provisions set forth in this Agreement, the receipt and adequacy of which consideration is acknowledged, the Parties agree as follows:

///

AGREEMENT

Section 1. Incorporation of Recitals and Exhibits

The recitals set forth above and the exhibits attached hereto are by this reference incorporated into the Agreement as though set out in full.

Section 2. Purpose

The purpose of this Development Agreement is to:

- (a) Provide for the mix of uses allowed by this document for development of the Project;
- (b) Provide a process to review Phase 1 and Developer's Master Plan for Subsequent Phases;
- (c) Provide the building permit review fees to apply to the Project;
- (d) Provide a framework for how business license surcharge fees will apply to the Project;
- (e) Reserve transportation capacity for HP's future development of the Project governed by this Development Agreement;
- (f) Provide for the availability and use of transportation impact fee reductions for Developer's future development of the Property governed by this Agreement;
- (g) Provide a process for Developer to reserve sanitary sewer and associated infrastructure capacity for the Project;
- (h) Reserve Developer's right to connect to any Section 30 public stormwater system for the Project subject to Section 4(d)(iii) below; and
- (i) Vest the Project to Development Standards as provided in Section 10 below to the HP Property, and any later Annexed Property that is added to this Agreement.

Section 3. Effective Date and Term

(a) Effective Date

The effective date shall be the date of the adoption of a resolution by the City of Vancouver Council approving this Agreement.

(b) Term

The term of this agreement shall be fifteen (15) years from the effective date. Developer shall have one (1) five (5) year option to extend this Agreement, subject to approval by the City

in its sole discretion through a Type I review process. Subsequent extension requests may be approved by the City as an amendment to this Agreement.

(c) Modification

This Agreement may be modified, extended or terminated only upon the written agreement of Developer and the City.

Section 4. Proposed Development

(a) Maximum Allowable Development and Uses

The HP Property is zoned Employment Center Mixed Use (ECX). The ECX zoning code in effect as of the date of this Agreement, and the current chapter 20.690 VMC allow the Project. This Agreement governs development of the Project on the HP Property and timing of such development shall be based on need and market conditions determined in Developer's sole discretion. Any proposal to develop the HP Property that is not consistent with the Project, including development of more than a cumulative total of 1,500,000 gross square feet of building space, shall be subject to then-applicable provisions of the VMC. The HP Property shall not be developed with any of the following uses:

Group Living
Community Recreation
Park & Ride Facilities: Structure
Vehicle Fuel Sales
Rail Lines/Utility Corridors
Uses listed under RCW 36.70B.170(3)(e)

(b) Phases

i. Phase 1

Phase 1 shall occur on the southeastern portion of the Property in the general area depicted on Exhibit 3 ("Phase 1 Property").

ii. Subsequent Phases

The remaining allowable development may be spread out over one or more phases across the HP Property depicted on Exhibit 3 ("Subsequent Phases").

(c) Annexed Property

The terms of this Agreement shall apply to Annexed Property, if the Agreement is amended to add such Annexed Property during the term of this Agreement in the City's sole and absolute discretion. Any Annexed Property shall be incorporated into the definition of HP Property.

(d) Standards

Pursuant to RCW 36.70B.170(3), the Parties identify the following non-exclusive list of standards applicable to the Project on the HP Property (collectively “Development Standards”).

i. Permitted Uses, Zoning, and Standards

The permitted land uses and development regulations for development, and other standards applied to the Project on the HP Property include those in chapters 20.440 (Industrial Districts), 20.690 (Section 30 Employment Center Plan District), 20.925 (Landscaping), 20.960 (Signage), and 20.945 (Parking and Loading) VMC in effect on the date of the adoption of this Agreement. The City has considered the applicability of these standards to the Project on the HP Property, as set forth in Exhibit 4, and will apply the standards consistent with Exhibit 4 to the Project.

ii. Planning Goals and Objectives

The planning goals adopted by the City in the Subarea Plan shall be the policy guidance and the foundation for all future development of the Project on HP Property. The City has considered the conceptual Project layout, inclusive of building shape and massing, and road alignments in Exhibit 5. Based on this conceptual visualization of the Project, the City has analyzed the Subarea Plan to determine the applicability of the plan policies to the Project on HP Property, as set forth in Exhibit 6, and will apply the policies consistent with Exhibit 6 for Phase 1 and the Master Plan to Developer’s Project as long as they do not materially deviate from the conceptual layout in Exhibit 5.

iii. Surface and Groundwater

All future development of the Project on HP Property shall be subject to the City of Vancouver Stormwater Management standards, chapter 14.25 VMC. The Parties agree that the expectation for the development of HP Property and subsequent development across Section 30 shall require each property owner to manage stormwater quality on its own property prior to releasing stormwater to a public stormwater collection facility. The City acknowledges that native gravels provide the best stormwater infiltration, and that as a result of the mined condition few areas within Section 30 retain native gravel. The City will prioritize retention of areas with native gravel for stormwater infiltration for all development in Section 30, especially within areas near the Subarea Plan’s conceptual location for 9th Street. The City may establish a local improvement district or similar mechanism to finance a Section 30 public stormwater facility. In the event the City constructs a public stormwater facility or accepts the dedication of a public stormwater facility, the City shall allow the Developer to connect to the system subject to satisfaction of all applicable code provisions and payment of any connection fee or charges, including, but not limited to, local improvement district fees.

iv. Water Service

Water service for the Project shall be designed and constructed in accordance with the City of Vancouver Water Design and Construction Requirements. Water service shall be

provided by the City. The Developer shall provide potable water infrastructure on HP Property to serve the Project at its cost, and the costs of provision of public infrastructure are governed by Sections 4(e) and 7 of this Agreement.

v. Sewer Service

Sanitary sewer service for the Project shall be designed and constructed in accordance with the City of Vancouver General Requirements and Details for the Design and Construction of Public Sanitary Sewers. Sewer service shall be provided by the City. The Developer shall provide sanitary sewer infrastructure on the HP Property to service the Project at its cost, and other provision of public infrastructure is governed by Section 8 of this Agreement. The Subarea Plan anticipates that a sanitary sewer pump station and associated infrastructure will be installed to serve Area 2 of Section 30, where the HP Property is located and Developer shall construct the sanitary sewer pump station ("Area 2 Pump Station"), pursuant to Section 8(c) of this Agreement. By this Agreement Developer reserves 143,000 gallons per day of capacity in the Area 2 Pump Station and associated public infrastructure, equal to the anticipated sanitary sewer demand for the 1,500,000 gross square feet of development associated with the Project; provided, however, that the reserved capacity shall not be available unless (i) the Area 2 Pump Station is constructed; (ii) Developer provides the City with a minimum twenty-four (24) months advance written notice of its need to utilize the capacity, which shall be accomplished by Developer's request for a pre-planning meeting for the master planning process for the Project; and (iii) Developer has paid all applicable fees and charges required by the City to use the reserved capacity that Developer shall pay in proportionate share as the Subsequent Phases are developed and sewer capacity is used by the Project.

vi. Road Standards

Roads and rights of way for the Project shall be designed and constructed in accordance with chapter 20.690 VMC, the Subarea Plan and Section 30 Design Guidelines, and consistent with Exhibits 4 and 6, and Section 8(b) of this Agreement.

vii. Other Development Standards

Development of the Project shall comply with all other applicable Development Standards including, but not limited to, chapters 11.70 (Transportation Concurrency), 14.08 (Connections to Public Sewers), 20.770 (Tree, Vegetation, and Soil Conservation), 20.909 (Escrow and Assurances), 20.910 (Exceptions and Interpretations), 20.912 (Fences and Walls), 20.915 (Impact Fees), 20.935 (Off-Site Impacts), 20.970 Solid Waste Disposal and Recycling), and 20.985 (Visual Clearance) VMC, in effect on the date of the adoption of this Agreement.

(e) Infrastructure Financing Tools

Developer may apply for use of chapter 11.10 VMC (Local Finance Tools), VMC 14.04.235, and VMC 14.04.285 effective on the date of Developer's application for development to obtain reimbursement for certain expenditures that qualify under these provisions.

(f) Other Property Development Agreements

A portion of the Phase 1 Property is subject to the following development agreement:

English Development Agreement, Recorded Document No. 4413045

The Additional Property is subject to the following development agreement:

Pacific Rock Development Agreement, Recorded Document No. 4096886, as modified and restated in Recorded Document No. 4443223

A portion of the Additional Property is subject to the following development agreement:

Glacier NW Development Agreement, Recorded Document No. 3925154

The HP Property is subject to the following development agreement:

One Pacific Corporation Development Agreement ("One Pacific Agreement"), Recorded Document No. 3925154

(collectively "Pre-Existing Development Agreements"). The Pre-Existing Development Agreements shall remain in full force and effect unless and until land use applications for the Project are submitted and approved, with the exception of the One Pacific Agreement that shall remain in full force and effect. Upon issuance of a permit to Developer for the Project, this Agreement shall supersede and replace the Pre-Existing Development Agreements applicable to the portion of the HP Property covered by such Project permit; provided, however, that the One Pacific Agreement shall remain in full force and effect until the City receives the full balance owing under the Westridge SDC in place at the time of this Agreement (which as of November 1, 2019 had a balance owing of \$693,200.81 to the City) by Developer or other responsible parties.

(g) Reservation of Transportation Capacity

In anticipation of Developer's Project, a traffic study, attached as Exhibit 7, was completed for Developer to determine the average daily trips, and p.m. peak hour trips generated by HP's Project of up to 700,000 gross square feet of development consistent with land use designation 714 in the International Traffic Engineer ("ITE") *Trip Generation Manual*, 10th Edition (2019). Developer submitted this traffic study to the City in association with this Agreement. The traffic study estimated that future development as contemplated herein will create 723 p.m. peak hour trips. For the purpose of vesting trips under this Agreement, 723 p.m. peak hour trips will be used as the vested amount of p.m. peak hour trips during the period of this Agreement and any extensions.

The City hereby reserves for Developer for use throughout the Project of up to 700,000 gross square feet of buildings occupied by uses consistent with land use designation 714 in the

ITE *Trip Generation Manual*, 10th Edition (2019) for the term of this Agreement, the following transportation capacity consistent with the number of trips calculated in the traffic study for purposes of transportation concurrency, chapter 11.70 VMC: 5,565 daily trips. The City shall make complete transportation concurrency findings related to the Project at the time of development review for individual buildings, phases, and Master Plan approvals up to 700,000 gross square feet of buildings.

Any development exceeding 700,000 gross square feet of buildings on the HP Property, or not consistent with land use designation 714 in the ITE *Trip Generation Manual*, 10th Edition (2019) will not be governed by this traffic report, will require an updated traffic report, and a new concurrency determination.

In the event that the City of Vancouver proposes an alternative traffic capacity vesting mechanism acceptable to both Parties, the Parties may mutually agree to modify certain provisions of this Section 4(g).

Section 5. Reserved Capacities

Section 4 of this Agreement reserves capacity for sanitary sewer, and vehicular trips (collectively "Reserved Capacities"). As contemplated under Section 12 of this Agreement, Developer may come into ownership of the full 98 acres, or some portion, thereof. In the event that Developer does not purchase all of the HP Property, the reserved capacities shall be reserved only for land owned by Developer and covered by this Agreement. For purposes of this section, the definition of "owned by Developer" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise, and the terms "controlling" and "controlled" have the meanings correlative to the foregoing. As used herein, "Affiliate" shall mean any person or entity that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with Developer. For purposes of this Section 5, owned by Developer shall include (i) any transfer to a subsidiary, Affiliate of Developer, parent company, any company that owns 50% or more of the voting stock of Developer, (ii) any collateral security transfers in connection with any debt or equity financing or transfers pursuant to a foreclosure or a deed in lieu thereof; (iii) transfers to any Affiliate of Developer; (iv) transfers in connection with a sale of all or substantially all of Developer's assets or its stock; (v) transfers in connection with a lease back of the HP Property or all improvements thereon by Developer; (vi) the sale or transfer of shares of Developer, including, without limitation, transfers of shares that would change Developer from a publicly traded company to a privately held one; (vii) transfer made in connection with a portfolio sale of two (2) or more buildings; or (viii) transfers to any "spin off" from, or business unit of Developer. The transfers described in (i) through (viii) are herein together called "Permitted Transfers". Permitted Transfers will carry forward any Reserved Capacities in this Agreement. Any other transfer of HP Property, except a Permitted Transfer, will not be entitled to a transfer of any Reserved Capacities. Developer shall have sole discretion to distribute Reserved Capacities across HP Property and any Annexed Property that may be added to this Agreement in the future.

Section 6. Traffic Impact Fees

(a) Project Designation for Calculating Traffic Impact Fees ("TIF")

TIF for the Project shall be assessed using land use code designation 714 in the *ITE Trip Generation Manual, 10th Edition* (2019); provided, however, that any development of the HP Property that does not meet the intent of ITE land use code designation 714 shall be assessed TIF based on the appropriate ITE designation as determined by the City in its sole discretion.

(b) TIF Business Development Incentive

The City Council will hold a public hearing to (1) extend the Business Development TIF Incentive in chapter 20.915 VMC; and (2) consider an amendment to chapter 20.915 VMC to reduce Traffic Impact Fees by 50%, up to a maximum of \$200,000, for any business that (1) relocates 700 or more employees with a median salary of equal to 125% of current median individual income, as set by the federal department of Housing and Urban Development for the Portland-Vancouver USA ("TIF Ordinances"). In the event that the City adopts the foregoing Business Development TIF Incentive mechanism that is acceptable to both Parties, the Parties may mutually agree to modify certain provisions of this Section 6(b). Nothing in this Section 6 shall be construed to obligate the City to approve the TIF Ordinances.

(c) TIF Credits

Provided all criteria in chapter 20.915 VMC are satisfied, the Developer shall be entitled to TIF credits pursuant to VMC 20.915.090 for constructing a collector arterial off of SE 1st to serve Phase 1 (e.g. extension of 184th Avenue), and any other east/west collector arterial off of 184th connecting to 172nd Avenue and 192nd Avenue (e.g. construction of 9th Street). To the extent the credit exceeds the Developer's TIF assessment for Phase 1, Developer may apply any excess credit to Subsequent Phases during the term of this Agreement. Developer is permitted to accumulate TIF credits for any qualifying road projects it constructs throughout the term of this Agreement and any extensions thereof, provided, however that TIF credits will not be available if the City contributes City Reinvestment Funds to cover the full cost of a qualifying road project pursuant to Section 7 of this Agreement. In the event the City issues a partial contribution to Developer for qualifying road projects, Developer shall be entitled to TIF credits for the portion the Developer funded provided the criteria of chapter 20.915 VMC are satisfied. Any TIF credits for the Project accumulated by Developer will not be deducted from the City's Reinvestment Funds.

(d) Applicability of TIF Incentive

As contemplated under Section 12 of this Agreement, Developer may come into ownership of the full 98 acres, or some portion, thereof. In the event that Developer does not purchase all of the HP Property, this Section 6 shall only apply to Developer's owned HP Property, subject to Permitted Transfers.

(e) Dedications

Once Developer dedicates real property for public infrastructure, subject to the City's acceptance, the City shall maintain the system located on City property.

Section 7. City Contribution Towards Section 30 Redevelopment Infrastructure

(a) Funding to Coincide with Developer's Phased Development

Developer's Project will be the first project to develop under the Subarea Plan and will require a significant investment in infrastructure. Infrastructure constructed by the Developer for the Project will facilitate development of the rest of Section 30. As set forth in this Section 7 and considering these unique circumstances the City agrees to reinvest up to Ten Million Dollars (\$10,000,000.00) ("City Reinvestment Funds") towards Core Public Improvements defined in Section 7(b) of this Agreement.

i. Phase 1

The contribution of City Reinvestment Funds for Core Public Improvements in Phase 1 shall be limited to Three Million Five Hundred Thousand Dollars (\$3,500,000.00) that may be used as soon as Developer submits a complete building permit application for Phase 1 improvements. Any unused amount of City Reinvestment Funds allocated in Phase 1 may, in Developer's sole discretion, be applied to Core Public Improvements in Subsequent Phases.

ii. Subsequent Phases

The contribution of the City Reinvestment Funds during the Subsequent Phases shall be limited to Six Million Five Hundred Thousand Dollars (\$6,500,000.00) that may be used once Developer submits a complete building permit application for a building that will cause the total square footage of development in the Subsequent Phases to meet or exceed 330,000 gross square feet.

(b) Funds to be Spent on Core Public Improvements

The City Reinvestment Funds shall be used to construct or contribute to Core Public Improvements. To qualify as a core public improvement the infrastructure must provide a public benefit to future redevelopment of Section 30 ("Core Public Improvements"). Examples of Core Public Improvements include, but are not limited to, collector arterials (inclusive of all frontage improvements including sidewalks, roundabouts, landscaping, street lighting, and water mains), public recreational trails, public transportation facilities, public stormwater collection facilities and related infrastructure, public water facilities and related infrastructure, public sanitary sewer facilities and related infrastructure. Notwithstanding whether the Developer decides to utilize the City Reinvestment Funds for particular Core Public Improvements, the City agrees that the following public infrastructure improvements shall, so long as the above criteria are met, be considered Core Public Improvements eligible for reimbursement: the extension of 184th Avenue

from Phase 1 to 9th Street, construction of 9th Street between 172nd Avenue and 184th Avenue, payment of System Development Charge fees (including the One Pacific Agreement related fees), any Developer-dedicated public recreational trail, and construction of Area 2 Pump Station and related infrastructure as contemplated in the Subarea Plan. Without limiting the foregoing, the City shall make Section 30 public infrastructure improvements a top priority in the City's grant writing program and other public funding plans.

(c) Method of Contributing City Reinvestment Funds

Developer may, in its sole discretion, use City Reinvestment Funds to contribute to all or a portion of Developer's costs to construct a Core Public Improvement or to fully fund City construction of a Core Public Improvement. In the event the Core Public Improvement includes land dedicated to the City, the value of the land dedicated for such improvement may, at Developer's option, be included as an actual cost of construction. The land valuation of the dedicated property shall equal the Developer's cost to acquire the property calculated on a square foot basis.

In no event will Developer be permitted to recover City Reinvestment Funds through available cost recovery mechanisms including, but not limited to, those cost recovery mechanisms identified in Section (4)(e) of this Agreement. The City reserves and retains all rights to recover City Reinvestment Funds used for Core Public Improvements and may use any recovered City Reinvestment Funds in its sole and absolute discretion.

i. City Construction of Core Public Improvements

Developer may request that the City construct a Core Public Improvement. Developer shall identify the Core Public Improvement by providing the City with notice that includes build-ready plans for the City's review and approval. The City may, in its sole discretion, agree to construct the Core Public Improvement based on terms and conditions it deems appropriate; provided, however, that the City shall not construct a Core Public Improvement unless there are sufficient City Reinvestment Funds to cover the full cost of construction. The City shall signify its agreement to construct a Core Public Improvement by providing Developer with an estimated cost to construct the Core Public Improvement, an estimated construction schedule, and terms and conditions, if any, within thirty (30) days of receipt of the build-ready plans ("Construction Terms"). Developer shall notify the City in writing within fifteen (15) days of its receipt of the Construction Terms of its election to have the City proceed with construction of the Core Public Improvement. If notice is not provided as set forth in this Section, it shall be presumed that the City will not construct the Core Public Improvement.

Nothing in this Section 7(c)(i) shall be construed to obligate the City to construct a Core Public Improvement for Developer within a certain timeframe or at a pre-determined cost. Developer acknowledges that City construction of a Core Public Improvement requires that it comply with chapter 39.12 RCW and procurement practices in chapter 3.05 VMC. If Developer elects to have the City proceed with construction, the estimated cost shall be immediately

deducted from available City Reinvestment Funds. The City shall provide Developer with its actual cost of construction within thirty (30) days of completion. If actual costs of construction are less than the estimated costs, the difference shall be credited back to the City Reinvestment Fund balance. If actual costs exceed the estimated costs the difference shall be deducted from the City Reinvestment Fund balance, or paid by the Developer if there are insufficient City Reinvestment Funds remaining.

ii. Core Public Improvement Constructed by Developer

Developer may choose to construct a Core Public Improvement and request full or partial contribution for the costs from the City Reinvestment Funds. Developer shall identify the Core Public Improvement and the amount of contribution it seeks in the Type II review application for Phase I or in the Master Plan for Subsequent Phases. To be eligible for contribution, the Core Public Improvement must (i) be bid and constructed pursuant to City procurement practices in chapter 3.05 VMC, as amended; (ii) be constructed in full compliance with chapter 39.12 RCW, as amended; (iii) meet all applicable City, State, or Federal standards; (iv) be constructed in a good and workmanlike manner; and (v) dedicated to the City after passing all City inspections. Developer shall provide documentation substantially in the form of Exhibit 8 attached hereto, of the cost to construct the Core Public Improvement for contribution after the inspection occurs. Developer shall also submit documentation that all applicable City procurement procedures and the requirements of chapter 39.12 RCW were followed, including, but not limited to, all forms submitted to the Department of Labor and Industries. The City shall have thirty (30) days to review documentation provided by Developer in relation to a contribution request for a Core Public Improvement and the Parties shall resolve all documentation matters within forty-five (45) days of submittal, unless otherwise mutually agreed. Any contribution for construction activity undertaken by Developer shall be subject to inspection. The City shall schedule a requested contribution inspection within thirty (30) days from Developer's request. The City shall provide the requested contribution to Developer within sixty (60) days of passing inspection or dedication of the Core Public Improvement to the City, whichever occurs sooner.

Developer may, at its sole option, request partial contribution of City Reinvestment Funds for the Core Public Improvement. In such a case, Developer reserves the right to apply to recover the non-City Reinvestment Funds pursuant to available cost recovery mechanisms including, but not limited to, latecomer's agreements under chapters 11.10 and 14.04 VMC. By way of example only, if Developer constructs the Area 2 Pump Station contemplated under Section 4(d)(v) of this Agreement, Developer may seek a partial contribution of City Reinvestment Funds to cover Developer's proportionate share of the cost and fund the remaining cost with its own monies. Developer could then apply for a latecomer agreement to recover the money it contributed to the cost to construct the Area 2 Pump Station.

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Section 8. City Processing and Review of Project Permits

(a) Project Type

i. Phase 1

Pursuant to VMC 20.690.030(D), the City determines that Phase 1 will not have area wide infrastructure or land use implications and shall be processed as a Type II decision provided that Phase 1 satisfies the conditions in Section 8(b) through 8(f) of this Agreement. A description of the Phase 1 Property in Exhibit 9 in relation to surrounding properties provides information to conclude that adequate infrastructure can be achieved in the short term while Developer's master planning for Subsequent Phases occurs.

ii. Subsequent Phases

Subsequent Phases of the Project shall be processed using the master planning process contained in VMC 20.690.050 in effect as of the date of this Agreement. The Phase 1 Property shall be incorporated in any future master plan involving adjacent HP Property. This Section 8(a)(ii), shall survive termination of this Agreement, except that the survival language shall sunset upon (i) approval of Developer's Master Plan for Subsequent Phases (including the Phase 1 Property); or (ii) construction of 184th Avenue between SE 1st Street and SE 9th Street, the construction of SE 9th Street between 172nd Avenue and 184th Avenue, and the Area 2 Pump Station.

(b) Road Infrastructure

Phase 1 shall include design of a full-width, thirty-four (34) foot curb-to-curb collector arterial extending from SE 1st Street in the approximate location of 182nd Avenue and 184th Avenue ("184th") to serve the Phase 1 Property, consistent with the right of way depicted in Exhibit 10 with Developer improving the street sufficient for two-way vehicular traffic, inclusive of a 12 foot recreational trail subject to Section (8)(d) of this Agreement ("184th Extension"). The 12 foot recreational trail satisfies the requirement for the trail identified in Section 8(d) of this Agreement.

Developer acknowledges and agrees that two roundabouts are contemplated at intersections along 184th between SE 1st Street and SE 9th Street and may be located on all or a portion of the HP Property. The location of such roundabouts will be selected during the master planning process for Subsequent Phases. Developer shall dedicate, at no cost to the City but subject to Section 7 of this Agreement, land necessary to construct such roundabouts and any planned collector arterials from said roundabouts. To the extent the 184th Extension is located entirely on the Phase 1 Property, Developer shall allow access to 184th through the Phase 1 Property at no cost. This Section 8(b), shall survive termination of this Agreement, except that the survival language shall sunset upon (i) approval of Developer's Master Plan for Subsequent Phases (including the Phase 1 Property); or (ii) construction of 184th Avenue between SE 1st

Street and SE 9th Street, the construction of SE 9th Street between 172nd Avenue and 184th Avenue, and the Area 2 Pump Station.

(c) Sewer Infrastructure

Phase 1 shall provide all required sanitary sewer infrastructure in the 184th right of way to connect to the Area 2 Pump Station, including gravity lines that will carry sewer flows from Phase 1 to the sanitary sewer pump station and a force main to carry sewer flows from the sanitary sewer pump station to SE 1st Street. Developer may construct the Area 2 Pump Station as contemplated in the Subarea Plan as part of Phase 1, or temporarily connect to a sanitary sewer pump station outside of Section 30 to service Phase 1; provided, however that Developer agrees that the Area 2 Pump Station shall be constructed, consistent with Section 4(d)(v) of this Agreement, within three (3) years of issuance of the first certificate of occupancy for a Phase 1 building. The deadline to construct the Area 2 Pump Station may be extended in the City's sole discretion in the event Developer demonstrates good faith progress towards a Master Plan for Subsequent Phases and eventual construction of the station. Upon completion of the Area 2 Pump Station Developer shall connect Phase 1 to the sanitary sewer pump station at its sole cost and expense.

(d) Dedication of Public Recreational Trail

The Subarea Plan contains a conceptual location for a public recreational trail on the western boundary of the HP Property. The recreational trail location in the Subarea Plan is conceptual and allows for deviation to be determined through the master plan process, however, to meet the goals of the Subarea Plan the recreational trail must be open to the public and must connect north to a location near 9th Street and west towards 172nd Avenue along or near the northern boundary of the HP Property. The City agrees that in the event the trail is located on HP Property and maintained in Developer's ownership it shall be considered a trail used solely for recreational use purposes. Any other purpose specified in any other City document related to any public recreational trail on HP Property is superseded by this Agreement.

To satisfy this Subarea Plan goal, in Phase 1 Developer shall design and construct a 12 foot recreational trail adjacent to 184th. The trail shall be designed to allow for future connectivity along 184th and connection to 9th Street in Subsequent Phases as will be designed during the master plan process. Upon dedication of the recreational trail to the City, the City shall maintain the trail.

(e) Boundary Slopes and Final Elevations

Developer's design of the Phase 1 boundary slopes and final elevations is to be consistent with the description in Exhibit 9.

///

(f) State Environmental Policy Act ("SEPA")

i. Existing SEPA Documents

The City adopted a Determination of Nonsignificance ("DNS") in accordance with SEPA requirements when the Subarea Plan was adopted in 2009 through Ordinance No. M-3930 in relation to File Numbers CPZ2009-00010/SEP2009-00025. The DNS explained that future development within Section 30 would require compliance with SEPA.

ii. Project SEPA Compliance

Consistent with Ordinance No. M-3930 and the DNS, all applications for the Project shall comply with the State Environmental Policy Act, chapter 43.21C RCW and chapter 20.790 VMC. The Developer shall implement all mitigation measures imposed during the SEPA process for Phase 1 and Subsequent Phases of the Project.

(g) City Review Team

The City shall form an experienced, multi-disciplinary review team to review all applications associated with the Project. The review team shall be coordinated by a manager who shall serve as the designated point of contact for the Project.

(h) Streamlined Permitting

The City will utilize its streamlined review process for land use, engineering, and building permit review that provides for consolidated and expeditious approvals and permit review for the Project at no additional charge. The City commits to completing its review of land use, engineering, and building plans, studies and associated application material within ninety (90) calendar days of submittal. Review time may be added by the City if application materials remain incomplete within two review cycles or if more than three civil engineering reviews are required. This timeframe shall not apply to the master plan process necessary for Subsequent Phases of the Project. Instead, the City shall endeavor to make a decision on any Developer proposed Master Plan subject to this Agreement within one hundred twenty (120) calendar days from the date the Master Plan application is deemed complete.

(i) Permit Fees

The City shall cap the valuation of the Project for the sole purposes of calculating building permit review and inspection fees pursuant to VMC 17.08.130(G), Table I as follows:

Phase 1 – Building construction and investment for the first phase of the Project is estimated to have a value of Fifty Million (\$50,000,000.00) to Eighty Million Dollars (\$80,000,000.00). The City shall cap the valuation at Ten Million Dollars (\$10,000,000.00) for purposes of assessing fees under VMC 17.08.130(G).

Subsequent Phases – The City shall cap the valuation at Ten Million Dollars (\$10,000,000.00) for purposes of assessing fees under VMC 17.08.130(G) in Subsequent Phases.

Therefore, the City shall cap the valuation at Ten Million Dollars (\$10,000,000.00) for purposes of assessing fees under VMC 17.08.130(G) for each building permit application for the Project on HP Property and Annexed Property, and that cap will be applied separately to each permit during the term of this Agreement and any extensions thereof.

(j) Applicability of Section 8

As contemplated under Section 12 of this Agreement, Developer may come into ownership of the full 98 acres, or some portion, thereof. In the event that Developer does not purchase all of the HP Property, this Section 8 shall only apply to Developer's owned HP Property, subject to Permitted Transfers.

Section 9. Business License Surcharge Fees

(a) Business License Surcharge Fee

Upon application for building permits to construct Phase 1, business license surcharge fees assessed against Developer under chapter 5.04 VMC (as it may be amended) shall not exceed ninety dollars per full-time employee and shall not be assessed against more than seven hundred ninety-nine (799) full time employees. This Section 9(a) shall expire on December 31, 2024; provided, however, that Developer may, at its option, elect to terminate this provision prior to December 31, 2024. Upon termination of this Section 9(a), Developer shall be subject to then-existing business license surcharge fees.

(b) Anticipated Code Amendment

The City Council will hold a public hearing to consider an amendment to chapter 5.04 VMC regarding Business License Surcharge fees to consider a five-year waiver of the per employee annual business license surcharge fee for companies that relocate employees from outside the City boundary and employees already located within the City boundary under the following circumstances:

- A minimum of 700 employees earning no less than 125% of current median individual income, as set by the federal department of Housing and Urban Development for the Portland-Vancouver USA.
- For companies relocating employees located in the City to other locations within the City, the employees are relocated to an owner-occupied building or group of buildings comprising a minimum of 200,000 square feet in an Employment Center Plan District.

The City will hold a public hearing to consider an amendment to chapter 5.04 VMC regarding Business License Surcharge fees to consider an extension of the waiver of the per employee annual business license surcharge fee for companies eligible for the waiver that expand employment by 20% above the currently employed numbers in the City where 75% of the new employment offer no less than 125% of current median individual income, as set by the federal department of Housing and Urban Development for the Portland-Vancouver USA.

In the event that the City of Vancouver proposes the contemplated code amendment in a form acceptable to both Parties, then the Parties may mutually agree to modify certain provisions of this Section 9. Nothing in this Section 9 shall be construed to obligate the City to adopt a code amendment.

(c) Verification and Employment Decline

During the term of the incentive, the Developer shall provide the City with a sworn statement verifying that the number of employees and salary meets or exceeds the applicable thresholds for the waiver in substantial compliance with the form attached hereto as Exhibit 11. The City, or its designee, may, no more than once per year, request information to verify applicable thresholds have been met. In the event that the code amendment contemplated above is enacted and the parties mutually agree to modify this Agreement, if employment or salary declines below the thresholds specified in the applicable code provision, the Developer shall reimburse the City for the relevant reduction and/or waived business license surcharge fees during the period of noncompliance with the thresholds.

Section 10. Vested Rights

The Development Standards of the VMC, inclusive of all provisions referenced in Section 4(d) of this Agreement that are in effect on the date of this Agreement shall apply to the Project, except as otherwise provided in this Agreement and as follows:

Public Health and Safety

The City reserves the authority to modify one or more of the standards or requirements of development for the HP Property during the term of the Agreement, after notice, a public hearing, and adoption of findings and conclusions, to the extent required to avoid a serious threat to public health or safety, as provided in RCW 36.70B.170.

State and Federal Law

This Agreement does not relieve Developer of any obligations to comply with state or federal laws or regulations of any kind, including, but not limited to, those related to endangered species or stormwater. The Project shall not be vested against the application of development standards imposed by virtue of federal or state preemption of the City's regulatory authority.

State and International Building Codes

The International Building Code and International Fire Code in effect in the State of Washington on the date of filing a complete application for a building permit shall apply to all new development of the HP Property, unless mutually agreed to between the Parties.

Charges and Fees

This Agreement does not vest Developer to plan review fees, system development charges, or impact fees, except as otherwise provided in this Agreement.

Any amendments or additions made during the term of this Agreement to zoning or development regulations, transportation concurrency regulations, SEPA regulations and substantive SEPA policies or other laws, ordinances, comprehensive plan policies or other policies governing land development which may be applicable to the Project shall not apply to or affect the conditions of the Project, except as otherwise provided in this Agreement. Developer may request to be bound by future amendments to the VMC. This vesting provision shall be applicable, without limitation, to all land use applications, permits, uses and development of the Project that occur on the HP Property within the term of this Agreement. This vesting shall continue beyond the term of this Agreement as to any implementing land use application in process or granted by the City during the term of this Agreement, for the normal term of approval of any such application, permit, or approval.

Section 11. Authority

Developer represents and warrants to the City that it has ownership or control of the HP Property as that term is used in RCW 36.70B.170 and that its signatory has the authority to enter into this Agreement and bind the HP Property thereto. The City represents that its signatory has full power and authority to execute and deliver this Agreement on behalf of the City. Each Party will defend, indemnify, and hold harmless the other Party and signatory from any claim that he or she was not fully authorized to execute this Agreement on behalf of the person or entity for who he or she signed.

Section 12. Applicability of the Agreement, Binding on Successors, and Recording

This Agreement shall be effective and binding upon proper execution and delivery by the City and Developer. As contemplated under the recitals, Section 1, and Section 12 of this Agreement, Developer may come into ownership of the full 98 acres, or some portion, thereof. In the event that Developer does not purchase all of the HP Property, this Agreement shall only apply to Developer's owned HP Property, subject to Permitted Transfers. This Agreement shall run with the land and be binding upon and inure to the benefit of the successors, successors in title and assigns of Developer and upon the City as to all of the HP Property (or any portion thereof) that Developer acquires, and will be binding and enforceable against each Party in accordance with the terms herein. This Agreement shall be recorded with the Clark County

Auditor against the HP Property. Developer may sell or otherwise lawfully dispose of all or any portion of the Developer acquired HP Property to another person, corporation, partnership, or other entity who shall be bound by and benefitted by the requirements and terms of this Agreement, except as set forth in Section 5 of this Agreement.

Section 13. Further Discretionary Actions

Nothing in this Agreement shall be construed to limit the authority of the City to process development applications for the HP Property, including one or more building permits, under the processes established by the City; provided, however those processes shall not impose any conditions inconsistent with the provisions of the Agreement.

Section 14. Interpretation; Severability

(a) Interpretation

The Parties intend this Agreement to be interpreted to the full extent authorized by law as an exercise of the City's authority to enter into such agreements, and this Agreement shall be construed to reserve to the City only that police power authority which is prohibited by law from being subject to a mutual agreement with consideration.

(b) Severability

If any provision of this Agreement is determined by a court of law to be unenforceable or invalid, then the remainder of the Agreement shall remain in full force and effect. Further, as to those provisions held by a court of law to be unenforceable, the Parties shall confer and agree to amend the Agreement to implement the mutual intent of the Parties to the maximum extent allowed by law.

Section 15. Waiver

Failure by either Party at any time to require performance by the other Party of any of the provisions hereof shall in no way affect the Parties' right hereunder to enforce the same, nor shall any waiver by the Party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

Section 16. Amendment

This Agreement shall not be amended without the express written approval of the City and Developer (or its successors, successors in title and assigns with respect to the HP Property in which they have an interest). The Vancouver City Council must approve, in its sole discretion, all amendments to this Agreement by ordinance or resolution. The City agrees to present to the City Council any Developer requested amendment within ninety (90) days of such request, unless the Parties mutually agree otherwise.

Section 17. Headings

The headings in this Agreement are inserted for reference only and shall not be construed to expand, limit, or otherwise modify the terms and conditions of this Agreement.

Section 18. Governing Law and Venue

This Agreement shall be construed with, and governed by, the laws of the State of Washington. The Parties agree to venue in the Superior Court for Clark County, State of Washington, to resolve any disputes that may arise under this Agreement.

Section 19. Attorneys' Fees

Should it be necessary for any Party to this Agreement to initiate a legal proceeding against the other Party to adjudicate any issues arising hereunder, the Party that substantially prevails shall be entitled to recover from the other Party such sum as the court or arbitrator may adjudge reasonable attorneys' fees, costs, expenses, and disbursements (including the fees and expenses of expert and fact witnesses) reasonably incurred or made by the substantially prevailing Party in preparation to participate in mediation or arbitration, to bring suit, during suit, on appeal, on petition for review, and in enforcing any judgment or award, from the other Party or Parties.

Section 20. Default

In the event either Party fails to perform the terms and provisions of this Agreement, which failure continues uncured for a period of sixty (60) days following written notice from the other Party (unless the Parties have mutually agreed in writing to extend this period) shall constitute a default under this Agreement. Any notice of default shall specify the nature of the alleged default and, where appropriate, the manner in which the alleged default may be satisfactorily cured. If the nature of the alleged default is such that it cannot be reasonably cured within the sixty (60) day period, then the commencement of actions to cure the alleged default within the sixty (60) day period and diligent prosecution of such actions necessary to complete the cure of the alleged default, shall be deemed to be a cure within the sixty (60) day period. Upon a default that is not cured as provided above, the non-defaulting Party may institute legal proceedings to enforce the terms of this Agreement or terminate this Agreement. If the default is cured, then no default exists, and the noticing Party shall take no further action. In recognition of the possible assignment and sale of portions of the HP Property (see Section 12) any claimed default shall relate as specifically as possible to the portion of the HP Property involved and any remedy against any party shall be limited to the extent possible to the owners of such portion of the HP Property with remedies that do not adversely affect the rights, duties or obligations of any other non-defaulting owner of portions of the Property not in default under this Agreement.

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Section 21. Cooperation

The City and Developer shall take such action (including, but not limited to, the execution, acknowledgement and delivery of documents) as may reasonably be requested by the other party for the implementation or continuing performance of this Agreement. In the event of any administrative, legal, or equitable action or proceeding instituted by any person or party to this Agreement challenging the validity of any provision of this Agreement, or any subsequent action taken consistent with this Agreement, the parties shall cooperate in defending such action or proceeding to settlement or final judgment, including all appeals. The City and Developer shall select its own legal counsel and retain such counsel at its own expense.

Section 22. No Third-Party Beneficiaries

This Agreement is made and entered into for the sole protection and benefit of the Parties hereto and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

Section 23. Notice

All communications, notices, and demands of any kind under this Agreement shall be in writing and delivered by (a) a nationally recognized overnight courier, or (b) deposited in the U.S. mail, certified mail postage prepaid, return receipt requested, and as follows:

To the City:	City of Vancouver, City Attorney Attn: Jonathan Young 415 SW 6 th Street Vancouver, WA 98660
To the Developer:	JLL 260 Forbes Avenue, Suite 1300 Pittsburgh, PA 15222 Attn: Lease Administration – HP Inc.
With a copy to:	HP Inc. 1501 Page Mill Road Palo Alto, CA 94304 Attn: Global Functions Legal Jennifer Bragar Tomasi Salyer Martin 121 SW Morrison St, Suite 1850 Portland, OR 97204

Section 24. Construction

This Agreement is the product of negotiation and drafting by both Parties and their legal counsel, and it shall be deemed to have been drafted by no Party individually but as a joint effort of the Parties. The Parties intend this Agreement to be interpreted to the full extent authorized by law. To the extent of any conflict with any City regulations which may otherwise govern the HP Property, the terms and conditions of this Agreement shall prevail.

Section 25. Entire Agreement

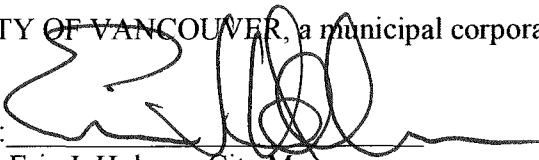
This Agreement consists of the Resolution approving the Agreement, the Agreement, Exhibits 1-11. This Agreement constitutes the final and complete expression of the Parties on all subjects relating to the terms herein. This Agreement supersedes and replaces all prior agreements, discussions and representations on all subjects discussed herein, without limitation, except as set forth in Section 4(f). No Party is entering into this Agreement in reliance on any oral or written promises, inducements, representations, understandings, interpretations or agreements other than those contained in this Agreement and the exhibits hereto.

Section 26. Vancouver Municipal Code Provisions and Standards

The City shall maintain a binder with a printed copy of all Development Standards governing development of the Project as set forth in this Agreement, including but, not limited to, the Subarea Plan, the City of Vancouver Stormwater Management Standards, City of Vancouver Water Design and Construction Requirements, and City of Vancouver General Requirements and Details for the Design and Construction of Public Sanitary Sewers, to be signed by each Party.

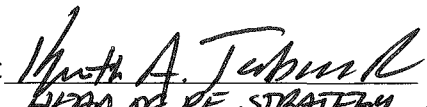
Dated this 16th day of December, 2019

CITY OF VANCOUVER, a municipal corporation

By: 

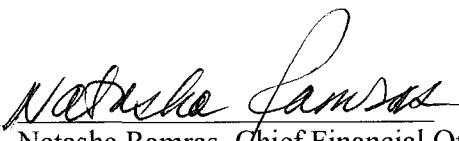
Eric J. Holmes, City Manager

HP, INC., a Delaware corporation

By: 

HEAD OF RE STRATEGY, HP

Attest



Natasha Ramras, Chief Financial Officer
City of Vancouver

HP Development Agreement
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ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

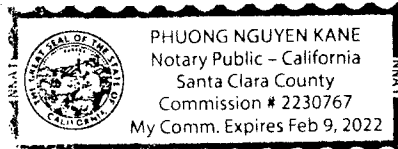
County of Santa Clara

On Dec 18, 2019 before me, Phuong Nguyen Kane
(insert name and title of the officer)

personally appeared Keith Tabacek
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Phuong Nguyen Kane (Seal)

EXHIBIT 1

LEGAL DESCRIPTION OF PROPERTY

PARCEL I:

THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN IN CLARK COUNTY, WASHINGTON.

PARCEL II:

THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, CLARK COUNTY, WASHINGTON.

PARCEL III:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS AND UTILITIES, INCLUDING BUT NOT LIMITED TO THE RIGHT TO CONSTRUCT AND MAINTAIN A PRIVATE ROAD FOR HEAVY HAULING OF AGGREGATE AND EQUIPMENT UNDER, OVER AND ACROSS THE EAST 60 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, AS SET FORTH IN THE AMENDED AND RESTATED EASEMENT AGREEMENT RECORDED MARCH 19, 2009 AS RECORDING NO. 4541545.

PARCEL IV:

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, CITY OF VANCOUVER, CLARK COUNTY, WASHINGTON.

EXCEPT ANY PORTION LYING WITHIN SOUTHEAST FIRST STREET.

ALSO EXCEPT THAT REAL PROPERTY SITUATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN, CITY OF VANCOUVER, CLARK COUNTY, WASHINGTON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 30; THENCE NORTH 01°36'19" EAST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 455.55 FEET; THENCE SOUTH 27°07'48" EAST A DISTANCE OF 147.46 FEET; THENCE SOUTH 88°12'07" EAST A DISTANCE OF 177.17 FEET; THENCE SOUTH 43°23'44" EAST A DISTANCE OF 34.77 FEET; THENCE SOUTH 01°45'27" WEST A DISTANCE OF 296.45 FEET TO THE SOUTH LINE OF SAID

SOUTHEAST QUARTER OF SECTION 30; THENCE NORTH 89°22'11" WEST ALONG
SAID SOUTH LINE A DISTANCE OF 271.90 FEET TO THE POINT OF BEGINNING.

EXCEPT ANY PORTION LYING WITHIN THE PUBLIC RIGHT-OF-WAY.

CONTAINING 7.719 ACRES, MORE OR LESS.

Exhibit 1
Page 2 of 2

EXHIBIT 2

LEGAL DESCRIPTION OF ADDITIONAL PROPERTY

REAL PROPERTY SITUATED IN THE CITY OF VANCOUVER, CLARK COUNTY, WASHINGTON, BEING THE WEST HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN.

TOGETHER WITH:

REAL PROPERTY SITUATED IN THE CITY OF VANCOUVER, CLARK COUNTY, WASHINGTON, BEING DESCRIBED AS THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 3 EAST OF THE WILLAMETTE MERIDIAN.

EXCEPTING THEREFROM:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 30; THENCE NORTH $01^{\circ} 37' 33''$ EAST ALONG THE EAST LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 97.35 FEET; THENCE SOUTH $79^{\circ} 30' 36''$ WEST TO A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 477.79 FEET; FROM WHICH POINT THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER BEARS SOUTH $88^{\circ} 44' 01''$ EAST A DISTANCE OF 467.16 FEET; THENCE SOUTH $88^{\circ} 44' 01''$ EAST A DISTANCE OF 467.16 FEET TO THE POINT OF BEGINNING.

CONTAINING 29.548 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

EXHIBIT 3

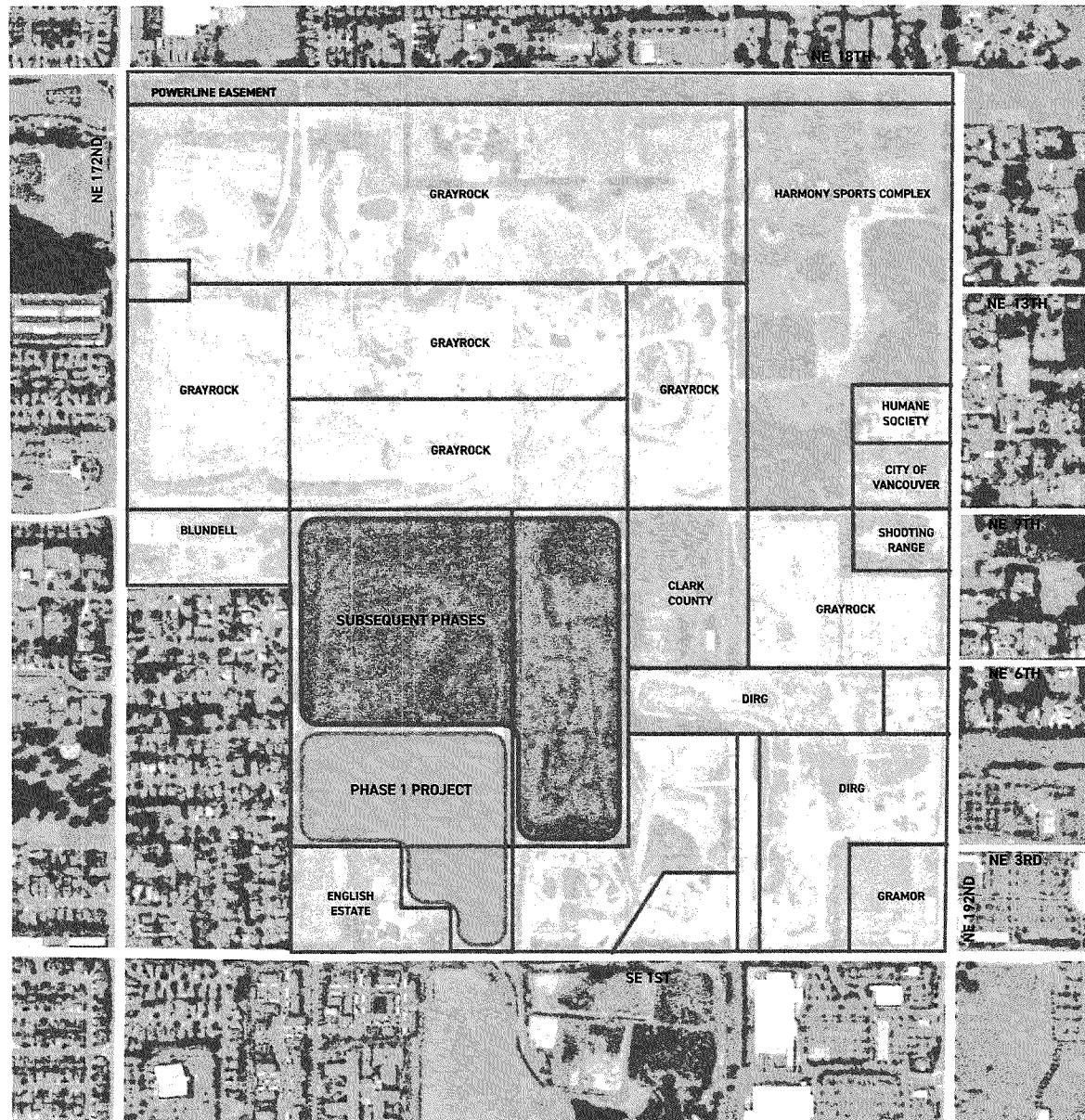


Exhibit 3
Page 1 of 1

CONCEPTUAL PROJECT DIAGRAM

OCTOBER 23, 2019



EXHIBIT 4

Vancouver Municipal Code:

Applicability to the Multi-Tenant Building aspect of Developer's Project

The City intends to apply the following Vancouver Municipal Code standards to the Project on the HP Property that includes reclamation activity for existing mining operations approved by the Washington State Department of Natural Resources, and accommodates a national, multi-building development of up to 1,500,000 gross square feet of building space, with office, research and development, industrial services, manufacturing and production, light industrial uses, as well as the potential for occupant-supported small scale retail, restaurant, accessory uses, and related parking and associated onsite improvements, and any associated Phase 1 review, Master Plan review, and/or future phase site plan reviews associated with this aspect of Developer's Project. As set forth in the Recitals of the HP Development Agreement, the Subarea Plan was adopted more than 15 years ago when the City anticipated development to occur on a parcel-by-parcel basis instead of a coordinated effort led by Developer's catalyzing Project, involving a significant portion of Section 30's privately owned land. The Subarea Plan anticipates some flexibility in its application and is referred to as a framework that envisioned joint effort for development between the City and property owners and between the Developer and its neighbors. Developer, through this Development Agreement signifies its willingness to join this endeavor to turn the framework into a reality and transform Section 30 into the neighborhood envisioned in the plan. Given this context, the City considers the Developer's proposal as an unique catalyst that deserves the City's attention and direction in advance of land use application review for Phase 1 and master planning for Subsequent Phases to allow achievement of the vision set forth in the Subarea Plan. To the extent that it is determined that code amendments are required to support the below application of the code, the City agrees to pursue such amendments; however, the City shall not be obligated to approve any such code amendment.

Capitalized terms have the same meaning as set forth in the HP Development Agreement unless otherwise specified in this exhibit.

VMC 20.440.030, Table 20.440.030-1:

City application to Developer: All ECX uses listed in VMC Table 20.440.030-1 as permitted, limited, or conditional uses shall be allowed on the HP Property except as set forth in Section (4)(a) of the HP Development Agreement prohibiting specific uses on the HP Property.

VMC 20.690.040(D):

VMC 20.690.040 Development Standards

Development within the Plan District shall be subject to the development standards contained in VMC 20.440.040 and 20.440.050 except as modified herein. Urban Neighborhood Overlay development is subject to the development standards contained in VMC 20.690.070, Section 30 Urban Neighborhood Overlay.

D. Building Setbacks.

1. Any development adjacent to the Principal Arterial streets bordering the Section 30 Plan District shall provide a 20 foot minimum landscaped setback from the back of sidewalk.

2. All other street setbacks shall be a landscaped 10 foot maximum from the back of sidewalk. An exception for up to a 20 foot maximum setback shall be allowed for proposed green street features, publicly accessible plazas, or due to topographic constraints.

3. New Heavy Industrial uses allowed by recorded Development Agreements shall provide a minimum 10 foot landscaped side and rear set back. Landscape shall include shrubs to form a six foot high buffer screen 95% opaque year-round.

4. All landscaped setbacks shall at a minimum meet the Section 30 Landscape Design Guidelines.

City application to Developer: Developer may submit a landscape plan under VMC 20.925.110 that at a minimum meets the OCI standards, unless the foregoing standards under VMC 20.690.040(D)(1)-(4) apply stricter standards for Phase 1.

Subsequent Phases of Developer's Project subject to the HP Development Agreement shall be subject to the Master Plan landscape plan requirement under VMC 20.690.050.

Developer's Phase 1 and the Master Plan will involve a mix of interface with public right of way, private streets, and local streets. VMC 20.690.040(D)(2) provides maximum setbacks for landscaped setbacks on streets, other than collector arterials, of 10 feet from the back of the sidewalk, with an exception allowed up to 20 feet. The City interprets this provision to apply to Developer's Project as a 10 foot minimum landscaped setback from the back of the sidewalk with the option to exceed the minimum to ensure architecturally sound design of landscaped setbacks taking into account factors including, but not limited to, pedestrian interface, vehicular circulation, and building design. Further, back of sidewalk shall also refer to any back of a public recreational trail that may be co-located on public rights of way, private streets, or local streets.

VMC 20.690.040(E):

Exhibit 4
Page 2 of 5

VMC 20.690.040(E)

Parking spaces provided for individual uses shall be no less than 80 percent of the minimum required indicated in Table 20.945.070-2, and no more than 115 percent to the amount provided in Table 20.945.070-2. The planning official may approve parking beyond the maximum or a parking reduction from the required minimum based on a parking study that justifies the change. Structural parking is permitted subject to the design standards contained in VMC 20.945.060. Structural parking shall count toward the minimum but not the maximum number of parking stalls.

City application to Developer: The parking space description in Table 20.945.070-2 lists the minimum number of parking spaces associated with a particular use. The City may interpret VMC 20.690.040(E) to suggest that a maximum parking space limit applies to Section 30 development, subject to exceeding the maximum if a parking study is submitted. As stated above and throughout the HP Development Agreement, the Subarea Plan and implementing code did not envision a catalyzing development such as Developer's Project that incorporates a mix of uses on the scale of nearly 100 acres. In order to allow flexible, successful, and efficient development of nearly 100 acres within Section 30, the City will apply the foregoing provision to allow development of the HP Property with parking on the following terms and determines that these parking ratios and the concomitant requirement for a parking study in the course of development is consistent with this code provision because a parking study completed prior to development would have no context in terms of the performance of parking to serve Phase I of the Project.

Parking spaces shall be provided for in the following ratios:

Office uses	2.5 to 5 spaces per 1000 square feet
Research and Development uses	1.25 to 3 spaces per 1000 square feet
Light industrial uses	1.25 to 3 spaces per 1000 square feet
Occupant-supported retail, restaurant, and accessory uses	1 space per 250 square feet

Reference to occupant-supported retail, restaurant, and accessory uses is for parking for such uses that are primarily meant to be open to HP employees. Other such uses that are incidental to an office building will meet the parking ratios for Office uses listed above.

Consistent with the Design Guidelines of Section 30 and to ensure that parking is sufficient, readily accessible, and safe, Developer will conduct a parking study after Phase I, as part of master planning. The parking study could provide different use scenarios for the different buildings and how parking will be brought into compliance

with the code as the Project develops. The overall parking plan could be conceptual with the understanding that it could change as the Project develops. In Subsequent Phases, Developer may modify the foregoing standard subject to review and approval by the City.

VMC 20.690.040(G):

VMC 20.690.040(G)

G. Roadways and Access.

- 1. Collector arterial roadway alignment shall be consistent with the conceptual roadway alignments shown in the Section 30 Employment Center Plan document.*
- 2. Connections to streets that border Section 30 Plan District shall be substantially as shown in the Section 30 Employment Center Plan document.*
- 3. All collector arterial to collector arterial intersections internal to the Plan District (excludes the four surrounding arterials) shall be roundabout intersections. Use of roundabouts for local roadway connections is also encouraged to promote system efficiency and create a unique identity.*
- 4. Traffic calming and context sensitive design shall be incorporated into the design of all internal roadways.*
- 5. The maximum block face length within the Plan District shall be 600 feet generally, and 300 feet in the Urban Neighborhood Overlay areas.*
- 6. All new streets and street improvements shall meet the intent of the Section 30 Design Guidelines.*

City application to Developer: The provisions of VMC 20.690.040(G)(2), (3), (5) and (6) will be applied consistent with the City's interpretation of the Subarea Plan in Exhibit 5 to the HP Development Agreement. In addition, given the scale of the Project area, the City agrees that Developer may seek approval for maximum block face length of "600 feet generally" to allow for some maximum block lengths of up to 700 feet as consistent with the use of "generally" in the code. Developer's Phase I does not currently intend to exceed a 600 foot block length. Therefore, any potential block lengths exceeding 600 feet will be reviewed as part of the master plan.

VMC 20.960.070(K):

VMC 20.960.070(K)

K. Industrial complex signs (free-standing signs).

1. Allowable Area: 1.5 square foot per face per lineal foot of industrial complex frontage up to a maximum of 250 square feet per face. Provided that an industrial complex with less than thirty-two (32) lineal feet of frontage shall be allowed a maximum thirty-two (32) square foot sign per face.

2. Number of Signs: 1 per complex frontage.

3. Height of Sign: Maximum 25 feet.

City application to Developer: The City's sign code does not address a situation such as a Developer's multi-building type development. As stated above and throughout the HP Development Agreement, the Subarea Plan, and implementing code did not envision a catalyzing development such as Developer's Project that incorporates a mix of uses on this scale. Further, the City's code does not define the term "industrial complex." Therefore, the City concludes that Developer may apply for signs allowed for an industrial complex under this provision for those signs that serve a particular building in a multi-building type environment. Thus, as applied to Phase 1, Developer may seek approval to install an industrial complex sign for each individual building constructed as part of Phase 1 and such sign installation could be consistent with the intent of the sign code and the Subarea Plan.

Consistent with chapter 20.960 VMC, all other signs not visible from a public right-of-way are exempt from review. VMC 20.960.070 does not have a sign type that refers to public recreational trails. The City views all recreational trail signs that may be located on HP Property as part of the master planning may be considered outside the sign types identified under VMC 20.960.070 and may be exempt from any sign maximum.

The City will allow Developer to establish a Project-wide sign program for signs visible from the public right-of-way as part of the master planning process.

EXHIBIT 5



Infrastructure locations are preliminary. Final locations will be determined through the master planning process

Exhibit 5

Page 1 of 1 CONCEPTUAL PROJECT LAYOUT

OCTOBER 23, 2019

ZGF

EXHIBIT 6

SUBAREA PLAN POLICIES

HP Section 30 Urban Employment Center Subarea Plan:

Applicability to the Multi-Tenant Building aspect of Developer's Project

The Subarea Plan (dated October 5, 2009) contains a combination of aspirational and mandatory policies. The City intends to apply the following Subarea Plan policies to the Project on the HP Property that includes reclamation activity for existing mining operations approved by the Washington State Department of Natural Resources and accommodates a national, multi-building development of up to 1,500,000 gross square feet of building space, with office, research and development, industrial services, manufacturing and production, light industrial uses, and reclamation activity for existing mining operations approved by the Washington State Department of Natural Resources, as well as the potential for occupant-supported small scale retail, restaurant, accessory uses, and related parking and associated onsite improvements, and any associated Phase 1 review, Master Plan review, and/or future phase site plan reviews associated with Developer's Project. As set forth in the Recitals of the GF Development Agreement, the Subarea Plan was adopted more than 15 years ago when the City anticipated development to occur on a parcel-by-parcel basis instead of a coordinated effort led by Developer's catalyzing Project, involving a significant portion of Section 30's privately owned land. The Subarea Plan anticipates some flexibility in its application and is referred to as a framework that envisioned joint effort for development between the City and property owners and between a Developer and its neighbors. Developer, through this Development Agreement signifies its willingness to join this endeavor to turn the framework into a reality and transform Section 30 into the neighborhood envisioned in the plan. Given this context, the City considers the Developer's proposal as a catalyst that deserves the City's attention and direction in advance of land use application review for Phase 1 and master planning for Subsequent Phases to allow achievement of the vision set forth in the Subarea Plan. To the extent that it is determined that Subarea Plan amendments are required to support the below application of the plan, the City agrees to pursue such amendments; however, the City shall not be obligated to approve any such code amendment.

Capitalized terms have the same meaning as set forth in the HP Development Agreement unless otherwise specified in this exhibit.

Intersection Spacing (p. 43)

TR-7 – Collector streets within Section 30 shall be spaced about 800 ft. apart with connections as generally depicted on the concept map. These are flexible corridors, so long as spaced to provide adequate collector level street access and sufficient capacity to all portions of Section 30 is provided.

TR-9 – To simultaneously promote continuous, smooth traffic flow, and slower travel speeds that promote safety for cars, trucks, pedestrians, and bikes; to conserve buildable land through

efficient use of public rights-of-way; to promote lower energy use through eliminating traffic lights and minimizing vehicle idling time; the Section 30 internal collector arterial intersections shall be single lane urban roundabouts with 100 to 130 foot inscribed circle diameter to accommodate all vehicle types that will access the site.

Access to Streets by Motorized Vehicles (p. 44)

TR-21 – Direct access to arterial streets, when allowed, should meet minimum intersection spacing requirements.

City application to Developer: The City may apply TR-7, TR-9, and TR-21 to Developer to allow variation from the requirements as long as Developer provides 200 foot minimum separation between intersections of local collector streets as long as the design meets the intent of the policies. If this condition is met, the City may allow the possibility of restricted turn movements (e.g. right-in/right out). The roundabout design requirement under TR-9 is achieved if the design of the roundabout is similar to the design of the roundabout at the intersection of 1st Street/184th Avenue. The City further recognizes that should Developer vary in these ways, the development could comply with the intent of these provisions because these traffic control measures would achieve the goals set forth in the Subarea Plan. The Developer has the option to improve streets in a different configuration based on measured traffic flow subject to City review and approval. In addition, the Developer may seek approval to incorporate same-side ingress/egress for Developer's research and development buildings at the northern most boundaries of the HP Property for truck deliveries and low density (by head count) facility parking. The parties mutually acknowledge that in addition to the planned roundabouts along 184th, additional access to 184th between 1st Street and 9th Street will be necessary to provide adequate access to the Project. Upon review of Exhibit 5 to the HP Development Agreement, the City agrees that Developer may be permitted to include "right-in, right-out only" access to 184th between roundabouts where necessary for the Developer to construct safe and efficient circulation and necessary emergency access to future buildings and parking areas contemplated as part of the anticipated Master Plan for the Project. However, this permission for "right-in, right-out only" access shall not be construed as any exemption to the City's Street and Development standards (chapter 11.80 VMC). Further, the City will review in good faith any standards modification requests (*i.e.* road modification requests) under VMC 11.80.160 that are deemed necessary to achieve sufficient access to 184th to effectively implement the master plan vision for the Project. Parties with responsibility to construct certain streets and roundabouts will be identified during the master plan process. Developer has the option, but not the obligation, to provide that access to arterial streets meet minimum intersection spacing requirements, and such proposals shall be reviewed by the City in the master planning process.

Pedestrian Facilities (p. 43)

TR – 10 All trails and sidewalks shall be consistent with the connectivity and grade policies of the Plan.

Exhibit 6

Page 2 of 8

TR – 11 To encourage pedestrian connectivity, development standards should describe allowed maximum slopes for trails or sidewalks constructed outside of the street development.

TR – 12 Sidewalks shall be developed consistent with typical street cross sections for collector and local access streets at a minimum. Wider sidewalks and additional landscaping are encouraged.

TR – 13 Mid-block and other safe pedestrian crossings shall be developed to provide very high pedestrian level of service, especially in mixed use urban neighborhoods.

TR – 14 Where possible and desirable, sidewalks and trails should be constructed of pervious surface, and be integrated into the storm water control plan.

Trail Linkages (p. 53)

OS – 14 Remaining side slopes, especially the western perimeter slopes created from past mining activities, should be considered as a combined green open space, stormwater infiltration, and perimeter trail system.

City application to Developer: To the extent that the policies above contain mandatory language, the Development Agreement's Section 8 shall govern how those policies are treated for purposes of the public recreational trail associated with the HP Property. To the extent that Developer's western slopes are required for design and material purposes for Developer's Project, Developer retains sole discretion to make use of its western slopes in the design of Phase 1, the Master Plan, and Subsequent Phases of its Project as set forth in HP's Development Agreement. The City agrees that the cross sections for collector arterials, attached as Exhibit 10 to the HP Development Agreement, are consistent with typical cross sections for collector, private roads, and local access streets. Pedestrian crossings will be proposed during master planning based on the position of various structures and proposed uses, with the intent that crosswalks will be installed at roundabouts, and if necessary to serve connectivity, mid-block pedestrian crossings may be considered.

Parking – Motorized Vehicle (p. 44)

TR – 16 Off street parking should be located behind or to the side of structures in all districts with the exception of "tech flex" development, which may locate parking for customers only between the street and building front.

City application to Developer: The intent of this policy is to prohibit parking in the area between a "building front" and a collector arterial so that parking is hidden from view from the vantage of a collector arterial. Developer's conceptual plan is consistent with this approach.

TR – 17 On street parking may be provided where appropriate and the parking spaces immediately adjoining a property shall be counted towards a development's overall parking requirement.

City application to Developer: On street parking is not planned for Developer's Phase I. Developer shall continue to have the option to design for on street parking as part of the Master Plan and Subsequent Phases.

TR – 18 Joint use parking facilities are encouraged where peak parking lot use is different between adjoining users.

City interpretation and application to Developer: Developer is permitted, but not required, to provide joint use parking facilities.

TR – 19 Access between off street parking facilities without requiring street access to travel between lots is encouraged.

City application to Developer: Developer is permitted, but not required, to provide direct parking lot links. Developer is required to establish local streets for ingress and egress with parking areas for each building.

Access to Streets by Motorized Vehicles (p. 44)

TR – 22 Joint driveways accessing to two or more properties are encouraged.

City application to Developer: Developer is permitted, but not required, to provide driveways to two or more properties.

TR – 23 Minimize industrial truck traffic on residential areas, identify potential truck routes and identify streets to be posted for no through trucks through the master plan process.

City application to Developer: The City will allow Developer to identify truck routes as part of the Master Plan; and supports truck routes off of 172nd Avenue from 9th Street to 184th Avenue, and 1st Street to 184th Avenue. Today, most of Developer's truck deliveries use City-trucks; although other operations that may be located on the HP Property may require travel truck deliveries.

TR – 24 Within the Urban Neighborhood Center areas, alleys will provide automobile access for residential land uses. Dwelling units should front to all streets including arterial roadways to create an active, interesting, and welcoming environment for pedestrians.

City application to Developer: With no residential use planned at this time as part of the Project on the HP Property, the City concludes this policy is not applicable to this aspect of the Project.

Traffic Calming and Street Character (p. 45)

TR – 25 Street designs shall incorporate a full range of integrated urban traffic calming strategies to achieve safe, context sensitive roadways.

TR – 26 Street designs shall incorporate principles of context sensitive design to support active, attractive and healthy urban environments.

City application to Developer: These policies use mandatory language, but are conceptual in content. The City intends to apply these policies to require Developer to comply when practical and reasonable when considering traffic flow, safety, and design.

Transit Facilities (p. 45)

TR – 27 Vancouver Transportation Services, Vancouver Community Planning, CTRAN and property owners will continue to evaluate the need for a major transit hub to accommodate transit needs within Section 30 and evaluate potentials for transit systems such as bus rapid transit.

TR – 28 Master plans should include transit facilities (e.g. bus turnouts and shelters) where required by the City, and consistent with Section 30 roadway standard plans.

City application to Developer: The Developer is not required to locate a transit facility on land it owns. Developer is required to master plan to accommodate transit stops on or near arterial streets or local streets in its reasonable discretion and in coordination with public transportation providers.

General Utility (pp. 56 and 58)

PU – 1 Coordinated utility planning for the whole of Section 30 is essential to cost-efficient service provisions. Locate easements to consider future utilities' needs and be consistent with existing plans.

PU – 2 Include within sanitary sewer and water construction plans the design and construction of all facilities necessary for development of the site.

PU – 3 Coordinate pipe and pump station sizes to serve no less than the plan's land use build out assumptions.

PU – 4 Consider an efficient relationship between road and infrastructure line design and layout, and minimize utility line locations outside of existing or proposed rights-of-way.

PU – 5 Encourage and provide opportunities within rights-of-way for new energy systems piping or cabling needs.

PU – 6 Agreements between property owners that demonstrate how future public utilities will be extended beyond a proposed project are encouraged to be documented with the city.

City application to Developer: These policies are generally applicable to Developer subject to evaluation with Public Works. Further, during the master planning process the application of these policies will be considered in the context of planned uses, with reasonable growth for potentially higher density uses for those areas that remain unplanned. The City concludes fiber optic cables are part of “cabling needs” under PU-5, and Developer may install such cabling.

Sanitary Sewer (p. 58)

PU – 7 Provide a maximum of two public pump stations located at low points with gravity sewers extending outward to serve higher elevation areas. One main pump station is preferable.

PU – 8 Interim systems should not be allowed.

PU – 10 Design new sewer lines to allow for sequential development.

City application to Developer: Developer and the City understand that one sanitary sewer pump station will be required to serve the Project and the City requires that the sanitary sewer pump station be addressed in the Master Plan for the HP Property. The City may consider Developer's submission of an interim sanitary sewer service solution for Phase 1 to direct link to SE 1st Street/CTC because Phase 1 will not create intensive wastewater needs and the location of the sanitary sewer pump station cannot be determined until the location of 184th Avenue and 9th Street are designed for Subsequent Phases. Developer's Type II review of Phase 1 buildings will require evidence of the interim solution and agreement from the neighboring property owner to allow the direct link. Once the Area 2 Pump Station is constructed, likely near 9th Street, Developer's Phase 1 buildings will disconnect from the interim solution and pump to the new pump station, as specified in HP's Development Agreement and at Developer's sole cost and expense to disconnect from the interim solution.

PU – 9 Development with more intensive industrial wastewater needs shall be responsible for any needed additional improvements including pre-treatment and added or larger sewer mains, and an added or larger pump station with a longer force main to a "to be determined" discharge location.

City application to Developer: Developer represents that, at this time, it does not have industrial wastewater planned as part of Phase 1. The City shall review any proposed industrial wastewater improvements at the time of Master Plan review, or upon Developer's request for review pursuant to VMC 20.690.050(D) in effect on the date of HP's Development Agreement.

Water (p. 58)

PU – 11 Promote sustainability through water conservation and the use of water collection systems and existing wells.

City application to Developer: Developer is permitted, in its sole discretion, but not required, to reuse greywater, use existing wells for non-potable purposes (although no wells are located on the HP Property), rainwater collection, or install green roofs. Developer shall make commercially reasonable efforts to design its Project for sustainable water conservation, thereby achieving this aspirational goal of the Subarea Plan.

PU – 12 Design new internal water line systems to maximize system looping.

PU – 13 Design new internal water lines to allow for sequential development.

City application to Developer: Developer may not be required to use internal water line systems to maximize system looping for Phase 1 if there is no looping to maximize. However, Developer will be required to maximize system looping and design for sequential development as part of the Master Plan.

PU – 14 Coordinate new water lines with existing 12-inch water mains, connecting gaps in the existing system around the boundary of Section 30 where necessary for adequate service. Provide at a minimum 12 inch water mains on the perimeter of Section 30 and at least one 10-inch or larger water main in an east/west direction in the approximate center of the planning area.

City application to Developer: The City shall review Developer's proposed water mains for Phase 1 during the Type II review to determine that new water mains will be installed to meet the need for future expansion of the Project and development of Section 30. All other water main size choices and plans to connect gaps in the existing system around the boundary of Section 30 shall be designed to provide adequate service as part of the master plan process, through collaboration with adjacent landowners within Section 30.

Stormwater (p. 59)

PU – 16 Section 30 stormwater shall be managed within Section 30 plan area.

PU – 17 Require where physically feasible, low impact development stormwater management techniques including, but not limited to, decentralized infiltration facilities, compost filters within landscaped excavated basins, and various forms of vegetation.

PU – 18 When necessary based on physical feasibility, allow stormwater management techniques that combine low impact development and regional facilities.

PU – 19 Restrict individual development stormwater facility design in impacting other properties from surface and ground water runoff, particularly those at lower elevations.

PU – 20 Provide a geotechnical report prior to the design and construction of stormwater facilities including, general soil characterization, infiltration rates, and groundwater elevation.

PU – 21 Promote street right-of-way design to include sufficient width to accommodate stormwater facilities and/or integrated stormwater facilities with trails, shared paths, or greenways.

PU – 22 Provide appropriate stormwater methods that consider separately the industrial use portion and the non-industrial use portion of a site.

PU - 23 An integrated approach to greenway, trail and stormwater plans is encouraged to allow for intermittent flooding during major storm events.

PU – 24 Use of public open space for accommodating the 100-year storm event may be allowed.

City application to Developer: The City intends to apply these standards to Developer, to the extent Developer needs to connect to a public stormwater system, provided that

surface and subsurface natural rock infiltration partially occurs on private property within Section 30 to control water quality. Only after treatment and infiltration on private property shall stormwater feed into public right of way and public stormwater system areas owned and maintained by the City.

Private Streets

The Subarea Plan states that specific roadway alignments are not prescribed in the plan. In addition, chapter 20.690 VMC does not prohibit private streets. Further, the City has reviewed VMC 11.80.040(C)(1)(e) to conclude that the specific Section 30 Subarea Plan governs street design in Section 30 and that the Section 30 Subarea Plan and Design Guidelines do not prohibit private streets to serve the Project. In addition, the City determines that approval of private streets internal to the multi-building proposal in Phase 1 and Subsequent Phases will allow for the potential future dedication to a public street system should the master planning process result in a request from Developer to layout the streets in a public manner. Further VMC 11.080.040(C)(2) allows private streets in industrial developments. To the extent that VMC 11.080.050(B) is inconsistent with either VMC 11.080.040(C)(2), the Subarea Plan or Section 30 Design Guidelines, the City intends to resolve the inconsistency in favor of the specific allowance of private streets under VMC 11.080.040(C)(2) based on the reasons set forth here.

EXHIBIT 7



851 SW 6th AVENUE, SUITE 600
PORTLAND, OR 97204
P 503.228.5230 F 503.273.8169

September 5, 2019

Project #: 23182

Matt Oyen
PacTrust
15350 SW Sequoia Parkway, Suite 300
Portland, OR 97224

RE: Section 30 Property Due-Diligence

Dear Matt,

Per your request, below is an updated summary of transportation considerations to help inform your due-diligence assessment.

TRIP GENERATION ESTIMATE

Per the *Trip Generation Manual, 10th Edition*¹ development of 700,000 square feet of office space is estimated to generate:

- 5,565 Daily Trips (assuming Corporate Headquarters trip rate or 7,006 Daily Trips using the General Office trip rate)
- 684 weekday AM peak hour trips (588 in, 96 out)
- 723 weekday PM peak hour trips (116 in, 607 out)

TRAFFIC IMPACT FEE ESTIMATE (TIF)

- The development site is located in the Cascade TIF District (\$223 fee/daily trip currently)
- Current TIF estimate based on 700,000 square feet of Corporate Headquarters is \$1,054,846 (by comparison, the general office rate is estimated at \$1,327,987). The final TIF amount is subject to determination by the City at the time of building permit issuance (current rates may increase).

¹ The City of Vancouver adopted use of the *Trip Generation Manual, 10th Edition* for trip estimation in 2019. Weekday AM and PM peak hour trip data for the Corporate Headquarters use cited in the *Trip Generation Manual, 10th Edition* is limited to one study and is therefore not applicable and General Office was assumed. The peak hour trip rate for General Office in the 10th Edition is less than the Corporate Headquarters trip rate in the 9th Edition. Daily trip rates for Corporate Headquarters cited in the *Trip Generation Manual, 10th Edition* are based on 8 studies and appear reasonable for use in estimating daily trips.

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- The development site also subject to Mill Plain Boulevard TIF Overlay, estimated at \$47,302 based on 700,000 square feet of Corporate Office Headquarters (by comparison, the General Office rate is estimated at \$59,551). The Overlay fee is also subject to final determination by the City at the time of building permit issuance.

VESTED TRIPS

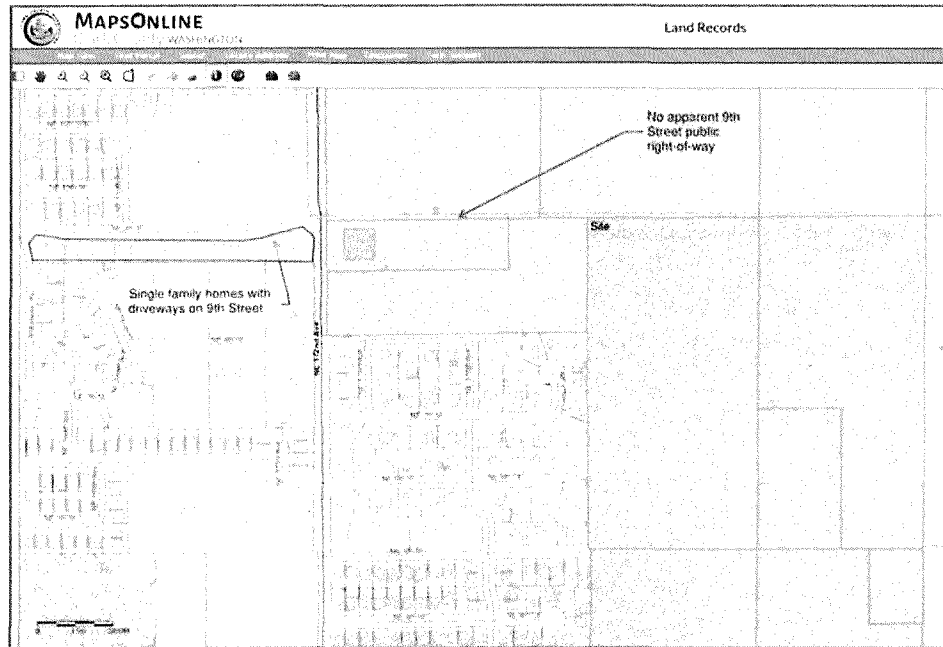
The former mining sites associated with some of the potential redevelopment area should have trip vesting for TIF purposes as well as concurrency review. Some studies of historic traffic volumes may be available from the respective property owners.

TRANSPORTATION NEEDS

The following infrastructure needs and considerations were identified based on review of studies in the area as well as dialogue with City of Vancouver staff. A formal traffic impact study and concurrency review will be required to obtain site development approvals and will provide a more detailed assessment.

- We assume SE 1st Street will be completed between SE 162nd Avenue and SE 192nd Avenue and that SE 184th Avenue will serve the site, linking the site to SE 1st Street at a new roundabout.
- The site could potentially benefit from a connection to SE 9th Street to the north (and half-street frontage improvements presumably would be required)
 - NE 9th Street is planned as a new three-lane urban collector (one lane in each direction plus center left-turn lane) and is a circulation route in the Section 30 Sub Area Plan concept.
 - NE 9th Street construction is an unfunded project in the 2019-2024 Transportation Improvement Program (TIP).
 - It appears there may not currently be a public right-of-way available linking the proposed development site with NE 172nd Avenue along the planned NE 9th Street corridor (see Exhibit 1 below).

Exhibit 1. 9th Street Connectivity Considerations



- As shown in Exhibit 1, the SE 9th Street corridor between SE 172nd Avenue and SE 167th Avenue serves single family homes with direct driveway access (some of which are highlighted above). Potential cut through traffic considerations will likely be an issue for local residents along the roadway.
- Connecting SE 9th Street to the site would likely trigger the need for improvements at:
 - SE 9th Street/SE 172nd Avenue (currently stop-controlled)
 - Potential need for north/south left-turn lanes (appears to require widening north intersection approach to the east)
 - Potential need for separate east-west left-turn lanes
 - Potential need for future roundabout or traffic signal
 - SE 9th Street/SE 162nd Avenue (currently stop-controlled)
 - Potential need to restrict westbound left-turn movement or signalize the intersection
- An alternative site-access option that could be considered (subject to right-of-way availability) would be to construct a new north approach to the existing SE 177th Avenue/SE 1st Street intersection. We anticipate the north approach would have a three-lane section

(one through lane in each direction plus a left-turn lane). This intersection is expected to be signalized in the future.

NEXT STEPS

The information above will be further assessed in the future as part of a formal traffic impact study. Most of the projects above, if required, could be made TIF creditable.

Please let me know if you would like to discuss or if you have questions.

Sincerely,
KITTELSON & ASSOCIATES, INC.



Chris Brehmer, PE
Senior Principal Engineer

EXHIBIT 8

CORE PUBLIC IMPROVEMENTS CERTIFICATION

Certification time period from _____, __, 20__ to _____, __, 20__

Developer submits and certifies that it has met or exceeded the applicable thresholds as set forth in the agreement and as indicated herein: Cost to construct Core Public Improvements during the time period listed above: \$ _____

Attached hereto, Developer has furnished a list of the costs to construct the Core Public Improvements, similar in form to the following example:

Vendor	PO Number	Invoice Number	Invoice Date	Scope of Work	Check Number	Date Paid	\$ Amount
EXAMPLE XYZ Co.	1234000	1111111	1.1.2021	Grading	1234	2.1.2021	\$23,685,509.41

DEVELOPER

By: _____ Date: _____

Printed Name & Title: _____

STATE OF WASHINGTON)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ of HP INC. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

GIVEN under my hand and official seal on _____, 20__.

Notary Public for Washington

EXHIBIT 9

DESCRIPTION OF DEVELOPER'S ABILITY TO MEET INFRASTRUCTURE REQUIREMENTS FOR THE PHASE 1 PROPERTY

As set forth in the Recitals of the HP Development Agreement, the Subarea Plan was adopted more than 15 years ago when the City anticipated development to occur on a parcel-by-parcel basis instead of a coordinated effort led by Developer's catalyzing Project, involving a significant portion of Section 30's privately owned land. The Subarea Plan anticipates some flexibility in its application and is referred to as a framework that envisioned joint effort for development between the City and property owners and between the Developer and its neighbors. Developer, through this Development Agreement signifies its willingness to join this endeavor to turn the framework into a reality and transform Section 30 into the neighborhood envisioned in the plan. Given this context, the City considers the Developer's proposal as an unique catalyst that deserves the City's attention and direction in advance of land use application review for Phase 1 and master planning for Subsequent Phases to allow achievement of the vision set forth in the Subarea Plan. To the extent that it is determined that code amendments are required to support the below application of the code, the City agrees to pursue such amendments; however, the City shall not be obligated to approve any such code amendment.

Capitalized terms have the same meaning as set forth in the HP Development Agreement unless otherwise specified in this exhibit.

The HP Property is zoned ECX and anticipates reclamation activity for existing mining operations approved by the Washington State Department of Natural Resources and development consistent with this zoning, including office, research and development, industrial services, manufacturing and production, light industrial uses, as well as the potential for occupant-supported small scale retail, restaurant, accessory uses, and related parking and associated onsite improvements. Phase 1 will be constructed on the southeastern corner of the Developer's Property as shown on Exhibit 3 of the HP Development Agreement – that portion of the HP Property in closest proximity to SE 1st Street, allowing for a continuation of commercial development and use of existing infrastructure. Therefore, the contemplated development is consistent with existing and surrounding land use.

The HP Property is currently a quarry with variable elevations ranging from 215 to 245 feet. Surrounding elevations include the English Family Vineyard property to the west at an elevation of 288 feet, the CTC Section 30, LLC property to the east at an elevation of 284 feet, and property to the north ranging from 225 to 235 feet.

Developer intends to develop the site to prepare for finished grades between 2 and 4% across the Phase 1 Property. Developer intends to fill the southern most portion of the Phase 1 Property to an approximate elevation of 246 feet, and other portions to an approximate elevation of 257 feet. Slopes to the west are intended to be less than 10% grade.

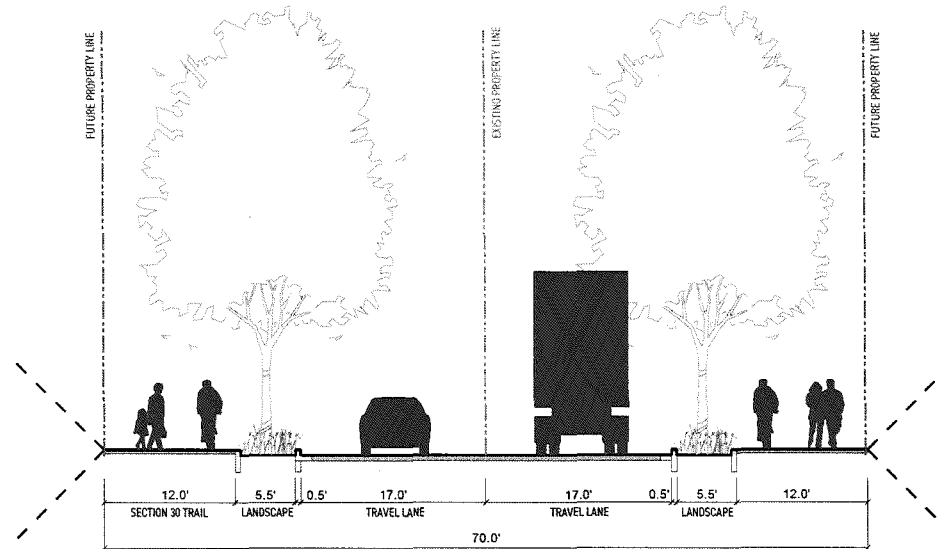
In addition, extension of SE 184th Avenue across SE 1st Street will occur during Phase 1 to provide transportation access to the HP Property. The extension will be approximately 1,000 linear feet and HP will construct this stub road as a Core Public Improvement. The extension will be built at an elevation to service the CTC Section 30, LLC property to the east of the HP Property. The Parties agree that extending SE 184th Avenue approximately 1000 feet north to serve the Phase 1 Property should be coordinated with construction scheduled to occur to improve SE 1st Street.

As Phase 1 is developed, a short-term sewer system is contemplated to allow Developer to connect to lift or pump stations outside of Section 30. The City has verified and will analyze at land use review the proposed design of the short-term sewer infrastructure. Notwithstanding the short-term solution, Developer shall install appropriate sewer infrastructure to allow transition to a permanent solution once the location of the Area 2 Pump Station is determined in the master planning process and installed as part of the extension of SE 184th Avenue to connect to SE 9th Street, consistent with the terms of the HP Development Agreement.

A public recreational trail is conceptually located on or near the HP Property in the Subarea Plan. Section 8 of the HP Development Agreement addresses this public recreational trail.

EXHIBIT 10

OPTION WITH 17' TRAVEL LANE



OPTION WITH CENTER TURN LANE

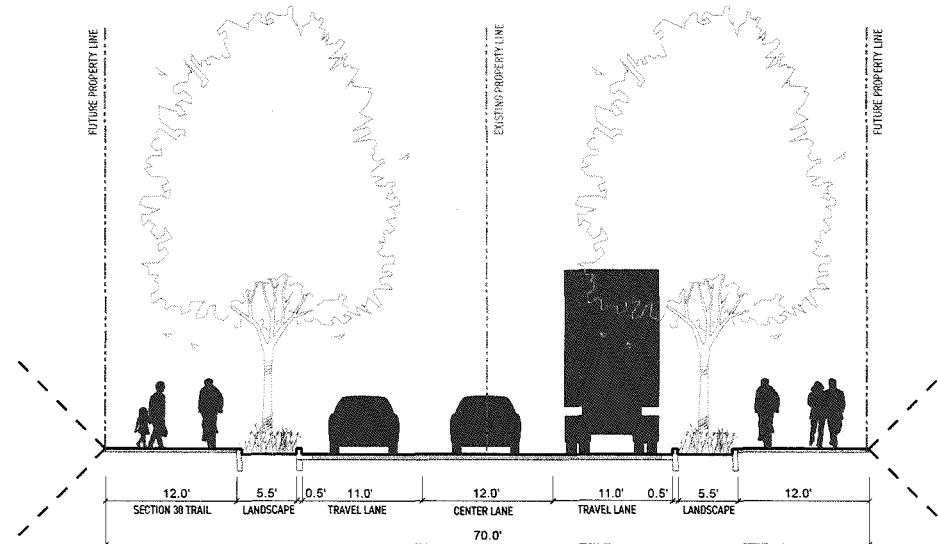


Exhibit 10
Page 1 of 1

PROPOSED 184TH ROADWAY SECTION

OCTOBER 31, 2019

ZGF



Comprehensive Plan/Title 20 Update City Council Workshop

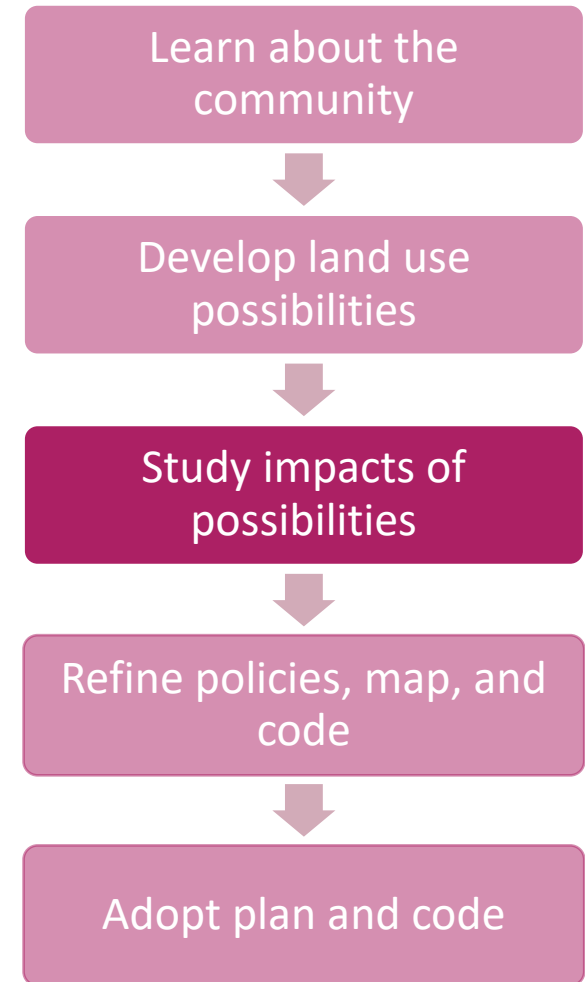
Rebecca Kennedy, Deputy Director, Community Development
Mark Person, Senior Planner, Community Development

February 24, 2025

Introduction

Agenda

- ➔ Recap: Comprehensive plan and proposed new code framework
- ➔ Base district details
- ➔ Building type details
- ➔ Use table and overlays
- ➔ Next steps

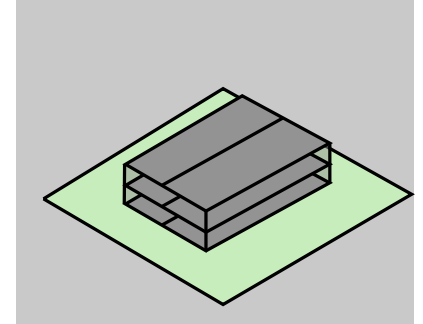


Goals for the Code

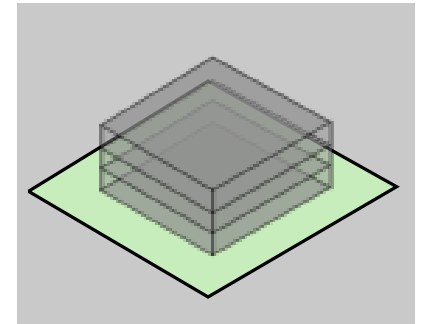
- Easy to understand – graphics, reduced footnotes, simplified districts and overlays
- Supports the creation of
 - ➔ Connected and accessible neighborhoods by allowing commercial and residential uses to mix
 - ➔ Greater number and variety of housing
 - ➔ Unique and authentic places
- Uses land efficiently and balances the built and natural environment
- Focuses on form, relationship between buildings and the street, and impact mitigation



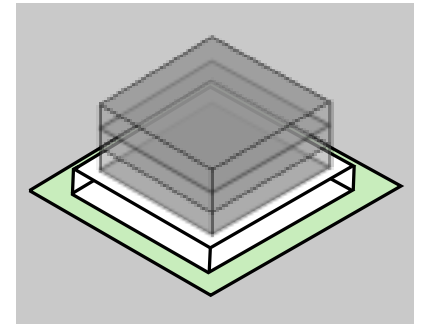
Duplex



Multi-Family

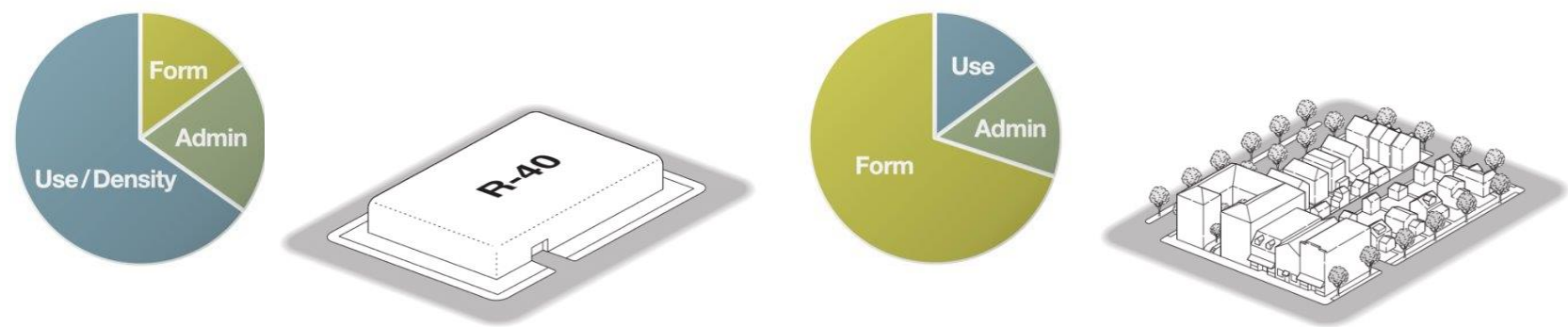


Podium



Zoning Code

The City's zoning code uses zoning districts to regulate what can be built where.



	Existing Code	New Code
Uses	Allowed or prohibited	Mixing uses allowed/required
Density	Focuses on density maximums	Focuses on density minimums
Building Height	Maximums	Maximums
Parking	Emphasis on minimums	Emphasis on maximums
Building placement	Lot coverage, setbacks	Relationship to the street, build-to lines, building types



Note: Heavy Industrial zoning district will be fundamentally different from all other districts.

Four Main Components

All areas will have a **Base District**

- Lot standards
- Minimum density
- Maximum height
- Parking requirements (maximums)
- Allowed **building types**
 - ➔ Building and parking placement
 - ➔ Pedestrian access
 - ➔ Lot coverage
 - ➔ Frontages
 - ➔ Landscaping and public space
- Allowed **uses**
 - ➔ What can go in the various allowed building types

Some areas will also have an **overlay**

- Place specific design requirements
- Mixing / ground floor activation requirements
- Modifications to parking requirements
- Enhanced transit corridors and station areas

**Team still determining if all these need to be in overlays or if some can be in base zones.*



Place Types = Base Districts

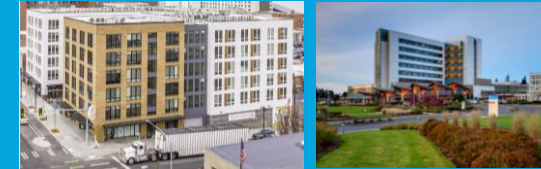
Low-Scale Neighborhood



Mixed-Use Neighborhood



Institutional/Campus



Medium-Scale Neighborhood



Regional Activity Center



Industrial/Employment



Parks and Open Space



Heavy Industrial



Draft Densities and Heights

Base District	Minimum Density* (units/acre)	Maximum Density* (units/acre)	Minimum Height	Maximum Height
Low Scale Residential	8	None	None	3 stories (45')
Medium Scale Residential	16	None	2 stories (25')	5 stories (60')
Mixed Use	32	None	3 stories (40')	8 stories (90')
Regional Activity Center	64	None	3 stories (40')	None
Employment/Industrial	N/A	N/A	1 story (20')	12 stories (150')
Institutional/Campus	None	64	1 story (20')	12 stories (150')
Heavy Industrial	N/A	N/A	None	None
Parks/ Open Space	N/A	N/A	N/A	N/A



**Code uses net density = Number of housing units / (gross area - public or private streets, schools or other public facilities)*

Visualizing Different Densities



87th Ave & 15th St
8 units/acre



Esther Short Commons
82 units/acre



The Uptown
185 units/acre



Evergreen Townhomes
21 units/acre



The Hamilton
157 units/acre



The Miller
260 units/acre

Example: Draft Building Type Table

- Within each base zone, different building types will be allowed or prohibited.
- This is a draft that staff will continue refining but have included to illustrate the concept of using building types to regulate form.



Building Types	Typical units	LS
Single-Family Residential Building	1	Allowed
Townhouse Building	1	Allowed
Rowhouse Building	1	Allowed
Multifamily Residential Building	2-6	Allowed
Accessory Dwelling Building	N/A	Allowed
Rear Garage Building	N/A	Allowed
Accessory Dwelling Building	1	Allowed
Cottage Cluster Building	4-12	Allowed
Apartment Building	7+	X
Courtyard Apartment Building	7+	X
Mid-rise Residential Building	7+	X
Podium Building	7+	X
Mixed-Use Residential Building	7+	X
Mixed-Use Office Building	N/A	X
Commercial Block Building	N/A	Allowed
Big Box Retail Building	N/A	X
Flexible Use Building	N/A	X
Industrial / Distribution Building	N/A	X
Structured Parking Garage Building	N/A	X
Civic / Institutional Building	N/A	Allowed

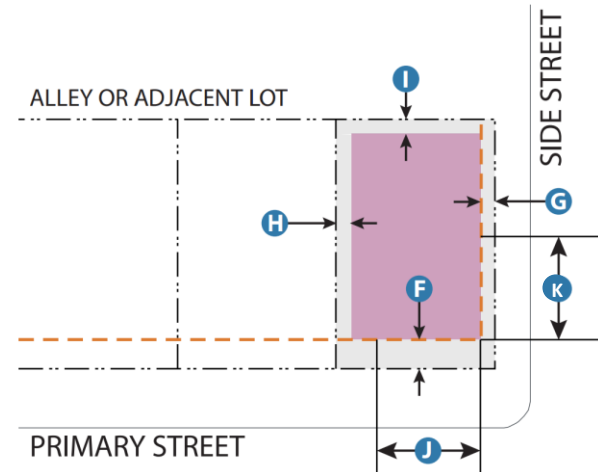
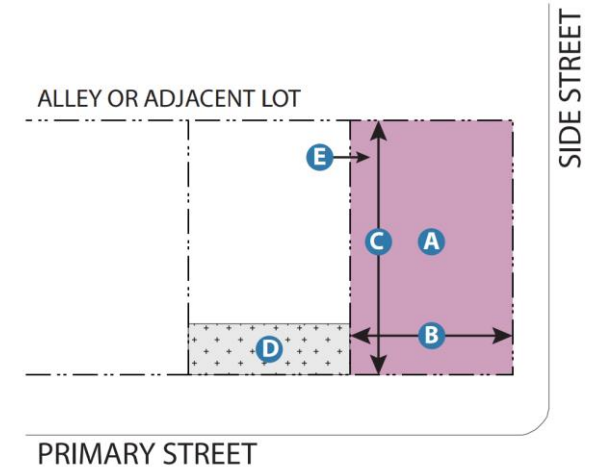


- Typically 2 to 6 units
- Units may be side-by-side, stacked vertically, or in a combination of both configurations
- Pedestrian access oriented toward the primary street, with singular shared or individual entrance(s)



Draft Building Type Standards Example: Multifamily Residential

	Lot / Building	Regulation
A	Lot size	No min, no max
B	Max lot width	100'
C	Max lot depth	100'
D	Min open space	20% of lot
E	Max impervious	85% of lot
F	Front build-to	10' – 15'
G	Side build-to, street	5' – 10'
H	Side setback, lot	Min 5'
I	Rear setback, lot or alley	Min 5'
J	Front build-out	Min 90%
K	Side build-out, street	Min 50%



Example Draft Use Table

Low-scale Neighborhood. Full list of uses in draft document

Use Categories	Low-scale Neighborhood
Civic / Institutional	Maybe
Industrial	No
Infrastructure	Maybe
Office	Maybe
Open Space	Yes
Other	Maybe
Primary retail	Yes
Residential	Yes
Secondary retail	Maybe



Example: Low-scale Residential

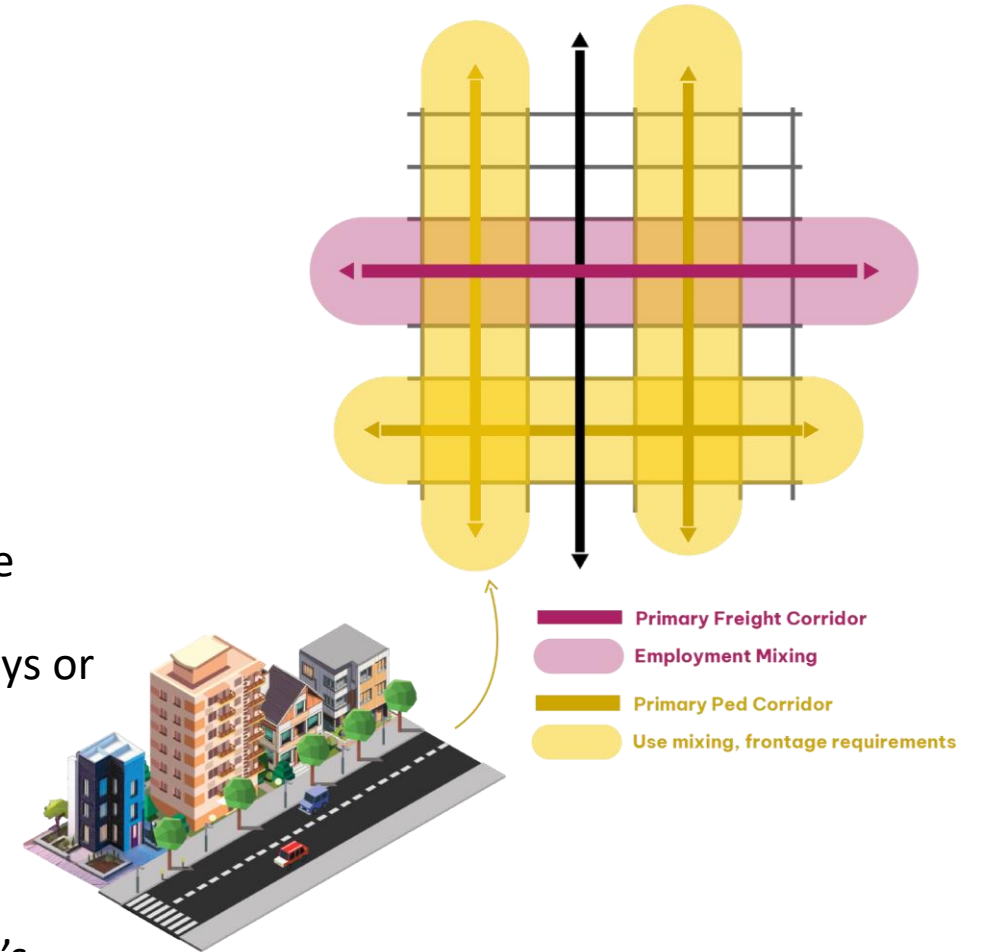
Characterized by lower intensity development and scaled housing that includes middle housing options

Use Categories	Allowed?	Allowed Building Types
Residential	Yes	Single-Family Residential Building
Primary retail	Yes	Townhouse Building
Open Space	Yes	Rowhouse Building
Civic / Institutional	Maybe	Multifamily Residential Building
Infrastructure	Maybe	Accessory Dwelling Building
Office	Maybe	Rear Garage Building
Other	Maybe	Accessory Dwelling Building
Secondary retail	Maybe	Cottage Cluster Building
Industrial	No	Commercial Block Building
		Civic / Institutional Building

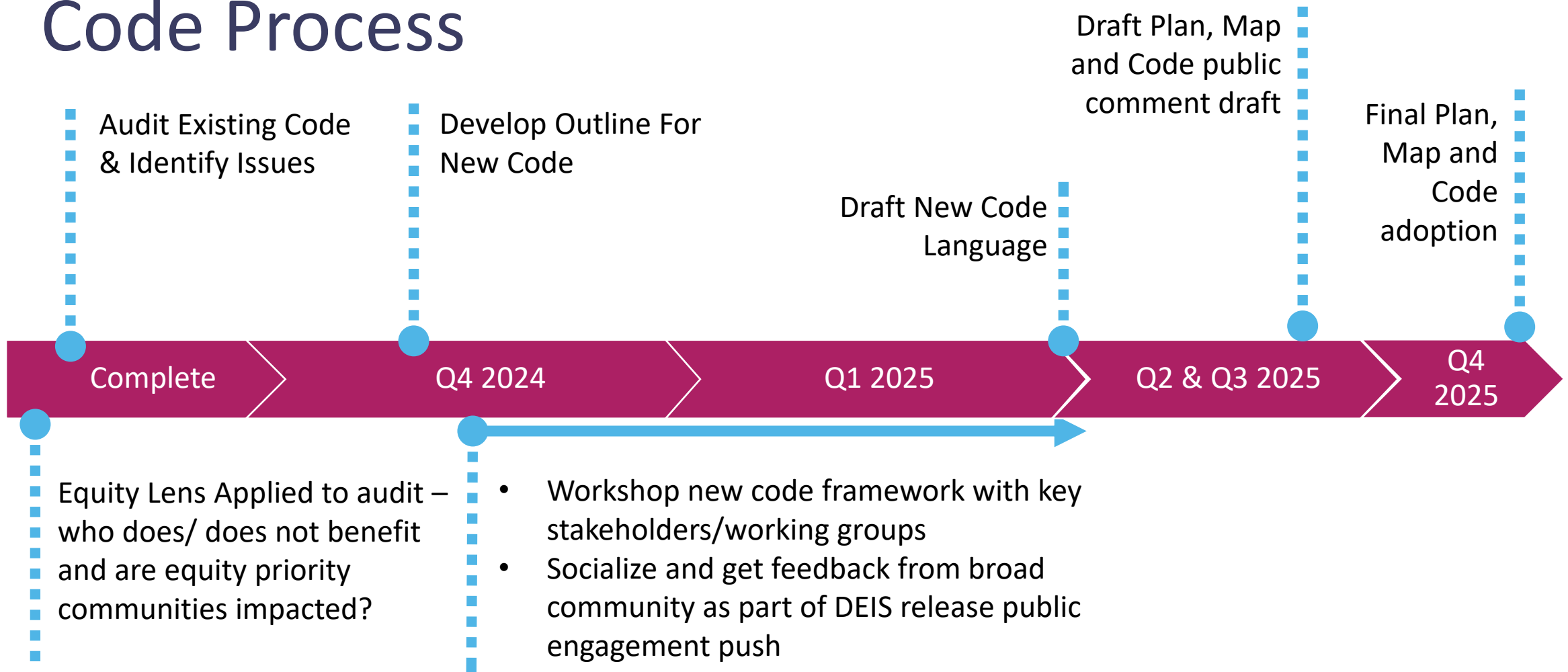
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Overlays

- Address items that **differ within** base districts.
 - e.g., place specific design requirements, ground floor activation and mixing requirements, station areas and enhanced transit corridors, modifications to parking requirements
- Most base districts allow some level of mixing; overlays may be used to **require** this in key areas. Note that the team is still evaluating whether this is most appropriately located in overlays or could be included in base zones.
- Add additional **placed based** design requirements.
- Responds to and will inform future modifications of the Transportation System Plan **modal networks**, defining building's relationship to street.



Code Process



An aerial night photograph of a modern city waterfront. The scene features several multi-story buildings with illuminated windows, a prominent pedestrian bridge with a white cable structure and warm lighting, and a body of water reflecting the city lights. The sky is a mix of deep blue and orange from the setting or rising sun. A semi-transparent purple and blue geometric overlay is present on the left side of the image.

Questions and Discussion

www.beheardvancouver.org/plan2045



MEMORANDUM

DATE: Feb. 24, 2025

TO: City Council

FROM: Lon Pluckhahn, City Manager

RE: OUR VANCOUVER – Title 20 Update Part 2

CC: Rebecca Kennedy, Deputy Director; Mark Person, Senior Planner; Community Development Department

Intent

Second City Council workshop on proposed changes to Title 20 (development code) with additional detail on base districts and building types to support the land use possibilities and updated Comprehensive Plan.

Background

The City of Vancouver's Comprehensive Plan provides the overall long-term vision and policy direction to manage the built and natural environment in Vancouver and provide necessary public facilities to achieve that vision. Title 20 of the Vancouver Municipal Code (VMC) serves as the primary regulatory vehicle to implement the City's Comprehensive Plan, and by reference, the requirements of the Washington State Growth Management Act (GMA). The Comprehensive Plan and code are both subject to annual incremental changes most years.

Since the comprehensive plan was last updated, new laws under GMA require the City to allow 4-6 units on single family lots (HB 1110), and to plan for and accommodate a minimum of approximately 38,000 new housing units affordable at a range of income bands (HB 1220) and 44,000 new jobs by 2045. The City Council has also adopted several policy documents that provide guidance on desired outcomes and goals, including: connected, accessible and equitable neighborhoods; increased housing at all income levels; efficient use of land; safe multimodal transportation options; aggressive climate action and equitable adaptation; increased access to services and opportunities; and prioritizing community health and wellbeing. To achieve these outcomes, the City's regulatory framework must be updated to allow a wider and more diverse range of uses and building types.

Current Code Framework

The current comprehensive land use map – which designates types and intensities of uses allowed throughout the City – is broken down into five general designations – Residential

(Urban Low Density and Urban High Density), Water, Open Space or Public Facility, Commercial/Mixed Use, and Industrial, which segments uses by geographic district. Seventeen specific zoning districts are nested under these Comprehensive Plan designations, and 12 overlays impose additional or varied requirements in specific areas. In general, this structure is based on the traditional Euclidian zoning model that aims to segment incompatible land uses based on perceived externalities and impacts, as was common with many cities in the state of Washington and throughout the country at large in the 20th and early 21st centuries.

As with many other cities nationally, this pattern of development has both directly and indirectly contributed to sprawling land use patterns, auto dependency, inequitable access to housing, and increased greenhouse gas emissions (GHG's) in our community. Currently, 46% of land in the City is dedicated exclusively to single-family residential uses, limiting nearly one half of the City to a single, low intensity development type. This has led to decades of housing underproduction and created a crisis of housing supply in Vancouver and across Washington State. As the City has grown, underproduction led to low vacancy rates, driving up the cost of housing across all type, size and tenure categories, increasing the number of cost-burdened households (defined as households that pay more than 30% of their income for housing), and contributing to the growth of the houseless community.

Given this, it is necessary to explore alternative methods to regulate land use within our community. This includes creating designations and zoning districts that focus more on mixing and integrating land uses, enable a broader range of activities within existing neighborhoods, and provide greater flexibility for development overall.

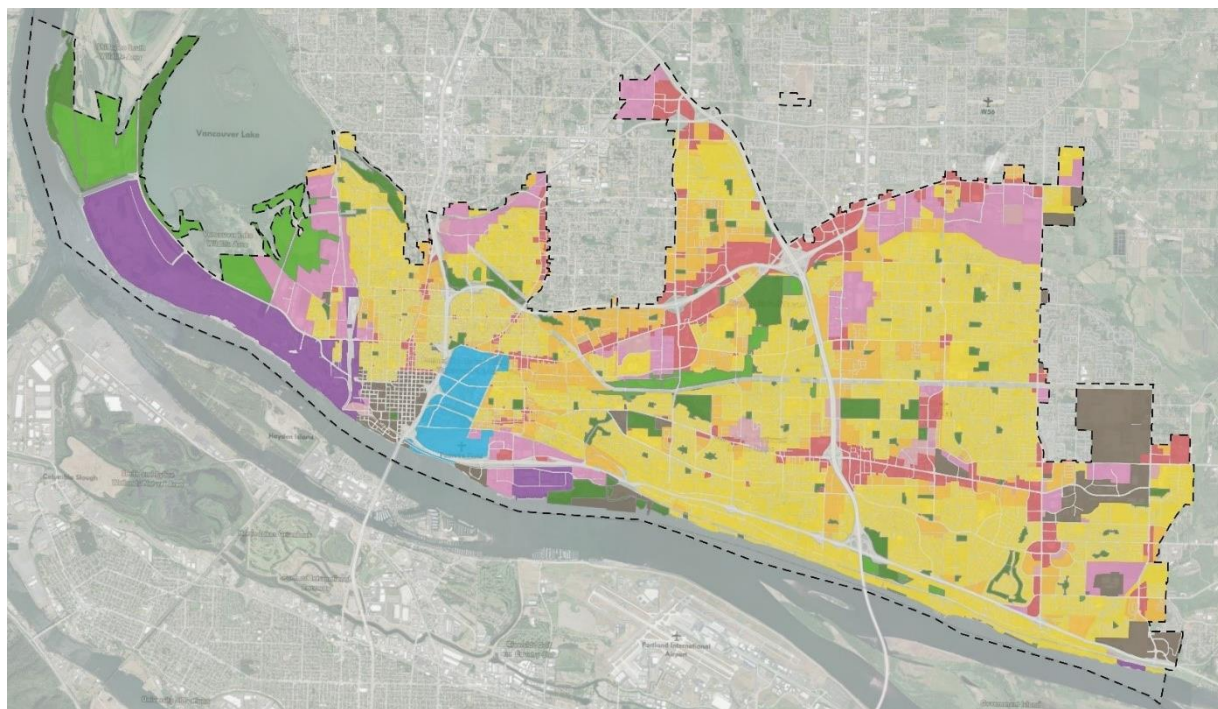


Figure 1. Map showing how existing zoning districts directly convert to the new place types, if no other changes were made.

Proposed New Framework

The City is proposing to move towards a form-based approach to regulating land use, with less emphasis on segregation of uses. Under the new regulatory framework, the *place types* identified in the land use possibilities would serve as the foundation for the new zoning districts. The City’s current zoning framework utilizes 17 distinct zoning districts, and under the proposed approach would be consolidated into 9. Consolidating the number of zoning districts will offer several significant benefits for urban development, land use flexibility, and overall administration of the code. By allowing a wider range of uses within these districts, the city can achieve greater flexibility in land use, build more complete neighborhoods, improve urban form, and enhance economic development opportunities. Fewer, broader districts can focus on guiding the character and scale of development—such as building heights, setbacks, and street interface—rather than restricting specific land uses. This leads to more cohesive neighborhoods where buildings and public spaces complement each other, supporting a more integrated urban fabric. Such environments encourage pedestrian activity, improve public spaces, and create a stronger sense of place.

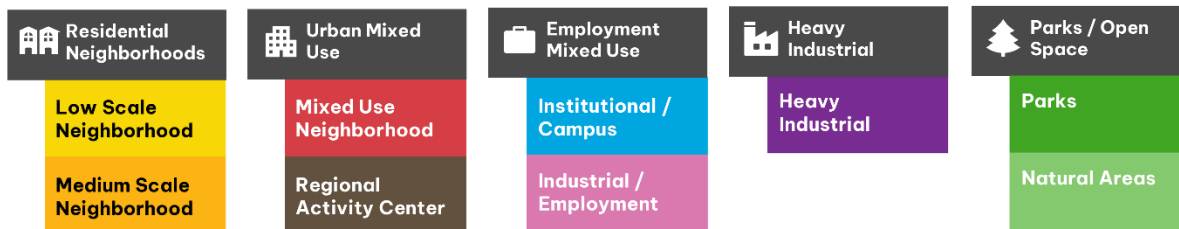


Figure 2. Draft proposed new Comprehensive Plan designations and nested zoning districts (place types).

Overview of New Districts

Table 1 below provides an overview of the proposed zoning districts, the general scale of development, and uses envisioned for each. It also shows the percentage of each district included in the two land use possibilities currently being analyzed through an environmental impact statement process.

District	*A	*B	Uses	Height Range
Parks Districts (TBD)	N/A	N/A	Lands dedicated to public parks, open spaces, trails and greenways.	N/A
Low Scale Neighborhood	45%	39%	Includes single-family, duplexes, townhouses, quadplexes, and sixplexes, small-scale commercial – cafes, salons, professional services and restaurants.	1-3 stories
Med Scale Neighborhood	17%	20%	Includes stacked flats, courtyard and multifamily buildings, commercial activities like cafes, restaurants, small offices, and retail.	2-5 stories
Mixed Use Neighborhood	12%	10%	Includes multifamily buildings at a variety of scales, commercial or retail like professional offices, cafes, restaurants, small grocery stores, retail goods, and medical providers.	3-8 stories
Regional Activity Center	12%	13%	Compact mixed-use development that maximizes residential, commercial, and open space. Housing types include multifamily and mid-rise buildings.	3-12+ stories
Institutional / Campus	2%	3%	Includes buildings for athletic facilities, event spaces, and accessory uses for institutions. Housing types include townhouses, multifamily and mid-rise buildings.	1-12 stories
Industrial / Employment	5%	9%	Large-scale, single-tenant industrial, warehouse, and flex space and smaller, multi-tenant buildings. Housing is not allowed.	1-12 stories
Heavy Industrial	7%	7%	Lands dedicated to heavy industrial uses, including manufacturing and production. Housing is not allowed.	No minimum or maximum

Table 1. Draft proposed new zoning districts with description, height maximums, and citywide percentage of each in the two land use possibilities. *Parks is marked N/A because it stays the same across the no action and two action land use possibilities.

In general, the most significant changes compared to existing zones will happen within the low scale and medium scale neighborhood districts. The proposed framework will allow for up to six units per lot in the low scale neighborhood (in compliance with HB 1110), when current equivalent districts allow a maximum of one or two units per lot, and the inclusion of

small-scale commercial uses in both the low and medium scale neighborhood districts. In all residential districts, maximum density requirements will be removed, and residential density will be regulated by the number of units that can reasonably be constructed under the maximum height limit, lot coverage, and landscaping standards in the district as regulated by building type. All districts will include density minimums to ensure efficient use of land.

Mixed Use Neighborhood and Regional Activity Center will retain similar allowances of uses to the City's existing mixed use and commercial zones, while increasing maximum heights. Relatively few changes are proposed for industrial districts.

Proposed Structure for New Code

The new regulatory approach will focus on the following key components:

- **Base Districts** – Base districts contain minimum density requirements, minimum and maximum height requirements, permitted building types and permitted uses per district. Every parcel within the city will have a base district designation.

District	Minimum Density	Height
Parks Districts (TBD)	N/A	N/A
Low Scale Neighborhood	8 units per acre	No minimum Three stories/45 feet maximum
Med Scale Neighborhood	16 units per acre	Two stories/25 feet minimum Five stories/60 feet maximum
Mixed Use Neighborhood	32 units per acre	Three stories/40 feet minimum Eight stories/90 feet maximum
Regional Activity Center	64 units per acre	Three stories/40 feet minimum No height maximum
Institutional / Campus	No minimum	One story/20 feet minimum 12 stories/150 feet maximum
Industrial / Employment	N/A	One story/20 feet minimum 12 stories/150 feet maximum
Heavy Industrial	N/A	No minimum No maximum

Table 2. Draft proposed base density and minimum and maximum height requirements for new zoning districts.

- **Building Types** – The new framework will specify building types that will be allowed within each base district given the intensity and scale of development appropriate for that area (Table 3 on page 7). Each building type will include regulations for lot coverage, frontage requirements, building length and placement and parking

placement, ensuring that structures are positioned to enhance the public realm. These placement requirements will include build-to lines that define how close buildings must be to the street, promoting a strong street presence, as well as guidelines for the location of parking to ensure it is placed behind or to the side of buildings to minimize visual impact along key pedestrian routes. Pedestrian and vehicle access will also be regulated to ensure safe, convenient, and accessible routes to and from the site. These standards will ensure that buildings are appropriately scaled for their context.

- **Use Requirements** – Permitted uses will be associated with each district. Similar to the existing framework, uses are classified as permitted (p), conditional (c) or not allowed (x). Within each base district, uses will be categorized as primary uses, accessory uses or temporary uses. A primary use refers to the principal activity or purpose carried out within the main building or lot, an accessory use is subordinate to the primary use and a temporary use is one that is not permitted outright but is allowed due to temporary, seasonal or the transient nature of the use. Attachment A shows the full draft use table with both use categories and individual uses that nest under each category.
- **Overlay Districts** – Overlay districts recognize that some areas are more important than others for meeting the City's policy goals and add additional development requirements in order to align with these. Some standards that could potentially live in overlay districts include mixing and ground floor activation requirements, place specific design requirements, and modifications to parking and height requirements. The project team is currently evaluating the appropriate location for this type of variation within the code framework, with the goal of ensuring land use appropriately responds to current and future transit investments and the integration of employment and commercial services within residential areas. Currently, the following overlay districts are being considered:
 - Downtown overlay- to address downtown specific issues, including downtown design guidelines and the airport overlay.
 - Enhanced transit corridors and station areas overlay- considering modifications to parking requirements and height maximums in these areas, to support development of housing and services near transit and leverage previous public investments in transit and pedestrian infrastructure in these areas.
 - Ground Floor Activation overlay- areas where ground floor commercial/retail would be required, rather than just allowed.

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February 24, 2025

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Building Types	Typical units	LS	MS	MX	RA	IC	IE	HI
Single-Family Residential Building	1	Allowed	Allowed	X	X	X	X	X
Townhouse Building	1	Allowed	Allowed	X	X	X	X	X
Rowhouse Building	1	Allowed	Allowed	Allowed	X	X	X	X
Multifamily Residential Building	2-6	Allowed	Allowed	Allowed	X	X	X	X
Accessory Dwelling Building	N/A	Allowed	Allowed	Allowed	X	X	X	X
Rear Garage Building	N/A	Allowed	Allowed	Allowed	X	X	X	X
Accessory Dwelling Building	1	Allowed	Allowed	Allowed	X	X	X	X
Cottage Cluster Building	4-12	Allowed	Allowed	Allowed	X	X	X	X
Apartment Building	7+	X	Allowed	Allowed	Allowed	X	X	X
Courtyard Apartment Building	7+	X	Allowed	Allowed	Allowed	X	X	X
Mid-rise Residential Building	7+	X	X	Allowed	Allowed	Allowed	X	X
Podium Building	7+	X	X	Allowed	Allowed	X	X	X
Mixed-Use Residential Building	7+	X	Allowed	Allowed	Allowed	Allowed	X	X
Mixed-Use Office Building	N/A	X	X	Allowed	Allowed	X	Allowed	X
Commercial Block Building	N/A	Allowed	Allowed	Allowed	Allowed	X	X	X

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February 24, 2025

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Building Types	Typical units	LS	MS	MX	RA	IC	IE	HI
Big Box Retail Building	N/A	X	X	X	X	X	Allowed	Allowed
Flexible Use Building	N/A	X	X	X	Allowed	Allowed	Allowed	Allowed
Industrial / Distribution Building	N/A	X	X	X	X	X	Allowed	Allowed
Structured Parking Garage Building	N/A	X	X	Allowed	Allowed	Allowed	Allowed	Allowed
Civic / Institutional Building	N/A	Allowed	Allowed	Allowed	Allowed	Allowed	Allowed	X

Table 3. Draft Building Types and allowances within each base district.

- Parking** - Currently, parking is regulated under VMC section 20.945.070 and based on use type and not regulated by zoning district. Table 20.945.070-2 specifies the use types and minimum standards associated with each use. It is well documented that off-street parking requirements tend to drive up the cost of development overall, particularly housing costs, and result in efficient use of land. The project team is developing a recommendation related to parking, including eliminating minimums and instituting maximums in some areas, that will be brought to the Planning Commission and City Council as we continue to refine the code. We are also exploring potential options for calibrating parking, including individual parking studies, the development of a residential TDM program for developments over a certain threshold, and updated shared parking strategies.

Updates to the Code Framework Since the Last Council Workshop

Since the City Council's last workshop on the proposed new code framework on November 18, 2024, draft minimum and maximum densities and more complete use and building type tables have been developed for each zoning district (as outlined in Table 2 and Table 3 above and Attachment A to this memo). Based on feedback from developers and builders, some height requirements have been changed, including:

- Increase maximum height to 45 ft. in Low Scale Neighborhood, but not number of floors, which remain at a maximum of three (3).
- Increase maximum height to 60 ft. in Medium Scale Neighborhood.
- Reduction from minimum height of two (2) floors to minimum height of one (1) floor in the Industrial/Employment and Institutional/Campus zones.

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Previous City Council Review

- April 4, 2022, City Council Workshop: Comprehensive Plan - Initiation and Scope Review
- December 19, 2022, City Council: Comprehensive Plan – Contract approval
- February 6, 2023, City Council Workshop: Comprehensive Plan - Update
- February 27, 2023, City Council: Comprehensive Plan – Charter Resolution
- March 20, 2023, Joint City Council and Planning Commission Workshop: Comprehensive Plan – Approach to Equity Framework
- June 26, 2023, City Council Workshop: Comprehensive Plan - Community Partnership Framework
- July 3, 2023, City Council Workshop: Comprehensive Plan - Equity Framework
- October 2, 2023, City Council Workshop: Comprehensive Plan - Goals Framework
- December 18, 2023, City Council: Comprehensive Plan - Equity, Community Partnership, and Goals Frameworks
- March 4, 2024, City Council Workshop: Comprehensive Plan - Land Use Possibilities Methods and Assumptions
- April 1, 2024, Joint City Council and Planning Commission Workshop: Comprehensive Plan – Land Use Possibility Mapping Activity
- June 17, 2024, City Council Workshop: Comprehensive Plan – Vision Statements, Connected and Accessible Neighborhoods, Community Engagement
- September 9, 2024, City Council Workshop: Land Use Possibilities Pt. 1
- September 16, 2024, City Council Workshop: Land Use Possibilities Pt. 2
- November 18, 2024, City Council Workshop: Updated Code Framework Pt. 1.

Next Steps

- March 2025: Third WS with Planning Commission on Updated Code Framework, workshops with both City Council and Planning Commission on draft Plan goals and policies.
- April 2025: Workshop review with both the City Council and Planning Commission on preliminary Draft Environmental Impact Statement (DEIS) findings on the land use possibilities.
- May 2025: Continued City Council and Planning Commission review of DEIS findings and public comments received, and initial discussion on a potential preferred land use possibility.
- June 2025: Refinement of preferred possibility based on DEIS findings and public comment, endorsement of preferred land use possibility, and continued review and refinement of plan goals and policies.
- July 2025: Public comment draft of Plan, Preferred Land Use Possibility map, and Title 20 development code, and review of these with project working groups, broader community, relevant Boards and Commissions and City Council.
- Continued community engagement with project partners and working groups, and the broader community.
- August- October: continued refinement of Plan goals and policies, Title 20 development code, and additional implementation steps. Late October- December: adoption process with Planning Commission and City Council, supported by Final Environmental Impact Statement (FEIS) findings.

Comprehensive Plan Update – Title 20 Update Part 2

February 24, 2025

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Attachment

- Attachment A: Draft Proposed Use Table

Staff Contact

- Mark Person (he/him), Senior Planner, Community Development;
Mark.Person@cityofvancouver.us
- Rebecca Kennedy (she/her), Deputy Director, Community Development
Rebecca.Kennedy@cityofvancouver.us

SECTION 4.0

Use Requirements

PURPOSE OF THIS SECTION.

The purpose of this section is to regulate the types of land use activities and functions permitted on lots for the base zoning districts established within this code. This section identifies the categories of uses, types of use approvals, types of primary uses, and specific standards that are applicable to land use permits for the base zoning districts.

Use categories.

The three (3) categories of use are as follows:

Use categories	Description
Primary use	A primary use refers to the principal activity or purpose carried out within the main building on a lot, serving as the main land use influence on the surrounding area. Primary uses may have accessory uses or other primary uses that are associated with the primary use on the same lot. All primary uses must comply with the requirements of this section.
Accessory use	An accessory use is subordinate to a primary use in a main building on the same lot. All accessory uses are dependent upon the presence of an approved primary use for a main building on the same lot.
Temporary use	A temporary use is one that is not permitted outright, but that may not have an adverse impact to surrounding areas due to the temporary, seasonal, or transient nature of its use.

Use approvals.

The three (3) types of use approvals are as follows:

Use approvals	Description
Permitted use [P]	A permitted use is a use type that is permitted outright in the base zoning district and subject to all of the applicable provisions of this code. Permitted uses may have additional use standards that are associated with their approvals.
Conditional use [C]	A conditional use is a use type that requires review by a hearing examiner for the base zoning district. Conditional uses may have standards that are associated with their approvals.
Prohibited use [X]	A prohibited use is a use type that is not permitted in the base zoning district under any circumstances. No standards are associated with prohibited uses.

PRIMARY USES.

A primary use refers to the principal activity or purpose carried out within the main building on a lot, serving as the main land use influence on the surrounding area. Primary uses may have accessory uses or other primary uses that are associated with the primary use on the same lot. All primary uses must comply with the requirements of this section. The nine (9) types of primary uses are as follows:

Types of primary uses	Description
4.1 Civic / institutional uses	Civic / institutional uses are a primary land use type that includes facilities and spaces dedicated to serving public needs and supporting governmental, medical, educational, cultural, or religious functions. These uses are typically accessible to the public and contribute to the social and cultural infrastructure of the community.
4.2 Industrial uses	Industrial use are a primary land use type that includes facilities and spaces dedicated to the production, manufacturing, processing, warehousing, distribution, or repair of goods, as well as related research and development. These uses are typically characterized by operations that may generate higher levels of noise, emissions, truck traffic, or other external impacts.
4.3 Infrastructure uses	Infrastructure Uses are a primary land use type encompassing facilities and spaces essential for the movement of people and goods, as well as the delivery of critical services across the city. This includes transportation networks, utility systems, rail infrastructure, and communication facilities, all of which support urban functionality, connectivity, and growth.
4.4 Office uses	Office uses are a primary land use type that includes facilities and spaces used for professional, administrative, business, or clerical activities, typically conducted indoors with minimal environmental or external impacts on surrounding areas.
4.5 Open space uses	Open space uses are a primary land use type that includes land preserved or developed for outdoor activities, ecological function, or community interaction. These spaces are regulated by their form, design elements, and relationship to surrounding structures, rather than specific activities alone.
4.6 Other uses	Other uses are any primary use which is not listed in this code. Primary uses not defined by this code shall utilize Section 20.160.030 Unlisted Use: Authorization of Similar Use process , in which the planning official will determine land use compatibility for a use not listed.
4.7 Primary retail	Primary retail uses are a primary land use type that includes facilities and spaces dedicated to the sale of goods, merchandise, or services directly to consumers. These uses are typically located on ground floors in pedestrian-oriented areas and are designed to generate foot traffic and contribute to the economic vitality and vibrancy of the streetscape.
4.8 Residential uses	Residential uses are a primary land use type that includes facilities and spaces intended for long-term habitation by individuals or households. These uses may include a range of housing types and densities, from single-family homes to multi-family developments, and are typically designed to support a mix of lifestyles and household needs.
4.9 Secondary retail Uses	Secondary retail uses are a primary land use type that includes facilities and spaces which complement primary retail uses but are not the primary drivers of foot traffic or economic activity in an area. These uses often provide support or specialized goods and services that enhance the overall retail environment.

Primary uses by base zoning district.

● Permitted Use ◐ Conditional Use ○ Prohibited Use

	LS	MS	MX	RA	IC	IE	HI	PO
4.1 Civic / institutional uses								
Ambulance services				●	●	●		
Community centers	●	●	●	●	●	●		●
Cultural institutions	●	●	●	●	●	●		●
Colleges	◐	◐	◐	●	●	●		
Community recreation	●	●	●	●	●	●		●
Day care (child care centers and institutional adult day care)	●	●	●	●	●	●		
Detention and post-detention facilities					●	●	●	
Emergency services (except ambulance)	◐	◐	◐	●	●	●		
Medical centers	●	●	●	●	●	●		
Religious institutions	●	●	●	●	●	●		
Schools (public and private)	●	●	●	●	●	●		
Social / fraternal and clubs / lodges	●	●	●	●	●	●		
4.2 Industrial uses								
Bulk fossil fuel storage and handling facility							◐	
Cleaner fuels storage and handling facility							◐	
Energy plants							●	
Industrial services			◐	◐	●	●	●	
Manufacturing and production			◐	◐	●	●	●	
Mining								
Organic materials management facilities	◐	◐	●	●	●	●	●	
Recycling facilities							◐	
Research and development			◐	◐	●	●	●	
Small fossil fuel or cleaner fuel storage and distribution facilities							●	
Truck stops						●	●	
Warehouse / freight movement							●	
Waste-related							◐	
Wholesale sales							●	
4.3 Infrastructure uses								
Airports / airparks						◐	●	
Basic utilities	◐	◐	◐	●	●	●		
Heliports			◐	◐	◐	◐		
Major utility facilities					◐	◐	●	◐
Marina			◐	◐	◐			◐
Park and ride facilities	◐	◐	◐	●	●	●		◐
Railroad yards							●	

*Primary uses that have associated use requirements to meet approvals will be identified in this table.

Primary uses by base zoning district.

● Permitted Use ◐ Conditional Use ○ Prohibited Use

	LS	MS	MX	RA	IC	IE	HI	PO
4.3 Infrastructure uses (continued...)								
Rail lines / utility corridors							●	◐
Structured parking facilities (i.e., parking garages)		●	●	●	●	●	●	◐
Surface parking facilities (i.e., parking lots)		◐	◐	◐				◐
Transportation facilities	◐	◐	◐	●	●	●		◐
Wireless communication facilities			◐	◐	◐	◐	●	◐
4.4 Office uses								
Extended office	◐	◐	●	●	●	●	●	
General office	●	●	●	●	●	●	●	
Medical office	●	●	●	●	●	●	●	
4.5 Open space uses								
Agriculture / horticulture / silviculture	◐	◐	◐	●	●	●	●	●
Cemeteries	◐	◐	◐	◐	◐	◐	◐	◐
Fish hatcheries								●
Motorized recreational activities								◐
Parks / open space (neighborhood, community, trails)	●	●	●	●	●	●		●
Parks / open space (regional)	◐	◐	◐	◐	◐	◐		●
4.6 Other uses								
Any other primary use not defined by this code.	See Section 20.160.030 Unlisted Use: Authorization of Similar Use process							
4.7 Primary Retail Uses								
Artisan and specialty goods production	●	●	●	●	●	●		
Eating and drinking establishments	●	●	●	●	●	●		
Sales-oriented	●	●	●	●	●	●		
4.8 Residential Uses								
Accessory dwelling units	●	●	●					
Cottage cluster dwellings	●	●	●					
Group living	●	●	●	●				
Household living	●	●	●	●				
Manufactured home or home developments (all types)	●	●						
Medical center residential	●	●	●	●	◐	◐		
Multi-family dwellings (2-6 units)	●	●	●					
Multi-family dwellings (7 or more units)		●	●	●	●			
Single-family dwellings (attached; 2 or more units)	●	●	●		●			
Single-family dwellings (detached; 1 unit)	●	●						
Temporary shelter / housing (i.e., safe stays)	●	●	●	●	●			

*Primary uses that have associated use requirements to meet approvals will be identified in this table.

Primary uses by base zoning district.

● Permitted Use ◐ Conditional Use ○ Prohibited Use

	LS	MS	MX	RA	IC	IE	HI	PO
4.9 Secondary retail uses								
Animal kennel / shelters			◐	◐	◐	●	●	
Adult entertainment					◐	◐	◐	
Auto salvage / repair						●	●	
Bulk sales (furniture, large appliances, home improvement, etc.)			●	●	●	●	●	
Commercial and transient lodging (i.e., hotels, etc.)	●	●	●	●	●	●		
Dog day care	●	●	●	●	●	●	●	
Electric vehicle (EV) battery exchange station			●	●	●	●	●	
Electric vehicle (EV) charging station (stand alone)	●	●	●	●	●	●	●	
Indoor entertainment (bowling alley, arcade, movie theaters, etc.)			●	●	●	●		
Major event entertainment (stadiums, arenas, amphitheaters, etc.)	●	●				●	●	
Motor vehicle sales / rental					●	●	●	
Motor vehicle servicing / repair					●	●	●	
Outdoor sales (nurseries, lumberyards, etc.)			●	●	●	●	●	
Personal services	●	●	●	●	●	●	●	
Repair-oriented (bicycles, clocks, jewelry, guns, appliances, etc.)	●	●	●	●	●	●	●	
Self-service storage			●	●	●	●	●	
Vehicle fuel sales (i.e, gas stations)			◐	◐	◐	●	●	

*Primary uses that have associated use requirements to meet approvals will be identified in this table.

February 10, 2025

Council Dinner / Administrative Updates (6:00 - 6:30 PM)

Regular Council Meeting

6:30 PM

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

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

Vancouver City Council meeting minutes are a record of the action taken by Council. To view the CVTV video recording, including presentations, testimony and discussion, for this meeting please visit:

https://www.cvtv.org/vid_link/37133?startStreamAt=0&stopStreamAt=7279

Electronic audio recording of City Council meetings are kept on file in the office of the City Clerk for a period of six years.

Pledge of Allegiance

Call to Order and Roll Call

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

Present: Councilmember Perez, Councilmember Fox, Councilmember Paulsen, Councilmember Stober, Councilmember Hansen, Mayor McEnerny-Ogle

Absent: Councilmember Harless

Motion by Councilmember Paulsen, seconded by Councilmember Perez, and Yes: 6, No: 0, Abstaining: 0, to excuse Councilmember Harless. Absent from vote: Councilmember Harless.

Approval of Minutes

Minutes - February 3, 2025

Motion by Councilmember Hansen, seconded by Councilmember Paulsen, and Yes: 6, No: 0, Abstaining: 0, to approve the February 3, 2025, meeting minutes. Absent from vote: Councilmember Harless.

Proclamations

Black History Month

Mayor McEnerny-Ogle read and presented a proclamation to Larry Nelson, President of the Vancouver Washington Chapter of the NAACP, proclaiming February 2025, as Black History Month.

Community Communication

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

Mayor McEnerny-Ogle opened Community Communication and received testimony from the following community members regarding any matter on the agenda not scheduled for a Public Hearing:

- *Kimberlee Goheen Elbon, La Center, WA*

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

Consent Agenda

The following items will be passed by a single motion to approve all listed actions and resolutions. There will be no discussion on these items unless requested by Council. If discussion is requested, the item will be moved from the Consent Agenda and considered separately – after the motion has been made and passed to approve the remaining items.

Council pulled item 6 for discussion.

Motion by Councilmember Fox, seconded by Councilmember Perez, and Yes: 6, No: 0, Abstaining: 0, to approve Items 1-5, 7 and 8 on the Consent Agenda. Absent from vote: Councilmember Harless.

Motion by Councilmember Paulsen, seconded by Councilmember Perez, and Yes: 6, No: 0, Abstaining: 0, to approve Item 6 on the Consent Agenda. Absent from vote: Councilmember Harless.

1. Construction Acceptance - Devine Road Bicycle and Pedestrian Safety Improvements

Staff Report: 024-25

Request: On Monday, February 10, 2025, accept the Devine Road Bicycle and Pedestrian Safety Improvements project as constructed by Western United Civil Group LLC, of Yacolt, Washington, and authorize the release of retainage bond, subject to receipt of all documentation required by law.

Bailey Pohl, Civil Engineer, Bailey.Pohl@cityofvancouver.us

Motion approved the request.

2. Construction Acceptance - East Fourth Plain Blvd National Highway System Main Street to Fort Vancouver Way

Staff Report: 025-25

Request: On Monday, February 10, 2025, accept the East Fourth Plain Blvd National Highway System Main Street to Fort Vancouver Way project constructed by Lakeside Industries, of Vancouver, Washington, and authorize the release of retainage bond, subject to receipt of all documentation required by law.

Bailey Pohl, Civil Engineer, Bailey.Pohl@cityofvancouver.us

Motion approved the request.

3. Construction Acceptance - Fourth Plain Community Commons - (Bid #22-29)

Staff Report: 026-25

Request: On Monday, February 10, 2025, accept the Fourth Plain Community Commons project as constructed by Ross Builders Northwest of Hillsboro, Oregon, and authorize the release of the retainage bond, subject to receipt of all documentation required by law.

Shannon Williams, Senior Planner,
shannon.williams@cityofvancouver.us

Motion approved the request.

4. Bid Award - Pearson Pump Station Replacement

Staff Report: 027-25

Request: On Monday, February 10, 2025, award a contract for the construction of the Pearson Pump Station and authorize the City Manager, or designee, to execute the same.

Sheryl Hale, Senior Engineering Supervisor,
sheryl.hale@cityofvancouver.us

Motion approved the request.

5. Contract Amendment - Approval for an Increase in Purchasing for Emergency Add-On Equipment for City Owned Vehicles - Contract C-101734

Staff Report: 028-25

Request: On Monday, February 10th, authorize the City Manager, or designee, to raise the contract threshold from \$300,000 to \$2,500,000 to accommodate upfitting Police vehicles (the majority being for patrol) for the next four years.

Jake Mahan, Senior Management Analyst,
jake.mahan@cityofvancouver.us

Motion approved the request.

6. Contract Amendment - Increase Spending with Marlow Macht MD - C-101542

Staff Report: 029-25

Request: On Monday, February 10, 2025, authorize the City Manager, or designee, to approve the contract increase to \$608,000 with Clark County Medical Program Director.

Ron Gibson, Financial Analyst, Ron.Gibson@cityofvancouver.us

Motion approved the request.

7. Resolution of Grant Allowing Funding for Design and Bidding Services on Airport Terminal Renovation Project

A RESOLUTION authorizing the City of Vancouver to enter into an agreement with the Federal Aviation Administration (FAA) to accept an airport grant for the Design and Bidding Services on the Airport Terminal Renovation Project 3-53-0139-021-2025 at Pearson Field Airport.

Staff Report: 030-25

Request: On Monday, February 10th, 2025, adopt a resolution and authorize the City Manager, or designee, to enter into an agreement with the Federal Aviation Administration (FAA) to accept a grant in an amount of \$177,731 for the Design and Bidding Services on the Airport Terminal Renovation Project, 3-53-0139-021-2025.

Meredith Fox, Airport Manager, meredith.fox@cityofvancouver.us

Motion adopted Resolution M-4324 to approve the request.

8. Approval of Claim Vouchers

Request: Approve claim vouchers for February 10, 2025.

Motion approved claim vouchers in the amount of \$8,815,903.74.

Public Hearings

The following item(s) are scheduled for public hearing. Members of the public addressing Council are requested to give their name and city of residence for the audio record. Unless otherwise announced by the Presiding Officer, speakers are to limit their testimony to three minutes for each public hearing.

9. Heights Business Improvement Area

AN ORDINANCE establishing the Heights Business Improvement Area under chapter 35.87A RCW; adding a new chapter 3.50 to VMC; enacting new sections VMC 3.50.010, 3.50.020, 3.50.030, 3.50.040, 3.50.050, 3.50.060, 3.50.070, 3.50.080, and 3.50.090; and providing for severability and an effective date.

Staff Report: 023-25

Request: On Monday, February 10, 2025, upon second reading and a public hearing, approve the ordinance to establish a Business Improvement Area to be known as the Heights Business Improvement Area.

Amy Stewart, Real Estate Project Manager,
amy.stewart@cityofvancouver.us

Amy Stewart, Real Estate Project Manager, provided an overview of the Heights Business Improvement Area.

Council discussed the item briefly with staff.

Mayor McEnerny-Ogle opened the public hearing and received testimony from the following community members:

- *Kimberlee Goheen Elbon, La Center, WA*
- *Jim Williamson, Vancouver*

There being no further testimony, Mayor McEnerny-Ogle closed the public hearing.

Motion by Councilmember Paulsen, seconded by Councilmember Perez, and Yes: 4, No: 2, Abstaining: 0, to approve Ordinance M-4497. Absent from vote: Councilmember Harless.

Communications

A. From the Council

B. From the Mayor

C. From the City Manager

Adjournment

8:30 p.m.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

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

From: [Stephen Cottle](#)
To: [City Council](#)
Subject: Request to have Northcrest Community Church removed from the Heights Business Improvement Area before it's adoption
Date: Monday, February 10, 2025 8:37:13 AM

You don't often get email from [REDACTED]. [Learn why this is important](#)

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

To the Mayor, City Manager and City Council members of Vancouver, WA,

As the pastor and chair of the board for Northcrest Community Church in Vancouver, WA we are writing you to ask you to remove our church property from the Heights Business Improvement Area that you are considering for final approval on Monday Evening, February 10, 2025.

Several reasons to exclude us stand out. Firstly, we are the only non-governmental entity and property that is not within the actual developmental area as defined but rather adjacent to it. Secondly, we have had it communicated to us on multiple occasions that all the churches would be removed from this area of consideration and yet our church property is the only one that has been included. The reason given to us for our inclusion was that we would benefit from the improvements. It is hard for us to imagine that we would benefit more than several other churches in close proximity to this area. And thirdly, from the very beginning of our talks with the planners in 2019, the planners who have spoken to us have made it clear that they want our corner to be part of this development. This is and has been an idea that we were willing to entertain and talk freely with the city over, yet it seems as though this special assessment applied to our property looks like a very creative way for you to exercise control of our property rather than through "eminent domain". From the beginning of this discussion, we have been willing to collaborate with you and have been willing to talk about what needs to take place for both of us to reach our set goals in this development. We have made clear on several occasions that we would certainly entertain a reasonable offer from a developer of your choice to allow the development of this corner. We have been on this corner for 75+ years and feel it is in the best interest of both you and us to honor the investments that multiple generations of Vancouver residents have made in this city on this property. The current action appears very heavy-handed to us, and it is unnecessary.

We ask you to reconsider including our property in this improvement area for said reasons and to speak further with us concerning reaching an amicable and mutually beneficial agreement with us in the near future.

Thank you for your consideration,

DJ Millay – Chair of the Board of Elders of Northcrest Community Church

Rev. Stephen Cottle – Pastor and Board Member

Ross Mauer – Board Member



Date: February 7, 2025

To: Mayor Anne McEnerny-Ogle
Vancouver City Council
Amy Stewart, Real Estate Project Manager, City of Vancouver
Patrick Quinton

From: Craig Angelo,
Albert Angelo III
The Al Angelo Co.

RE: Proposed Business Improvement Area at the Heights (Heights BIA)

Mayor, Council Members and Mr. Quinton:

The purpose of this memorandum is to communicate to you our concerns and questions about the proposed Heights BIA.

The Al Angelo Company has been long-time property owners in the Tower Mall area. We have also been largely supportive of the efforts by the city to invest and revitalize the local area. Further, we are pleased to see that the first three city-owned lots are progressing towards development, as well that the city has received federal grant funding support for the site infrastructure construction.

We have met previously with Mr. Quinton and Mrs. Stewart and received an introduction to this proposal. We were not able to coordinate schedules to meet with the City's consultant, Uncommon Bridges, during the week of December 6-12.

We do have and reference the Staff Report 270-24, A Resolution to initiate a Business Improvement Area to be known as the Heights Business Improvement Area (Heights BIA). As presently described, this Resolution presents to us several concerns and questions that we wish to share with you:

Need/Justification

According to the language of the Heights BIA Resolution, “would only cover the costs of the enhanced services, not the full maintenance and operational costs. A budget would be prepared to capture the actual expenses of the enhanced services and annual assessments...”.

The proposed right-of-way improvements (ROW) presented in the master plan are significantly enhanced from the city’s standard complete streets road sections, resulting in the need to find funding resources above and beyond the typical maintenance costs budgeted by the City.

Questions/Comments:

- Has there been value engineering completed to assess opportunities to reduce the additional infrastructure costs?
- Do the revenues from the development (e.g., sales tax, increased property tax, business license head tax, etc.), if dedicated to the Heights, not already cover additional costs incurred by the enhanced ROW? Appears there is, at full buildout, to be hundreds of millions of investments in new buildings on the Tower Mall site.

Levy Rate/Cost Estimate

Our understanding is that beginning in 2028, a levy of \$0.25-\$0.30/per square foot of property will be assessed to each property owner within the BIA area. This rate will increase each year with the higher of 3% or CMI. We estimate that cost will be about \$35,000 year for our properties in 2028.

Questions/Comments:

- How was the levy rate estimated?
- Has there been consideration of phasing in the levy with the development of each site? If properties have yet to improve/develop their sites, there is not a need for fully funding a clean and safe program. Consider implementation of the levy on property owners once the site improvement/development construction is completed, and hence the property owner/tenants are then utilizing and receiving benefit from BIA program.

Business Improvement Area Board

We understand that a board will be established to manage and operate the Heights BIA, that would be administered by a staff person. Per the Staff Report, "The staffing costs for a part-time member of staff are included in the assessment calculations."

Questions/Comments:

- When does this Board get established? What is the trigger for establishment of this Board?
- With establishment of the BIA, is that the framework that ensures the levy monies are kept and used within the BIA area?
- Is the staff person for administration of the BIA a city staff person or independent of the city?

We have been generally supportive of the city's efforts, dating back to the acquisition of the Tower Mall property and have followed and engaged at key points in the planning process.

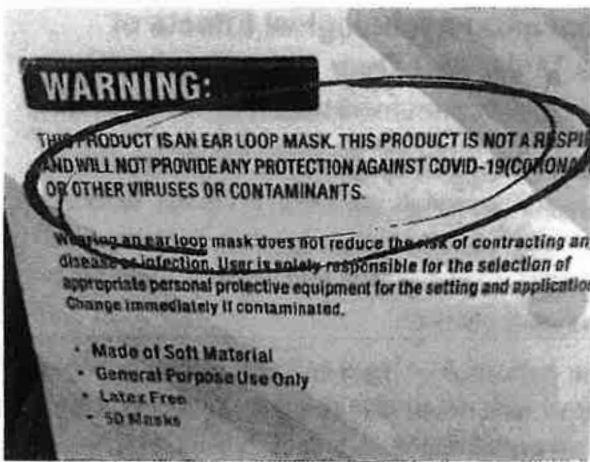
However, the Heights BIA presents as a bit of contradiction to the prior efforts in that there are many opportunities for the property owners/developers to receive financial incentives to develop the properties, but yet then are subjected to a property levy to cover public facility maintenance and operations funding shortfall (for this area).

We look forward to hearing from you.
Thank you.



Craig E. Angelo

Cc: Steve Lodzinski, CFO, Al Angelo Company
Tim Leavitt, Practice Area Leader – Civil and Land Development, DOWL, Inc.



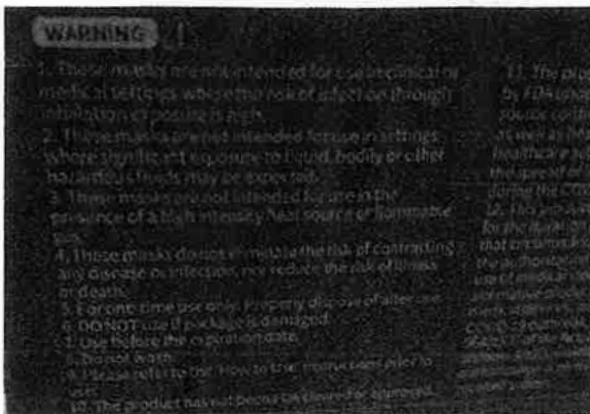
MASK: WARNING ON THE BOX

"You need to google "search masks" and look in any scientific journal before 2020. There is never a pretense of pretending that surgical masks worked for viruses.

It's a ludicrous, ludicrous statement. It's like... using a chain link fence to keep out a mosquito.

It's totally irrelevant."

Dr. Simone Gold



#4 These masks do not eliminate the risk of contracting any disease or infection, nor reduce the risk of illness or death.

#5 For one-time use only. Properly dispose of after use.

#11 The product has been authorized by FDA under an EUA for use as source control by the general public as well as healthcare personnel in healthcare settings to help prevent the spread of infection or illness during COVID-19 pandemic.

#12 This product is authorized only for the duration of the declaration that circumstances exist justifying the authorization of the emergency use of medical devices, including medical devices, during the COVID-19 outbreak, under section ...

The N95s are designed to reduce the wearer's inhalation exposure to infectious and harmful particles from the environment such as during extermination of insects and for Tuberculosis. In contrast, surgical masks are designed to provide a barrier protection against splash, spittle and other body fluids to spray from the wearer (such as surgeon) to the sterile environment (patient during operation) for reducing the risk of contamination.

www.ncbi.nlm.nih.gov/pmc/articles/PMC7680614/

A German study using data from 25,930 children showed that 68% reported adverse effects from wearing facemasks. Among them, 29.7% reported feeling short of breath, 26.4% being dizzy and 17.9% were unwilling to move or play. 9 Hundreds more experienced "accelerated respiration, tightness in chest, weakness and short-term impairment of consciousness." Additional symptoms were also reported among the children, who wore facemasks for an average of 270 minutes a day.

<https://assets.researchsquare.com/files/rs-124394/v1/50eb83f9-5a10-44ee-80c4-4de6dd61c6f1.pdf?c=1614364831>

German Neurologist Warns Against Wearing Facemasks: 'Oxygen Deprivation Causes Permanent Neurological Damage:

"The reinhalation of our exhaled air will without a doubt create oxygen deficiency and a flooding of carbon dioxide. We know that the human brain is very sensitive to oxygen deprivation. There are nerve cells for example in the hippocampus that can't be longer than 3 minutes without oxygen - they cannot survive. The acute warning symptoms are headaches, drowsiness, dizziness, issues in concentration, slowing down of reaction time - reactions of the cognitive system.

However, when you have chronic oxygen deprivation, all of those symptoms disappear, because you get used to it. But your efficiency will remain impaired and the under-supply of oxygen in your brain continues to progress. "

We know that neurodegenerative diseases take years to decades to develop. If today you forget your phone number, the breakdown in your brain would have already started 20 or 30 years ago.

While you're thinking that you have gotten used to wearing your mask and rebreathing your own exhaled air, the degenerative processes in your brain are getting amplified as your oxygen deprivation continues.

... the lost nerve cells will no longer be regenerated. What is gone is gone."

www.parconditio.it/german-neurologist-warns-against-wearing-facemasks-oxygen-deprivation-causes-permanent-neurological-damage/v



Physiological and Psychological Effects of Wearing Face Mask and Their Potential Health

<https://www.ncbi.nlm.nih.gov/pmc/articles/PMC7680614/>

Physiological Effects: Hypoxemia, hypercapnia, shortness of breath, increase lactate concentration, decline in pH levels, Acidosis, goxicity, inflammation, self-contamination, increase in stress hormones level (adrenaline, noradrenaline and cortisol), increased muscle tension, immunosuppression

Psychological Effect: Activation of "fight or flight" stress response, chronic stress condition, fear, mood disturbances, insomnia, fatigue, compromised cognitive performance

Health Consequences: Increased predisposition for viral and infection illnesses, headaches, anxiety, depression, hypertension, cardiovascular disease, Cancer, diabetes, Alzheimer Disease, exacerbation of existing conditions and diseases, accelerated aging process, health deterioration, premature mortality

The normal breathing process is when you inhale, you are breathing in oxygen. When you exhale, you are breathing out carbon dioxide/CO₂. With prolonged use of masks, you are disrupting the normal airway, breathing process, and inhaling excessive carbon dioxide/CO₂ instead of oxygen. Serious Concerns Over Mask and Carbon Dioxide Levels Health Freedom—Idaho July 3, 2020

Shocking Discovery CO₂ Behind the Mask after 90 seconds...



A simple experiment using a Carbon Dioxide Detector to measure CO₂ Carbon Dioxide behind the mask. Measuring the PPM Parts Per Million. The meter started at 1535 ppm and after 90 seconds reached 9521 ppm. **MIOSHA standards:** It is unsafe to be exposed to more than 5,000 ppm for 8 hours a day 40 hours a week. CO₂ is defined as an asphyxiant toxin per MIOSHA considered a toxin the air.



Carbon dioxide levels and potential health problems are indicated below:

- 250-350 ppm: background (normal) outdoor air level.
- 350-1,000 ppm: typical level found in occupied spaces with good air exchange
- 1,000-2,000 ppm: level associated with complaints of drowsiness and poor air
- 2,000-5,000 ppm: level associated with headaches, sleepiness, and stagnant, stale, stuffy air; poor concentration, loss of attention, increased heart rate and slight nausea may also be present.
- > 5,000 ppm: This indicates unusual air conditions were high levels of other gases also could be present. Toxicity or oxygen deprivation could occur. This is the permissible exposure limit for daily workplace exposures.

Masks do not prevent virus respiratory illness: Size Matters!

Viruses are 50 times smaller than bacteria and 1000 x smaller than a hair

Size of virus = 0.1 micrometer (Influenza and SARS-CoV-2)

Surgical Mask are not effective at blocking particles smaller than 100 micrometers

The Corona Virus is a 1,000 times smaller than the openings of a medical and non-medical mask

Sanford University—Baruch Vainselboim

NEJM.ORG 4/1/2020

Congress Redefines Marriage

"Today, we stand up for the values the vast majority of Americans hold dear: a belief in the dignity, beauty and divinity — spark of divinity — in every person, and abiding respect for love so powerful that it binds two people together."

House Speaker Nancy Pelosi made this statement just prior to the actual House vote to codify on the federal level what is commonly called same-sex marriage. Her inclusion of the term "divinity" in her remarks means she either doesn't know or doesn't care about the biblical boundary that identifies marriage as the bond between one man and one woman. To find out how all members of the House and Senate voted on this legislation, see the Freedom Index, House vote no. 39 and Senate vote no. 39, in this issue.



AP Images



AP Images

Who Is the World's Most Dangerous Person?

"I get asked 'Who's the most dangerous person in the world? Is it Chairman Kim, is it Xi Jinping?' The most dangerous person in the world is Randi Weingarten. It's not a close call."

Former secretary of state under President Donald Trump and possible 2024 GOP presidential candidate Mike Pompeo made this incredible assertion during an interview by the global news platform known as Semafor. Explaining his rationale, Pompeo added, "If you ask, 'Who's the most likely to take this republic down?' It would be the teachers unions, and the filth that they're teaching our kids, and the fact that they don't know math and reading or writing." Weingarten is president of the American Federation of Teachers.

White House Press Secretary Claims President Biden Has Been to the U.S.-Mexico Border

"White House press secretary Karine Jean-Pierre insisted that President Biden has been to the U.S.-Mexico border despite no record of him having been there — even as vice president."

As reported by Fox News, when reporter Peter Doocy asked White House Press Secretary Karine Jean-Pierre to indicate when the president had actually visited the border, she refused to provide any date and then amazingly insisted that the border was in a shambles because the GOP has refused to work with Biden on fixing the problem.

Prominent Doctor and Former Trump White House Coronavirus Task Force Member Blasts FDA

"In my 30 years as a doctor, the unprecedented approach taken by the FDA where ivermectin was somehow forbidden if you used it for an off-label purpose was a shocking interference of the ability of a doctor to do his job. [In the past] ivermectin was approved by the FDA and found so safe that billions of doses have been given without the need for a doctor's prescription until the FDA prohibited its use to treat Covid-19."

A senior fellow in health care policy at Stanford University, Dr. Scott Atlas has termed the FDA's position on ivermectin eminently deserving of the suit recently filed against the agency by three prominent doctors challenging that position.

White House Press Secretary Dismisses Twitter's Recent Disclosures of Its 2020 Coverup of Hunter Biden's Activities

"[This] is full of old news, if you think about it."

The damaging information on Hunter Biden's laptop was not big news during the 2020 presidential campaign because the story was either ignored or dismissed as Russian disinformation when it was reported. But now that it is uncontested that the laptop story is legitimate, and Twitter under new CEO Elon Musk has begun providing details about the coverup in a series of releases, White House Press Secretary Karine Jean-Pierre cavalierly refused to comment when a reporter asked if the censorship was appropriate, dismissing the story as "old news." ■

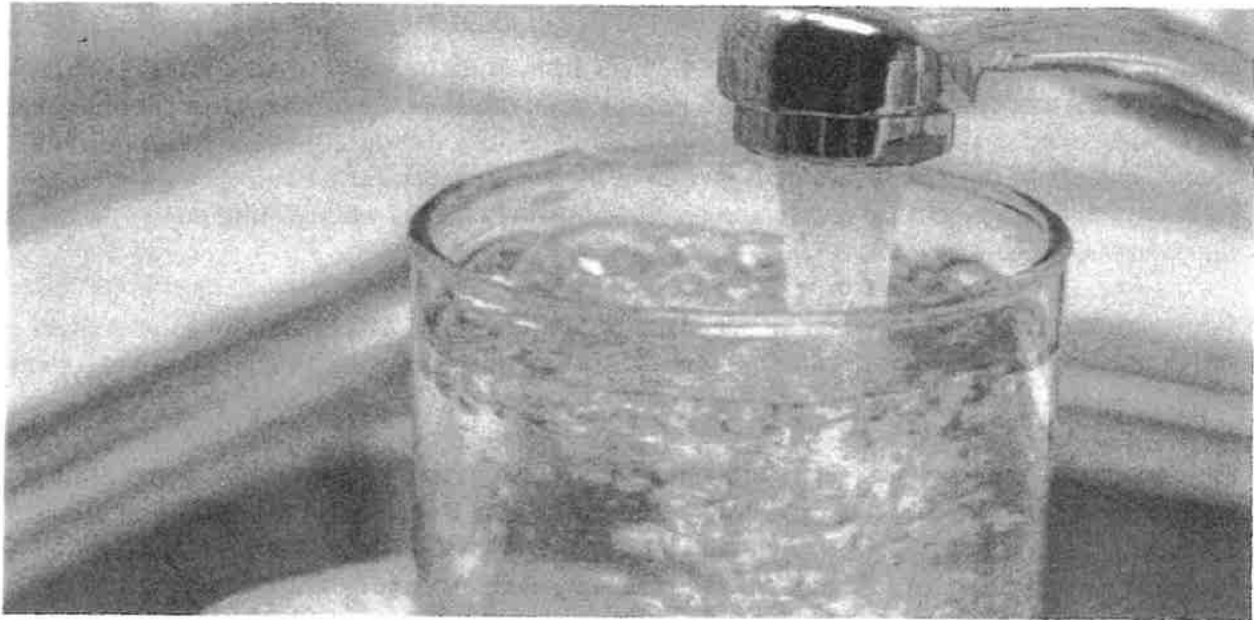
— COMPILED BY JOHN F. McMANUS



AP Images

Reducing PFAS in Drinking Water with Treatment Technologies

Published August 23, 2018



Per- and Polyfluorinated substances (PFAS) are a group of man-made chemicals that persist in the environment. These chemicals have been used for decades in consumer products to make them non-stick and water resistant. They are also found in firefighting foams and are applied in many industrial processes. Unfortunately, the characteristics that make them useful are the reason they persist in the environment and can bioaccumulate, or build up, in our bodies and the bodies of animals.

PFAS also dissolve in water, and combined with their chemical properties mean traditional drinking water treatment technologies are not able to remove them. Therefore, EPA researchers have been studying a variety of technologies at bench-, pilot-, and full-scale levels to determine which methods work best to remove PFAS from drinking water.

Certain technologies have been found to remove PFAS from drinking water, especially Perfluorooctanoic acid (PFOA) and Perfluorooctanesulfonic acid (PFOS), which are the most studied of these chemicals. Those technologies include activated carbon adsorption, ion exchange resins, and high-pressure membranes. These technologies can be used in drinking water treatment facilities, in water systems in hospitals or individual buildings, or even in homes

at the point-of-entry, where water enters the home, or the point-of-use, such as in a kitchen sink or a shower.

Activated Carbon Treatment

Activated carbon treatment is the most studied treatment for PFAS removal. Activated carbon is commonly used to adsorb natural organic compounds, taste and odor compounds, and synthetic organic chemicals in drinking water treatment systems. Adsorption is both the physical and chemical process of accumulating a substance, such as PFAS, at the interface between liquid and solids phases. Activated carbon is an effective adsorbent because it is a highly porous material and provides a large surface area to which contaminants may adsorb. Activated carbon (GAC) is made from organic materials with high carbon contents such as wood, lignite, and coal; and is often used in granular form called granular activated carbon (GAC).

GAC has been shown to effectively remove PFAS from drinking water when it is used in a flow through filter mode after particulates have already been removed. EPA researcher Thomas Speth says, "GAC can be 100 percent effective for a period of time, depending on the type of carbon used, the depth of the bed of carbon, flow rate of the water, the specific PFAS you need to remove, temperature, and the degree and type of organic matter as well as other contaminants, or constituents, in the water."

For example, GAC works well on longer-chain PFAS like PFOA and PFOS, but shorter chain PFAS like Perfluorobutanesulfonic acid (PFBS) and Perfluorobutyrate (PFBA) do not adsorb as well.

Another type of activated carbon treatment is powdered activated carbon (PAC) which is the same material as GAC, but it is smaller in size, powder like. Because of the small particle size, PAC cannot be used in a flow through bed, but can be added directly to the water and then removed with the other natural particulates in the clarification stage (conventional water treatment or low-pressure membranes - microfiltration or ultrafiltration). Used in this way, PAC is not as efficient or economical as GAC at removing PFAS. Speth says, "Even at very high PAC doses with the very best carbon, it is unlikely to remove a high percentage PFAS; however, it can be used for modest percent removals. If used, however, there is an additional problem with what to do with the sludge that contains adsorbed PFAS."

Ion Exchange Treatment

Another treatment option is anion exchange treatment, or resins. Ion exchange resins are made up of highly porous, polymeric material that is acid, base, and water insoluble. The tiny beads that make up the resin are made from hydrocarbons. There are two broad categories of ion exchange resins: cationic and anionic. The negatively charged cationic exchange resins (CER) are effective for removing positively-charged contaminants and positively charged anion exchange resins (AER) are effective for removing negatively charged contaminants, like PFAS. Ion exchange resins are like tiny powerful magnets that attract and hold the contaminated materials from passing through the water system. Negatively charged ions of PFAS are attracted to the positively charged anion resins. AER has shown to have a high capacity for many PFAS;

however, it is typically more expensive than GAC. Of the different types of AER resins, perhaps the most promising is an AER in a single use mode followed by incineration of the resin. One benefit of this treatment technology is that there is no need for resin regeneration so there is no contaminant waste stream to handle, treat, or dispose.

Like GAC, AER removes 100 percent of the PFAS for a time that is dictated by the choice of resin, bed depth, flow rate, which PFAS need to be removed, and the degree and type of background organic matter and other contaminants of constituents.

High-pressure Membranes

High-pressure membranes, such as nanofiltration or reverse osmosis, have been extremely effective at removing PFAS. Reverse osmosis membranes are tighter than nanofiltration membranes. This technology depends on membrane permeability. A standard difference between the two is that a nanofiltration membrane will reject hardness to a high degree, but pass sodium chloride; whereas reverse osmosis membrane will reject all salts to a high degree. This also allows nanofiltration to remove particles while retaining minerals that reverse osmosis would likely remove.

Research shows that these types of membranes are typically more than 90 percent effective at removing a wide range of PFAS, including shorter chain PFAS. With both high pressure membrane types, approximately 80 Percent of the feed water, the water coming into the membrane, passes through the membrane to the effluent (treated water). Approximately 20 percent of the feedwater is retained as a high-strength concentrated waste. A high-strength waste stream at 20 percent of the feed flow can be difficult to treat or dispose, especially for a contaminant such as PFAS, according to Speth. Perhaps this technology is best suited as a point of use technology for a homeowner, since the volume of water being treated is much smaller and the waste stream could be disposed of more easily with less cause for concern.

vation policy is imposed in Gettysburg, the community has seen the near destruction of its once vital downtown where private businesses are being forced out. Many parts of downtown now are void of significant businesses like clothing shops or hardware stores. Most businesses in the downtown area today are restaurants and tee-shirt shops designed for the tourist industry. That's not the way for a town to build a solid economic future.

Every step of land had something from the past occur on it. But let us remember, those who fought on these fields of "hallowed ground" did so to protect our liberty, including ownership of private property. One must ask how they would react to huge government restrictions over the land now, simply because they fought there. One can envision them again taking up arms to free it from government clutches.

It's interesting to note that the recent protests demanding to remove historic statues have not been opposed by a single Heritage Area management entity. So much for actually defending our American Heritage.

The forces of Sustainable Development have no intention of honoring true American heritage. The rationale for preservation legislation is simply another excuse to hide the real goal – reorganizing human society for complete control. The American heritage of individual liberty, free enterprise, and private property isn't even in the equation.

CHAPTER SEVENTEEN

HOW THE UNITED NATIONS TARGETED YOUR MAYOR IN THE CITIES

San Francisco is the birthplace of the United Nations. On June, 5th, 2005, it was also the location for a major effort by the UN to circumvent national and state governments in order to reorganize human society. Coincidentally, the date was also World Environment Day. This time the UN was targeting mayors from all over the world to enlist them to be soldiers in the Sustainable war.

Like a scene from Michael Crichton's landmark novel *State of Fear*, all of the usual suspects, our self-appointed saviors, were there. There were UN bureaucrats seeking to increase their power and influence, NGOs with their private agendas, Hollywood celebrities acting like authorities on how Americans should rightly live, leaders of corporations seeking to help devise global regulations to kill their competition, and representatives from national and local news outlets that long ago had lost any pretense of delivering unbiased news.

They were all there. UN Secretary General Kofi Annan, along with the host committee, including San Francisco Mayor Willie Brown and Senator Diane Feinstein. Helping to host were the federal Environmental Protection Agency (EPA), and Jonathan Lash of the World Resources Institute. Walking among the crowd were actors Robert Redford and Martin Sheen. As everyone fawned over them, singer Judy Collins could be heard inspiring the gathering with her emotional lyrics. Of course to be expected were representatives from ICLEI. They had recently teamed with Robert Redford and the Mayor of Salt Lake City, Utah to form an

were the leaders of the Natural Resources Defense Council (NRDC), the anti-human, rent-a-riot, scaremonger NGO that has worked so diligently to frighten Americans about everything in our society -- from the food we eat, to the chemicals we use and the water we drink. Corporate sponsors included Federal Express, Toyota Prius and Mitsubishi International Corporation Foundation, all dedicated to capitalizing on Sustainable Development practices. They were all ready to do their dance and perform their magic tricks to influence your mayor to join their game.

As the cheerleading and drum circles faded, the gathering got down to the serious business. As part of their participation in the conference, the mayors were pressed to commit their communities to specific legislative and policy goals by signing a slate of United Nations accords. Two documents were presented for the mayors' signatures.

The first document was called the "Green Cities Declaration," a statement of principles which set the agenda for the mayors' assigned tasks. It said, in part, "*Believing as Mayors of cities around the globe, we have a unique opportunity to provide leadership to develop truly sustainable urban centers based on culturally and economically appropriate local actions.*" The Declaration was amazingly bold in that it detailed exactly how the UN intends to implement a very specific agenda in every town and city in the nation. The document included lots of rhetoric about the need to curtail greenhouse gases and preserve resources. But the final line of the Green Cities Declaration was the point of the whole affair: "*Signatory cities shall work to implement the following Urban Environment Accords. Each year cities shall pick three actions to adopt as policies or laws."*

The raw meat of the agenda was outlined in detail in the second document, called the "Urban Environment Accords." The Accords included exactly 21 specific actions (as in Agenda 21) for the mayors to take, controlled by a timetable for implementation.

Here's a quick look at a few of the 21 agenda actions called for. Under the topic of energy, action item number one called for mayors to implement a policy to increase the use of "renewable" energy by 10% within seven years. Renewable energy includes solar and wind power.

Not stated in the UN documents is the fact that in order to meet the goal, a community would have to reserve thousands of acres of land to set up expensive solar panels and even more land for wind turbines. Consider that it takes a current 50 megawatt gas-fired generating plant about

amount of power through the use of solar panels would require at least 1,000 acres. Using windmills to generate 50 megawatts would require over 4,000 acres of land, while creating a deafening roar and chopping up birds. The cost of such "alternative" energy to the community would be vastly prohibitive, yet such unworkable ideas became the environmental-correct order of the day that the mayors were being urged to follow.

Perhaps the most egregious action offered in the Urban Environmental Accords dealt with the topic of water. Action item number twenty called for adoption and implementation of a policy to reduce individual water consumption by 10% by 2020. Interestingly, the document begins by stating: "*Cities with potable water consumption greater than 100 liters per capita per day will adopt and implement policies to reduce consumption by 10 percent by 2015.*"

There is no basis for the 100 liter figure other than employing a very clever use of numbers to lower the bar and control the debate. One must be aware that 100 liters equals about 26 gallons per person, per day. According to the UN, each person should only have 10% less than 26 gallons each day to drink, bathe, flush toilets, wash clothes, water lawns, wash dishes, cook, and more.

However, according to the U.S. Geological Survey, Americans need about 100 GALLONS per day to perform these basic functions. Consider also that there is no specific water shortage in the United States. According to the U.S. Environmental Protection Agency, annual water withdrawal across the nation is about 407 billion gallons, while consumption (including evaporation and plant use, is about 94 billion gallons. Such restrictions, as outlined in the Urban Environment Accords, are really nothing more than a dishonest campaign by the UN to control water consumption. That's why in San Francisco the nation's mayors were being pushed to impose policies to take away our free use of water. Control the water, control the people.

The rest of the Accords dealt with a variety of subjects including waste reduction, recycling, transportation, health, and nature. Perhaps the most outrageous promise of action was Action number sixteen in which the mayors were supposed to agree to: "*Every year identify three products, chemicals, or compounds that are used within your city that represents the greatest risk to human health and adopt a law to eliminate their sale and use in the city.*"

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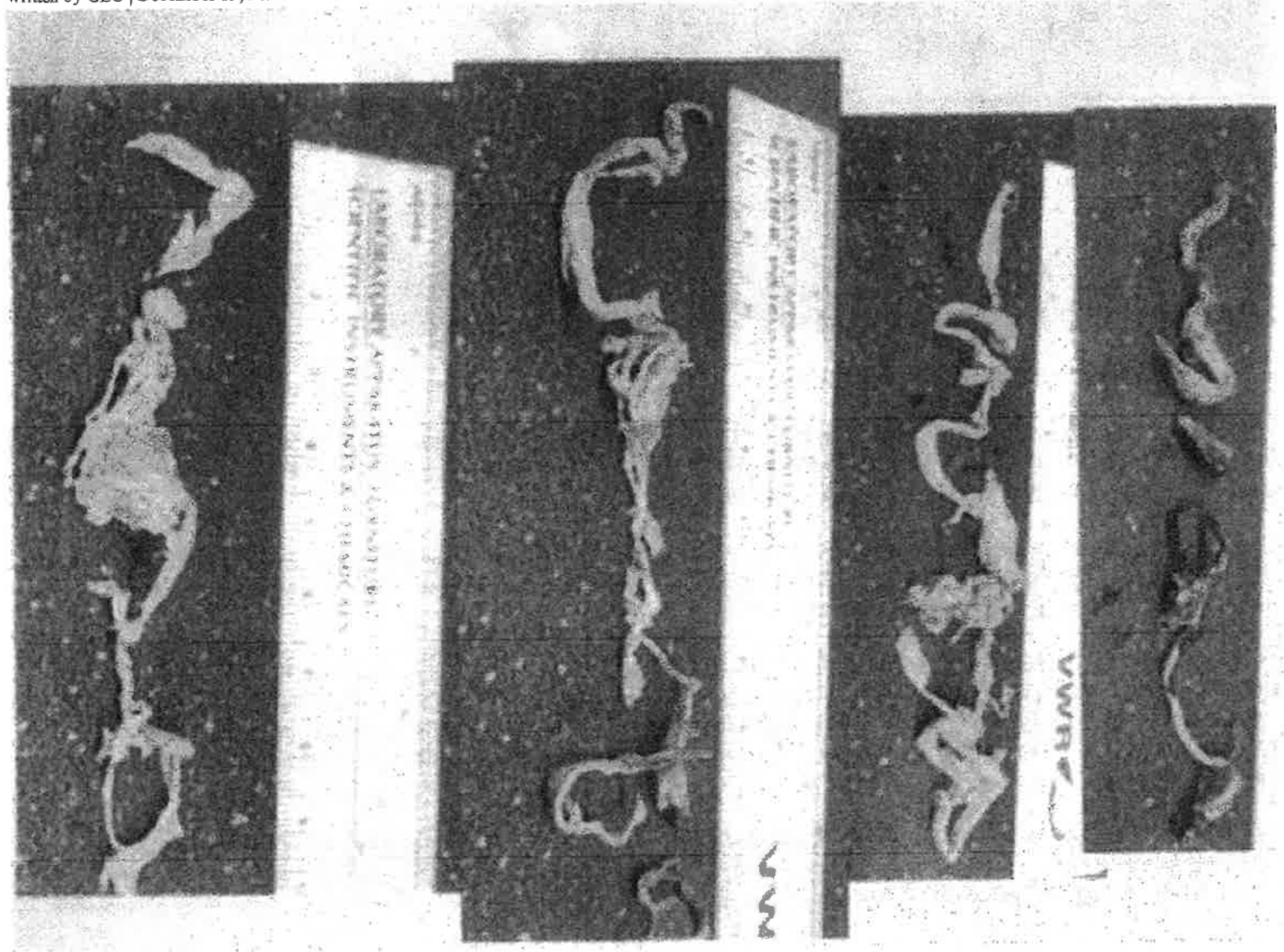
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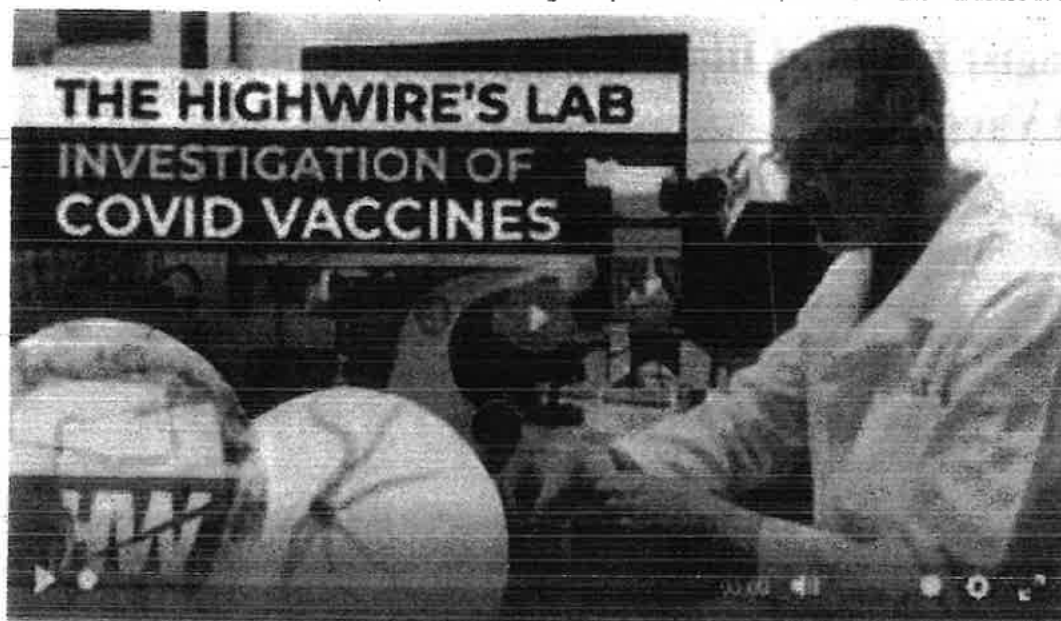
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Experienced Pathologist Explains Blood Clots, Nano Tech and Parasites in COVID Vaccines

written by GEG | December 19, 2022



Dr. Ryan Cole, a pathologist with 26 years of experience, explains that the blood clots that have been found by morticians, and also in living patients, are congealed protein made from an amyloid-like material. Dr. Cole said the microscopic rod and circuit-like structures others have identified as graphene oxide are actually cholesterol crystals, stacked-layered cholesterol, salt flakes and sugar crystals. He identified the the structures identified by others as parasites as being a leaf that came from environmental contamination.



Link for video: <https://www.bitchlife.com/video/BrVlJTsYZ6x4/>

Dr. Ryan Cole, who has been a pathologist for 26 years, identified the rubbery fibrous structures or clots that embalmers have been finding in deceased after the rollout of Covid injections as congealed protein, an amyloid-like material. He said the spike protein can induce inflammation in blood vessels that can cause blood clots. The spike protein, covered by a lipid nano-layer, was designed to cross the blood-brain barrier.

Dr. Cole examined the Johnson & Johnson, Moderna and Pfizer ingredients. He found a microscopic glass shard and said that there are problems with contamination from debris in the 'vaccines'. According to Johnson & Johnson's application to the FDA, their product contains trace human DNA and human proteins from aborted fetal tissue. Proteins from other people trigger an immune response in the injected person.

Dr. Cole said the microscopic rod and circuit-like structures others have identified as graphene oxide are actually cholesterol crystals, stacked-layered cholesterol, salt flakes and sugar crystals. He said that there are metallic and mineral contaminants in COVID shots. He affirmed that the injections do contain polyethylene glycol ("PEG"), which can trigger allergies. He said that the samples that looked like parasites were simply part of a leaf that was a contaminant from the environment. Dr. Cole said that COVID shots that were not properly frozen and preserved lost their potency. Some of the samples had broken RNA that produce shortened proteins, which are known carcinogens.

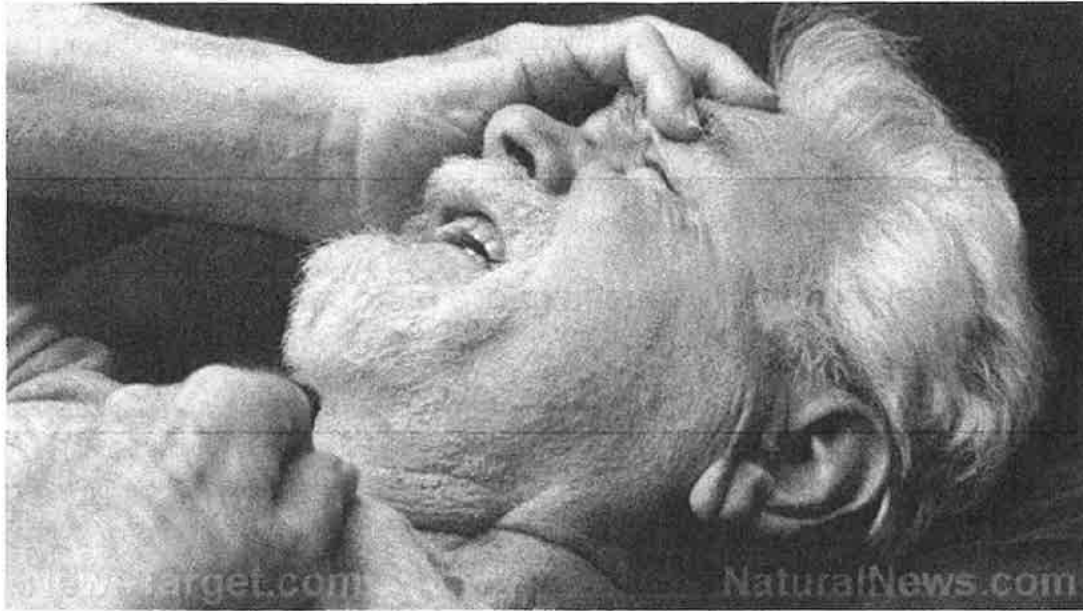
Lipid nanoparticle and a gene sequence that makes vaccine recipients make foreign proteins are the cause of harm in vaccinated people. The lipid nanoparticle is hyper-inflammatory and can be toxic to cells. Lipid nanoparticle injections were designed to only be given once. There may be a cumulative toxicity. He said that the more the gene that triggers production of the spike protein is injected into a person's body, the more spike protein is produced, which has numerous side effects including blood clotting, potential increase in cancer, and more.

Autopsies confirm: Covid-19 vaccine causes fatal heart inflammation or "Sudden Adult Death Syndrome"

Thursday, December 08, 2022 by: Lance D Johnson

Tags: autopsy, badhealth, badmedicine, cardiac failure, cardiovascular system, death by vaccination, histopathology, inflammation, medical examination, medical violence, mRNA, myocarditis, nervous system, pericarditis, SADS, spike proteins, thrombotic thrombocytopenia, unexpected death, vaccine damage, Vaccine deaths, Vaccine injuries, vaccine injury, vaccine wars, vaccines

This article may contain statements that reflect the opinion of the author



(Natural News) Previously healthy individuals are dying "suddenly and unexpectedly" after covid-19 vaccination. These individuals are of all ages, and many show no sign of pre-existing heart conditions. A new medical term— Sudden Adult Death Syndrome (SADS) was created to categorize these unexplained deaths. Vaccination is intended to protect individuals from infections and to prolong their life; however, vaccinated individuals are being hospitalized and diagnosed with new heart problems (myocarditis and pericarditis) and vaccine-induced thrombotic thrombocytopenia. Sometimes, these vaccine injuries go undetected. Sometimes they are mild, but other times, they are fatal in the first week after vaccination.

In a new case study, twenty-five individuals who died after covid-19 vaccination showed inflammation of the heart that coincided with the inflammation caused in the deltoid muscle, post vaccination.

Autopsies confirm covid jabs cause fatal inflammation of the heart muscle

Medical examiners from Germany conducted autopsies on thirty-five individuals who died within twenty days after taking a second dose of the covid-19 mRNA vaccine (Comirnaty & Spikevax). They concluded that ten of the fatalities were clearly not due to the vaccine, due to evidence of drug overdose. The majority of the fatalities (71%) presented vascular damage that is specific to vaccine injuries, including rapid heart failure, vascular aneurysm, pulmonary embolism, myocardial infarction, fatal stroke, and vaccine-induced thrombotic thrombocytopenia.

A closer examination of five of these cases showed new onset inflammation in the cardiovascular system and histopathologies directly in the heart muscle. These five individuals were diagnosed with lymphocytic (epi-)myocarditis and died suddenly in their homes in the first week after covid-19 mRNA vaccination. The medical examiners found patchy inflammation in the heart muscle that mirrored the same patchy inflammation that is induced in the deltoid muscles after covid-19 mRNA vaccination.



How to Neutralize Potential Damage from mRNA Vaccines

By Ty Bollinger

February 8, 2021



With the current irrational push to vaccinate the planet against COVID-19, a virus that has a 99.9% recovery rate, we feel it is important to discuss practical ways to “detox” and “neutralize” damage that is being done by these **untested mRNA vaccines**.

Interestingly, here in our home state of Tennessee, the COVID “mortality rate” has tripled, even though we lead the USA in vaccination rate (<https://thetruthaboutvaccines.com/covid-mortality-vaccine/>). Makes you wonder, doesn't it? Logical thinkers would deduce that the vaccine is responsible, sort of like when we see obesity rise in populations that eat lots of ice cream. But the irrational and illogical 'mainstream media' and 'medical mafia' will undoubtedly blame “anti-vaxxers” for the increase in deaths, which makes as much sense as blaming vegans for the increase in heart disease in people who eat hot dogs every day...

But let's not get distracted by the facts or by logic!!

Despite the \$4.5 billion in damages awarded by the Vaccine Court since 1986 ...

Even though the Supreme Court described vaccines as “*unavoidably unsafe*” in 2011 ...

Despite package inserts which prove that most vaccines contain known carcinogens and chemicals that cause neurological damage.

[Genetics7.html](#)) and can prevent the viral RNA from replicating.

Below are the **TOP FIVE** recommended substances to mitigate damage from mRNA vaccines (in no particular order).

1 | IODINE

An essential mineral, iodine is used by the thyroid gland to make thyroid hormones that control many functions in the body including growth and development, repairing damaged cells and supporting a healthy metabolism.

Because your body does not produce iodine, it needs to be supplied in the diet. Iodine can also be used to detoxify toxic compounds and strongly increases the mRNA decay rate.² (https://www.researchgate.net/publication/287722803_influence_of_iodine_on_mRNA_expression_of_iodide_transporter_insulin_like_growth_factor_I_and_transforming_growth_factor_beta_in_thyroid_and_mammary_glands_of_lactating_rats),³ (<https://pubmed.ncbi.nlm.nih.gov/22001309/>) Dietary iodine also controls its own absorption through regulation of the sodium/iodide (NIS) symporter,⁴ (<https://www.ncbi.nlm.nih.gov/pmc/articles/PMC3530113/>),⁵ (<https://www.sciencedirect.com/science/article/pii/S0303720711005806>) which protects the functions of the thyroid gland.⁶ (<https://pubmed.ncbi.nlm.nih.gov/22228198/>)

2 | ZINC

Zinc enables the body to make proteins and DNA, contributes to wound healing, and plays a role in childhood growth and development. It also has antioxidant properties and plays an important role in cell-mediated immune function and modulates mRNA levels of cytokines.⁷ (<https://pubmed.ncbi.nlm.nih.gov/12812920/>)

Zinc has been shown to regulate gene transcription in cancer cells, plus zinc globally down-regulates microRNA expression and key enzymes and proteins necessary for microRNA maturation and stability.⁸ (<https://www.ncbi.nlm.nih.gov/pmc/articles/PMC3711771/>) Lastly, zinc-finger protein serrate is among the plant compounds that may silence mRNA.⁹ (<https://www.frontiersin.org/articles/10.3389/fpls.2019.00360/full#B45>)

3 | QUERCETIN

Quercetin, a flavonoid with multiple proven health benefits to both man and animals, displays a plethora of biological activities.

oxidative damage, even helping you grow new mitochondria.¹⁵

(<https://www.ncbi.nlm.nih.gov/pmc/articles/PMC5349805/>) PQQ is actually the **only** nutrient on earth known to be capable of generating new mitochondria.

PQQ is contained in fruits and vegetables and in human breast milk and is a plant growth factor and bacterial cofactor. Studies have shown that PQQ disodium salt (BioPQQ™) has positive effects on cognitive function and may have a protective effect on UVA irradiation-induced aging.¹⁶ (<https://pubmed.ncbi.nlm.nih.gov/16424117/>),¹⁷ (<https://www.spandidos-publications.com/10.3892/mmr.2015.3990>).

CONCLUSION

As pressure to be vaccinated for COVID mounts, it will be vital to discover methods to mitigate damage, especially for those who are required to be vaccinated due to employer requirements or other reasons.

In summary, the five substances discussed above are as follows, along with links to recommended sources:

1. Iodine (<https://go.globalhealingcenter.com/c/435444/381642/5534?subid1=TTAC>).
2. Zinc (<http://go.globalhealingcenter.com/c/435444/791981/5534?subid1=TTAC>).
3. Quercetin (<http://go.globalhealingcenter.com/c/435444/899035/5534?subid1=TTAC>).
4. Supercharged C60 (<http://www.grafexsuperc60.com/>).
5. PQQ

Also, **water only fasting** (for 1 week) has been shown to repair DNA damage and silence foreign mRNA. And taking **full spectrum hemp extract** is another excellent suggestion due to the positive effects on our endocannabinoid system, which regulate almost every internal function. We take this organic hemp extract (<http://go.globalhealingcenter.com/c/435444/635539/5534?subid1=TTAC>) every day!

Interestingly, Merck abandoned development of two COVID vaccines, saying that after extensive research it was concluded that the shots offered **less protection** than just contracting the virus itself and developing natural antibodies. On January 25th, they announced that the vaccines generated an 'inferior' immune system response in comparison

Doctors prove a Graphene like substance is being shed from the C-19 Vaccinated to the Unvaccinated, destroying Blood Cells & causing Strange Blood Clots

✦ expose-news.com/2023/02/11/drs-graphene-shed-c19-vaccinated-to-unvaccinated/

By The Exposé

February 11, 2023

In his latest set of slides of blood samples taken from both “vaccinated” and unvaccinated people, Dr. Philippe van Welbergen demonstrated that the graphene being injected into people is organising and growing into larger fibres and structures, gaining magnetic properties or an electrical charge and the fibres are showing indications of more complex structures with striations.

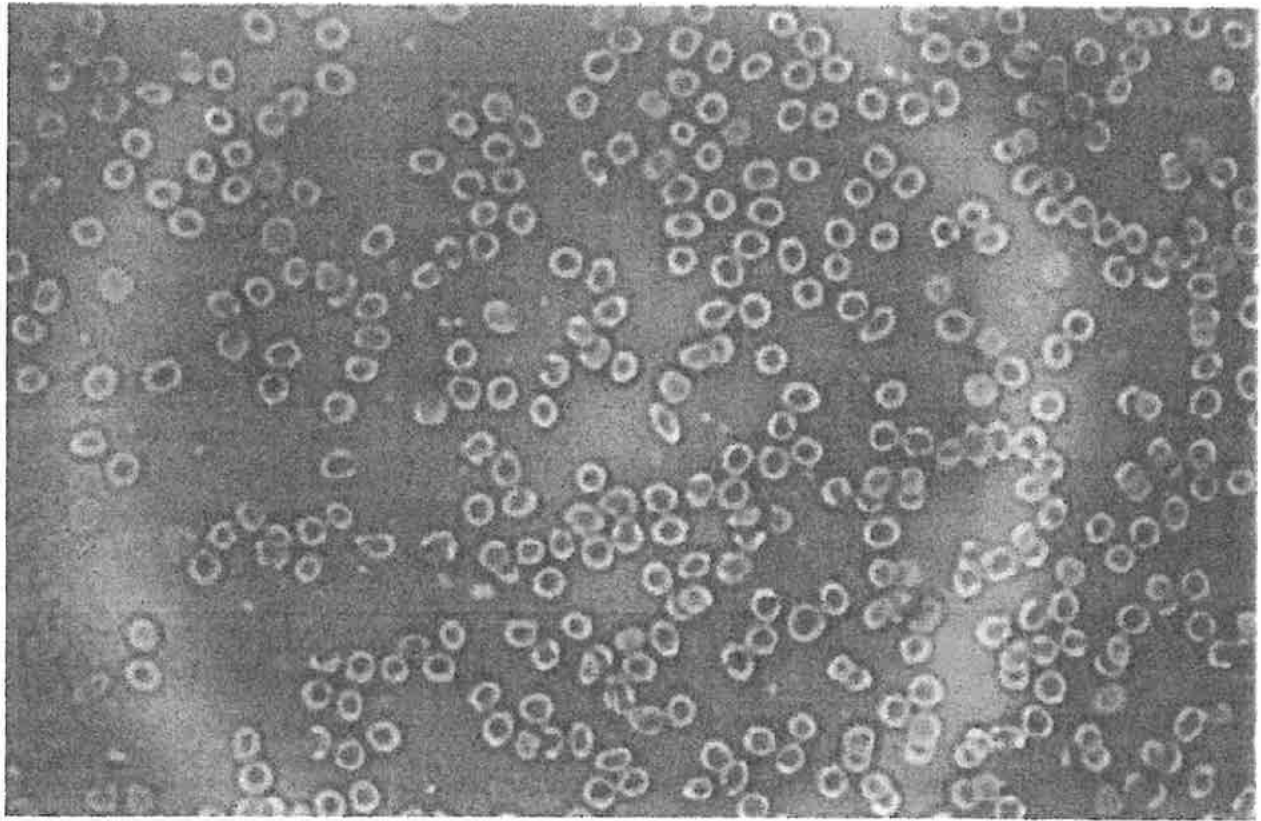
He also demonstrated that “shards” of graphene are being transmitted from “vaccinated” to vaccine-free or unvaccinated people destroying their red blood cells and causing blood clots in the unvaccinated.



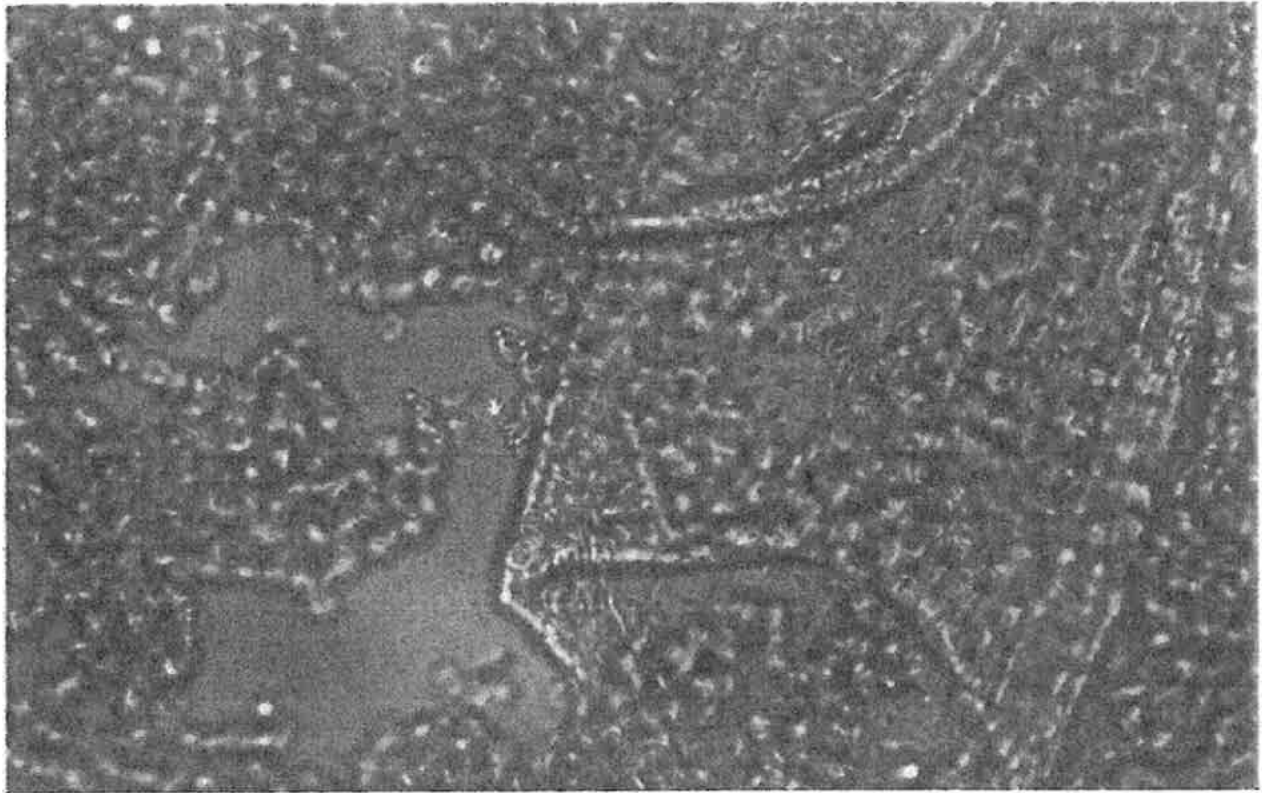
Let's not lose touch...Your Government and Big Tech are actively trying to censor the information reported by The Exposé to serve their own needs. Subscribe now to make sure you receive the latest uncensored news in your inbox...

Dr. Philippe van Welbergen (“Dr. Philippe”), Medical Director of Biomedical Clinics, was one of the first to warn the public of the damage being caused to people’s blood by Covid injections by releasing images last year of blood samples under the microscope.

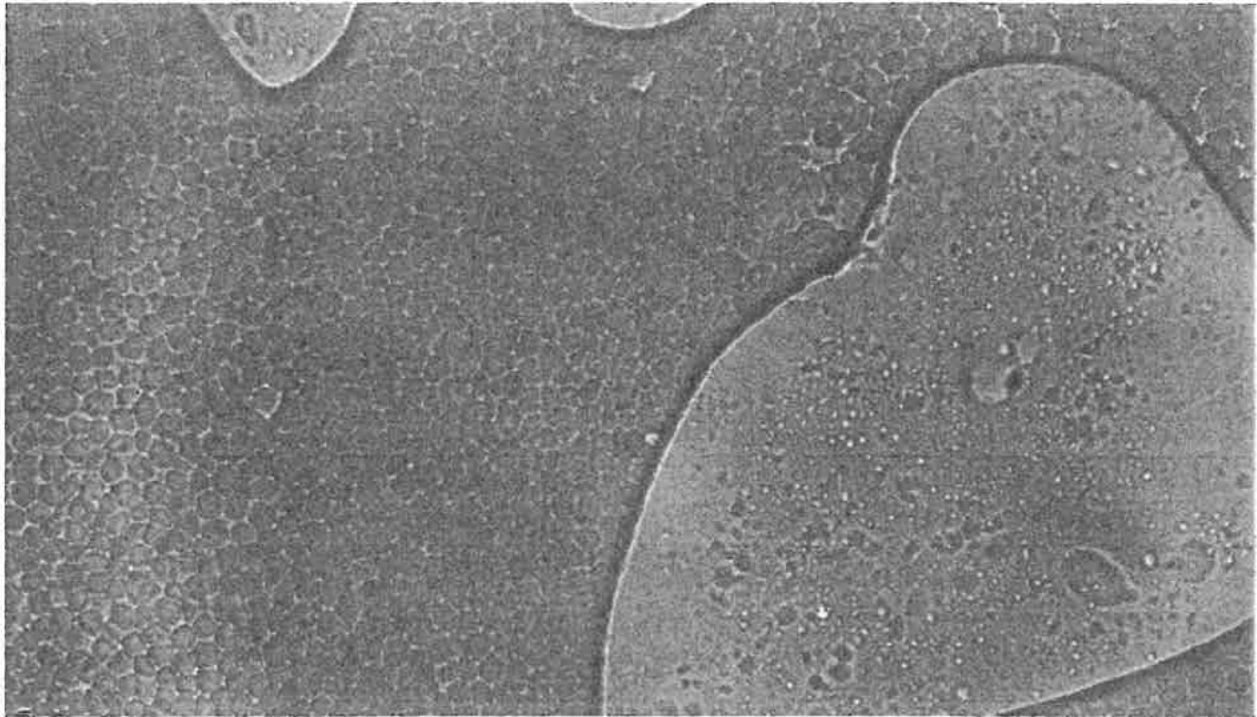
At the beginning of July 2021, Dr. Philippe, was interviewed on a South African community channel, *Loving Life TV*. He explained that when his patients started complaining about chronic fatigue, dizziness, memory issues, even sometimes paralysis and late onset of heavy



The next image is of a person who has been injected with the experimental Covid drug. The blood is coagulated, the misshapen red blood cells are clumped together. The cell encircled in the image is a healthy red blood cell, one of the few in the image, sitting alongside the graphene fibres. You can see the size of the graphene fibres in relation to the size of a red blood cell. Fibres of this size will block capillaries. You can also see the graphene fibres are hollow and contain red blood cells.



The image below is of a blood sample from a vaccine-free, or unvaccinated, three-year-old child. It shows pieces or "shards" of graphene that "are the result of shedding," in other words the graphene has been transmitted from "vaccinated" parents to their unvaccinated child.



Dr. Philippe's presentation is truly eye-opening and horrifying – a must-watch, especially for those who proclaim Covid injections are “safe” and are insisting people be injected. The Covid injections are weapons of genocide and how the people who have designed them are still walking free is incredible.

You can either watch the presentation below or on *Loving Life TV* [HERE](#).

Loving Life TV: Dr Philippe (Part Two), The Blood Slides, 12 February 2022 (90 mins)

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LAURA RAMIREZ-FELDMAN

September 20, 2021, 10:14 AM

COVID-19 UPDATES

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Shortly after President Biden announced a new vaccine mandate to combat the recent COVID-19 surge driven by the Delta variant, some conservative governors vowed to file lawsuits challenging the plan. Some already have.

Aol.**NEWS**

Last Tuesday, Arizona became the first state to sue the Biden Administration over COVID-19 vaccine mandates

In an address to the nation Sept. 9, Biden outlined his multistep "Out of the Pandemic" plan, which includes vaccine mandates that will affect about 100 million Americans — two-thirds of all workers. Under the plan, the federal government will require all federal executive branch workers, as well as all employees of federal contractors, to be vaccinated.

Previously, federal employees had the option to get vaccinated or undergo regular testing.

"If you want to work with the federal government and do business with us, get vaccinated," Biden said. "If you want to do business with the federal government, vaccinate your workforce."

This vaccine order will cover about 90 percent of approximately 4 million federal employees. However, it does not apply to non-executive-branch employees, such as members of Congress or judicial employees.

The question for many was whether such a mandate will stand up to legal challenges.

Robert Field, professor of law and public health at Drexel University, told Yahoo News that Biden's mandates for federal employees are "clearly constitutional" because "it is within the president's power to control the executive branch and the people who work for it."

The new proposal also requires anyone who works in a hospital, home health care environment or other medical facility that treats patients on Medicare and Medicaid to be vaccinated. This was already a requirement for health care workers in nursing homes that receive funding from the federal programs.

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The decision will cover a total of 17 million healthcare workers. Field says Biden is also "on very clear footing" when it comes to this part of the new
 mandate, because federal agencies can set requirements for federal funding to ensure the safety of patients and staff.

The most controversial piece of the president's plan is his directing the Department of Labor to issue an emergency rule requiring private employers with 100 or more employees to ensure their workforce is vaccinated or tested on a weekly basis.



These employers will also be required to provide paid time off to workers who decide to get vaccinated, so they can recover in the event of experiencing any short-term side effects from the shot.

According to the president, the Department of Labor's Occupational Safety and Health Administration (OSHA), will be formulating and enforcing this new rule as an Emergency Temporary Standard (ETS).

Congress created OSHA in 1970 to ensure safe and healthful working conditions for workers by setting and enforcing such standards. The agency can enact these regulations and enforce them immediately if a "grave danger" to workers is present. For example, it issued an ETS for all health care workers in June, stating that "employee exposure to SARS-CoV-2, the virus that causes COVID-19, presents a grave danger to workers in health care settings."

Field says the president could expect to face some challenges in trying to implement these mandates for private employers, and he expects that OSHA's authority to issue emergency standards will be tested.

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NEWS

"Osha has only tried about 10 times in its history" to issue these standards, Field says, and just six have gone into effect. "Almost half of them have, in fact, been struck down." However, the current state of the COVID-19 pandemic meets the criteria for a medical national emergency.

"The Biden administration has a pretty strong argument that a pandemic that's killed almost 700,000 Americans, and that is now killing almost 2,000 [Americans] a day, is a national emergency that qualifies under OSHA's authority," he said.

Another challenge the Biden administration will face will be whether OSHA, which is severely understaffed, will be able to enforce the new rule.

The agency, Field says, has always been understaffed, but under the Trump administration the number of workplace safety inspectors was reduced to the lowest level since the early 1970s.

OSHA now has an estimated 800 safety and compliance inspectors who will be tasked with covering more than 100,000 private-sector companies that will be affected by the new rule.

All the mandates include religious and medical exemptions. Employers in those cases must give workers a choice between showing proof of vaccination and undergoing regular testing.

"I think it's a bit of a misnomer to call it a vaccine mandate. ... It's an option," Field said.

"You don't have to be vaccinated if you submit to weekly testing."

Read more from Yahoo News:

- Why the U.S. lags behind Europe on climate change goals 'by 10 or 15 years'

Republican threats to Biden's vaccine mandates unlikely to succeed, experts say

Because he's been fighting them since the beginning, only legal experts could tell him how likely they are to succeed.

Sept. 10, 2021, 12:20 PM PDT

By Adam Edelman

Nearly two dozen Republican governors, as well as the GOP itself, have vowed to file lawsuits or take other actions to block President Joe Biden's newly announced vaccination mandates – but legal experts say they'll have a hard time successfully making their case in court.

Biden on Thursday issued two executive orders mandating vaccines for federal workers and contractors and also announced new requirements for large employers and health care providers that he said would affect around 100 million workers, more than two-thirds of the U.S. workforce. Following the announcement, Republicans across the country slammed the moves. South Dakota Gov. Kristie Noem tweeted that her state would "Stand up to defend freedom," adding, "@Joe Biden see you in court."

Georgia Gov. Brian Kemp tweeted he would "pursue every legal option available" to stop "this blatantly unlawful overreach," while Arizona Gov. Doug Ducey tweeted that the White House was "hammering down on private businesses and individual freedoms in an unprecedented and dangerous way" and that "we must and will push back."





— A sign during a protest against Covid-19 vaccination mandates in Lansing, Mich., on Aug. 6, 2021.

Matthew Hatcher / Bloomberg via Getty Images file

South Carolina Gov. Henry McMaster said in a statement that “Biden and the radical Democrats (have) thumbed their noses at the Constitution” and Oklahoma Gov. Kevin Stitt said, “as long as I am governor, there will be no government vaccine mandates in Oklahoma.” Texas Gov. Greg Abbott tweeted he’s already “working to halt this power grab.”

Republican National Committee Chairwoman Ronna McDaniel called Biden’s move “unconstitutional” and said the RNC will sue the administration.

Legal experts, however, said those lawsuits are most likely – but not certain – to fail, due to wide-ranging powers that the Constitution and decades of administrative law precedent have established.

Biden on Friday appeared to be spoiling for that fight, telling Republican governors to “have at it” and slamming Republican officials as being “cavalier with the health of their communities” when asked about criticism of the new vaccine requirements.

Generally speaking, public health powers are delegated to the states, experts said. But the Constitution also gives the federal government broad powers to regulate certain matters when it perceives that states and localities are not able to do so, or are doing so inadequately.

In this case, experts explained, Biden’s mandates pass muster because he is filtering them through the lenses of workplace safety and through the Constitutional language of federal spending powers.



"President Biden is acting within the authority of the executive branch to impose rules and regulations – sometimes referred to as the regulatory state – and within the rule-making authority associated with a range of federal administrative agencies," said Juliet Sorensen, a professor at Northwestern University's Pritzker School of Law and an expert on health and human rights laws.

Biden's orders will largely be enforced by the Department of Labor, which includes the Occupational Safety and Hazard Administration, an arm of the executive branch with the authority to implement and oversee the orders, Sorensen said. OSHA's mission is to ensure safe workplace conditions around the country and therefore naturally extends to keeping workers safe from Covid, she added.

"The gravity of the pandemic and the fact that it's persisted without these mandates in place puts the president on solid ground, legally," she said.

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The president also has the power to regulate spending power, which is relevant to Biden's mandate requiring employees working in health care facilities that receive Medicare or Medicaid reimbursement to be vaccinated, according to Sylvia A. Law, a professor emeritus at New York University's School of Law.

Through the Constitution, Congress has the explicit power to attach conditions to whatever money it's disbursing – including the hundreds of billions it spends each year on Medicare and

Medicaid. But the president and the executive branch have the constitutional power to dictate various elements of federal spending, especially when it comes to health care.

"Most of what exists in this space has pretty much been made up by the agencies and upheld in some cases, by the courts. We understand that the Congress paints in broad strokes and, simply put, much of the rest of it gets filled in by rules, regulations and court rulings," Law said.

"Under current law, it's clear that Biden has the power to do what he's done," she said.

But, as is the case with most legal arguments, the administration's case for mandates won't be impeccable, Law warned.

"A smart lawyer who doesn't agree with vaccine mandates will be able to make a 'pass-the-laughest' argument that it's not legal, and with the makeup of this current Supreme Court, it's hard to know how that would shake out," Law said.

Law said that some individuals may be able to claim exemptions based on religious or health grounds, but those concerns are unlikely to topple the mandates more broadly.

Sorensen said the strongest area to challenge the mandates for Republican officials and operatives lies in how the mandates would be enforced.

"If I'm a Republican governor, I'm looking closely at that language," she said.

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Will Fauci Be Held Accountable for Lying to Congress?

Analysis by Dr. Joseph Mercola

✓ Fact Checked

STORY AT-A-GLANCE

- > Paul Thacker, a former investigator with the U.S. Senate, says Dr. Anthony Fauci lied to Congress when he claimed he's never funded gain-of-function research. This is a federal offense punishable by up to five years in prison, provided the false statements are materially relevant and knowingly false
- > July 20, 2021, U.S. Sen. Rand Paul — who has grilled Fauci about his research funding in two separate hearings in 2021 — announced he would ask the DOJ for a criminal referral, as he's convinced Fauci made false statements to Congress
- > One "smoking gun" is a research article written by Wuhan Institute of Virology (WIV) scientists. The paper acknowledges funding from the NIAID/NIH, and the research meets the Department of Health and Human Services' definition of gain-of-function research
- > According to the National Science Advisory Board for Biosecurity, "The term 'gain-of-function' is generally used to refer to changes resulting in the acquisition of new, or an enhancement of existing, biological phenotypes"
- > In a June 2021 essay, professor Jeffrey Sachs, head of The Lancet's commission tasked with investigating COVID's origin, described how the NIAID has funded gain-of-function research at the WIV, stating it's "common knowledge in the U.S. scientific community that NIH has ... supported genetic recombinant research on SARS-like viruses that many scientists describe as GOFROC [gain-of-function research of concern]"

In an August 31, 2021, substack article,¹ Paul Thacker, an investigative reporter and former investigator with the U.S. Senate, reviews evidence he claims shows Dr. Anthony

Fauci lied to Congress, an offense punishable by up to five years in prison, provided the false statements are materially relevant and knowingly false.

"A new investigative documentary by the U.K.'s Channel 4² detailed some of the strongest evidence to date that the COVID19 pandemic may have started from a lab leak in Wuhan, China," Thacker writes.³

"At the very least, the documentary's interviews with experts and review of documents made explicit how China has misled the world about its research with dangerous pathogens ...

The documentary clarified one other point: Anthony Fauci lied before Congress and the American public when he claimed during a congressional hearing that he has not funded gain-of-function research conducted by the Wuhan Institute of Virology ...

President Biden has campaigned on honesty and decency. The question now for President Biden is, 'What will you do with Fauci now that he has broken the law and violated the public trust by lying before Congress?'"

Fauci Redefines Scientific Terms on the Fly

In what appears to be an attempt to extricate himself from blame for the COVID pandemic, Fauci — director of the National Institute for Allergy and Infectious Diseases (NIAID), an arm of the National Institutes for Health (NIH), since 1986 — denied ever having funded gain-of-function research at the WIV or elsewhere when questioned by members of the Senate Health, Education, Labor, and Pensions Committee in May 2021.⁴

“The term ‘gain-of-function’ is generally used to refer to changes resulting in the acquisition of new, or an enhancement of existing, biological phenotypes. ~ National Science Advisory Board for Biosecurity”

According to Thacker, the evidence clearly refutes this. One "smoking gun" is a research article written by WIV scientists titled "Discovery of a Rich Gene Pool of Bat SARS-Related Coronaviruses Provides New Insights Into the Origin of SARS Coronavirus."⁵ This research was funded by the NIH and meets the Department of Health and Human Services' definition of gain-of-function research.^{6,7}

The Channel 4 documentary addressed this paper. When asked whether the NIH ever funded gain-of-function research at the WIV, David Relman, a research physician at Stanford University, replies, "Yes. Indirectly, but yes. How do we know? The paper says, right on the front page, 'Supported by NIAID, NIH.'" The clip featuring Relman is included below.

As previously reported by the National Review,⁸ we know the WIV received NIAID/NIH funding to create novel chimeric SARS-related coronaviruses capable of infecting both human cells and lab animals. "Chimeric viruses" refers to artificial man-made viruses, hybrid organisms created through the joining of two or more different organisms.

This is precisely what gain-of-function research is all about. According to a 2016 report⁹ from the National Science Advisory Board for Biosecurity, "The term 'gain-of-function' is generally used to refer to changes resulting in the acquisition of new, or an enhancement of existing, biological phenotypes."

Fauci now wants to adopt a far narrower definition of gain-of-function research that takes into account the supposed intent behind the research, but that really doesn't make sense. Just because you don't set out with intent to harm doesn't mean your creation can't cause harm or might inadvertently cause harm.

US Funding of Gain-of-Function Research Was Well-Established

According to Thacker, "Fauci certainly knew that the WIV he was helping to fund conducted gain-of-function studies, because it has been common knowledge."¹⁰ For example, a year before Fauci was queried by Congress, Newsweek reported that:¹¹

12.
"In 2019, with the backing of NIAID, the National Institutes of Health committed \$3.7 million over six years for research that included some gain-of-function work. The program followed another \$3.7 million, 5-year project for collecting and studying bat coronaviruses, which ended in 2019, bringing the total to \$7.4 million ...

The NIH research consisted of two parts. The first part¹² began in 2014 and involved surveillance of bat coronaviruses ... The program funded Shi Zheng-Li, a virologist at the Wuhan lab ... to investigate and catalogue bat coronaviruses in the wild. This part of the project was completed in 2019.

A second phase¹³ of the project, beginning that year, included ... gain-of-function research for the purpose of understanding how bat coronaviruses could mutate to attack humans. The project was run by EcoHealth Alliance ... under the direction of President Peter Daszak ... NIH canceled the project ... April 24 [2020] ...

Many scientists have criticized gain of function research, which involves manipulating viruses in the lab to explore their potential for infecting humans, because it creates a risk of starting a pandemic from accidental release."

Around that same time, former Acting Director of the CIA Michael Morell told Politico¹⁴ that "if the virus leaked from a Wuhan lab, the U.S. would shoulder some of the blame since it funded research at that lab through government grants from 2014 to 2019."

Mid-January 2021, the U.S. State Department published a fact sheet accusing the Chinese government of being obsessively secretive about gain-of-function research at the WIV, and that it was collaborating with the Chinese military on secret projects.

The fact sheet has since been removed from the State Department's website, but was reported by a number of outlets at the time. Among them, Life Site News, which wrote:¹⁵

"In a 'Fact Sheet' posted online ... the Department of State (DOS) presented three distinct elements about the origin of the virus, which 'deserve greater

3
scrutiny' ... The first of the three issues needing further investigation, was the outbreak of illness inside the Wuhan Institute of Virology (WIV).

The DOS revealed it had 'reason to believe' that 'several researchers inside the WIV became sick in autumn 2019, before the first identified case of the outbreak, with symptoms consistent with both COVID-19 and common seasonal illnesses' ...

Additionally, the DOS noted that researchers in the WIV had been performing experiments on 'RaTG13, the bat coronavirus identified by the WIV in January 2020 as its closest sample to SARS-CoV-2 (96.2% similar)' since at least '2016.'

The laboratory also 'has a published record of conducting 'gain-of-function' research to engineer chimeric viruses.' Such research, gain-of-function research, is a kind which 'improves the ability of a pathogen to cause disease.'"

Additional Reports Citing Gain-of-Function Research

March 6, 2021, the editorial board of The Washington Post published an article¹⁶ calling for an independent investigation into the origin of SARS-CoV-2. In that article, the board pointed out that:

"... a senior researcher at the Wuhan Institute of Virology, Shi Zhengli, was working on 'gain-of-function' experiments, which involve modifying viral genomes to give them new properties, including the ability to infect lung cells of laboratory mice that had been genetically modified to respond as human respiratory cells would."

The board also noted that Shi was "working with bat coronaviruses that were genetically very similar to the one that caused the pandemic." A few months later, in a June 22, 2021, essay,¹⁷ professor Jeffrey Sachs, head of The Lancet's commission tasked with investigating COVID's origin, also described how the NIAID has funded gain-of-function research at the WIV:

11 12/

"It is in fact common knowledge in the U.S. scientific community that NIH has indeed supported genetic recombinant research on SARS-like viruses that many scientists describe as GOFROC [gain-of-function research of concern]."

The peer-reviewed scientific literature reports the results of such NIH-supported recombinant genetic research on SARS-like viruses. More specifically, it is clear that the NIH co-funded research at the WIV that deserves scrutiny under the hypothesis of a laboratory-related release of the virus."

'Fauci's COVID-19 Treachery'

Someone who has taken a particular interest in Fauci's potential role in this pandemic is Dr. Peter Breggin, a Harvard-trained psychiatrist and former consultant for the National Institute of Mental Health. In October 2020, he published the report¹⁸ "Dr. Fauci's COVID-19 Treachery," detailing Fauci's ties to the Chinese Communist Party (CCP) and its military.

Breggin is convinced Fauci "has been the major force" behind research activities that enabled the CCP to manufacture lethal SARS coronaviruses, which in turn led to the release — whether accidental or not — of SARS-CoV-2 from the WIV.

He claims Fauci has helped the CCP obtain "valuable U.S. patents," and that he, in collaboration with the CCP and the WHO, initially suppressed the truth about the origins and dangers of the pandemic, thereby enabling the spread of the virus from China to the rest of the world.

Fauci has, and continues to, shield the CCP and himself, Breggin says, by "denying the origin of SARS-CoV-2" and "delaying and thwarting worldwide attempts to deal rationally with the pandemic."

In the executive summary of the report, Breggin documents 15 questionable activities that Fauci has been engaged in, starting with the fact that he funded dangerous gain-of-function research on bat coronaviruses, both by individual Chinese researchers and the

5
WIV in collaboration with American researchers. This research, Breggin says, allowed the CCP and its military to create their own bioweapons, including SARS-CoV-2.

Will Fauci Be Held Accountable?

According to Thacker, "it's obvious" Fauci "broke the law and misled Congress." He adds:¹⁹

"This is not my personal opinion; I was required to know and enforce the relevant provisions of the law during the three years I ran investigations in the Senate. On two occasions I had to consult with Senate Legal Counsel and then warn people about lying to Congress ...

Fauci lied while testifying before Congress. Fauci lied to the American people. Several lines of evidence make this clear. But catching Fauci lying and breaking the law does little good, because the Department of Justice prosecutes people for lying to Congress, and the Department of Justice is run ... by the Biden administration. So what is President Biden going to do about this?"

During an appearance on the Hannity Show, July 20, 2021, U.S. Sen. Rand Paul — who has grilled Fauci about his research funding in two separate hearings this year — announced he would indeed ask the DOJ for a criminal referral.²⁰

Paul specifically asked the DOJ to investigate whether Fauci violated 18 U.S. Code § 1001²¹ — which makes it a federal crime to make "any materially false, fictitious or fraudulent statement or representation" as part of "any investigation or review" conducted by Congress — or any other statute. Time will tell if it amounts to anything.

Gain-of-Function Research Is the Real Threat

Regardless of what happens to Fauci, at the end of the day, the key issue that needs to be addressed is whether we should allow research that involves making pathogens more dangerous to humans at all, regardless of what the intent behind it might be, or the specific technology used.

Lab leaks have occurred on multiple occasions, so it's really only a matter of time before something far more devastating than SARS-CoV-2 gets out. World leaders need to realize that funding gain-of-function research is the real threat here, and take action accordingly to forestall another pandemic. As long as researchers are allowed to mutate and create synthetic pathogens, they're creating the very risk they claim they're trying to prevent.

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 - ²⁰ Wave3.com July 21, 2021
 - ²¹ 18 US Code § 1001 - Statements or entries generally
-

Proof: The US Funded Wuhan Coronavirus Research

A Freedom of Information Act request has produced a report more than 900 pages long detailing U.S. funding of research at the Wuhan Institute of Virology and the coordinated work that EcoHealth Alliance, the National Institutes of Health and Dr. Anthony Fauci's National Institute of Allergy and Infectious Diseases did with the Wuhan lab.

* One of the NIH grants was for \$666,422 to study the risk of bat coronaviruses. The grant's plan, as written by the recipient, EcoHealth Alliance, outlines a plan to physically work in China on it. "This is a road map to the high-risk research that could have led to the current pandemic," Gary Ruskin, executive director of U.S. Right To Know, a group that has been investigating the origins of COVID-19, told The Intercept.

* "The documents contain several critical details about the research in Wuhan, including the fact that key experimental work with humanized mice was conducted at a biosafety level 3 lab at Wuhan University Center for Animal Experiment — and not at the Wuhan Institute of Virology, as was previously assumed," The Intercept added.

* All told, the documents show that EcoHealth Alliance received \$3.1 million, of which the Wuhan Institute of Virology received \$599,000 to "identify and alter bat coronaviruses likely to infect humans."

In other news MSN reported that a cable obtained by U.S. diplomat Rick Switzer and U.S. consul-general Jamie Fouss had obtained a cable stating that "NIH was a major funder, along with the National Science Foundation of China, of Sars research by the Wuhan Institute of Virology ... In the last year, the institute has also hosted visits from the National Institutes of Health (NIH), National Science Foundation and experts from the University of Texas Medical Branch in Galveston."

NOT RECORDED

SOURCES:

The Intercept September 6, 2021

MSN September 4, 2021

The Epoch Times September 7, 2021

Fauci Funded 60 Projects At The Wuhan Institute Of Virology

By Team Tucker Carlson Sept. 20, 2021

New revelations have come out about Anthony Fauci, the mad medic, Director of the National Institute of Allergy and Infectious Diseases (NIAID) and the Chief Medical Advisor to the President. This time from Australia.

We first noted the Wuhan Institute of Virology in 2020 and in April noted that the Institute experimented with live animals.

Sharri Markson from Sky News is coming out with a book that's a culmination of her efforts studying Anthony Fauci. She notes the following on Sky News hours ago:

Dr Anthony Fauci was "up to his neck" funding coronavirus research in Wuhan, which "just shows how incredibly stupid" he is, says Sky News host Sharri Markson. Ms Markson has been investigating Anthony Fauci's involvement in funding the Wuhan Institute of Virology and discovered his agency "had funded 60 projects at the Wuhan laboratory."

"Then he wrote a paper where he said gain of function research was worth the risk of a pandemic, and that he had even funded coronavirus research in conjunction with the Chinese military," Ms Markson said.

Mr Fauci, who has been the Director of the National Institute of Allergy and Infectious Diseases since 1984, apparently stayed silent during Oval Office meetings at the start of the pandemic about the "risky research that was underway at the Wuhan Institute of Virology".

"He never mentioned that his agency was funding this, and he actually knew a whole lot about it."

Sharri Markson explores this in a documentary premiering on Monday night, 'What Really Happened in Wuhan', including exclusive interviews with President Donald Trump and Mike Pompeo.

Watch at 8pm Monday on Sky News Australia.

Dr. Fauci never shared any of this with President Trump in the early months of the pandemic.

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CEO:

Stéphane Bancel

[Learn About Stéphane >](#)

US LOCATIONS:

200 Technology Square, Cambridge, MA

One Upland Road, Norwood, MA

THERAPEUTIC AREAS:

- Infectious Diseases
- Immuno-Oncology
- Rare Diseases
- Cardiovascular Diseases
- Autoimmune Diseases

CAPITALIZATION:

- Cash, cash equivalents, and investments in marketable securities: \$12.2 billion (unaudited as of June 30, 2020)
- No Debt

PARTNERS:



PIPELINE:

FOUNDING INVESTOR:

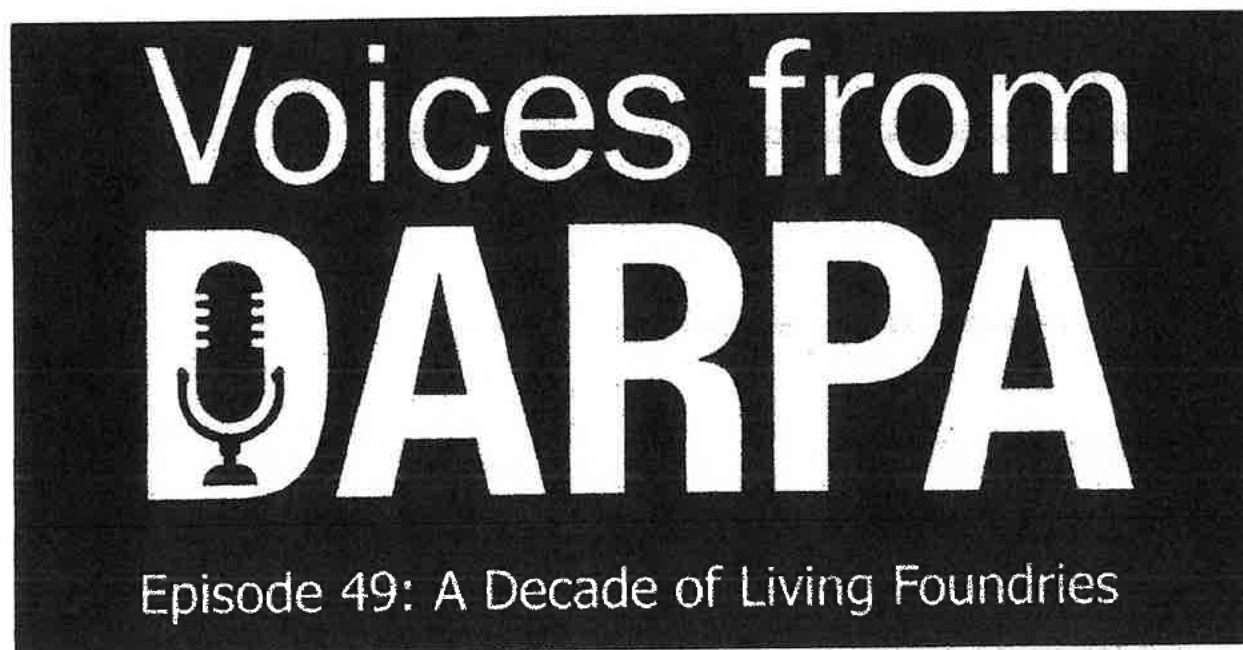
- Flagship Pioneering

moderna

Episode 49: A Decade of Living Foundries

OUTREACH@DARPA.MIL

9/15/2021



This episode of the *Voices from DARPA* podcast takes listeners on a tour of an audacious, decade-long project to merge biology and engineering into one of the most powerful engines of molecular invention the world has known. Although plenty of work remains to be done, the program, Living Foundries, is winding down. But not before its community of research performers and collaborators already has delivered a new and versatile biotechnology platform whose consequences have begun to ripple out. New companies. Follow-on investments. Chemical- and materials-based technologies for the Department of Defense ... and perhaps one day for the public at large.

As it has unfolded, the Living Foundries program has created an innovation ecosystem of industry, academic, and government researchers and champions. In the podcast, you will hear a story about how they have developed, proven, deployed, and continue to hone a versatile biosynthetic technology platform capable of producing both low-cost, bulk materials such as fire-resistant coatings and polymers as well as high-cost, low-quantity specialty items such as high-energy-density jet and missile fuels.

The crux of the technology is the new ability to quickly reprogram the genomes of yeast and other microbes with in-cell biosynthetic pathways that can ferment a diversity of precursor chemicals into an inventory of more-useful target molecules. Think of this as the way brewers use yeast to convert sugar into alcohol, but now you can replace the sugar and alcohol with a wide range of starting and ending chemicals. In recent years of the

program, researchers have produced, among other useful materials, antibiotics, drug-precursors, pesticides, adhesives, fuels, filtering materials, mold inhibitors, detergents, catalysts for chemical reactions, and optical materials such as liquid crystals. The molecule count that the platform has produced so far has topped 1600.

The Living Foundries program will keep on giving, says Anne Cheever, the program manager in DARPA's Biological Technologies Office who is taking the program to the finish line. Says Cheever, "Post Living Foundries, the breadth and throughput of products will only continue to expand, especially since commercial applications of this technology span across the biotech sector. And for the DoD, this will include continuing the development path. There's going to be solutions. There's going to be new enhancements to military needs as well as capabilities."

Blubrry (podcast host): https://blubrry.com/voices_from_darpa/80842867/episode-49-a-decade-of-living-foundries/

YouTube: <https://youtu.be/5FaweJeWx1Q>

iTunes: <https://itunes.apple.com/us/podcast/voices-from-darpa/id1163190520>

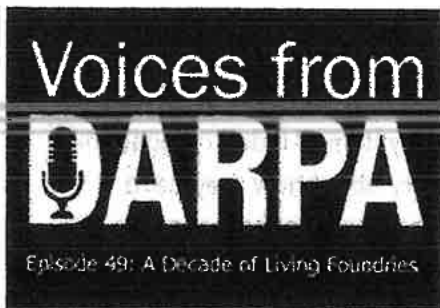
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[Episode 49: A Decade of Living Foundries](#)

18 U.S. Code § 1621 - Perjury generally

U.S. Code	Notes
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Whoever—

(1) having taken an oath before a competent tribunal, officer, or person, in any case in which a law of the United States authorizes an oath to be administered, that he will testify, declare, depose, or certify truly, or that any written testimony, declaration, deposition, or certificate by him subscribed, is true, willfully and contrary to such oath states or subscribes any material matter which he does not believe to be true; or

(2) in any declaration, certificate, verification, or statement under penalty of perjury as permitted under section 1746 of title 28, United States Code, willfully subscribes as true any material matter which he does not believe to be true;

is guilty of perjury and shall, except as otherwise expressly provided by law, be fined under this title or imprisoned not more than five years, or both. This section is applicable whether the statement or subscription is made within or without the United States.

(June 25, 1948, ch. 645, 62 Stat. 773; Pub. L. 88-619, § 1, Oct. 3, 1964, 78 Stat. 995; Pub. L. 94-550, § 2, Oct. 18, 1976, 90 Stat. 2534; Pub. L. 103-322, title XXXIII, § 330016(1)(I), Sept. 13, 1994, 108 Stat. 2147.)

NEWS AND COMMENTARY

DeSantis: Businesses Asking For Proof Of Vax Will Be Fined \$5,000 A Violation

By Amanda Prestigiacomo

Sep 13, 2021 DailyWire.com



Joe Raedle / Getty Images

Businesses asking for proof of vaccination or government agencies mandating vaccination for employees will be facing \$5,000 fines per violation, Florida Governor Ron DeSantis (R) reiterated this week.

DeSantis in May signed a bill allowing “the state to issue fines beginning Sept. 16 if people are asked to show proof they have received a COVID-19 vaccine

- Red Voice Media - <https://www.redvoicemedia.com> -**Microscopy Expert: Vials Contain Graphene Oxide, Parasites, Stainless Steel**Posted By Stew Peters Show On August 30, 2021 @ 9:32 am In Stew Peters Show | [23 Comments](#)

Americans are being illegally coerced to take medicine. That's a fact. That's happening in the land of the free. From 100% of the military to millions of healthcare workers (propped up early last year as heroes, now being told they can kick rocks), airline pilots, cops, firefighters are you seeing a trend here? The so-called servants to the public are being targeted and every key area of essential workers are now being subjected to tyranny at the hands of unchecked communist overlords with a newly-found authority to force you into an ineffective and in many cases dangerous face muzzle transforming what we're used to seeing as liberty-loving socialites into an almost mirror image of a burka-ridden extremist militant-run Muslim way of life.

Cover your face, stay away from your family, cancel your gatherings, forget about your holidays and take this shot. The safety and effectiveness of the injection is never a part of the conversation, and anyone that questions the ingredients or has noticed the historically record-smashing injuries and deaths is the new conspiracy theorist, right wing radical terrorist on the DHS list recently released in order to scare you into submission.

It's scary to be forced into doing something, even more so when the results could kill you but we're going to keep asking the question. What's in these shots? Why can't we know? Why hasn't Pfizer had a press conference since the fake FDA approval was set up as a furtherance of lies for the CNN propaganda machine? Maybe it's because you're not supposed to know.

Dr. Robert Young, a microscopy expert holding two PhD's, says he has [examined the contents](#) ^[1] of the four publicly-available CoV-19 "vaccines", and determined the vials to contain graphene oxide, deadly parasites and stainless steel, among other metals and contents. You can see his findings [here](#) ^[1].

One doctor, an expert in the field of microscopy, says he's examined the vials, and if what he's saying is accurate we now definitively know why it's a big secret. [Dr. Jane Ruby](#) ^[2] is an expert pharmaceutical researcher that joined Stew Peters to reveal the findings to the public.

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[Senior Trump HHS COVID Advisor Drops BOMBS! Task Force Mislead POTUS, No "Pandemic"](#) [10]

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URL to article: <https://www.redvoicemedia.com/2021/08/microscopy-expert-vials-contain-graphene-oxide-parasites-stainless-steel/>

URLs in this post:

[1] examined the contents: <https://www.drrobertyoung.com/post/science-team-reveals-graphene-aluminum-in-capsids-peg-parasites-in-4-cov-vaccines>

[2] Dr. Jane Ruby: <https://drjaneruby.com>

[3] social media: <http://evri.ink/StewPeters>

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[5] StewPeters.TV: <https://stewpeters.tv>

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[10] Senior Trump HHS COVID Advisor Drops BOMBS! Task Force Mislead POTUS, No "Pandemic":

<https://www.redvoicemedia.com/2021/08/senior-trump-hhs-covid-advisor-drops-bombs-task-force-mislead-potus-no-pandemic/>

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Japan Suspends Moderna Covid-19 Vaccine Doses after Metallic Containment Found in Dozens of Vials

The country's health has dismissed concerns over significant health problems for those who have been administered the vaccine from those vials, as the chances of the metals entering the body are extremely low.

By R. Ghosh

August 27, 2021 20:42 +08

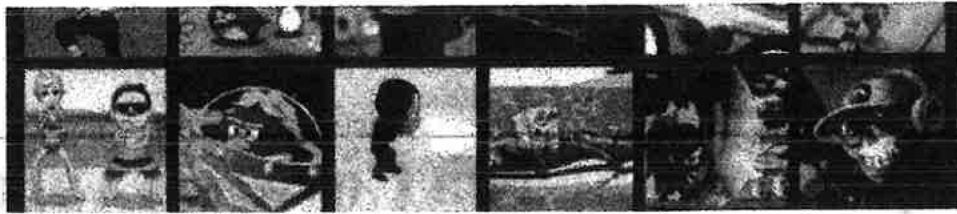
The foreign substance detected in dozens of vials of Moderna's Covid-19 vaccine in Japan is believed to be tiny pieces of metal, according to the country's health ministry. Japan had suspended the use of more than 1.63 million doses of the Moderna vaccine following reports of contamination in the vials.

However, experts have dismissed concerns over significant health problems for those who have been administered the vaccine from those vials, as the chances of the metals entering the body are extremely low. The foreign substances were found in vials at multiple vaccination sites.

Contaminated Vaccine?

On Thursday, Takeda Pharmaceuticals, which distributes the vaccine in Japan for Moderna, said that it had notified the ministry after several vaccination sites reported an unspecified foreign object was found in one specific lot.





The foreign substances were found in as many as 39 vials at eight vaccination sites in the prefectures of Ibaraki, Saitama, Tokyo, Gifu and Aichi since August 16, reports Xinhua news agency. Following that, the health ministry immediately suspended the use of all the Moderna vaccines in the country.

However, the ministry clarified on Friday that the foreign substances are believed to be metals and are a few millimeters in size and don't pose any threat to a person's health. The ministry said that the particles are too small to enter a person's body, so those who have already been jabbed from these vials.

More than 187,000 shots from the three suspended lot had already been administered in at least 21 prefectures, according to a tally by *Kyodo News*. Those include 50,000 doses in Osaka, 41,500 in Hyogo, 28,020 in Aichi and 13,330 in Hiroshima. This created a lot of panic but any threat to health has now been ruled out.

All's Well

Moderna too was initially in tension following the revelation. The company along with Rovi and Takeda Pharmaceutical Co. has launched an investigation and according to initial reports the entire thing happened during the production process.

According to *Asahi Shimbun*, an unidentified senior health ministry official said that the foreign material is "a metal that reacts to a magnet." That said, the ministry also confirmed that so far, there have been no reports of ill health from contaminated doses, or of foreign materials in other batches of the Moderna vaccine that have been distributed in Japan.

Health minister Norihisa Tamura said the government was contacting the 863 workplace and mass vaccination centers that received the three lot numbers to see if they are short of vaccines, and that it would start distributing replacement vials Friday.

Related topics :  Coronavirus 

Popular in the Community



Idaho doctor reports
"20 times increase" in cancer
among those vaccinated ~~for~~
"ated" for covid

Relieve Dark Spots In the
Blink Of an Eye (Watch
THIS)



Dr. Ryan Cole, a board-certified pathologist and diagnostics lab owner and operator based out of Idaho, has released shocking new information (<https://www.lifesitenews.com/news/idaho-doctor-reports-a-20-times-increase-of-cancer-in-vaccinated-patients/>) about how Wuhan coronavirus (Covid-19) "vaccines" are causing a massive "uptick" in autoimmune diseases and cancer.

In a video produced by the Idaho state government's "Capitol Clarity" project, Cole revealed how he is now seeing a 2,000 percent chronic illness increase in folks who took Donald "father of the vaccine" Trump's "Operation Warp Speed" injections (<https://archive.is/WAZLp>).

(<https://go.globalhealingcenter.com/c/435257/381717/5534>) "Since January 1, in the laboratory, I'm seeing a 20-times increase of endometrial cancers over what I see on an annual basis," Cole stated in the video.

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"I'm not exaggerating at all because I look at my numbers year over year, and I'm like 'Gosh, I've never seen this many endometrial cancers before.'"

Cole revealed these and other statistics at a March 18 event, telling Idahoans that the so-called "vaccines" for the Fauci Flu are invoking a "reverse HIV" type of autoimmune response in people's bodies.



A normal, well-functioning immune system has two types of cells that keep the body healthy: “helper” T-cells, also known as CD4, and “killer” T-cells, also known as CD8 cells. In the “fully vaccinated,” there is a massive suppression of “helper” T-cells, Cole warns, which leaves the patient susceptible to an array of illnesses.

“Post-vaccine, what we are seeing is a drop in your killer T-cells, in your CD8 cells,” Cole stated. “And what do CD8 cells do? They keep all other viruses in check.”

Is the government injecting people with HIV and calling it “covid vaccination?”

Cole’s claims resonate with the results of a study (<https://dreddymd.com/2020/12/25/covid-19-vaccines-may-increase-the-risk-of-hiv-infections/>) published in *The Lancet* late last year which found that Chinese Virus shots greatly increase a person’s risk of developing an HIV infection.

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Could it be that the jabs are actually inserting HIV into people’s bodies under the guise of “vaccinating” them against Chinese Germs? Is everyone being lied to about what these vials truly contain?

It would appear so, based on the latest evidence and revelations. While HIV is known to suppress “helper” T-cells, covid jabs are apparently suppressing “killer” T-cells, which Cole says has a similarly negative effect on immunity.

This vaccine-induced “killer T-cell” suppression, Cole goes on to warn, is generating a major uptick in cases of endometrial cancer, melanomas, herpes, shingles, mono, and even human papillomavirus (HPV) when “looking at the cervical biopsies of women.”

Other ingredients in the jabs, including polyethylene glycol, are also causing problems for people’s immune systems. Rather than protect them against a China Virus infection as claimed, these injection additives present a serious toxicity risk that could lead to even more health problems on top of those caused by the jabs’ HIV-like effects.

“Most concerning of all, there is a pattern of these types of immune cells in the body keeping cancer in check,” Cole warns about what these shots are doing, including in young people who were fully healthy before getting jabbed.

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23
"I'm seeing invasive melanomas in younger patients; normally we catch those early, and they are thin melanomas, [but] I'm seeing thick melanomas skyrocketing in the last month or two."

Cole has spoken at several events over the past several months, warning people about the serious risks involved with getting jabbed. Some of his work has been scrubbed from YouTube for being too truthful, so keep an eye out for fresh content about Dr. Ryan Cole at [Rumble.com](https://rumble.com/vmk84t-post-vaccine-20-x-increase-of-cancer.html?mref=9qiox&mc=7i756) (<https://rumble.com/vmk84t-post-vaccine-20-x-increase-of-cancer.html?mref=9qiox&mc=7i756>).

"Can you imagine what cancer rates will look like five years from now?" asked one commenter at *LifeSiteNews*. "This won't get reported. They won't even do a study."

More related news stories about Chinese Virus injections can be found at [ChemicalViolence.com](http://chemicalviolence.com/) (<http://chemicalviolence.com/>).

Ethan Huff

Sources for this article include:

[LifeSiteNews.com](https://www.lifesitenews.com/news/idaho-doctor-reports-a-20-times-increase-of-cancer-in-vaccinated-patients/) (<https://www.lifesitenews.com/news/idaho-doctor-reports-a-20-times-increase-of-cancer-in-vaccinated-patients/>).

[DrEddyMD.com](https://dreddymd.com/2020/12/25/covid-19-vaccines-may-increase-the-risk-of-hiv-infections/) (<https://dreddymd.com/2020/12/25/covid-19-vaccines-may-increase-the-risk-of-hiv-infections/>).



([https://www.amazon.com/Augason-Farms-Dinner-Emergency-Supply/dp/B00GDGGR4S?](https://www.amazon.com/Augason-Farms-Dinner-Emergency-Supply/dp/B00GDGGR4S?crid=2TOTS7KR1SSYK&dchild=1&keywords=food+buckets+survival+food&qid=1631738779&sprefix=fo+od+bucket%2Caps%2C392&sr=8-5&linkCode=li3&tag=dreddyclinic-20&linkId=5ac798677c12be7e3edb932fb5c02fba&language=en_US&ref=as_li_ss_il)

[crid=2TOTS7KR1SSYK&dchild=1&keywords=food+buckets+survival+food&qid=1631738779&sprefix=fo+od+bucket%2Caps%2C392&sr=8-5&linkCode=li3&tag=dreddyclinic-20&linkId=5ac798677c12be7e3edb932fb5c02fba&language=en_US&ref=as_li_ss_il](https://www.amazon.com/Augason-Farms-Dinner-Emergency-Supply/dp/B00GDGGR4S?crid=2TOTS7KR1SSYK&dchild=1&keywords=food+buckets+survival+food&qid=1631738779&sprefix=fo+od+bucket%2Caps%2C392&sr=8-5&linkCode=li3&tag=dreddyclinic-20&linkId=5ac798677c12be7e3edb932fb5c02fba&language=en_US&ref=as_li_ss_il))



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- Are covid vaccines part of the mark of the beast system? (<https://dreddymd.com/2021/09/07/are-covid-vaccines-part-of-the-mark-of-the-beast-system/>).
- Scientists warn push for COVID-19 booster shots not based on scientific data; "politics" and profits now driving vaccine policies (<https://dreddymd.com/2021/08/24/scientists-warn-covid-booster-shots-not-based-scientific-data/>).
- SATAN'S PUPPET: Pope Francis calls getting the abortion-tainted COVID-19 vaccine "an act of love" (<https://dreddymd.com/2021/08/24/pope-francis-covid-19-vaccine-act-of-love/>).

TAGGED BIG PHARMA, CANCER CAUSES, CAPITOL CLARITY, COVID, DANGEROUS MEDICINE, DEPOPULATION, GENOCIDE, INFECTIONS, PHARMACEUTICAL FRAUD, PLANDEMIC, RYAN COLE, VACCINES



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Dr Eddy Bettermann MD focus on Biological Medicine (Biologische Medizin), Darkfield Microscopy (Dunkelfeld Mikroskopie), Orthomolecular Medicine (Orthomolekulare Medizin), Ayurvedic Medicine (Ayurveda), Psychosomatic Medicine (Psychosomatische Medizin), raw food (Rohkost), fasting (Fasten): Our primary integrative medicine goal is the maintenance of your health and wellness, and we are committed to safe and effective healthcare. Our specialties include online integrative medicine education by alternative doctor: food and allergy management through the use of Integrative medical therapy, Environmental Medicine, General Family Medicine, Ayurveda, Panchakarma, Chronic Fatigue, ADHD, autism, Fibromyalgia, Yeast/Fungus related diseases – Candidacies, mercury dental replacement and detoxification, Natural Thyroid Replacement, Weight loss, Lyme Disease, Irritable Bowel Disease, Attention Deficit Disorder, Pervasive Developmental Disorders, Multiple Chemical Sensitivities, Addiction related programs, intestinal Dysbiosis, as well as trigger point therapy using Neural Therapy.

Dr. Eddy Bettermann MD, physician from Germany, consultant and teacher in biological medicine, especially dark field microscopy known as Live Blood Analysis in Thailand, Malaysia, Hong Kong, Singapore and the Philippines. But he lecture also in the USA, Canada and the U.A.E. He speaks english and german. <https://dreddymd.com/2017/01/17/the-interactive-live-blood-cd-and-the-certified-training-live-blood-analysis-online-course/> <https://dreddymd.com/courses/>

<https://dreddymd.com/2017/01/17/live-blood-microscopy-analysis-darkfield-course/> "Let thy Food be thy Medicine and thy Medicine be thy Food." — Hippocrates Physician Member of the Medical Board at AOX Singapore, Medical Doctor at Nurse Mobile Clinic and Physician at DrEddy Clinic Our Mission: The mission of the Integrative Medicine is to search for the most effective treatments for patients by combining both conventional and alternative approaches that address all aspects of health and wellness

– biological, psychological, social and spiritual. Biological Medicine is a big part of my work and so is Dark field Microscopy, what I use in my daily practice and what I teach more than 15 years in Asia and around the world: Live Blood Analysis in dark field based on Haematology. We utilize Live blood analysis since 2004, conventional as well as specialty laboratories for a thorough diagnostic work up of the disease in question. Our integrative medicine treatment regimens are especially unique and are tailored specifically to the individual needs of each patient. Our Mission: don't harm, prevent, use food as medicine We are a reliable partner for integrative medicine in Medical Spa & Clinic Development and integrative medicine Education Training for alternative doctors – we bring different holistic approaches, like Integrative Medicine, Traditional Chinese Medicine and Ayurveda Medicine together. On your request we offer our service in your place as well. Heavy metal poisoning Heavy metal poisoning is much more common than most people realize, and if you're thinking that it doesn't apply to you because you haven't been exposed to any, think again. If you've eaten fish regularly, had amalgam fillings, received vaccinations, drank contaminated water, or done industrial or agricultural work or pharmaceutical manufacturing, there's a good chance that you have a fair amount of toxic metals in your system.. We are here to help and to educate! Wishing your health and happiness Dr Eddy Bettermann MD Multimedia library <https://bit.ly/2Wgqsd3> Protect you and your family from harmful radiation <https://bit.ly/synergyscience-dreddymd> More information about 5G and EMF: <https://dreddymd.com/?s=5G+and+EMF> Protocol <https://amzn.to/2Nxsfq1> [View all posts by dreddymd](#)

One thought on “Idaho doctor reports “20 times increase” in cancer among those “vaccinated” for covid”

1. **Jeanie** says:

SEPTEMBER 17, 2021 AT 2:21 AM

Thank you for sharing 🙏🙏 you e set yourself apart from these other incompetent journalists that spread lies!!! Thank you 🙏🙏

REPLY

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[BLOG AT WORDPRESS.COM.](#)

37

MATERIAL SAFETY DATA SHEET GRAPHENE OXIDE



SECTION 1: Identification of the substance/mixture and of the company/undertaking

1.1 Product Details

Name	Graphene Oxide
Product Code	CGT-GO
REACH NO.	A registration number is not available for this substance as the substance or its uses are exempted from registration or the annual tonnage does not require a registration.

1.2 Relevant identified uses of the substance or mixture and uses advised against

Identified Uses:
Additive material for energy, coating, electronics, composites, etc. For professional use only. For R&D and industrial use only.

1.3 Supplier Details

Supplied By:	Ceylon Graphene Technologies Pvt Ltd, 100/1, Sri Jayawardenepura Mawatha, Rajagiriya, Sri Lanka
Telephone:	+ 94 0713 666 888 + 94 0770 411 985
Email:	info@ceylongraphene.com

SECTION 2: Hazards Identification

2.1 Classification of the substance or mixture

Not a hazardous substance or mixture according to Regulation (EC) No. 1272/2008. Substance properties have been derived from graphite (bulk substance); the properties of the single/few-layer nanomaterial is under evaluation and to some extent not known.

2.2 Label elements

No label required.

2.3 Other hazards

Exposure may aggravate pre-existing eye, skin, or respiratory conditions.

Cite as: 569 U. S. ____ (2013)

1

Opinion of SCALIA, J.

SUPREME COURT OF THE UNITED STATES

No. 12-398

**ASSOCIATION FOR MOLECULAR PATHOLOGY,
ET AL., PETITIONERS v. MYRIAD
GENETICS, INC., ET AL.**

**ON WRIT OF CERTIORARI TO THE UNITED STATES COURT OF
APPEALS FOR THE FEDERAL CIRCUIT**

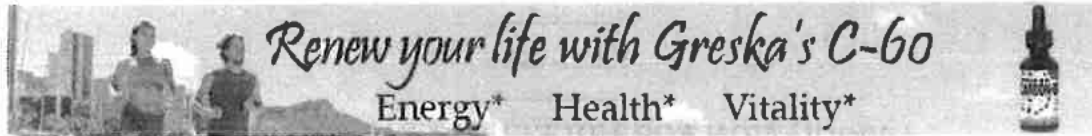
[June 13, 2013]

JUSTICE SCALIA, concurring in part and concurring in the judgment.

I join the judgment of the Court, and all of its opinion except Part I-A and some portions of the rest of the opinion going into fine details of molecular biology. I am unable to affirm those details on my own knowledge or even my own belief. It suffices for me to affirm, having studied the opinions below and the expert briefs presented here, that the portion of DNA isolated from its natural state sought to be patented is identical to that portion of the DNA in its natural state; and that complementary DNA (cDNA) is a synthetic creation not normally present in nature.

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If You Have Been Vaxed You Are Now Owned And Have No More Access To HUMAN RIGHTS Supreme Court 2013 - Pathology vs Myriad Genetics The Vaxed Can Be Patented (Owned)

Summary From The Net
7-11-21

In a Supreme Court case decision in 2013 - Pathology vs Myriad Genetics, Inc - the United States Supreme Court ruled that you cannot patent human DNA as it is 'a product of nature'. However, at the end of the ruling, the Supreme Court wrote that if you were to change a human's genome by mRNA vaccines (being used currently) then the (altered) genome CAN be patented.

This means that everyone who has had the 'vaccine' is now technically 'patented'. Anything that is patented is 'owned' and comes under the definition of 'trans human'.

All people who are legally identified as being 'trans human' do not have access to Human Rights or any Rights granted by the State. That is because they are not classified as anything 100% organic or human.

Therefore, technically, anyone having this 'vaccine' can no longer have any access to Human Rights. There have been a few legal papers discussing this recently, so there should be clarification on this soon. As of now, the high court ruling stands.

Full Supreme Court Ruling

www.supremecourt.gov/opinions/12pdf/12-398_1b7d.pdf



THE BLOGS

Christina Lin

Gene-editing, Moderna, and transhumanism

As gene-based mRNA vaccines from Moderna are being designed and tested at warp speeds to fight Covid-19, this is also bringing the debate over transhumanism into the forefront.

Transhumanism is a type of futurist philosophy aimed at transforming the human species by means of biotechnologies. Transhumanists see disease, aging and death as undesirable and unnecessary, and aim to transform human beings into post-human species with greater capacities than those of present human beings.

The philosophy is based on secular humanism and sees human nature as an evolutionary work-in-progress with room for improvement and enhancement. However, it is more radical in that it promotes not only traditional means of improving human nature such as education and cultural refinement, but also direct application of medicine and technology to overcome basic biological limits.



Transhumanists give special attention to genetic engineering, robotics, molecular nanotechnology and artificial intelligence, and the Covid-19 pandemic is providing gene-based vaccines a chance to break through into the global health market.

Moderna and gene-editing

Currently there are various companies such as Inovio, Moderna and CanSino Biologics that are testing mRNA and DNA vaccines to counter SARS coronavirus-2 (SARS CoV-2) which causes Covid-19, but Moderna is the front runner that recently nabbed \$472 million from U.S. government's Biomedical Advanced Research and Development Authority (BARDA) to develop the vaccine. This is in addition to the \$483 million it had already received back in April, bringing its total funding to \$955 million.

With U.S. government funding at nearly \$1 billion for one company, Moderna may be too big to fail. However, this is perplexing for a company that has never produced a single vaccine. According to a CNN report, Moderna was only established in 2010, has never brought a product to market, nor gotten any of its nine or so vaccine candidates approved for use by the FDA.

However, it has been a long-term Pentagon contractor for biodefense, working closely with Defense Advanced Research Project Agency (DARPA) on gene-editing and mRNA therapeutics. DARPA is focused on developing emerging disruptive technologies to maintain a competitive edge over adversaries, including many 'transhuman' projects such as genetic engineering and soldier enhancement via robotics.

In the case of Moderna and mRNA therapeutics, DNA vaccines is considered a new paradigm that would disrupt the pharmaceutical industry. Its vision is to harness a new technology that synthesizes messenger RNA, or mRNA—which is an instruction manual in every living cell for creating protein—to prompt the human body to make its own medicine.

So instead of injecting a piece of virus into a person to stimulate the immune system, the synthesized genes would be shot into the body whereby the genes are edited, deleted, added, to re-engineer human DNA to resist the disease. If successful, scientists hope DNA vaccines could be a “transformative” treatment for heart disease, metabolic and genetic diseases, kidney failure and even cancer. Moreover, it could be an effective form of biodefense to protect the population against biological warfare, which is also the mandate for DARPA and BARDA.

Transhumanism and hybrids

Indeed, DARPA is also developing other forms of human enhancement in addition to gene editing. Already scientists are merging robotics with the human body in brain-to-computer interface (BCI), wherein individuals with physical injuries can regain their functions, and soldiers become smarter and more powerful through the fusing of their brain with machines.

In a way, the Pentagon is now building real iron man similar to the American superhero based on the Marvel Comics character. Soldiers in exoskeleton suits

are physically more powerful than those without, while other soldiers with bionic limbs perform better than adversaries with human limbs. When one adds artificial intelligence with BCI, the sky is the limit for an army of these genetically modified and robotically enhanced humanoids.

But U.S. is not the only country engaged in human enhancement and transhumanism, as Russia and China are also in hot pursuit with exoskeletons, vaccines and brain implants. As this competition gains traction, one wonders what the future of their militaries may look like as human beings are steadily integrated with machines to become armies of iron man.

Here the Book of Daniel may lend some insights. In interpreting King Nebuchadnezzar's dream of an image with a head of gold, chest and arms of silver, belly and thighs of bronze, legs of iron, and feet of iron and clay, Daniel revealed the parts as the sequence of world empires, with the feet of iron and clay being the last.

All Telugu Christian Songs Lyrics
לדפי 5-7 שנים

SILVER		Media-Persia 536 B.C.
BRONZE		Greek Empire 330 B.C.
IRON		Roman Empire 27 B.C.
IRON / CLAY		Endtimes

King Nebuchadnezzar's dream man
Daniel 2

23

תגובה

27

13 In Daniel 2:43 it is written, "as you saw iron mixed with ceramic clay, they will mingle with the seed of men; but they will not adhere to one another, just as iron does not mix with clay," that seems to describe a hybrid of man (clay) mixed with machine (iron). And as transhumanism and biotech gain momentum, armies of hybrid humans of iron and clay may be a real possibility in a not too distant future world.

ABOUT THE AUTHOR

Dr. Christina Lin is a US-based foreign policy analyst specializing in China-Mediterranean relations. She has extensive US government experience working on national security issues and was a CBRN (chemical, biological, radiological, nuclear) research consultant for Jane's Information Group.

HEALTH

Vaxxed Make Up '85–90% of the Hospitalizations' from COVID Infection in Israel: Dr. Kobi Haviv



By Jon Fleetwood August 8, 2021

The Director of the Herzog Hospital in Jerusalem says the Covid-19 vaccine's "effectiveness is waning."

QUICK FACTS:

- Dr. Kobi Haviv—Director of the Herzog Hospital in Jerusalem, Israel—appeared on Israel's News 13.
- He told an anchor that "the effectiveness of the [coronavirus] vaccine is really fading."
- "Most of the population is vaccinated," said Dr. Haviv, and "85–90% of the hospitalizations are fully vaccinated people."

WATCH THE INTERVIEW:

BACKGROUND:

- Dr. Haviv's remarks come as the Israeli ministry figures confirmed 3,843 coronavirus cases on Thursday alone, even though "over 5.8 million have received at least one vaccine dose," as reported by The Times of Israel.
- This was the "fourth day in a row that new cases have passed 3,000."
- CNN calls the "new wave of infections" in Israel a "spike."
- Amid the "continued rise in cases," notes the Times of Israel, Israel's ministers have "approved significantly expanding restrictions on gatherings under the Green Pass system."
- However, over 60% of Israel's population have received the Covid-19 gene-based vaccine.
- About 5.8 million out of Israel's 9.3 million citizenry have received at least one vaccine dose.
- The Johns Hopkins online Coronavirus Resource Center indicates that Israel has an "Above World Average" vaccination rate, ranking 16th out of 162 world nations on the list.

Screenshot from the Johns Hopkins website taken August 6, 2021

- The Centers for Disease Control and Prevention (CDC) also lists Israel as having a "High" travel risk in their "Risk Assessment Level for COVID-19" chart, despite Israel's high vaccination rate.

Screenshot from the Centers for Disease Control and Prevention (CDC) website taken August 6, 2021

Jon Fleetwood is Managing Editor for American Faith.

BREAKING NEWS

Israel's COVID-19 Vaccine Breakthrough Cases Exceed 50%

August 11, 2021 • 5:56 pm CDT



(Precision Vaccinations) – According to the Israeli Health Ministry COVID-19 data dashboard [on August 11, 2021](#), the number of serious COVID-19 cases reached 405 yesterday, the highest one-day total since March 2021.

Furthermore, about 250 of these patients were fully vaccinated, known as a 'breakthrough case,' reported Haaretz News [case](#).

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Israel's real-time map displays where COVID-19 cases are reported

Home (/) Covid-19 (/vaccines/covid-19-vaccines-usa) Antibodies (/monoclonal-antibody-treatment) Vaccines (/vacci

Previously, the Ministry of Health launched a booster vaccination campaign for senior citizens.

As of August 8th, out of about 600,000 individuals vaccinated with the third COVID-19 vaccine dose (the booster dose), fewer than 50 cases of side effects around the time of vaccination have been reported so far by the Ministry of Health.

Additionally, Haaretz reported the Israeli government is forecasting that the number of patients hospitalized with COVID-19 could double every 10 days.

In reaction to this projection, Israel's Prime Minister Naftali Bennett and Health Minister Nitzan Horowitz agreed on August 10th to add new health care positions each time the number of hospitalized COVID-19 patients doubles. In addition, Israel's government intends to provide about \$773 million to fund the "booster shot" for hospitals initiative, reported the Time of Israel.

"We are preparing for a significant increase in the number of severe patients," the prime minister stated. "Our goal is to double the capacity of the healthcare system."

To alert US citizens of the current COVID-19 outbreak in Israel, the US Centers for Disease Control and Prevention (CDC) issued a very-high level Travel Advisory for Israel, West Bank, and Gaza on August 9, 2021. The new CDC Advisory says, 'avoid travel to Israel.'

'Because of the current situation in Israel, even fully vaccinated travelers may be at risk for getting and spreading COVID-19 variants. Therefore, if you must travel to Israel, make sure you are fully vaccinated before travel. And, travelers should follow recommendations or requirements in Israel, the West Bank, and Gaza, including wearing a mask and staying 6 feet apart from others.'

The CDC says 'all air passengers coming to the USA, including U.S. citizens and fully vaccinated people, are required to have a negative COVID-19 test result no more than 3 days before travel or documentation of recovery from COVID-19 in the past 3 months before they board a flight to the USA.'

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CDC study shows 74% of people infected in Massachusetts Covid outbreak were fully vaccinated

PUBLISHED FRI, JUL 30 2021 12:34 PM EDT UPDATED FRI, JUL 30 2021 8:27 PM EDT

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KEY POINTS

About three-fourths of people infected in a Massachusetts Covid-19 outbreak were fully vaccinated, according to new data published Friday by the CDC.

The new data, published in the U.S. agency's Morbidity and Mortality Weekly Report, also found that fully vaccinated people who get infected carry as much of the virus in their nose as unvaccinated people.



Boston EMS medics work to resuscitate a patient on the way to the ambulance amid the coronavirus disease (COVID-19) outbreak in Boston, Massachusetts, April 27, 2020.

Brian Snyder | Reuters

About three-fourths of people infected in a Massachusetts Covid-19 outbreak were fully vaccinated against the coronavirus with four of them ending up in the hospital, according to new data published Friday by the Centers for Disease Control and Prevention.

The new data, published in the U.S. agency's Morbidity and Mortality Weekly Report, also found that fully vaccinated people who get infected carry as much of the virus in their nose as unvaccinated people, and could spread it to other individuals.

"This finding is concerning and was a pivotal discovery leading to CDC's updated mask recommendation," CDC Director Dr. Rochelle Walensky said in a statement. "The masking recommendation was updated to ensure the vaccinated public would not unknowingly transmit virus to others, including their unvaccinated or immunocompromised loved ones."

On Tuesday, the CDC reversed course on its prior guidance and recommended fully vaccinated Americans who live in areas with high Covid infection rates resume wearing face masks indoors. The guidelines cover about two-thirds of the U.S. population, according to a CNBC analysis.

CNBC Health & Science

Read CNBC's latest global coverage of the Covid pandemic:

Data shows Covid booster shots are 'not appropriate' at this time, U.S. and international scientists conclude

As many return to the office, tensions flare between the 'vaxxed and unvaxxed'

CNBC poll shows very little will persuade unvaccinated Americans to get Covid shots

New study finds unvaccinated are 11 times more likely to die from Covid, CDC says

While the delta variant continues to hit unvaccinated people the hardest, some vaccinated people could be carrying higher levels of the virus than previously understood and are potentially transmitting it to others, Walensky told reporters on a call Tuesday. She added the variant behaves "uniquely differently from past strains of the virus."

A CDC document that was reviewed by CNBC warned that the delta variant sweeping across the country is as contagious as chickenpox, has a longer transmission window than the original Covid strain and may make older people sicker, even if they've been fully vaccinated.

Delta, now in at least 132 countries and already the dominant form of the disease in the United States, is more transmissible than the common cold, the 1918 Spanish flu, smallpox, Ebola, MERS and SARS, according to the document. Only measles appears to spread faster than the variant.

The data published Friday was based on 469 cases of Covid associated with multiple summer events and large public gatherings held in July in Barnstable County, Massachusetts, which encompasses Cape Cod and is just outside Martha's Vineyard. The events were held in Provincetown, according to NBC News. Approximately three-quarters, or 74%, of the cases occurred in fully vaccinated people who had completed a two-dose course of the mRNA vaccines or received a single shot of Johnson & Johnson's.

Overall, 274 vaccinated patients with a breakthrough infection were symptomatic, according to the CDC. The most common side effects were cough, headache, sore throat, muscle pain and fever. Among five Covid patients who were hospitalized, four were fully vaccinated, according to the agency. No deaths were reported.

Testing identified the delta variant in 90% of specimens from 133 patients.

While numerous studies have shown that the vaccines don't work as well against the delta variant as they did against other strains, health officials say they are still highly effective, especially in protecting against severe illness and death. Roughly 97% of new hospitalizations and 99.5% of deaths in the U.S. are among unvaccinated individuals, U.S. health officials repeated this week.

The CDC also said the data has limitations. The agency noted that as population-level vaccination coverage increases, vaccinated persons are likely to represent a larger proportion of Covid cases. Additionally, asymptomatic breakthrough infections might be underrepresented because of detection bias, the agency said.

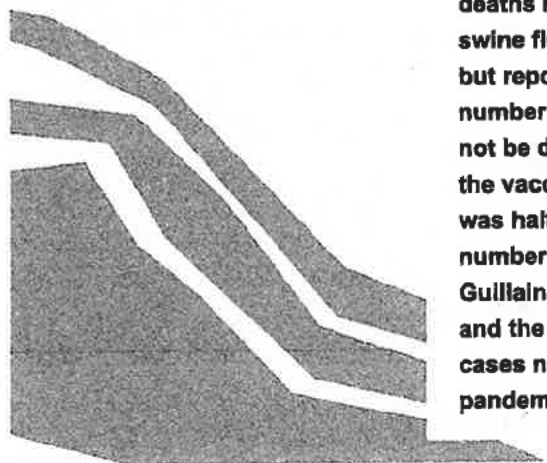
The CDC also said the report is "insufficient" to draw conclusions about the effectiveness of the authorized vaccines against Covid, including the delta variant, during this outbreak.

Comparisons between deaths reported after swine flu and Covid-19 vaccines are misleading

30 JULY 2021

WHAT WAS CLAIMED

Thirty-two deaths from the swine flu vaccine in 1976 halted the programme.



OUR VERDICT

Full Fact could not find a confirmed number of deaths reported after a swine flu vaccine in 1976, but reports suggest that a number of the deaths could not be directly linked with the vaccine. The rollout was halted because of a number of reports of Guillain-Barré syndrome, and the fact the swine flu cases never reached pandemic levels.

✓ 1 of 2 claims

Several posts on [Instagram](#) have compared the rollout of a swine flu vaccine in the US in the 1970s with the Covid-19 vaccination programme.

The posts claim that the rollout of the swine flu vaccine in 1976 was halted after it caused 32 deaths, while "more than 10,991 people have died from the Covid vaccines in the US alone".

Full Fact could find no official confirmation of 32 deaths caused by the vaccine, though this figure has been reported as one estimate, and reports state that the rollout was halted after concerns around the risk of Guillain-Barré syndrome.

According to the CDC, there were [6,207 reports](#) of death among people who received a Covid-19 vaccine up to 26 July, but there is no evidence these were directly caused by the vaccine.

The posts also claim that "typically over 50 deaths will halt a vaccine in the US".

We could find no credible source confirming a threshold of 50 deaths before a vaccine roll out is paused.

What happened with the 1976 swine flu vaccine?

In February 1976, [several soldiers at a US army post in New Jersey](#) fell ill with an unrecognised form of swine flu, which was later found to have spread to more than 200 people. By March, President Gerald Ford had announced a vaccine programme intending to "[immunise every man, woman and child in the US](#)" in the autumn of the same year.

Health

Fact checks about medical conditions, the NHS, social care and government funding of national health services

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Full Fact could find no definitive confirmation of 32 deaths after vaccination, with a range of estimates offered by different sources. A CNN article states: "the program was suspended after at least 25 people died from vaccine reactions. Other estimates put the death toll at 32 people," while a Los Angeles Times article states: "More than 500 people are thought to have developed Guillain-Barré syndrome [GBS] after receiving the vaccine; 25 died."

GBS is a rare condition that affects the nerves, causing problems such as numbness in the limbs, and can in some cases be life-threatening. It is thought to be caused by an issue with the immune system where the body mistakenly attacks and damages the nerves—especially after an infection such as flu, or food poisoning.

A different article, available on the National Center for Biotechnology Information (NCBI) site says that by 22 October 1976, 41 deaths amongst people who had been given the vaccine had been reported by the CDC, but there was "still no known connection to [the] vaccine".

Deaths without a proven link to the vaccine became the focus of intense media coverage. Another article on the NCBI site points to the intense media activity surrounding the death of three elderly people who received the vaccine at the same clinic. There was no evidence the deaths were caused by the vaccine.

The vaccination programme was halted in December 1976, days after the Centers for Disease Control and Prevention (CDC) reported a number of cases of GBS among individuals after receiving the jab.

At the time, a consensus was reached that the number of GBS cases was in excess of what would normally be expected, but later research has since found that the chances of developing the condition after vaccination are extremely small (approximately one additional case of GBS for every 100,000 people who got the swine flu vaccine).

Health officials, weighing the threat of the virus against the reports of GBS, decided to halt the immunisation programme until the issue could be explored.

In a reflection on the events of 1976, Pascal James Imperato, deputy health commissioner and the chair of the task force charged with rolling out the programme in New York at the time, writes: "The Guillain-Barré syndrome is known to occur after immunizations and a certain incidence was expected after swine influenza immunizations.

"Because of intense surveillance of vaccines for all kinds of side reactions and the litigious atmosphere surrounding the swine flu program, these cases surfaced very quickly."

The swine flu identified in 1976 did not lead to a pandemic. To date, Covid-19 has killed more than 600,000 people in the US, with more than 34.6 million infections.

Have almost 11,000 people died from the Covid-19 vaccine in the US?

According to the CDC, there were 6,207 reports of death among people who received a Covid-19 vaccine through the Vaccine Adverse Event Reporting System (VAERS) up to 26 July. More than 339 million vaccines have been administered in the US.

Healthcare providers, vaccine manufacturers, and the public can submit reports to VAERS, but reports are not confirmed side effects.

The VAERS site includes a substantial caveat noting this, stating: "While very important in monitoring vaccine safety, VAERS reports alone cannot be used to determine if a vaccine caused or contributed to an adverse event or illness.

"The reports may contain information that is incomplete, inaccurate, coincidental, or unverifiable. Most reports to VAERS are voluntary, which means they are subject to biases."

One Instagram post attributes the total of 10,991 deaths to a site which presents VAERS data and appears to include in its count thousands of reported deaths with a "foreign" or "unknown" location. Again, even if these were to be included in the toll, there is no

H.R.5546 - National Childhood Vaccine Injury Act of 1986

99th Congress (1985-1986)

Sponsor: Rep. Waxman, Henry A. [D-CA-24] (Introduced 09/18/1986)
Committees: House - Energy and Commerce; Ways and Means | Senate - Labor and Human Resources
Committee Reports: H.Rept 99-908 Part 1
Latest Action: Senate - 10/18/1986 Read twice and referred to the Committee on Labor and Human Resources. ([All Actions](#))
Tracker: Introduced **Passed House**

[Summary\(2\)](#) [Text](#) [Actions\(11\)](#) [Titles\(3\)](#) [Amendments\(0\)](#) [Cosponsors\(23\)](#) [Committees\(3\)](#) [Related Bills\(1\)](#)

There are 2 summaries for H.R.5546. [Passed House amended \(10/14/1986\) ▼](#)

[Bill summaries](#) are authored by [CRS](#).

Shown Here:

Passed House amended (10/14/1986)

(Measure passed House, amended)

National Childhood Vaccine Injury Act of 1986 - Title I: Vaccines - Subtitle 1: National Vaccine Program - Amends the Public Health Service Act to establish in the Department of Health and Human Services a National Vaccine Program to: (1) direct vaccine research and development within the Federal Government; (2) ensure the production and procurement of safe and effective vaccines; (3) direct the distribution and use of vaccines; and (4) coordinate governmental and nongovernmental activities. Requires the Director of the Program to report to specified congressional committees.

Establishes the National Vaccine Advisory Committee to recommend: (1) ways to encourage the availability of an adequate supply of vaccines; and (2) research priorities.

Authorizes appropriations for FY 1987 through 1991.

Subtitle 2: National Vaccine Injury Compensation Program - Part A: Program Requirements - Establishes the National Vaccine Injury Compensation Program as an alternative remedy to judicial action for specified vaccine-related injuries.

Prescribes the contents of any petition for compensation.

Grants U.S. district courts authority to determine eligibility and compensation. Requires the district court in which the petition is filed to designate a special master to serve as an adjunct to the court. Sets forth the responsibilities of the court.

Lists factors to be considered when determining the amount of a compensation award. Sets forth a table of injuries deemed vaccine-related for compensation purposes. Permits the Secretary of Health and Human Services to: (1) promulgate regulations to revise such table; and (2) recommend changes to the vaccines covered by the table.

Provides that compensation awarded under the Program shall be paid out of the National Vaccine Injury Compensation Trust Fund. Limits awards for actual and projected pain and suffering and emotional distress to \$250,000. Prohibits awards for punitive damages.

Establishes the Advisory Commission on Childhood Vaccines to: (1) advise the Secretary on the implementation of the Program; (2) recommend changes to the Vaccine Injury Table; and (3) recommend research priorities.

Part B: Additional Remedies - Sets forth procedures under which the person who filed a petition for compensation under the program may elect to file a civil action for damages.

Provides that no vaccine manufacturer shall be liable in a civil action for damages arising from a vaccine-related injury or death: (1) resulting from unavoidable side effects; or (2) solely due to the manufacturer's failure to provide direct warnings. Provides that a manufacturer may be held liable where: (1) such manufacturer engaged in the fraudulent or intentional withholding of information; or (2) such manufacturer failed to exercise due care. Permits punitive damages in such civil actions under certain circumstances.

Part C: Assuring a Safer Childhood Vaccination Program in the United States - Requires each health care provider who administers a vaccine listed in the Vaccine Injury Table to record certain information with respect to each such vaccine. Requires each health care provider and vaccine manufacturer to report certain information to the Secretary.

Requires the Secretary to develop certain vaccine information materials for distribution to the legal representatives of any child receiving a vaccine listed in the Vaccine Injury Table.

Directs the Secretary to promote the development of safer childhood vaccines.

Sets forth recordkeeping and reporting requirements for vaccine manufacturers. Imposes civil and criminal penalties for destroying, altering, or concealing any such report or record.

Part D: General Provisions - Allows any person to commence a civil action against the Secretary where the Secretary allegedly has failed to perform a duty under this Act. Provides for judicial review of the Secretary's regulatory actions in a court of appeals of the United States.

Allows the Secretary to provide licensing for unpatented vaccines for naturally occurring human infectious diseases under certain circumstances.

Requires the Secretary to conduct studies on pertussis, rubella, and radiculoneuritis vaccines and publish the results of such studies.

Directs the Secretary to study the risks to children associated with each vaccine listed in the Vaccine Injury Table and establish guidelines respecting the administration of such vaccines. Directs the Secretary to periodically review and revise such guidelines.

Directs the Secretary to review the warnings, use instructions, and precautionary information presently used by manufacturers of vaccines listed in the Vaccine Injury Table. Directs the Secretary to require manufacturers to revise and reissue any warning, instruction, or information found inadequate.

Grants the Secretary recall authority with respect to any licensed virus, serum, toxin, antitoxin, vaccine, blood, blood component or derivative, allergenic product, or other licensed product which presents a danger to public health. Establishes civil penalties for recall violations.

Directs the Secretary to make annual reports to specified congressional committees on the impact this Act has on the supply of vaccines.

Title II: Miscellaneous - Provides that certain Federal provisions designed to reduce paperwork shall not apply to information required to carry out this Act.

Emergency Use Authorization for Vaccines Explained

Español (<https://www.fda.gov/vaccines-blood-biologics/vaccines/explicacion-de-la-autorizacion-de-uso-de-emergencia-para-las-vacunas>)

FDA is globally respected for its scientific standards of vaccine safety, effectiveness and quality. The agency provides scientific and regulatory advice to vaccine developers and undertakes a rigorous evaluation of the scientific information through all phases of clinical trials, which continues after a vaccine has been approved by FDA or authorized for emergency use.

FDA recognizes the gravity of the current public health emergency and the importance of facilitating availability, as soon as possible, of vaccines to prevent COVID-19 - vaccines that the public will trust and have confidence in receiving.

What is an Emergency Use Authorization (EUA)?

An Emergency Use Authorization (EUA) is a mechanism to facilitate the availability and use of medical countermeasures, including vaccines, during public health emergencies, such as the current COVID-19 pandemic. Under an EUA, FDA may allow the use of unapproved medical products, or unapproved uses of approved medical products in an emergency to diagnose, treat, or prevent serious or life-threatening diseases or conditions when certain statutory criteria have been met, including that there are no adequate, approved, and available alternatives. Taking into consideration input from the FDA, manufacturers decide whether and when to submit an EUA request to FDA.

Once submitted, FDA will evaluate an EUA request and determine whether the relevant statutory criteria are met, taking into account the totality of the scientific evidence about the vaccine that is available to FDA.

Are the COVID-19 vaccines rigorously tested?

Yes. Clinical trials are evaluating investigational COVID-19 vaccines in tens of thousands of study participants to generate the scientific data and other information needed by FDA to determine safety and effectiveness. These clinical trials are being conducted according to the rigorous standards set forth by the FDA.

Initially, in phase 1, the vaccine is given to a small number of generally healthy people to assess its safety at increasing doses and to gain early information about how well the vaccine works to induce an immune response in people. In the absence of safety concerns from phase 1 studies, phase 2 studies include more people, where various dosages are tested on hundreds of people with typically varying health statuses and from different demographic groups, in randomized-controlled studies. These studies provide additional safety information on common short-term side effects and risks, examine the relationship between the dose administered and the immune response, and may provide initial information regarding the effectiveness of the vaccine. In phase 3, the vaccine is generally administered to thousands of people in randomized, controlled studies involving broad demographic groups (i.e., the population intended for use of the vaccine) and generates critical information on effectiveness and additional important safety data. This phase provides additional information about the immune response in people who receive the vaccine compared to those who receive a control, such as a placebo.

What safety and effectiveness data are required to be submitted to FDA for an EUA request for a vaccine intended to prevent COVID-19?

COVID-19 vaccines are undergoing a rigorous development process that includes tens of thousands of study participants to generate the needed non-clinical, clinical, and manufacturing data. FDA will undertake a comprehensive evaluation of this information submitted by a vaccine manufacturer.

For an EUA to be issued for a vaccine, for which there is adequate manufacturing information to ensure quality and consistency, FDA must determine that the known and potential benefits outweigh the known and potential risks of the vaccine. An EUA request for a COVID-19 vaccine can be submitted to FDA based on a final analysis of a phase 3 clinical efficacy trial or an interim analysis of such trial, i.e., an analysis performed before the planned end of the trial once the data have met the pre-specified success criteria for the study's primary efficacy endpoint.

From a safety perspective, FDA expects an EUA submission will include all safety data accumulated from phase 1 and 2 studies conducted with the vaccine, with an expectation that phase 3 data will include a median follow-up of at least 2-months (meaning that at least half of vaccine recipients in phase 3 clinical trials have at least 2 months of follow-up) after completion of the full vaccination regimen. In

addition, FDA expects that an EUA request will include a phase 3 safety database of well over 3,000 vaccine recipients, representing a high proportion of participants enrolled in the phase 3 study, who have been followed for serious adverse events and adverse events of special interest for at least one month after completion of the full vaccination regimen.

Part of FDA's evaluation of an EUA request for a COVID-19 vaccine includes evaluation of the chemistry, manufacturing, and controls information for the vaccine. Sufficient data should be submitted to ensure the quality and consistency of the vaccine product. FDA will use all available tools and information, including records reviews, site visits, and previous compliance history, to assess compliance with current good manufacturing practices.

What is the process that manufacturers are following to potentially make a COVID-19 vaccine available by EUA?

- Vaccine manufacturers are undertaking a development process that includes tens of thousands of study participants to generate non-clinical, clinical, and manufacturing information needed by FDA for the agency to determine whether the known and potential benefits outweigh the known and potential risks of a vaccine for the prevention of COVID-19.
- When the phase 3 portion of the human clinical trial reaches a predetermined point that informs how well a vaccine prevents COVID-19, as discussed and agreed to in advance with FDA, an independent group (called a data safety monitoring board) will review the data and inform the manufacturer of the results. Based on the data and the interpretation of the data by this group, manufacturers decide whether and when to submit an EUA request to FDA, taking into consideration input from FDA.
- After FDA receives an EUA request, our career scientists and physicians will evaluate all of the information included in the manufacturer's submission.
- While FDA's evaluation is ongoing, we will also schedule a public meeting of our Vaccines and Related Biological Products Advisory Committee, which is made up of external scientific and public health experts from throughout the country. During the meeting, these experts, who are carefully screened for any potential conflicts of interest, will discuss the safety and effectiveness data so that the public and scientific community will have a clear understanding of the data and information that FDA is evaluating to make a decision whether to authorize a COVID-19 vaccine for emergency use.
- Following the advisory committee meeting, FDA's career professional staff will consider the input of the advisory committee members and continue their evaluation of the submission to determine whether the available safety and effectiveness and manufacturing data support an emergency use authorization of the specific COVID-19 vaccine in the United States.

Who are the FDA career professionals evaluating EUAs for vaccines?

The FDA staff are career scientists and physicians who have globally recognized expertise in the complexity of vaccine development and in evaluating the safety and effectiveness of all vaccines intended to prevent infectious diseases. These FDA professionals are committed to decision-making based on scientifically driven evaluation of data. FDA staff are like your family - they are fathers, mothers, daughters, sons, sisters, brothers and more. They and their families are also directly impacted by the work that they do, and are exactly who you want making these important public health decisions for the United States.

What are the plans for continued monitoring of COVID-19 vaccines authorized by FDA for emergency use?

FDA expects vaccine manufacturers to include in their EUA requests a plan for active follow-up for safety, including deaths, hospitalizations, and other serious or clinically significant adverse events, among individuals who receive the vaccine under an EUA, to inform ongoing benefit-risk determinations to support continuation of the EUA.

FDA also expects manufacturers who receive an EUA to continue their clinical trials to obtain additional safety and effectiveness information and pursue licensure (approval).

Post-authorization vaccine safety monitoring is a federal government responsibility shared primarily by FDA and the U.S. Centers for Disease Control and Prevention (CDC), along with other agencies involved in healthcare delivery. Post-authorization safety monitoring during the COVID-19 pandemic vaccination program will aim to continuously monitor the safety of COVID-19 vaccines to rapidly detect safety problems if they exist. There will be multiple, complementary systems in place with validated analytic methods that can rapidly detect signals for possible vaccine safety problems. The U.S. government has a well-established post-authorization/post-approval vaccine safety monitoring infrastructure that will be scaled up to meet the needs of a large-scale COVID-19 vaccination program. The U.S. government - in partnership with health systems, academic centers, and private sector partners - will use multiple existing vaccine safety

monitoring systems to monitor COVID-19 vaccines in the post-authorization/approval period. Some of these systems are the Vaccine Adverse Event Reporting System (VAERS), the Vaccine Safety Datalink (VSD), the Biologics Effectiveness and Safety (BEST) Initiative, and Medicare claims data.

How will vaccine recipients be informed about the benefits and risks of any vaccine that receives an EUA?

FDA must ensure that recipients of the vaccine under an EUA are informed, to the extent practicable given the applicable circumstances, that FDA has authorized the emergency use of the vaccine, of the known and potential benefits and risks, the extent to which such benefits and risks are unknown, that they have the option to accept or refuse the vaccine, and of any available alternatives to the product. Typically, this information is communicated in a patient "fact sheet." The FDA posts these fact sheets on our website.

How is it that COVID-19 vaccines have been developed so quickly?

In public health emergencies, such as a pandemic, the development process may be atypical. For example, as demonstrated by the response to the COVID-19 pandemic, the U.S. government has coalesced government agencies, international counterparts, academia, nonprofit organizations and pharmaceutical companies to develop a coordinated strategy for prioritizing and speeding development of the most promising vaccines. In addition, the federal government has made investments in the necessary manufacturing capacity at its own risk, giving companies confidence that they can invest aggressively in development and allowing faster distribution of an eventual vaccine. However, efforts to speed vaccine development to address the ongoing COVID-19 pandemic have not sacrificed scientific standards, integrity of the vaccine review process, or safety.

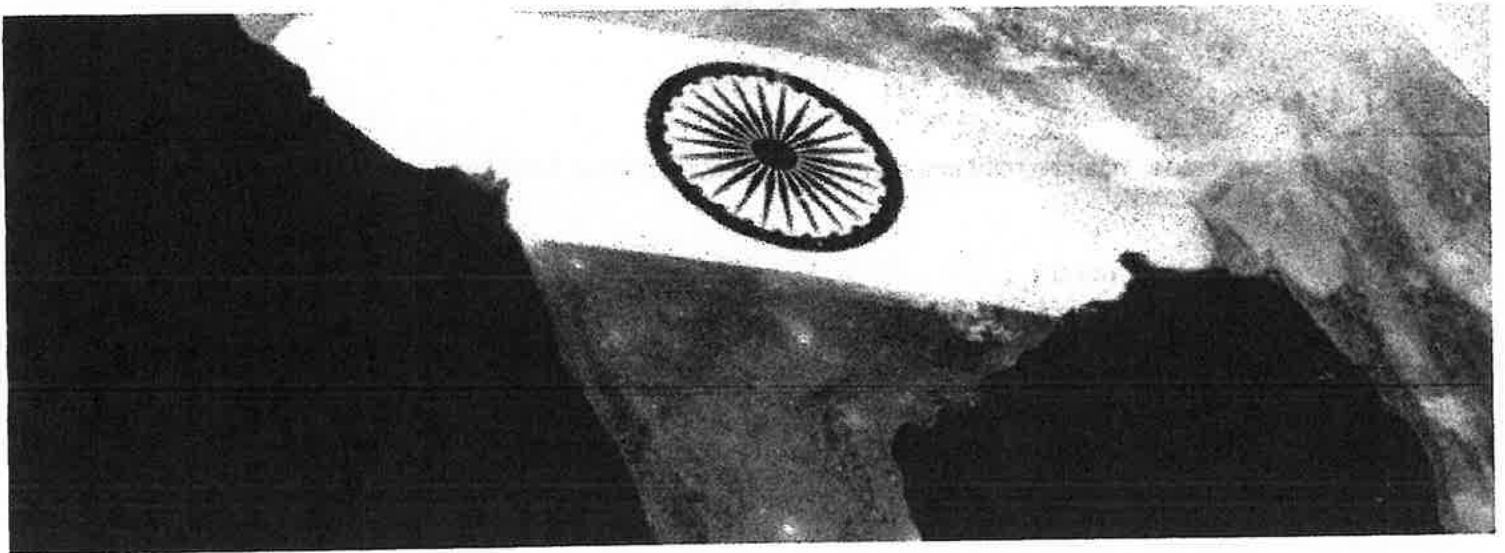
Recognizing the urgent need for safe and effective vaccines, FDA is utilizing its various authorities and expertise to facilitate the expeditious development and availability of vaccines that have met the agency's rigorous and science-based standards for quality, safety, and effectiveness. Early in a public health crisis, FDA provides clear communication to the pharmaceutical industry pertaining to the scientific data and information needed to ensure development of vaccines and works quickly to provide advice on their proposed development plans and assessment of the data that are generated.

Unprecedented Pandemic Turnaround in Uttar Pradesh with Dramatic Decline in Cases



TrialSite Staff
May 30, 2021

5 Comments



The health authorities for the state of Uttar Pradesh are easing up on COVID-19-based restrictions, at least in zones of the state where SARS-CoV-2 infections now fall below 600 cases. Just how big of a turnaround is the situation there? Well, for much of February and March of 2021, the average number of cases ranged from 100 to 350 in the most populated state of India with over 220 million people (if Uttar Pradesh was a nation, it would be sixth in the world, beating Brazil). That situation changed with the second pandemic wave here, which as TrialSite's analysis suggests, started with a potent mutant variant in combination with migrant labor's fear of imminent urban lockdowns, triggering migration and hence rapid viral spread. So by March 19, the state had 380 cases and the numbers of newly infected cases skyrocketed to 37,944 cases on April 24 alone, just over a month later. The state was already offering ivermectin as part of a population-wide regimen but the health authorities there doubled down their efforts as India's national COVID-19 guidelines introduced ivermectin just days before. What has happened since is nothing short of amazing, but unfortunately attracts little...

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Prominent Indian Physician Verifies Huge Impact of Ivermectin in Curbing Second Delta-Variant Wave in India



TrialSite Staff
August 29, 2021

19 Comments



TrialSite chronicled closely the use of ivermectin-based home medicine kits in India's largest state, Uttar Pradesh, and other states during the second wave of the pandemic starting in March and running through April. TrialSite shared that by June cases plummeted to what is today's far more contained situation. TrialSite had accumulated evidence that the World Health Organization (WHO) wanted this covered up. So impressive was the Indian effort in Uttar Pradesh that WHO had to report on the success, less the material information that state and local health authorities use of ivermectin in their aggressive home-based test and treatment regimen. This effort is either omitted in Western mainstream media or discounted as not proven by what are often disqualified fact checkers. Recently a prominent Indian physician, Dr. Lenny Da Costa, went on the record to discuss "The True Story of India" involving ivermectin treatments there. While propaganda and misinformation in the West rages, the top Geriatrician, Preventive Cardiologist, and anti-aging specialist from the coastal Indian state of Goa gave a breakdown of exactly how ivermectin was used and what in fact were the results. He...

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Dr. De Costa's medicine kits had Ivermectin, Vitamin C, & zinc
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Prominent Indian Physician Verifies Huge Impact of Ivermectin in Curbing Second Delta-Variant Wave in India

Prominent Indian Physician Verifies Huge Impact of Ivermectin in Curbing Second Delta-Variant Wave in India

 gparkof1  September 3, 2021  In the News

August 29, 2021 Trial Site News

TrialSite chronicled closely the use of ivermectin-based home medicine kits in India's largest state, Uttar Pradesh, and other states during the second wave of the pandemic starting in March and running through April. TrialSite shared that by June cases plummeted to what is today's far more contained situation. TrialSite had accumulated evidence that the World Health Organization (WHO) wanted this covered up. So impressive was the Indian effort in Uttar Pradesh that WHO had to report on the success, less the material information that state and local health authorities use of ivermectin in their aggressive home-based test and treatment regimen. This effort is either omitted in Western mainstream media or discounted as not proven by what are often disqualified fact checkers. Recently a

prominent Indian physician, Dr. Lenny Da Costa, went on the record to discuss "The True Story of India" involving ivermectin treatments there. While propaganda and misinformation in the West rages, the top Geriatrician, Preventive Cardiologist, and anti-aging specialist from the coastal Indian state of Goa gave a breakdown of exactly how ivermectin was used and what in fact were the results. He...

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FEATURED

India State of 241 MILLION People Declared COVID-Free After Government Promotes Ivermectin



By InfoWars 1 day ago

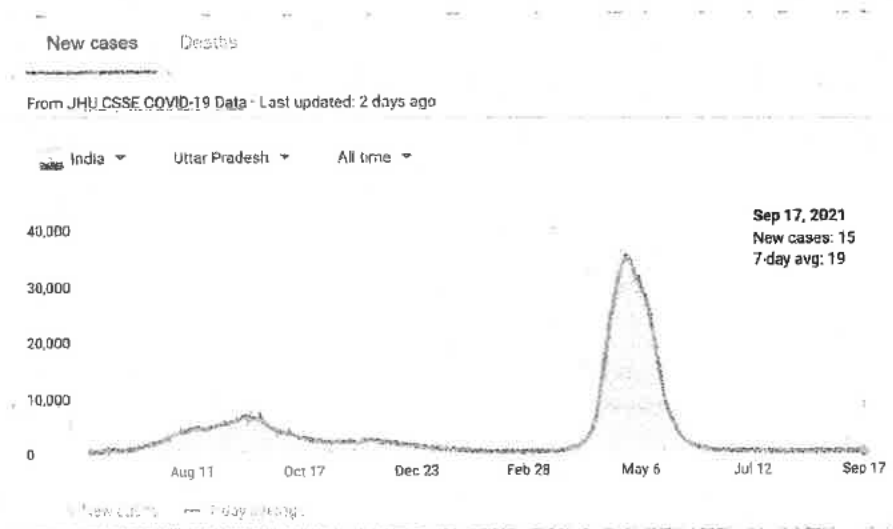
Population 2/3 that of the U.S. completely free of COVID despite having low vaccination rate of 5.8%.

America's vaccination rate at 54% but cases still rising and restrictions still imposed.

The state of Uttar Pradesh in India, which has the equivalent of two-thirds of the United States population, has been declared COVID-free, the state government announced last week.

There are no more active cases of coronavirus in the 33 districts of Uttar Pradesh, which has a population of 241 million people.

"Overall, the state has a total of 199 active cases, while the positivity rate came down to less than 0.01 per cent. The recovery rate, meanwhile, has improved to 98.7 per cent," *Hindustan Times* reported.



Credit: Google COVID statistics

How is it that Uttar Pradesh has fully recovered from COVID despite the fact that only 5.8% of its population has been fully vaccinated, compared to the USA that has 54% fully vaccinated?

The answer is likely because of the government's early use and distribution of ivermectin to its citizens.

From the Indian Express:

"Uttar Pradesh was the first state in the country to introduce large-scale prophylactic and therapeutic use of Ivermectin. In May-June 2020, a team at Agra, led by Dr. Anshul Pareek, administered Ivermectin to all RRT team members in the district on an experimental basis. It was observed that none of them developed Covid-19 despite being in daily contact with patients who had tested positive for the virus," Uttar Pradesh State Surveillance Officer Vikssendu Agrawal said.

He added that based on the findings from Agra, the state government sanctioned the use of Ivermectin as a prophylactic for all the contacts of Covid patients and later cleared the administration of therapeutic doses for the treatment of such patients.

Claiming that timely introduction of Ivermectin since the first wave has helped the state maintain a relatively low positivity rate despite its high population density, he said, "Despite being the state with the largest population base and a high population density, we have maintained a relatively low positivity rate and cases per million of population."

He said that apart from aggressive contact tracing and surveillance, the lower positivity and fatality rates may be attributed to the large-scale use of Ivermectin use in the state, adding that the drug has recently been introduced in the National Protocol for Covid treatment and management. "Once the second wave subsides, we would conduct our own study as there has been an emerging body of evidence to substantiate our timely use of Ivermectin from the first wave itself," Vikasendu told The Indian Express."

One would think the World Health Organization, Big Pharma, the mainstream media, and Dr. Anthony Fauci would be overjoyed by this development that ivermectin is undoubtedly saving lives.

But don't count on them celebrating that, because that would hurt their bottom lines of profit and power from their experimental and ineffective vaccines.

That's why they've been melting down over ivermectin after Joe Rogan successfully used it to treat his COVID infection earlier this month.

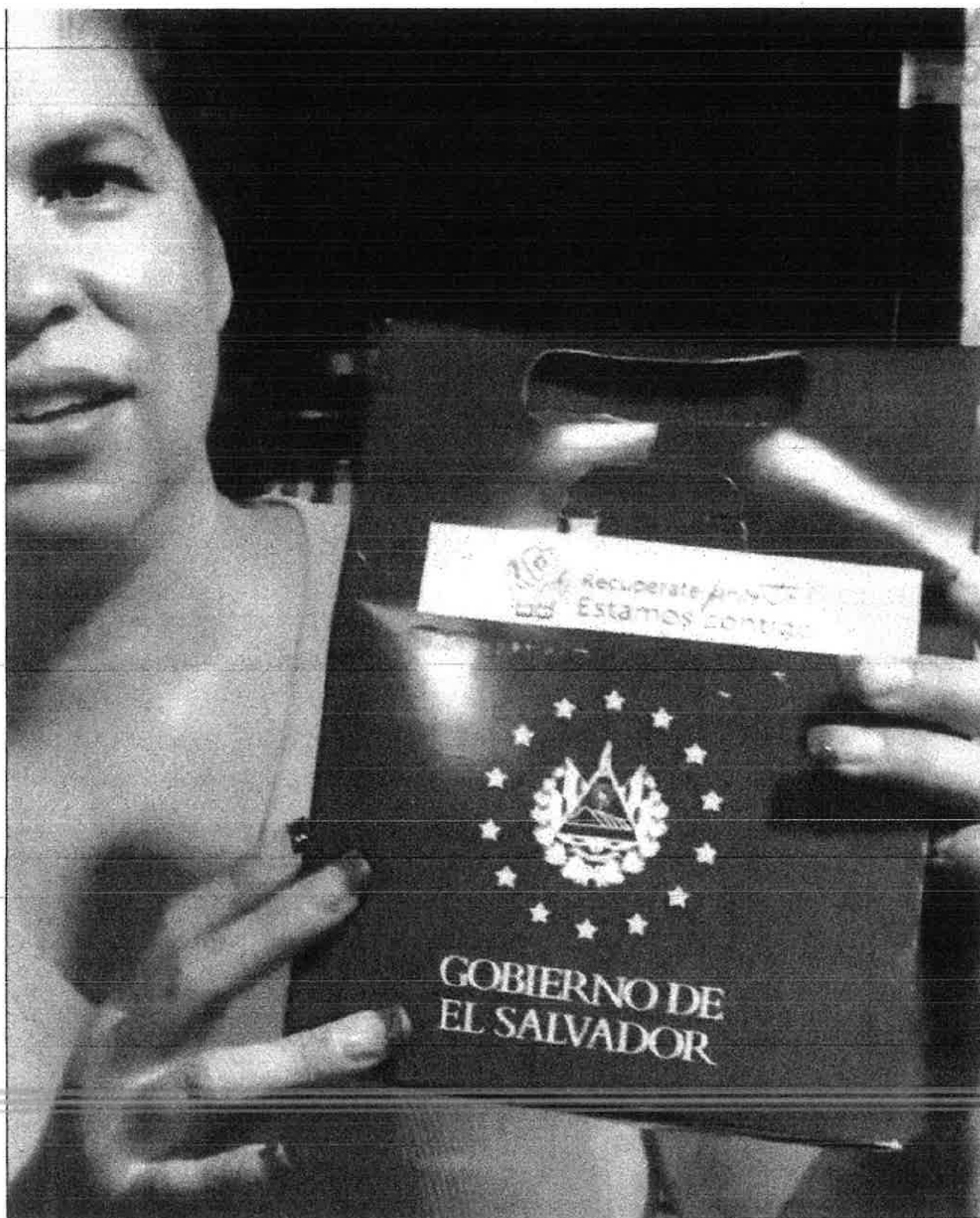
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El Salvador Government Gives Medicine Packets to All COVID-19 Patients. Guess What They Contain?

welovetrump.com/2021/09/18/el-salvador-government-gives-medicine-packets-to-all-covid-19-patients-guess-what-they-contain/

By daniel_g

September 18, 2021



Here at WLT, we've brought you the **truth about Ivermectin.**

And we've shown you the wonder drug's success for treating COVID-19 in **Uttar Pradesh, India.**

Here in the United States:

-Mainstream media spreads lies by calling Ivermectin "horse dewormer."

Trending: Now It's ENTIRE Stadiums: Here's EVERY "F*** Joe Biden" Chant from This Weekend

-Hospitals deny Ivermectin to patients who need it.

-The federal government pushes dangerous injections instead of the safe, effective treatment.

All three are complicit with crimes against humanity.

If we lived in a sane society, Ivermectin would be available to every American household to treat COVID-19.

But in the United States, our society has fallen off a cliff.

For a semblance of sanity, we must turn to El Salvador.

Follow on Telegram @WeLoveTrumpNoah

The Central American nation has taken a common sense approach to treat citizens who contract COVID-19.

El Salvador's government now sends medicine packets and instructions for self-treatment.

Let's see what's included in those medicine packets:

El Salvador actually helping their people #Ivermectin #IvermectinSavedMyLife
#DoNotComply <https://t.co/l4qKbzjuzm> pic.twitter.com/xH8TM7JhXC

— Vero P. 🐼❤️ (@veroniquepoir12) September 17, 2021

Oh, look what the Government of El Salvador is giving out — CoViD-19 Medicine
Packets with... Ivermectin pic.twitter.com/Ju5yetz8Zl

— Che Lejano, M.D. (@lejanomd) September 17, 2021

This package is given by El Salvador Govern to COVID patients, their families and in areas of prevalence of COVID.

The package includes:

- Acetaminophen 500mg (Panadol, Tylenol, Paracetamol)
- Vitamin C 500mg
- Vitamin D3 2000IU
- Zinc 50mg
- Aspirin 100mg for clots
- IVERMECTIN

— Erika62 (@Erika628) September 16, 2021

This package is given by El Salvador Government to every COVID patient, their families and in areas of high prevalence of COVID.

The package includes: Acetaminophen 500mg (Panadol, Tylenol, Paracetamol), Vitamin C 500mg, Vitamin D3 2000IU, Zinc 50mg, Aspirin 100mg for clots, IVERMECTIN
pic.twitter.com/61JR79wEQf

— sv HLE.HOLD sv (@et_hiep) September 16, 2021

El Salvador isn't just helping people with monetary freedom they are helping them avoid COVID using common sense care packets with VitC, D3, Zinc, and IVERMECTIN @romanmartinezc pic.twitter.com/lglDELt8Sx

— 🇸🇻 Pleb Kruse = BTC foundationalist 🇸🇻 (@DrJackKruse) September 16, 2021

Government of El Salvador is providing IVERMECTIN to all its citizens free of charge

Included in El Salvador's free Covid treatment give away along with ivermectin, is vitamin C, D, zinc & aspirin for blood-clots. No Jabs needed !!!<https://t.co/6AF9NIQil4>

— Equal Opportunity Society (@EqualOppSociety) September 17, 2021

El Salvador sends their people with Covid, a Care Packg with Vitamins, Ivermectin, and instructions of doses for free. Covid is treatable. US Politics and Pharma is corrupt. Wake Up. pic.twitter.com/HB3w2rKGqJ

— Gracie Chameleon (@cheli23) September 17, 2021

In case Big Tech deletes the video, here's a backup on **Rumble**:

TrialSite News reported:

99.9% Pure Investor Grade Silver Trump Collector Coins!

Recently, TrialSite discovered from readers that in the Central American nation of El Salvador, the nation's Ministry of Public Health (Ministerio de Salud Publica—MINSAL) had embraced the anti-parasitic drug ivermectin as part of a combination of recommendations for early-onset treatment of COVID-19 via an ambulatory home patient kit. Such action is similar to the approach successfully executed in the Indian state of Uttar Pradesh.

The Protocol

Called the "Outpatient Treatment for COVID-19, the protocol includes the following:

Medicines	Dose/Duration	Acetaminophen	500 MG 1 Tab VO C/6 hours	Loratadine	10 MG 1 Tab V C/12 hours
		Zinc	50 MG 1 Tab VO/ day	Ivermectin	6 MG 1 Tab VO C/12 day
		Vitamin C	500 MG 1 Tab VO C/day	Vitamin D	2000 MG 1 Tab VO C/day
		Azithromycin	1 Tab VO C/day		

Vaccines in El Salvador

By August 25, about 38.5% of the 6.5 million inhabitants had received both vaccine doses, while 52.9% of the total population had received at least one jab.



COVID-19 Therapeutics Strategy: Commission identifies five promising candidate therapeutics

Brussels, 29 June 2021

The EU Strategy on COVID-19 Therapeutics delivers today its first outcome, with the announcement of the first portfolio of five therapeutics that could soon be available to treat patients across the EU. Four of these therapeutics are monoclonal antibodies under rolling review by the European Medicines Agency. Another one is an immunosuppressant, which has a marketing authorisation that could be extended to include the treatment of COVID-19 patients.

Commissioner for Health and Food Safety, Stella Kyriakides, said: *"Today we are taking the first step towards a broad portfolio of therapeutics to treat COVID-19. Whilst vaccination is progressing at increasing speed, the virus will not disappear and patients will need safe and effective treatments to reduce the burden of COVID-19. Our goal is clear, we aim to identify more front-runner candidates under development and authorise at least three new therapeutics by the end of the year. This is the European Health Union in action."*

The five products are in an advanced stage of development and have a high potential to be among the three new COVID-19 therapeutics to receive authorisation by October 2021, the target set under the Strategy, provided the final data demonstrate their safety, quality and efficacy. The products are:

A new COVID-19 indication for existing medicines:

- baricitinib immunosuppressant (a medicine that reduces the activity of the immune system) from Eli Lilly: an application for extension of marketing authorisation for COVID-19 indication is under assessment

Newly developed monoclonal antibodies under rolling review - a regulatory tool to speed up the assessment of a promising medicine during a public health emergency:

- combination of bamlanivimab and etesevimab from Eli Lilly: under rolling review
- combination of casirivimab and imdevimab from Regeneron Pharmaceuticals, Inc. and F. Hoffman-La Roche, Ltd: under rolling review
- regdanvimab from Celltrion: under rolling review
- sotrovimab from GlaxoSmithKline and Vir Biotechnology, Inc.: under rolling review

Next Steps

The Commission will draw up a portfolio of at least 10 potential COVID-19 therapeutics by October, building on the work of the newly established expert group on COVID-19 variants. The selection process will be objective and science based, with selection criteria agreed with the Member States. Since different types of products are needed for different patient populations and different stages and severity of the disease, the expert group will identify product categories and select the most promising therapeutics candidates for each category based on science based criteria.

The portfolio will contribute to the objective of having at least three new therapeutics authorised by October and possibly two more by the end of the year. The European Medicines Agency will start more rolling reviews of promising therapeutics by end-2021, subject to research and development outcomes.

The Commission recently concluded a joint procurement of monoclonal antibodies (casirivimab and imdevimab) and could launch more by the end of the year.

The first industry matchmaking event on therapeutics will be organised on the 12-13 July to ensure that once authorised therapeutics are produced in sufficient quantity as soon as possible.

Background

The EU Strategy on COVID-19 Therapeutics aims to build a broad portfolio of COVID-19 therapeutics with the goal of having three new therapeutics available by October 2021 and possibly two more by

the end of the year. It covers the full lifecycle of medicines from research, development, selection of promising candidates, fast regulatory approval, manufacturing and deployment to final use.

The Strategy forms part of a strong European Health Union, using a coordinated EU approach to better protect the health of our citizens, equip the EU and its Member States to better prevent and address future pandemics, and improve resilience of Europe's health systems.

The Strategy, which focuses on the treatment of patients with COVID-19, works alongside the successful EU Vaccines Strategy, through which safe and effective vaccines against COVID-19 have been authorised for use in the EU to prevent and reduce transmission of cases, as well as hospitalisation rates and deaths caused by the disease.

More information

Questions and Answers: COVID-19 Therapeutics Strategy – list of 5 candidate therapeutics

European Commission's coronavirus response: therapeutics

Therapeutics Strategy

European Medicines Agency – COVID-19 therapeutics

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News | Coronavirus

Hospitals in COVID-19 hotspots to receive \$10 billion more in federal aid

Jul 20, 2020

By Rich Daly, HFMA senior writer and editor

- More than 1,000 hospitals in high-impact areas will get a share of \$10 billion in new federal assistance.
- The new payments will be \$50,000 per COVID-19 admission, less than the \$77,000 in an earlier round.
- Hospitals with large Medicaid populations have until Aug. 3 to apply for a separate pool of funds.

Hospitals that recently have submitted information on large COVID-19 caseloads could start to receive a share of \$10 billion in new federal assistance this week.

The U.S. Department of Health and Human Services (HHS) announced (<https://www.hhs.gov/about/news/2020/07/17/hhs-begin-distributing-10-billion-additional-funding-hospitals-high-impact-covid-19-areas.html>) it would begin sending payments July 20 to more than 1,000 hospitals in "high-impact" areas of the pandemic, based on the case count data they submitted in recent weeks.

That would add to the \$10 billion HHS sent in May to hospitals that had more than 100 COVID-19 patients by April 10.

Hospitals will qualify for payments based on whether admissions between Jan. 1 and June 10 meet one of the following criteria:

- More than 161 COVID-19 admissions
- At least one COVID-19 admission per day
- Higher than the national average ratio of COVID-19 admissions per bed

Amount of assistance reduced

The new round will pay \$50,000 per COVID-19 admission, compared with \$77,000 in the earlier high-impact round.

A senior HHS official said on a media call that the reduced funding is due to the number of such admissions surging from about 50,000 in the first round to more than 400,000 by the time of the second round.

The first-round payments went to 325 hospitals. The new round of payments will be "net from their payments — what they had already received" will be subtracted from their allocated total, the official said.

HHS is still evaluating some of the data hospitals submitted to receive the latest round of funding, so only \$8.5 billion of the \$10 billion is immediately ready for release. Hospitals will not need to submit more data to receive the new round of funding.

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The latest round of distributions leaves only \$50 billion unspent in the \$175 billion Provider Relief Fund appropriated by Congress.

The administration plans to release additional rounds of funding for high-impact areas that have emerged since the June 10 cutoff for the newest funding, the HHS official said.

Unless Congress changes the statutory language in any future round of appropriated provider assistance, the HHS official said his department expects to continue splitting the assistance between broad funding for all providers and focused funding on organizations more affected by local outbreaks.

"All providers had been affected by the virus and the need for elective care to be discontinued," the official said.

Medicaid provider eligibility

The official also urged Medicaid providers to apply for a pending round of \$15 billion that will be focused on them.

In June, HHS opened an application period for providers that serve Medicaid patients but did not receive funding from earlier rounds, which were based on Medicare revenues or net patient revenues.

Although HHS since has held webinars, offered application assistance and encouraged providers to apply for the Medicaid funding, there is concern that not all eligible have applied.

To draw more applicants, HHS has extended the application deadline to Aug. 3.

About the Author

Rich Daly, HFMA senior writer and editor, is based in the Washington, D.C., office. Follow Rich on Twitter: @rdalyhealthcare

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With 40% of COVID deaths, post-acute care sites get funding, scrutiny

May 26, 2020

By Rich Daly, HFMA senior writer and editor

- Post-acute care facilities had 42% of the total COVID-19 deaths in 38 states reporting.
- HHS has started distributing \$4.9 billion to skilled nursing facilities.
- Mandatory transfer policies caused problems in some states.

Amid reports that two of every five deaths from COVID-19 have been post-acute care patients, the Trump administration is providing new funding and Congress is calling for more research.

The toll of the coronavirus in post-acute facilities, long unclear due to a lack of official statewide or federal reporting, remains cloudy. But emerging data has painted an increasingly dire picture.

For instance, a May 21 update of a Kaiser Family Foundation tracker (https://www.kff.org/health-costs/issue-brief/state-data-and-policy-actions-to-address-coronavirus/?utm_source=web&utm_medium=trending&utm_campaign=covid-19) found 174,381 COVID-19 cases reported at 7,732 long-term care facilities in the 43 states where it was able to obtain data. Those facilities also had 42% of the total COVID-19 deaths in 38 states providing information.

Similarly, Sen. Elizabeth Warren (D-Mass.) said at a May 21 hearing of the Senate Special Committee on Aging that more than half of the COVID-19 deaths in her state were linked to long-term care facilities.

"Nursing homes have become the epicenter of the crisis," Warren said at the hearing.

Senators, researchers and clinicians at the hearing agreed that a lack of data on COVID-19 infections and deaths at long-term care facilities has hampered efforts to understand the scope of the challenge and the need for additional resources.

CMS this week required nursing homes to begin reporting such data for the first time and planned to begin publicly releasing it to the public by the end of May. However, other long-term care facilities are not required to report such data, senators were told.

Warren and other senators urged more long-term research to understand the threat posed by the coronavirus to those served by long-term facilities.

Funding released to SNFs

To address the challenge, the U.S. Department of Health and Human Services (HHS) on May 22 released nearly \$4.9 billion to skilled nursing facilities (SNFs) adversely affected by COVID-19.

The funding is part of a combined \$175 billion allocated to providers in the CARES Act and the Paycheck Protection Program and Health Care Enhancement Act.

"In allocating these funds, the Administration is working, among other things, to address the economic impact of COVID-19 on providers and doing so as quickly and transparently as possible," an HHS

release (<https://www.hhs.gov/about/news/2020/05/22/hhs-announces-nearly-4.9-billion-distribution-to-nursing-facilities-impacted-by-covid19.html>) stated.

Adverse financial effects from COVID-19 on SNFs, as cited by HHS, included:

- Up to a 6% decline in patient populations since the beginning of 2020
- Increased labor costs
- Costs of meeting testing requirements
- Increasingly costly personal protective equipment

The funding will be based on SNFs' fixed and variable costs, including:

- \$50,000 as a fixed distribution
- \$2,500 per bed as an additional distribution
- Targeted distributions for all certified SNFs with six or more certified beds

The payments will require recipients to attest to terms and conditions, some of which have raised concerns among hospitals.

The funding was welcomed by post-acute care advocates, but more likely is needed.

"Given the gravity of the situation we are facing with this deadly virus and its impact on our vulnerable residents, long-term care facilities require additional support and funding from state and federal governments to reduce its spread," Mark Parkinson, president and CEO of the American Health Care Association and National Center for Assisted Living (AHCA/NCAL), said in a written statement.

AHCA/NCAL previously requested \$10 billion to address facilities' COVID-19 needs.

The funding comes out to roughly \$325,000 for each of the 15,000 SNFs, nationwide, said Bill McGinley, president and CEO of the American College of Health Care Administrators.

But just meeting local, state and new federal testing standards for patients and staff twice a week "can be hundreds of thousands of dollars, alone," McGinley said in an interview.

He noted that such funding was not provided to other post-acute care providers caring for similarly vulnerable patients.

Systemic issues facing SNFs

One challenge to SNFs during the pandemic has been the requirement of some states that they accept COVID-19 patients discharged by hospitals. Industry officials worried that not all such facilities were equipped to provide needed care and to keep those patients from infecting other vulnerable patients or staff.

"It was a huge blunder to make that requirement," McGinley said, referring to one such requirement, in New York.

New York Gov. Mario Cuomo, a Democrat, on May 9 rescinded his order that nursing homes accept COVID-19-positive transfers from hospitals — after the order had been in place for 48 days during the height of the state's outbreak.

Meanwhile, CMS has stayed silent on the transfer issue and has instead aimed to make it easier for hospitals to keep such highly contagious patients within their more advanced facilities.

For instance, the agency recently issued new flexibilities ([https://www.cms.gov/newsroom/press-releases/trump-administration-issues-second-round-sweeping-changes-support-us-healthcare-system-during-covid?](https://www.cms.gov/newsroom/press-releases/trump-administration-issues-second-round-sweeping-changes-support-us-healthcare-system-during-covid?utm_campaign=General%20Newsletter&utm_medium=email&_hsmi=87658530&_hsenc=p2ANqtz-8ZHe-)

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that authorized hospitals to increase capacity for coronavirus patients by either adding more beds or transferring non-COVID patients to alternate care sites.



A message from Axios

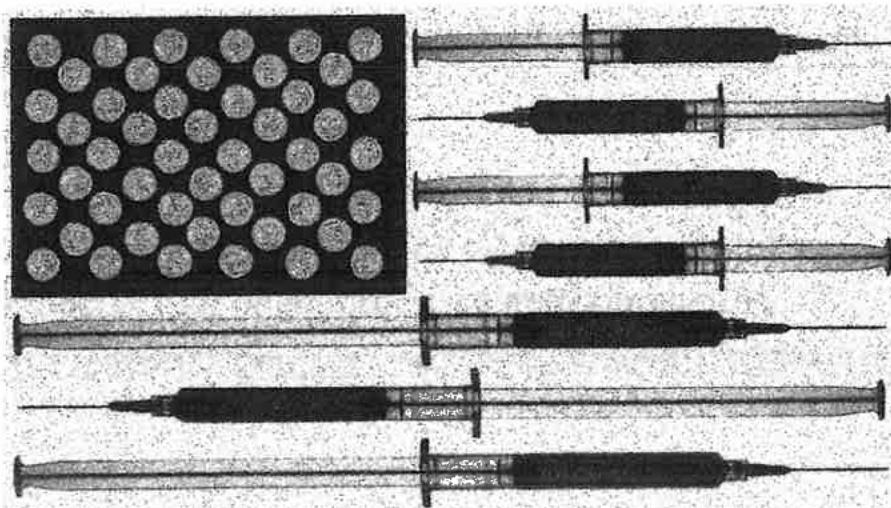
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Jun 25, 2020 - Health

The NIH claims joint ownership of Moderna's coronavirus vaccine



Bob Herman



owned" by the two parties. The contract was not signed before the new virus had been sequenced, specific to the novel coronavirus, and it was.

vaccine candidates [are] developed and jointly this past December that stated "mRNA coronavirus like MERS, for several years, and signed a contract

- NIH and Moderna have researched coronaviruses,

Driving the news: New evidence shines light on the extent of NIH's involvement.

• "We do have some particular stake in the intellectual property" behind Moderna's coronavirus vaccine, NIH Director Francis Collins said during an Economic Club interview in May.

The big picture: The NIH mostly funds outside research, but it also often invents basic scientific technologies that are later licensed out and incorporated into drugs that are sold at massive profits. The agency rarely claims ownership stakes or pursues patent rights, but that appears to be different with this coronavirus vaccine.

Why it matters: Because the federal government has an actual stake in this vaccine, it could try to make the vaccine a free or low-cost public good with wide distribution, if the product turns out to be safe and effective.

The National Institutes of Health may own intellectual property that undergirds a leading coronavirus vaccine being developed by Moderna, according to documents obtained by Axios and an analysis from Public Citizen.

- Separately, four NIH scientists have filed for a provisional patent application entitled "2019-nCoV vaccine," according to disclosures in a pending scientific paper. Moderna scientists co-authored that paper, but none are listed as vaccine co-inventors.
- That makes it clear "the government and the public have a stake" in the coronavirus vaccine, said Zain Rizvi, a health law and policy researcher at Public Citizen. "The vaccine would not exist without the intellectual contributions of federal scientists."

What they're saying: NIH said in a statement that its scientists created the "stabilized coronavirus spike proteins for the development of vaccines against coronaviruses, including SARS-CoV-2," and the government consequently has "sought patents to preserve the government's rights to these inventions."

- Further, NIH "has adopted a non-exclusive licensing approach for these patent rights in order to allow multiple vaccine developers" to make a vaccine.
- NIH added that "federal employees listed as inventors on these patent applications assigned their rights to the U.S. government. Accordingly, should the [United States Patent and Trademark Office] and other national patent authorities grant the patents, the U.S. government will hold ownership interest in the patents."

Moderna declines to comment beyond a statement, which said the company "has a broad owned and licensed IP estate" and is not aware of any IP that

Q =

would prevent us from commercializing our product candidates, including the coronavirus vaccine.

Between the lines: Rizvi said co-owning the vaccine could allow NIH to more broadly license the

underlying technology to other vaccine manufacturers "without the consent of Moderna," a company that is valued at \$25 billion despite having no federally approved drugs on the market.

The bottom line: Many experts anticipate a

coronavirus vaccine, once proven safe and effective, would be made as widely available as possible, and that developers aren't likely to seek big profits from it. Partial federal ownership could be a backstop if those assumptions don't bear out, but NIH isn't keen on stepping on industry's toes.

- "Talking to the companies, I don't hear any of them say they think this [vaccine] is a money-maker," Collins said during his Economic Club interview. "I think they want to recoup their costs and maybe make a tiny percentage of increase of profit over that, like single digits percentage-wise, but that's it. Nobody sees this as a way to make billions of dollars."



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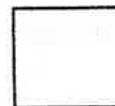
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Who do I contact if I didn't receive the Form 1099-MISC or think it contains an error?

If I received a check, and don't cash it, what happens? Maybe I lost it, or misplaced it in my home.

Whom should I contact when I have questions?

DECEASED INVENTOR ESTATE DISTRIBUTIONS

Are royalties distributed to the estate of a deceased inventor?

When are royalty payments made to inventors?

Royalty payments to inventors are processed two times in the calendar year. The first payment is generally made from late May to late June. The second payment is generally made from late October to late November. Payments cannot be distributed to inventors until the royalty information is completely reconciled to ensure accurate payouts.

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What do the payments represent?

The payments represent the inventor's share of royalty payments from licensees to the NIH during the fiscal year. For example, the first inventor payment is based on money received by the NIH for the period of October 1 through March 31. The second inventor payment is based on money received by the NIH for the period of April 1 through September 30.

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How are the royalty payments calculated?

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Inventors receive the first \$2,000 collected from a licensee. Next, they receive 15 percent of royalties above \$2,000 and up to \$50,000. Finally, they receive 25 percent of royalties in excess of the first \$50,000 collected each year. Each inventor cannot receive more than \$150,000 in royalty payments for a calendar year.

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How are the payments made to inventors?

The payments are made by either direct deposit to the inventor's financial institution or by check.

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How do I know when I will be receiving a royalty payment?

The Office of Financial Management sends out e-mails to inventors a couple of weeks in advance of the bi-annual payouts providing the amount of royalties to be sent and giving you an opportunity to update your banking information if needed.

Please Note: It is important to make sure that OFM has your current e-mail address.

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What do I do if I move or need to update my contact information?

If you move, contact the Office of Financial Management (OFM) at OFMRoyalty@mail.nih.gov and the NIH Office of Technology Transfer at OTT-Royalties@mail.nih.gov. Provide both offices with your updated contact information.

Please Note: It is recommended that you provide your personal contact information (including your personal e-mail address), because that typically does not change when you retire, change positions, or relocate.

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Is there a preferred method of inventor payment?

All payments should be made by direct deposit.

In order to ensure that inventor royalty income is deposited into the correct account, inventors are required to complete the ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM and return it by e-mail to the NIH Office of Financial Management (OFM).

E-mail: OFMRoyalty@mail.nih.gov

Please Note: You do not need to complete the ACH Coordinator information from your bank if you do not need their assistance completing the form.

Please Note: Due to COVID-19 concerns, OFM staff are no longer receiving ACH forms by USPS mail.

Please Note: It is recommended that you provide your personal contact information (including your personal e-mail address), because that typically does not change when you retire, change positions, or relocate.

Please Note: Anyone sending Personally Identifiable Information (PII) NIH/OFM should send it securely and confidentially over an SSL/encrypted connection.

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What do I do if I change financial institutions and/or change my bank account?

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Fraudulent PCR Tests EXPOSED! CDC Quietly Withdraws Emergency Use Authorization Due to Inability to Differentiate COVID-19 & Influenza

[welovetrump.com/2021/07/28/fraudulent-pcr-tests-exposed-cdc-quietly-withdraws-emergency-use-authorization-due-to-inability-to-differentiate-covid-19-influenza/](https://www.welovetrump.com/2021/07/28/fraudulent-pcr-tests-exposed-cdc-quietly-withdraws-emergency-use-authorization-due-to-inability-to-differentiate-covid-19-influenza/)

By daniel_g

July 28, 2021



The PCR tests were a key component to enforcing lockdowns in 2020.

* Although the widely inaccurate test was never meant to diagnose disease, health bureaucrats deemed PCR tests the gold standard to detect COVID-19.

And with the cycle threshold ramped up to a value of 38-40, it was inevitable that millions of people with no symptoms would test positive.

Ridiculous testing requirements forced many healthy individuals to test weekly for the virus.

Trending: BREAKING: Marjorie Taylore Greene Confirms FEDERAL LAWSUIT Against Pelosi To Be Filed

And we quickly saw a rapid rise in COVID-19 cases that gave the health overlords the excuse to deem asymptomatic spread a threat.

Asymptomatic spread was one of the key issues cited to convince people of lockdowns to "slow the spread."

Another peculiar thing happened with mass COVID-19 testing via PCR.

* * The flu appeared to vanish out of thin air.

Follow on Telegram @WeLoveTrumpNoah

* * After 18 months of economic, social, and health destruction, the CDC admitted the gold standard test couldn't distinguish between COVID-19 and the flu.

The CDC will withdraw current PCR tests and recommends method that can *differentiate* between SARS-CoV-2 and influenza. This might make it even clearer as to how the flu just disappeared at precisely the same point that another respiratory virus emerged with a similar death rate pic.twitter.com/jrMFFCyN7b

— Andreas Vou (@AndreasVou89) July 27, 2021

The CDC declared it will withdraw its request for PCR test use on an emergency basis on December 31, and strongly suggests labs adopt new tests capable of "differentiation" between COVID-19 and influenza. <https://t.co/VjrynwlBC>

— National File (@NationalFile) July 25, 2021

Holy smokes. The CDC indirectly admits current PCR tests lack capability to differentiate between COVID-19 and standard influenza.

Remember when the seasonal flu went *poof* last year? I think we finally have our explanation... ▼ <https://t.co/hZKKbLSzda> pic.twitter.com/RZ2y1Ajmi8

— Kyle Becker (@kylenabecker) July 28, 2021

* US CDC confirmed July 21 that the PCR test does not distinguish between SARS & influenza and it is withdrawing emergency use of PCR tests in USA from December 31, 2021. Drosten's meaningless test has caused more economic damage & suffering than any medical device in history. <https://t.co/0gYDPFIXpx> pic.twitter.com/QHzk8Kle0n

— Professor Michael Northcott (@msnorthcott) July 24, 2021

On July 21, CDC alerted US labs that it is withdrawing Emergency Use Authorization of PCR tests to detect infection of SARS-CoV-2. CDC recommends that labs transition to a different FDA authorized test as PCR tests cannot be used after Dec.31, 2021. #onpoli <https://t.co/MXWWpIP2B2>

— Roman Baber (@Roman_Baber) July 24, 2021

Fox News had the scoop:

The Centers for Disease Control and Prevention (CDC) urged labs this week to stock clinics with kits that can test for both the coronavirus and the flu as the "influenza season" draws near.

The CDC said Wednesday it will withdrawal its request for the "Emergency Use Authorization" of real-time diagnostic testing kits, which were used starting in February 2020 to detect signs of the coronavirus, by the end of the year.

"CDC is providing this advance notice for clinical laboratories to have adequate time to select and implement one of the many FDA-authorized alternatives," the agency said.

The U.S. has reported more than 34.4 million cases of the coronavirus since the pandemic began in 2020 and more than 610,000 deaths.

But while cases of COVID-19 soared nationwide, hospitalizations and deaths caused by influenza dropped.

According to data released by the CDC earlier this month, influenza mortality rates were significantly lower throughout 2020 than previous years.

There were 646 deaths relating to the flu among adults reported in 2020, whereas in 2019 the CDC estimated that between 24,000 and 62,000 people died from influenza-related illnesses.

GET THE TRUTH: DailyTruthReport.com

The CDC urged laboratories to "save both time and resources" by introducing kits that can determine and distinguish a positive test for the coronavirus and flu.

National File also reported:

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Many skeptics have noted that, with the emergence of COVID-19, flu cases diminished at a level that strains credulity. While the CDC estimated that between 24,000 and 62,000 died of "influenza related illnesses" in 2019, the number shrunk by nearly 99% in 2020, to a modest 646 deaths. Many have pointed to overuse of the PCR tests, which are designed to detect incredibly small amounts of viruses, for this massive change.

Others, perhaps more confusingly, say that while Americans did a poor job of social distancing, mask wearing, and hand sanitizing that was unable to prevent the spread of COVID-19, Americans also did a satisfactory job of social distancing, mask wearing, and hand sanitizing to prevent the spread of influenza viruses.

As National File reported earlier this year, the inventor of the PCR test once said Anthony Fauci, 80-year-old the decades-long director of the National Institute of Allergy and Infectious Diseases, "doesn't know anything" and is willing to lie on television. "Guys like Fauci get up there and start talking, you know, he doesn't know anything really about anything and I'd say that to his face. Nothing. The man thinks you can take a blood sample and stick it in an electron microscope and if it's got a virus in there you'll know it," said PCR test inventor Kary Mullis.

"He doesn't understand electron microscopy and he doesn't understand medicine and he should not be in a position like he's in. Most of those guys up there on the top are just total administrative people and they don't know anything about what's going on in the body. You know, those guys have got an agenda, which is not what we would like them to have being that we pay for them to take care of our health in some way. They've got a personal kind of agenda. They make up their own rules as they go. They change them when they want to. And they smugly, like Tony Fauci does not mind going on television in front of the people who pay his salary and lie directly into the camera," Mullis added.

Who wants to guess how many COVID-19 cases (and deaths) were actually influenza and simply misdiagnosed due to the PCR tests?

CDC Director Walensky Lies, Contradicting CDC's OWN DATA

by Selwyn Duke July 29, 2021

Rochelle Walensky lied about how kids died — and more children will suffer as a result.

Walensky, director of the Centers for Disease Control (CDC), perhaps trying to justify the administration position that children will probably have to wear masks at school in the fall, recently stated that COVID-19 is notably deadlier to kids than is the flu. The problem is that the CDC bigwig's claim was contradicted by an interesting source: the CDC.

Fox News host Tucker Carlson reported on this last night, stating that

“Walensky is an actual doctor.... She went to Harvard. She's never been elected to anything, but in a pandemic like this, her word is law. It's more powerful than anything Congress produces. She's her own federal agency. In fact, on a continuum, she sits somewhere between king and God. So read carefully as Rochelle Walensky tells you that COVID is killing twice as many children as influenza.

“I think it's really important for people to understand that this is not a benign disease compared to other diseases our kids see,” Walensky could be heard stating in a clip Carlson played (video below; relevant portion begins at 10:05). “If you look at the mortality rate of COVID, just this past year for children, it's more than twice the mortality rate that we see in influenza in a given year.”

The problem is that unless Walensky is profoundly ignorant of her own CDC's data and what attentive laymen have known for more than a year, her claim is a lie.

The Truth: “From 2019 to 2020, according to the CDC, a total of 124 children died of COVID. From 2020 to 2021, 213 children died of COVID. By comparison, influenza killed more than 400 children just last year,” Carlson related. “In fact, that was not an aberration. Influenza has killed far more children than COVID has in each of the past five years. It's not even close.”

This isn't some esoteric fact. I've long cited a study out of Newcastle University in London showing what data the world over reflect: that the flu is at least twice as dangerous to children under 10 as is the China virus. A good example is the Spanish Influenza epidemic of 1918-19, which claimed 675,000 American lives — many of them young. This is more than two million when adjusted for today's population.

In fact, insofar as diseases go and according to BusinessTech, influenza is history's fifth-greatest killer (50 million deaths), behind malaria, tuberculosis, smallpox, and plague.

On July 12, New York's Intelligencer further illustrated the irrationality of fearing the threat SARS-CoV-2 poses to children. “Over the course of the pandemic, 49,000 Americans under the age of 18 have died of all causes, according to the CDC,” the site wrote. “Only 331 of those deaths have been from COVID — less than half as many as have died of pneumonia. In 2019, more than 2,000 American kids and teenagers died in car crashes; each year, according to some estimates, about a thousand die from drowning.”

So if you're going to mask and/or vaccinate kids for fear of The Virus™, then you'd surely better keep them far away from water and autos.

What's more, “In a recent report, the CDC itself acknowledges it could be vastly over-reporting the number of children who are dying from COVID,” Carlson also related last evening. “The CDC report states that, when considering everyone who died of COVID, roughly 2.5% of those who died had a co-existing medical condition unrelated to their deaths. But for children under the age of 18, that number is dramatic — over 35% of children who died from COVID had what the CDC calls an ‘unrelated medical condition.’”

“In other words, more than a third of children ... listed on the official records as dying from COVID had comorbidity that the CDC assures us cannot possibly be connected to COVID,” Carlson continued. “But it appears, upon closer examination, the comorbidities might in fact be related to the deaths of those children.”

It may be obvious why Walensky and others tell this bold China virus/influenza lie and why Big Media aid and abet them: You can't justify masking and vaccinating children if people know that COVID is considerably less dangerous to them than a disease most of us sneeze at.

And some cities have actually reinstituted school mask mandates; the Biden administration, as mentioned earlier, has recommended such; and authorities have even pushed to get youths vaccinated. Below is a video of Walensky doing so just last month.

CDC Director Rochelle Walensky said that "troubling data" shows adolescents have been hospitalized, and many admitted to the intensive care unit, because of COVID-19. She said many required mechanical ventilation and urged parents to vaccinate children who are 12 and older.

(Moreover, it was just announced that vaccines will be "available" for children under 12 late this year.)

This is child abuse. Studies have shown that masks offer little to no benefit when prescribed for the general population. Yet the costs appear great, with strong indications that masks can become as pathogen-laden Petri dishes on people's faces and that wearers may be inhaling unhealthful plastic microparticles from them; furthermore, a study found that after just three minutes wearing-time, children were inhaling carbon dioxide at up to six times the acceptable adult level.

As for vaccines, youths have suffered medical complications and even death after taking them; for example, 13-year-old Jacob Clynick passed away just three days after receiving his second China virus injection. Does taking such risk over a disease that imperils kids less than does the flu make any sense?

No, and this explains all the lies. But what should be the consequence for a person who thus deceives? We can already say that the health authorities lied and children died. They, not the January 6 defendants, should be brought up on serious charges.

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--Sir Walter Scott

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Federal Judge Embarrasses the CDC With a Crucial Question on Mask 'Science' –
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a Crucial Question on Mask 'Science' – RedState

June 12, 2021 5 min read

When does science cease to be science? When one stops relying on the citing of objective evidence and starts gnashing their teeth at any questioning of a specific theory. In regards to masks, we crossed that Rubicon long ago.

Gov. Ron DeSantis is pushing the issue to its breaking point, requesting that the CDC has its mitigation requirements for cruise ships slapped down. Those requirements include having 95% of passengers vaccinated and mask-wearing. This is part of Florida's larger battle against so-called vaccine passports.

The judge in the case is apparently not going to let the CDC skate by. He asked the federal bureaucracy to provide actual evidence for its claims about mask efficacy.

"Where does this mask efficacy theory come from?" U.S. District Judge Steven Merryday of Tampa asked the [@CDCgov](https://twitter.com/CDCgov).

Does a federal judge think masks don't work?

By [@TB_Times](https://twitter.com/TB_Times) reporter [@mahoneysthename](https://twitter.com/mahoneysthename) and [@MiamiHerald](https://twitter.com/MiamiHerald) reporter [@taydolven](https://twitter.com/taydolven): <https://t.co/4EKfBppXFW>

— Jamal Thalji (@jthalji) [June 11, 2021](https://twitter.com/jthalji/status/1372888888888888888)

For those not familiar with Florida politics, the Tampa Bay Times and the Miami Herald are two of the most wretchedly left-wing papers in the state. The latter recently produced a fluff piece on conspiratorial nutjob Rebekah Jones that was so ridiculous and misleading that even some Democrats couldn't go along with it.

Given that, it's not surprising that this reporter from the Tampa Bay Times is setting his hair on fire over a judge daring to ask for (gasp!) evidence to support a specific requirement. Still, that doesn't mean it any less dumb. Science is not a religion, and nothing should be above questioning. If the CDC can't provide objective data, they shouldn't be allowed to throw their weight around the way they have."

The judge in the case pressed the federal government heavily on that, leading to this remarkable exchange.

When pressed on what level of transmission would require agency action, Powell said the agency has broad authority from Congress to prevent the interstate and international transmission of disease, and there's a need for "enforceable public health measures." Legally, the agency has the power to try to reduce transmission to zero, even if that may not be practical in the coronavirus' immediate future, she said.

Percival, for the state of Florida, pounced on that statement.

If that's true, "it's unclear what they cannot do," he said. "They can bar your doors. ... That is an astronomical power."

Florida's counsel has it right. By the CDC's telling, they can literally violate everyone's rights from here unto eternity by pressing for zero transmission — when that's impossible. When asked for specifics to back up their vast guidelines, they kept shooting blanks.

"Where does this mask efficacy theory come from?" Merryday said. "We've had masking and social distancing for a long time and we had a pandemic in the middle of it."

Powell responded that neither masks nor social distancing are cure-alls, but that they reduced the number of people who died.

"What you can do is make the best scientific decision you can with the evidence available. That's the CDC's job," she said. "We don't expect the risk to be zero, there will be risk on every ship. ... But we're still in the midst of a still-deadly pandemic."

What's never mentioned to the judge is what "evidence" is available that the CDC is going by. The reason they can't provide that is 1) because their own studies show mask mandates are statistically useless (the judge points that out) and 2) because they have no affirmative evidence that masks reduce the spread of COVID-19.

Besides, as I've written many times before, the case for mandatory masking just isn't there. We have far too much data at this point that shows no correlation between masks and rates of infection in communities. That can be seen by simply comparing different parts of the country that had different rules regarding masks. Further, the latest study also shows mandatory masking to have been pointless.

In short, the CDC was absolutely embarrassed in this hearing, and it's pathetic that the media, instead of noting that, are running cover and clutching their pearls that a judge would dare ask basic questions. Honestly, that's kind of scary. Do we really want to live in a country where objective data is ignored in the face of tyrannical dictates from the powers that be? I think not.

<https://platform.twitter.com/widgets.js>

Originally Posted on: <https://redstate.com/bonchie/2021/06/12/florida-judge-embarrasses-the-cdc-with-a-crucial-question-on-mask-science-n395797>

[By:

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Federal Judge Embarrasses the CDC With a Crucial Question on Mask 'Science'

June 13, 2021 By Stephen Frank [Leave a Comment](#)

Stanford did a compilation of 67 mask studies—none showed they had much value. Johns Hopkins Medical School did a study on masks—found they had little or no value. Now a Judge is using the law and common sense about the use of face mask with no values to them.

"Besides, as I've written many times before, the case for mandatory masking just isn't there. We have far too much data at this point that shows no correlation between masks and rates of infection in communities. That can be seen by simply comparing different parts of the country that had different rules regarding masks. Further, the latest study also shows mandatory masking to have been pointless.

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Government needs to be embarrassed for their lies. Fauci needs to be fired, then indicted for his lies which cost millions of jobs and thousands of people die—Fauci lied and people died.

Good for the Judge asking basic questions. Wait till these issues hit the California courts and Newsom is unable to show data for social distancing, closing of schools and churches. It will cost us billions in tax payer settlements—and that will never be enough to pay for the corruption of Gavin Newsom as Governor.

Federal Judge Embarrasses the CDC With a Crucial Question on Mask 'Science'



By [Bonchie](#), Red State, 6/12/21

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Given that, it's not surprising that this reporter from the Tampa Bay Times is setting his hair on fire over a judge daring to ask for (gasp!) evidence to support a specific requirement. Still, that doesn't mean it any less dumb. Science is not a religion, and nothing should be above questioning. If the CDC can't provide objective data, they shouldn't be allowed to throw their weight around the way they have, and even if they have objective data on an issue, how broad their power is remains a very serious question.

The judge in the case pressed the federal government heavily on that, leading to this remarkable exchange.

When pressed on what level of transmission would require agency action, Powell said the agency has broad authority from Congress to prevent the interstate and international transmission of disease, and there's a need for "enforceable public health measures." Legally, the agency has the power to try to reduce transmission to zero, even if that may not be practical in the coronavirus' immediate future, she said.

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Besides, as I've written many times before, the case for mandatory masking just isn't there. We have far too much data at this point that shows no correlation between masks and rates of infection in communities. That can be seen by simply comparing different parts of the country that had different rules regarding masks. Further, the latest study also shows mandatory masking to have been pointless.

In short, the CDC was absolutely embarrassed in this hearing, and it's pathetic that the media, instead of noting that, are running cover and clutching their pearls that a judge would dare ask basic questions. Honestly, that's kind of scary. Do we really want to live in a country where objective data is ignored in the face of tyrannical dictates from the powers that be? I think not.



A student wears a mask as he does his work at Freedom Preparatory Academy in Provo, Utah, on Feb. 10, 2021. (George Frey/Getty Images)

CORONAVIRUS IN-DEPTH

Mask Mandate for Children Is Not Backed by Science: New Jersey Senators

BY ELLA KIETLINSKA July 17, 2021 Updated: July 17, 2021

A A  Print

New Jersey senators held a hearing last week to explore whether the science supports forcing children to wear face masks in schools amid growing concerns regarding the efficacy and negative effects of these masks.

Scientists testified about the effectiveness of masks in preventing the spread of COVID-19, a disease caused by the CCP (Chinese Communist

Party) virus. Health professionals and parents talked about the impact of masks on children's health and well-being.

The participating lawmakers asserted that wearing masks by children does little to prevent the spread of COVID-19 and may harm children psychologically, emotionally, developmentally, and physically.

The requirement to wear masks in almost all public places in New Jersey was lifted by Governor Phil Murphy in May, but the mandate to wear masks for children in schools remained in place, justified by the lack of a COVID-19 vaccine for children under 12.

Mask Effectiveness for Children

There have not been any randomized clinical trials on children to assess the benefits of wearing masks, but different countries responded differently to the pandemic, said Dr. Martin Kulldorff, professor of medicine at Harvard Medical School, and a biostatistician and epidemiologist.

"During the first wave [of the COVID-19 pandemic] in the spring of 2020, most large Western countries closed their schools for longer or shorter time periods, including more states in the U.S. The one exception was
* Sweden, which kept schools and daycare open from ages 1 to 15, for which there are 1.8 million children."

At that time, there was no mask-wearing, no social distancing, and no COVID-19 testing for children in Sweden, Kulldorf said at the hearing, but there was more cleaning than normal in schools and daycare facilities and children who got sick were sent home.

* Despite this lack of restrictions, "none of these 1.8 million children died [of COVID-19]," Kulldorf emphasized.

“COVID is primarily spread through adults. When children do get infected ... they typically get it from an adult. And it’s very unusual to get transmission from children to adults.”

The risk of COVID-19 infection for teachers is the same or slightly lower than the average in other professions, Kulldorf said. “There’s no purpose of wearing masks, either for the benefit of the children or for the benefit of teachers. There’s no public health reasons to do that.”

“I think in the United States, for this whole pandemic, there have been about 350 reported COVID deaths among children. And we don’t know exactly how many of those are due to COVID versus how many are with COVID because [the] CDC hasn’t done that evaluation.”

* Kulldorf said that the number of child deaths due to influenza is between 200 and 1,000 every year depending on the severity of influenza.

* “Every one of these deaths is tragic,” Kulldorf said, but “for children, [mask] doesn’t particularly give them any protection from COVID.”

Adverse Effects of Masks

A student plays the flute while wearing a mask during a music class at the Sinaloa Middle School in Novato, Calif., on March 2, 2021. (Haven Daily/AP Photo)

* "There was ample evidence for adverse effects of children wearing masks and they should not be forced to wear them," said Maria Crisler, a clinical scientist with specialty experience in microbiology.

* According to a study conducted in April, 68 percent of more than 25,000 children participating in the study "had problems wearing face coverings" and the content of carbon dioxide inhaled by them was several times
* higher than the acceptable norm, Crisler testified.

107
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Due to the high intake of carbon dioxide, children sampled for the study experienced symptoms such as irritability, headache, difficulty concentrating, reluctance to go to school or kindergarten, malaise, impaired learning, drowsiness, or fatigue, Crisler said.

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The issue of mask-wearing is even more critical for children than for adults because anatomical differences make a child more vulnerable than an adult to injury from oxygen deprivation and high intake of carbon dioxide, the clinical scientist explained.

*
*
"There are physiological changes within 45 seconds of wearing a mask to the brain, from the heart, the lungs, the kidneys, and the immune system."

*
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Moreover, microbes can concentrate on the outside of masks because microbe carrying droplets are trapped in masks and can be re-inhaled, Crisler said in her presentation. "Without a mask exhaled droplets and aerosol dry quickly. ... The longer the mask is used, the more bacteria are exhaled through it."

"The outside of surgical mask—the ones that the children are mostly wearing to school—tested in hospitals, found more concentrated microbes on the outside of the masks themselves than in the environment."

A study performed by a lab of the University of Florida showed that several types of microbes were present on masks, Crisler noted, emphasizing that the study was non-scientific.

Crisler also mentioned that natural solutions to protect children "begin with diet and exercise," as poor diets and lack of rest are among factors contributing to disease and immune dysfunction.

Dr. Paul Alexander, a professor of evidence-based medicine at McMaster University in Canada and a former COVID pandemic advisor at the Trump Administration, pointed out that there is no clear evidence that masks are effective but there are reports and evidence that wearing masks is potentially harmful.

* "You're accumulating carbon dioxide behind the mask, you're not getting proper oxygen, etc. And you have reports across the world of damage," Alexander said adding, the "WHO [World Health Organization] put out a report ... stating children under six years old, should not be masked, under no condition."

* * Alexander also said that cases of asymptomatic transmission of COVID-10 which drove the lockdowns and school closures as well as reinfections are very rare.

"When we look at the evidence, we can't find clear indications, actual evidence, cases, where asymptomatic spread is a real concern or reinfections, recurrent infections is a real concern. And we can argue each case that you present as flawed interpretation."

Masked students wait in a socially distanced single file line before heading to the cafeteria at an elementary school in Louisville, Ky., on March 17, 2021. (Jon Cherry/Getty Images)

Jacqueline Tobacco, a member of the Board of Education in Middletown, New Jersey, testified that her son attended a school without wearing a mask since September after a long fight and a lawsuit that she had filed.

“He has successfully attended school all year—schools have been open in Middletown—and never was quarantined, never got COVID,” Tobacco sad.

She won the race for a seat on the Board of Education after campaigning on a platform against the lockdowns and against the mask mandates and

became a board member in January.

Erin Pain, a school nurse, testified that wearing masks can harm children psychologically, developmentally, and physically.

She saw many children experiencing anxiety and severe fear. Pain told senators the story of a girl who came to see her because she vomited in class. That girl got really nervous when she saw people wearing masks and the thought occupied the child's mind to the point that she felt sick in her stomach and threw up.

Another girl who Pain saw was hysterically crying because she forgot to bring her mask to school and was afraid that she would bring COVID home. "I had to spend 15 minutes with her to calm her down just to get her to go into class," Pain said.

A child's development may also be impacted by wearing a mask, Pain explained. "Children learn by recognizing facial cues ... and [their learning] is hindered by wearing a face mask."

When their teacher smiles at them, children know that they got the right answer or did a good job, Pain continued.

"Developmentally, these kids are suffering. They're having a really hard time, especially the hearing impaired and the special needs children who are having a severely difficult time wearing these masks," she said.

The nurse also saw face rashes, sore throat, canker sores related to wearing masks. Children sometimes wear the same mask for several days, touch them, and sometimes forget to wash their hands after using the bathroom, or flip them inside out, Pain said.

The CDC recommends washing cloth mask whenever it gets dirty or at least daily.

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New Jersey state Sen. Michael Doherty, a Republican, said after all testimonies were given, "We heard today that masks cause harm and there's no benefit. And there's a lot of science to back that up. It's causing irreparable harm to our children. And the science is very clear to me."

"It was really important to hear the science," said Republican New Jersey Sen. Kristin Corrado.

* "We have legislation [introduced] ... that would prohibit any school or school bus from mandating that children wear masks in school or on the bus. We also have legislation that would prohibit masking mandated at daycares and summer camps. Parents should be the only ones making medical decisions for their children. And let's be clear, wearing a mask is a medical decision, that should never be made by" the government of New Jersey, Corrado said at the conclusion of the hearing.

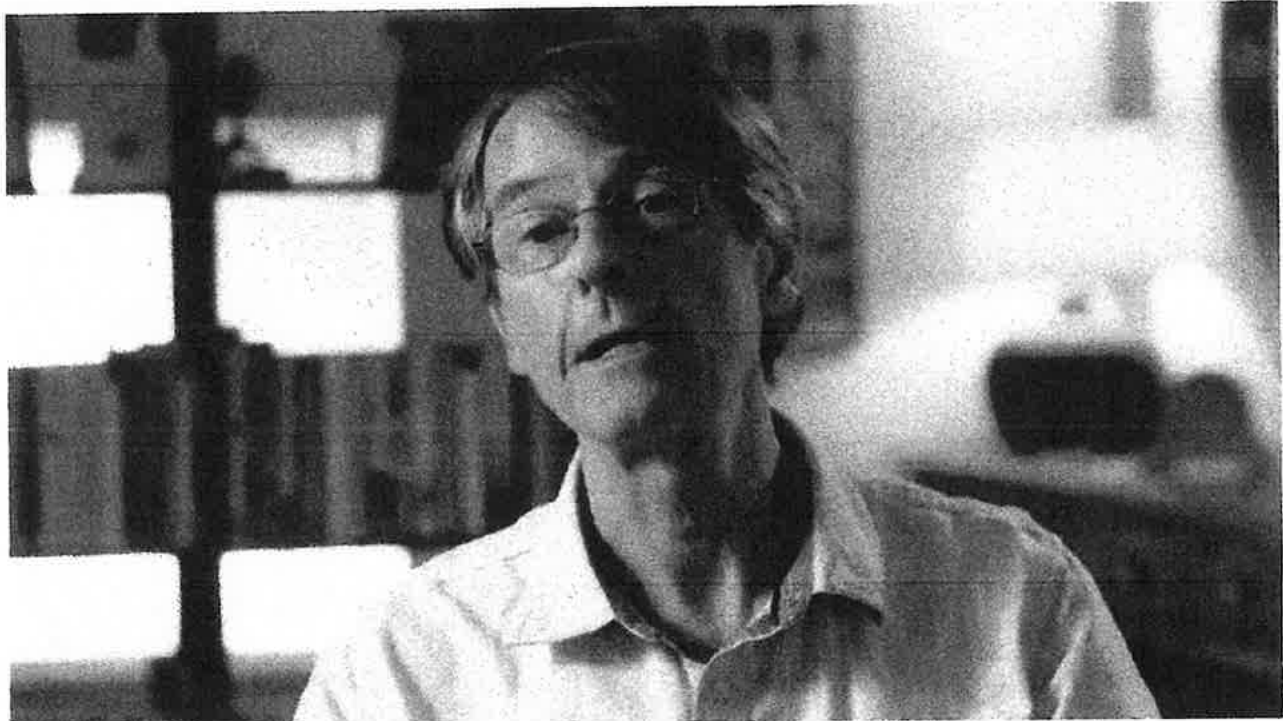
Rights and Freedoms

Covid-19

Dr Mike Yeadon's Final Warning to Humanity

BY CAPTAINDARETOFLY ON JULY 27, 2021 Listen Now

 Audioplace.me



In an interview posted online, former Vice President and Chief Science Officer of Pfizer for 16 years, Dr Mike Yeadon, gave a staunch warning to humanity that they must wake up before it's too late.

Dr Yeadon outlined that the government has been lying to the public throughout the entirety of the Covid pandemic and that it's up to the masses to stop them.

"Don't say you weren't warned because I've been warning people as long as I can and as hard as I can, that you can still right now take your normal society back and take it back tomorrow," Dr Yeadon said.

In the video, Dr Yeadon explained the Covid-19 restrictions that were introduced at the start of the pandemic (and continue to be used) don't work. For example, he explains how masks are incapable of preventing the spread of the alleged virus, and that lockdowns never slowed transmission.

Additionally, Dr Yeadon told viewers that they "don't need to be vaccinated by inadequately tested and somewhat dangerous gene-based, spike protein inducing proteins", and should instead ignore what corrupt scientists tell them to do.

The former Pfizer Vice President warned that if people don't wake up in the next few weeks, they will have lost the chance to take back freedoms and return to normal society as vaccine passports will be introduced.

Throughout the video, Dr Yeadon explained that government policy – even before the start of the Covid pandemic – turned decades of understanding of how to protect people from infectious diseases on its head, citing lockdowns as a key example of this.

"You need to be symptomatic in order to be infectious but what we do we quarantine the sick, we've always done that.

"We've quarantined the sick because that's how you avoid infecting the wider population. So, the idea of quarantining the well with these so-called lockdowns is a new invention, and it has no foundations whatsoever either in science or in the history of controlling epidemics."

Dr Yeadon continued by stating that mass testing of the population was not introduced to track cases of Coronavirus but to induce fear to control the masses. He also stated that asymptomatic cases defy common sense as there's no history of viruses like this until the year 2020.

"It's a strong evolutionary advantage for us to be highly aware of whether or not someone represented a threat to us, and the fact that we are very good at that I think should tell you that they are reliable guides as to whether someone is a threat to you. So if they're not symptomatic, they're not going to infect with you the flu."

Furthermore, Dr Yeadon explained that Covid-19 does pose a threat to the elderly and those with underlying health conditions, but is not a risk to those who are younger, fit, and healthy. To the younger demographic, he says, Covid-19 is less of a threat than influenza.

Dr Yeadon highlights that despite this, governments around the world continue to order the masses to run away and hide in their homes, being forced into unnecessary lockdowns and having to submit to tyrannical restrictions.

At the end of the video, Dr Yeadon concludes by stating that he is sincere about his words and would not lie, as he is receiving "absolutely nothing except criticism and social isolation" from his peers.

"I'm warning you that governments around the world, and certainly yours locally, are lying to you in various ways that are easy for you to establish."

6 min video:

<https://videopress.com/6776e0f9-9b10-4cac-ab88-1c202cb82e84>

<https://dailyexpose.co.uk/2021/07/27/dr-mike-yeadons-final-warning-to-humanity/>

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PENINSULA PEOPLE. OPINIONS

Chloramine causes collateral health damage

CHLORAMINE IS A TOXIN added to drinking water we receive from the Hetch Hetchy system. Chloramine is ammonia added to chlorine to make chloramine. Listed in the MSDS industrial chemistry book, chloramine is to be used in an emergency and does not have an antidote. Chloramine cannot be boiled out of the water and can kill fish in hobby tanks and as shown from research, can cause canine hysteria.

GUEST OPINION
BY WINN PARKER

Hemodialysis patients have a special consideration not to have chloramine in their blood. They could die in minutes.

Chronic kidney disease causes the organs to slowly lose their ability to filter waste out of the bloodstream. Many of the 20 million people estimated to have kidney disease do not know it. The Public Utility Commission is asking humans to be a human processing plant for the chloramine in the body.

Charcoal filters cannot take out the nitrogen in the ammonia. The PUC's requested human processing plant — which is us — can bioaccumulate the nitrogen toxins from an impaired kidney, liver or impaired immune system. The bioaccumulation of amine toxins and secondary cancer products are going to accumulate even in various dosages of ammonia to chlorine in the drinking water.

Chloramine in drinking water can enter the digestion and blood stream in another form called a nitrogen balance. Nitrogen balance refers to the difference between nitrogen intake and total nitrogen loss in urine, sweat and bowel elimination. Ammonia, derived mainly from breakdown of amino acids, is toxic to all animals. Human tissues, therefore, initially detoxify ammonia by converting it to glutamine for transport to the liver. Collateral health damage from ammonia upsets the pH balance of the body. If the liver is functioning properly, it



DOUG OAKLEY

Winn Parker of Millbrae is campaigning against the use of chloramine in Bay Area water supplies.

releases ammonia converted into the non-toxic nitrogen-rich compound urea in the urine. If the amine of the liver is compromised, ammonia accumulates in the blood and generates serious consequences.

N-nitrosodimethylamine (NDMA), a probably carcinogen, is a likely by-product of chloramination of drinking water. Collateral health damage from this

secondary cancer by-product, NDMA, will probably decrease immunity in the human body. Journal AWWA, Feb. 2001, Vol. 93, No. 2, pp. 92-99.

There are other examples of possible collateral health damage from chloramine explained in other scientific journals, one affecting thyroid metabolism in healthy men and another affecting white blood cells that are

needed for a healthy immune system.

Research shows there is also collateral health damage when chloramine interacts with certain medicines. For example, chloramine can change the interaction in the body from taking antidepressants with the drinking water. Statins, which reduce cholesterol levels, are influenced by chloramine drinking water entering the cells of the body. Propecia, for male pattern baldness, is interactive with chloramine.

Chloramine has been known to cause corrosive pipe deterioration releasing lead and other toxins from pipes eaten away by chloramine. This could cost consumers billions of dollars a year and adversely impact public health.

For a short-term solution, consumers should have filters to remove lead from the water. The long-term solution is to eventually replace all significant lead-bearing materials that are used in the water system. This will take generations to imple-

ment. Rather, we must NOW remove chloramine, which is a toxin and produces secondary cancer by-products, and has uncertainties and risks. Since chloramine is a toxin added to the water, water qualifies to be labeled as a toxin under Proposition 65.

If it costs close to \$400 million to have alternative technologies for our water to be chemically free, it is a small price to pay compared to the \$3.5 billion 13-year build-out of the Hetch Hetchy water system.

After the installation of alternative technologies, we will not have to worry about setting caps on tort damage lawsuits resulting from wrongful death suits against the state, county, and city councils.

Winn Parker is a global medical and bioscience clinical intellectual property venture capital licensing agreement analyst. He is a licensed clinical medical scientist and an expert witness in medical science and biomedical cases, in addition to being a former consultant to the World Health Organization. Parker lives in Millbrae.

Copy & Pass on

Health scare of the week Tap water linked to diabetes



Mediabakery

Arsenic in the U.S. water supply may be linked to an upswing in cases of type 2 diabetes, a new study finds. The toxin is commonly found in drinking water, though usually at levels so minuscule that experts did not think it posed a threat. But a new study by researchers at Johns Hopkins University in Baltimore found that even tiny amounts of arsenic can have a harmful effect. An analysis of arsenic levels in the urine of 788 people found a nearly fourfold increase in the risk of diabetes in people with minute arsenic concentrations in their systems, compared with people with even more negligible amounts. Arsenic can enter the water supply when minerals break down naturally or as an industrial pollutant. Some advocates are now pushing for tougher drinking-water standards and better filtration methods. "The good news is, this is preventable," study author Dr. Ana Navas-Acien tells the Associated Press.

Arsenic, anyone?

THE WEEK September 5, 2008

Ryan East knew something was wrong with the water at his school as soon as he turned on the tap in the dorm bathroom. "The water had a peculiar smell," says East, now a sophomore at the University of Oklahoma in Norman. "By Thanksgiving I was experiencing headaches, bloating, abdominal pain, and numbness in my fingertips and tongue."

East discovered that these are symptoms of arsenic poisoning. The University of Oklahoma sits on top of a geologic formation called the Central Oklahoma Aquifer. A major source of water for the state, it was found to contain small amounts of dissolved arsenic, a naturally occurring element that has been linked to lung, liver, and colon cancer.

What is happening in Oklahoma underscores the frightening truth about the water supply in the United States: It may not be as safe as we think it is. Millions of Americans' drinking water may have contaminants that, in high enough concentrations, can damage the nervous, immune, and endocrine systems and cause birth defects.

Major public-health progress has been made in the last century—the chlorination process has all but eliminated cholera and typhoid, two of the deadliest waterborne diseases; water utilities are required to monitor regularly for at least 87 of the most harmful contaminants. There are now more than 2,800 chemicals in active use, however, and most of them are lightly regulated at best. Eighty-two substances, from antibiotics and steroids to chemicals from insecticides and detergents, are consistently found in the surface waters that supply drinking water to many areas, according to the U.S. Geological Survey. No one knows for sure how dangerous all these contaminants are, but what's certain is that some of them are coming out of your tap.

To find out how many chemicals are in your water, *Organic Style* obtained water-quality reports from 586 utilities serving 25 cities, or nearly 44 million people—about 15 percent of the U.S. population. We found no link between the size of a utility and its water quality: Some large systems appear to be quite free of contaminants (Detroit, Memphis); others are among the worst (New York City, San Francisco). And we found no geographic patterns for contaminants. Arsenic is a problem all over: in the West (Seattle, Fresno), in the Midwest (Des Moines, Oshkosh, Wisconsin), and in the Northeast (Nashua, New Hampshire; Philadelphia). Radioactive contaminants, nitrates, lead, bacteria, the gasoline additive called methyl tertiary butyl ether (MTBE), pesticides, and volatile organic compounds (VOCs) were also found at high levels in several cities.

To learn more about the quality of your water, get a copy of the report from your utility company (see above right) or have your tap water tested (see page 116). If you're concerned

How to request a water report

Your water utility is required to mail reports to all of its customers every July (if you rent, ask your landlord). If you've misplaced yours, go to epa.gov/safewater/dwinfo.htm and click on "see if your report is posted online." You can also call the EPA's Safe Drinking Water Hotline at 800-426-4791 to find out which utility serves you and how to get a report.

about the water's safety—especially if the water report shows that one or more contaminants are near the standard level or if there are 20 or more contaminants present—install a filter (for filter recommendations, see page 140).

Most important, don't take clean water for granted. Many communities across the country have water that is, quite literally, making them sick. Here's a look at the hazards many families are facing every time they turn on the faucet.

Arsenic on Tap

In 2003, tests showed that the wells serving Ryan East and his fellow students at the University of Oklahoma in Norman contained 35 parts per billion of arsenic. Although that's below the Environmental Protection Agency's current permissible level of 50 ppb in drinking water, it's well above the new limit of 10 ppb, which the EPA says water systems cannot exceed by 2006. The EPA decided to reduce the limit to 10 ppb because one out of 100 people who drink water containing an arsenic level of 50 ppb will get cancer of the skin, kidneys, nasal passages, liver, prostate, lungs, or bladder, according to estimates by the National Academy of Sciences. In fact, even at 10 ppb the risk of dying from an arsenic-related cancer is one in 500. Some scientists believe that any detectable level of arsenic contributes to cardiovascular disease and disorders of the immune, endocrine, and nervous systems.

Originally, the EPA had recommended a limit of 5 ppb, which reduces the lifetime cancer risk to one in 1,000. The agency changed it to 10 ppb after health and engineering experts gathered data on the effects of arsenic in water and the costs of meeting the proposed regulations. "Both health and economics can be benefited at 10 ppb," says Amy Zander, PhD, a professor of civil and environmental engineering at Clarkson University in Potsdam, New York, who participated in the EPA analysis. "It's an acceptable risk at an acceptable cost." Gina Solomon, MD, a senior scientist with the Natural Resources Defense Council, disagrees. "This new standard is not what I would call safe," she says. "It's what I would call a compromise."

Continued on page 116

Sept. 2004

OrganicStyle.com

Truth

The Lie Chloramine: The correct public choice

In the mid-1800s, physician John Snow removed the handle from a water pump in a London neighborhood, and in so doing put a stop to an outbreak of cholera that had killed more than 500 people in a 10-day period. In the past 150 years, much progress has been made in understanding and preventing the transmission of waterborne diseases.

Public drinking-water providers now know to protect wa-

ter supplies at the source and to use disinfectants to prevent growth of dangerous bacteria in the water distribution system. The maintenance of what is called a "residual" of disinfectant that stays in the water distribution system while it is delivered to peoples' homes is not just good public health practice; it is required by the Environmental Protection Agency. The EPA offers drinking water providers two disinfectant choices: Chlorine and chloramine.

Like chlorine, chloramine is not new. It has been used extensively throughout the world since the 1930s, and approximately one-third of all U.S. water agencies also use it for residual disinfection. This year the San Francisco Public Utilities Commission became the last large water agency in the Bay Area to make the change from chlorine to chloramine. The primary reason for the shift is a significantly lower level of contaminants formed in the drinking water.

Chlorine and chloramine have many similarities. Both provide effective residual disinfection with minimal risk to public health. Both are toxic to fish and reptiles, since both come in direct contact with the bloodstream through their gills.

The difference is that while chlorine can be allowed to dissipate with time from water added to aquariums and fishponds, chloramine must be chemically removed. Both chlorine and chloramine must be removed from water prior

since water comes into direct contact with the bloodstream during treatment. When drinking water, people have no trouble digesting chlorine or chloramine at the levels found in our drinking water because this water is not introduced directly into the bloodstream. A comprehensive search of the medical literature does not reveal any studies showing that those with compromised immune systems, weak livers or medication requirements have any special problems metabolizing chloramine.

The principal advantage of chloramine is the reduction in certain harmful byproducts — especially trihalomethanes and haloacetic acids — formed by reaction with other compounds in the water. It is true that another byproduct — N-nitrosodimethylamine, which is frequently brought up in current discussions of chloramine — is formed by both disinfectants.

Chloramine is poison

DAILY JOURNAL

Tuesday • May 4, 2004

9

By Wian Parker

This is in response to the June Weintraub chloramine letter in the April 20 edition of the Daily Journal. Her letter is an incomplete picture of ammonia added to water to make a disinfectant chloramine in our drinking water.

The Environmental Protection Agency did not mandate states use this toxin placed in our drinking water. The EPA gave suggestions for alternative ways to disinfect the water and eliminate residual viruses, using ultraviolet light with free ozone and reverse osmosis and membrane technology. The EPA sets the drinking water stan-

The industrial Material Standard Data Sheets (MSDS) for chloramine show a red skull-and-cross-bones and the word toxin.

chloramine to protect against the risk of these adverse effects.

What was not told were the bio-accumulation effects in the human body. The industrial Material Standard Data Sheets (MSDS) for chloramine show a red skull-and-cross-bones and the word toxin. Its use is only for emergency water disinfecting and may act as a mutagen, creating DNA damage to cells of the body and amino acid breakages essential to life processes.

and other higher vertebrates convert ammonia to urea. In either case, the initial reaction to amino acid (the basic protein for life) breakdown are provided by liver enzymes.

Concerning the writer down-playing the possible human carcinogen N-nitrosodimethylamine (NDMA) in drinking water where high-levels of this cancer product are not expected is similar to say you are partially pregnant: NDMA formation can increase with

technology without chemicals. It may cost more but there is no down side of possible wrongful death suits in toxic tort legal actions and maintenance of the water supply to eliminate residuals by alternate technology.

Research literature for liver tumor induction, colon cancer, pancreas and bladder cancer, fetal deaths, chromosomal damage and reproductive studies all could not have been researched unless there is a suspicion of further research to be done. In weighing the known benefits against risks, the human bio-accumulation has not been considered for human bodies to process nitrogenous toxins against the risks for the correct public

Water
disinfectant

Copy &
pass on

June M. Weintraub, Sc.D. is an epidemiologist with the Environmental Health Section of the San

Researchers Find Unknown Chemical in Drinking Water

Scientists discover chloronitramide anion in chloramine-treated drinking water, highlighting potential health risks and need for further toxicity research.

238

144

Save



Staff Report: 031-25

To: Mayor and City Council
From: City Manager
Date: February 24, 2025

Subject

Construction Acceptance - 2024 West Curb Ramps Project - ITB 24-18

Key Points

- Halme Excavating, Inc. of Battleground, Washington, was awarded the 2024 West Curb Ramps Project in April 2024.
- Construction began in April 2024 and was physically complete in July 2024.
- The project constructed 34 ADA-compliant curb ramps on streets that were scheduled for resurfacing, microsurfacing, or cape seal in the summer of 2024, in accordance with Federal Highway Administration and ADA requirements.
- There was a 3% apprenticeship goal for this project. The contractor was unable to fulfill this goal due to a lack of available apprentices. The contractor submitted a good faith effort waiver request, which was reviewed and approved by the City of Vancouver's Procurement Department.

Strategic Plan Alignment

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

Present Situation

Halme Excavating, Inc. of Battleground, Washington has completed the construction of the 2024 West Curb Ramps project, which included the construction of 34 ADA-compliant curb ramps in advance of street improvements. The work was completed satisfactorily in accordance with the plans and specifications. The original contract bid amount was \$393,650 compared to the final amount of \$401,414.92, an approximate 2% cost increase. The cost increase is attributed to the construction of one additional curb ramp requested by the City in addition to the original design.

There was a 3% apprenticeship goal for this project. The contractor fell short of the goal and was only able to obtain 48 apprenticeship hours out of the total 1,940 total project hours. The contractor was unable to fulfill this goal due to a lack of available apprentices and submitted a good faith effort waiver request, which was approved, and the penalty was waived.

Advantage(s)

1. Completes the City's contractual and statutory process for accepting the project.
2. Formal project acceptance allows for closure on third-party bond claims and facilitates release of the Contractor's bond.

Challenge(s)

None

Budget Impact

This project was funded by the Pavement Management Program in the Street Fund.

Prior Council Review

Staff Report 066-24, award of bid for 2024 West Curb Ramps project on April 1, 2024.

Action Requested

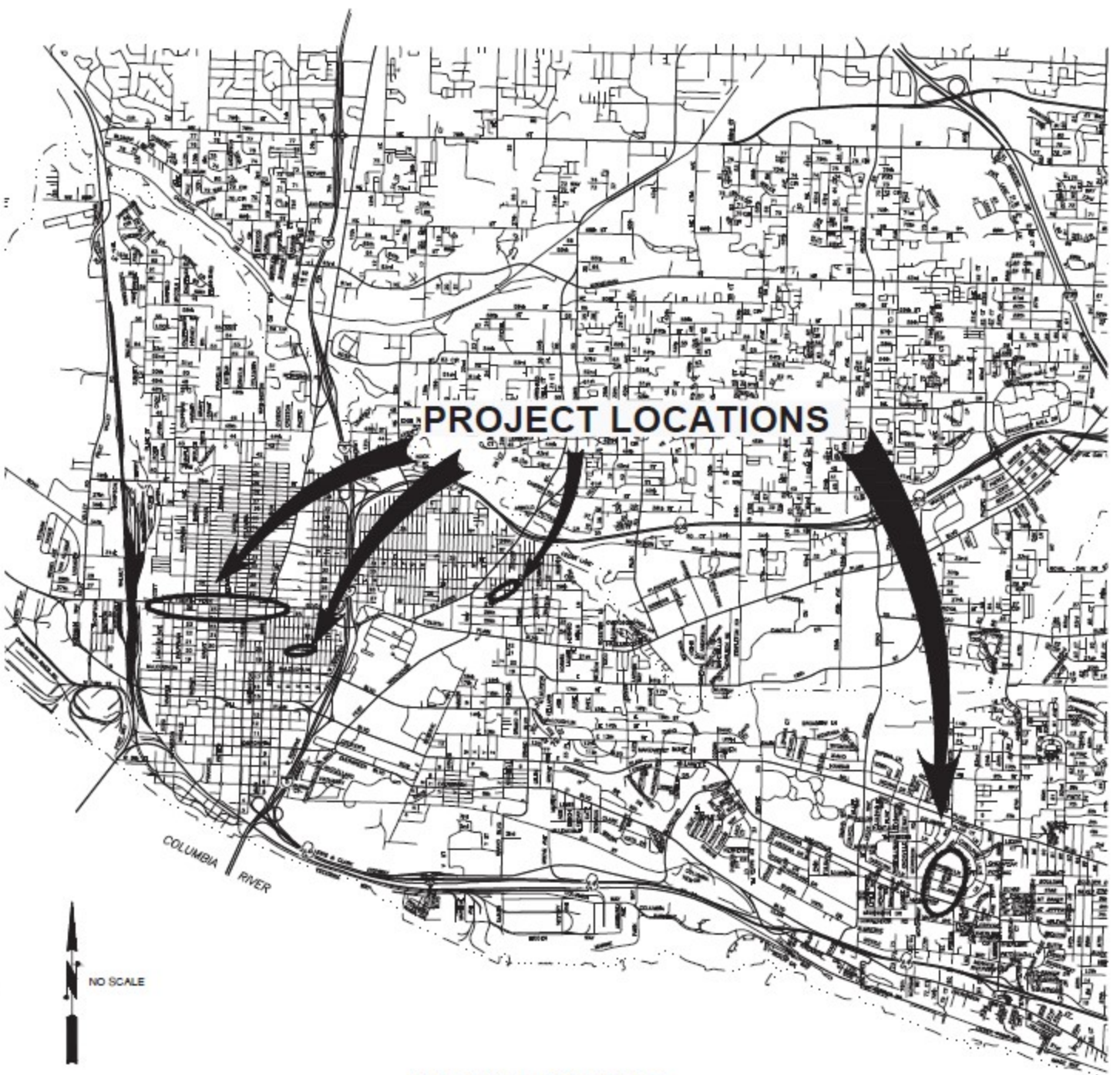
On Monday, February 24, 2025, accept the 2024 West Curb Ramps project as constructed by Halme Excavating, Inc. of Battleground, Washington, and authorize release of retainage bond, subject to receipt of all documentation required by law.

Staff Contact

Mario Lechuga, Civil Engineer 2, mario.lechuga@cityofvancouver.us

Attachments:

1. Vicinity Map



PROJECT LOCATIONS

COLUMBIA
RIVER



VICINITY MAP

Staff Report: 032-25

To: Mayor and City Council
From: City Manager
Date: February 24, 2025

Subject

Construction Acceptance - SE Mill Plain 139th to 164th Water Quality Retrofits - ITB 24-16

Key Points

- The project installed stormwater improvements in SE Mill Plain Boulevard to provide runoff treatment and increased infiltration capacity from approximately 11 acres of roadway.
- A portion of this project was funded by the Washington State Department of Ecology (Ecology).
- Interlaken Inc., did not meet the apprenticeship utilization goal of 3%. The City imposed a \$4,266.85 penalty to the final payment.

Strategic Plan Alignment

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

Present Situation

Interlaken Inc. has completed construction of the SE Mill Plain 139th to 164th Water Quality Retrofits project. This project installed 270 linear feet of storm sewer pipe and replaced 11 drywells with media filter treatment drywells. This project will ultimately improve water quality prior to infiltration and improve roadway and pedestrian safety by reducing flooding during intense rain events.

The work was completed satisfactorily and in accordance with the plans and specifications. Contract costs are summarized below:

TOTAL CONTRACT COSTS	
Labor, Equipment and Material	\$1,392,757.71
Sales Tax	\$0
Total	\$1,392,757.71

The original contract amount was \$1,423,751.00. The final project cost was \$1,392,757.71, which was \$30,993.29 (2.1%) below the original contract amount. This project was partially funded by a grant from the Washington Department of Ecology, through the Stormwater Financial Assistance Program. Ecology reimbursed \$1,044,568.28 or 75% of the construction costs.

Interlaken Inc. failed to achieve the 3% Apprenticeship Utilization goal and pursuant to the Apprenticeship policy was assessed a penalty of \$4,266.85. Interlaken was able to use 26 apprenticeship hours out of the total 2,289 project hours.

Advantage(s)

1. Completes the City's contractual and statutory process for accepting the project.
2. Formal project acceptance allows for closure on third-party bond claims.

Challenge(s)

None

Budget Impact

Funds for these improvements were appropriated in 2023-2024 Surface Water Construction Capital Budget.

Prior Council Review

1. Approval of the 2023-2024 Surface Water Construction Capital Budget.
2. Award of contract at the March 25, 2024, Vancouver City Council Meeting.

Action Requested

On Monday, February 24, 2025, accept the SE Mill Plain 139th to 164th Water Quality Retrofits as constructed by Interlaken Inc, of Fairview, OR, and authorize the release of retainage bond, subject to receipt of all documentation required by law.

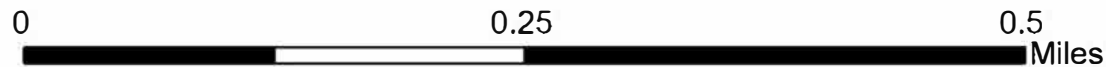
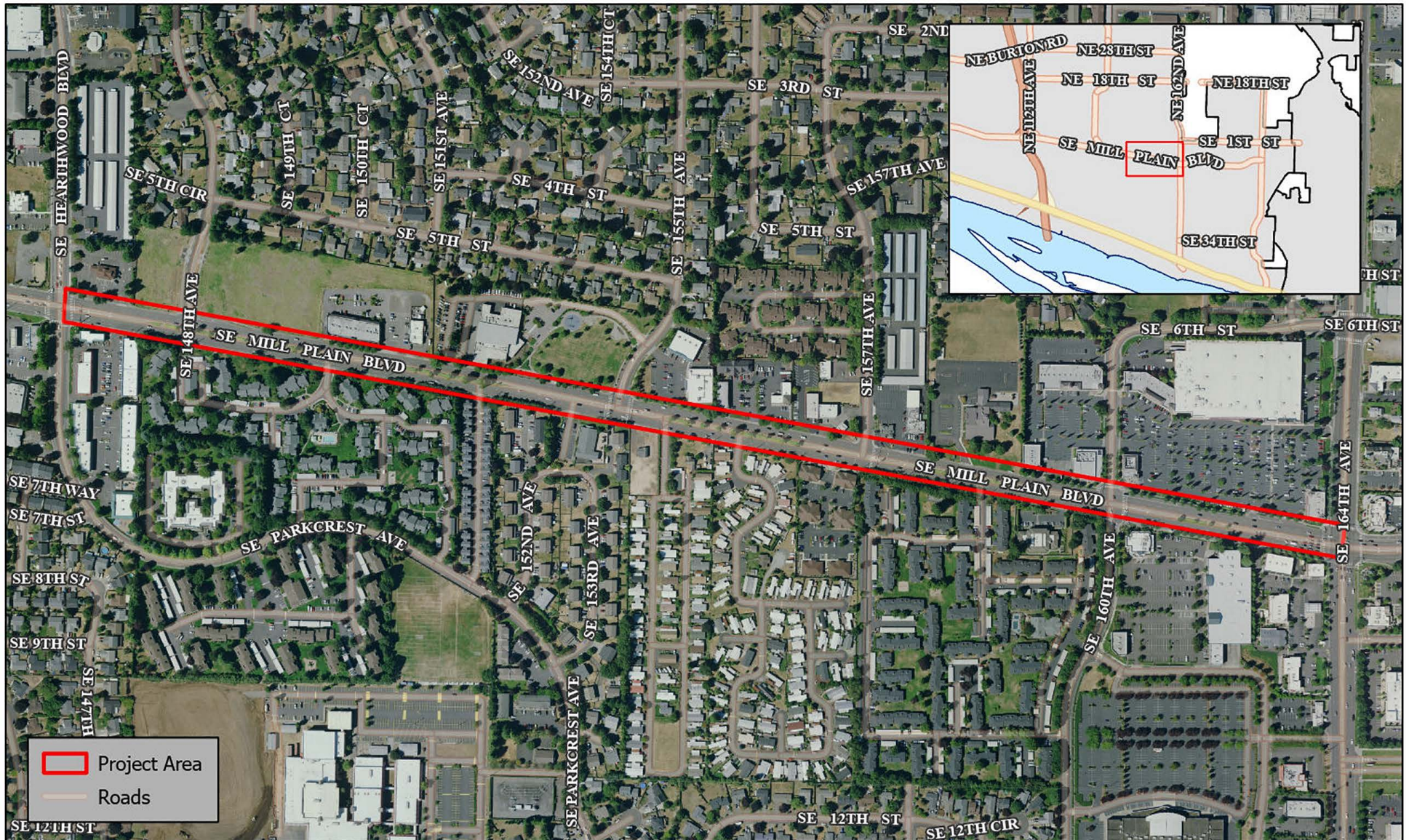
Staff Contact

Aron Rice, Senior Civil Engineer, aron.rice@cityofvancouver.us

Attachments:

1. Vicinity Map

SE Mill Plain UIC Project Area



This product and the information shown is provide "AS IS" and exists for informational purposes only. The City of Vancouver (COV) makes no warranties regarding the accuracy of such data. This product and information is not prepared, nor su table, for legal, engineering, or surveying purposes. Any sale, reproduction or distribution of this information, or product derived therefrom, in any format is expressly prohibited. Data are provided by multiple sources and subject to change without notice. ©2021 COV

Staff Report: 033-25

To: Mayor and City Council
From: City Manager
Date: February 24, 2025

Subject

Contract Amendment - Approval for an Increase in Purchasing Supply and Delivery of Various Types of Fuel in Bulk Quantities - Contract C-101853

Key Points

- The City contracts with Wilson Oil Inc. under Contract C-101863 for purchasing unleaded and renewable diesel.
- The City uses on average 275,000 gallons of unleaded and 165,000 gallons of renewable diesel annually.
- Purchases from this contract will exceed the City's \$300,000 purchasing threshold.
- This contract has an end date of 12/23/2025, with a possible extension to 12/23/2029.

Strategic Plan Alignment

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

Present Situation

Due to a shutdown at the largest refinery of R99 diesel in the world, our current supplier (Carson Oil) is limiting its supply to only Oregon businesses and municipalities. Wilcox Oil is in Longview, WA and they have enough R99 diesel supply for the City to operate while the refinery is down. R99 is a high-quality renewable diesel blend containing 99% renewable content, made from sustainable feedstocks like plant oils and animal fats. It has provided a significant reduction in greenhouse gas emissions and offering better performance in existing diesel engines without the need for modifications.

Advantage(s)

1. This contract allows for purchasing renewable diesel fuel that will reflect the Council's direction toward sustainability.
2. The approval for continued use of this contract will enable Fleet Services to order fuel while taking advantage of this contract's competitive pricing.
3. Using an existing competitively solicited contract through the State of Oregon takes advantage of the buying power of the state of Oregon to achieve better pricing.

Challenge(s)

Finding a new supplier for R99 diesel to prevent the City from reverting back to using ultra-low sulfur diesel.

Budget Impact

The City will utilize the contract for purchasing unleaded and R99 diesel and will stay within the current authorized budget.

Prior Council Review

None

Action Requested

On Monday, February 24, 2025, authorize the City Manager, or designee, to increase being requested would raise the contract threshold from \$300,000 to \$1,725,000 for purchasing unleaded and R99 renewable diesel fuels.

Staff Contact

Jake Mahan, Senior Management Analyst, jake.mahan@cityofvancouver.us

Attachments:

1. Amendment 4
2. Amendment 3
3. Amendment 2
4. Amendment 1
5. PO-70114 2025
6. Contract - No. 9519 - Executed



Amendment No. 4 to Price Agreement No. 9519

This is Amendment No. 4 to Price Agreement No. 9519, executed December 31st, 2019 and amended from time to time, between the State of Oregon, acting by and through its Department of Administrative Services – Procurement Services [DAS-PS] and Wilson Oil Company [Contractor]. This Amendment becomes effective on the last date signed by the authorized principles below.

This Amendment changes the reference tables published daily by OPIS for the Contractor to use as the baseline costs when calculating a final price given to the authorized purchasers utilizing this agreement. The new table used for each respective fuel offered by the Contractor is identified in the heading description of the fuel containing the words: "WITH CAR COST". Below is an Example of the proper table use for E10 Unleaded Gasoline:

PORTLAND, OR

2023-12-07 10:00:14 EST

****OPIS CONTRACT BENCHMARK FILE****

****OPIS GROSS CBOB ETHANOL(10%) PRICES WITH CAR COST** 9.0 RVP**

.....

UBD RACK AVG 223.65 244.53 257.26

Except as expressly amended above, all other terms and conditions of the Price Agreement are still in full force and effect. Contractor certifies the representations, warranties and certifications contained in the Price Agreement and any ensuing Contracts are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of this Price Agreement.

CONTRACTOR – Wilson Oil Company

By: CHRIS NATION
Title: GENERAL MANAGER RELIABILITY SVCS
Date: 12.21.2023
[Signature]

DAS – PS

By: Brent Lutz
Title: Procurement Operations & Sourcing Manager
Date: 12/21/23

Digitally signed by Brent Lutz
Date: 2023.12.21 15:00:45 -08'00'
Adobe Acrobat version: 2023.006.20380

Approved for Legal Sufficiency pursuant to O.R.S. 137-045-0050



Amendment No. 3 to Price Agreement No. 9519

This is Amendment No. 3 to Price Agreement No. 9519, executed December 31st, 2019 and amended from time to time, between the State of Oregon, acting by and through its Department of Administrative Services – Procurement Services [DAS-PS] and Wilson Oil Company [Contractor]. This Amendment becomes effective on the last date signed by the authorized principles below.

Therefore, as allowed in Section 1.5 of the Price Agreement, this Amendment extends the term for two years reflecting a new expiration date of December 31, 2025.

Except as expressly amended above, all other terms and conditions of the Price Agreement are still in full force and effect. Contractor certifies the representations, warranties and certifications contained in the Price Agreement and any ensuing Contracts are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of this Price Agreement.

CONTRACTOR – Wilson Oil Company

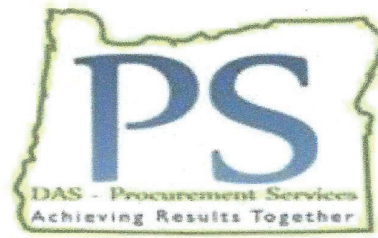
By: CHRIS NATION
Title: GENERAL MANAGER RELIABILITY
Date: 11/13/2023
SVC.

DAS – PS

By: Brent Lutz
Title: Procurement Operations & Sourcing
Date: 11/14/23
Manager

Digitally signed by Brent Lutz
Date: 2023.11.14 10:12:29 -08'00'
Adobe Acrobat version:
2023.006.20320

Approved for Legal Sufficiency pursuant to O.R.S. 137-045-0050



Amendment No. 2 to Price Agreement No. 9519

This is Amendment No. 2 to Price Agreement No. 9519, executed December 31st, 2019 and amended from time to time, between the State of Oregon, acting by and through its Department of Administrative Services – Procurement Services [DAS-PS] and Wilson Oil Company [Contractor]. This Amendment becomes effective on the last date signed by the authorized principles below.

Therefore, as allowed in Section 1.5 of the Price Agreement, this Amendment extends the term for two years reflecting a new expiration date of December 31, 2023.

Except as expressly amended above, all other terms and conditions of the Price Agreement are still in full force and effect. Contractor certifies the representations, warranties and certifications contained in the Price Agreement and any ensuing Contracts are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of this Price Agreement.

CONTRACTOR – Wilson Oil Company

By: CHRIS NATION 
Title: REGIONAL SALES MANAGER
Date: 12/9/2021

DAS – PS

By: Darwin Kumpula 
Title: Deputy Chief Procurement Officer
Date: 15-Dec-2021

Digitally signed by Darwin Kumpula
Date: 2021.12.15 16:40:39 -08'00'

Approved for Legal Sufficiency pursuant to O.R.S. 137-045-0050



Amendment No. 1 to Price Agreement No. 9519

This is Amendment No. 1 to Price Agreement No. 9519 executed December 31, 2019 and amended from time to time between the State of Oregon ("State"), acting by and through its Department of Administrative Services – Procurement Services ("DAS-PS") and Wilson Oil Company ("Contractor"). This Amendment is effective on the date signed by all parties and upon receipt of all approvals necessary for signing ("Amendment Effective Date").

Amendment No. 1 modifies the original price agreement by ADDING the paragraph below to Section 2.14 and numbered 2.14.5. This paragraph addresses the allowable action(s) taken by State officials, Authorized Purchasers or other designated personnel in the event a state of emergency is declared within the State.

2.14.5 Declaration and Emergency Response: The Governor of the State has the authority to declare a state of emergency pursuant to ORS Chapter 401. The Governor also has the authority to declare an energy resources emergency pursuant to ORS Chapter 176. The Oregon Department of Energy ("ODOE"), pursuant to ORS Chapter 176, has developed an Oregon Fuel Action Plan ("Plan") to address such emergencies consistent with the Governor's emergency authorities. This Plan is accessible through the following link:

<https://www.oregon.gov/energy/safety-resiliency/Documents/Oregon-Fuel-Action-Plan.pdf>.

In the event of a declared emergency, Supplier acknowledges the Governor may delegate authority to ODOE to carry out the Plan or other actions within the Governor's authority. This delegation of authority may include the authority to allocate and control all fuel stockpiles throughout the State. Contractor shall provide services in response to a request from the State made either under the authority of an emergency declared by the President of the United States or the Governor, or in an emergency requiring immediate action prior to a formal declaration.

Except as expressly amended above, all other terms and conditions of the Price Agreement remain in full force and effect. Contractor certifies the representations, warranties and certifications contained in the Price Agreement and any ensuing Contracts are true and correct.

Approved by Mr. Marc Bocci, Assistant Attorney General via email on July 16, 2021.



CITY OF VANCOUVER
Procurement Services
 (360) 487-8430
 procurement.services@cityofvancouver.us
 www.cityofvancouver.us
 Federal Tax ID No. 91-6001288

Purchase Order #: PO-70114
Revision #: 0
Effective Date: 1/17/25
Contract #: C-101853

This Purchase Order number must appear on all invoices, packing lists, and correspondence related to this order.

Wilcox and Flegel Fuel Oil Co
 PO Box 69
 Longview, WA 98632

Submit Invoice To:

City of Vancouver
 Jacob Mahan
 PO Box 1995
 Vancouver, WA 98668
 Jacob.Mahan@cityofvancouver.us
 accpay@cityofvancouver.us

Ship To:

City of Vancouver
Jacob Mahan
 Ops Center - Fleet Services
 4711 E Fourth Plain Blvd
 Vancouver, WA 98661

If you have any questions regarding this order, please contact:

Jacob Mahan / (360) 487-8195 Jacob.Mahan@cityofvancouver.us

Line #	Line Description	Qty	UOM	Unit Price	Tax	Amount
1	UNLEADED PURCHASED FOR OPS, VPD HQ, AND ENGLISH PIT AS PER ORE STATE CONTRACT 9519. C-101853	65000	Each	1.00		65,000.00
2	UNLEADED FUEL PURCHASED FOR FIRE STATIONS 4,5,6,9 AS PER ORE STATE CONTRACT 9519. C-101853	30000	Each	1.00		30,000.00
3	RENEWABLE DIESEL PURCHASED FOR OPS, VPD HQ, AND ENGLISH PIT AS PER ORE STATE CONTRACT 9519. C-101853	65000	Each	1.00	5,655.00	65,000.00
4	NON-TAXABLE LINE FOR RENEWABLE DIESEL PURCHASED FOR OPS, VPD HQ, AND ENGLISH PIT. AS PER ORE STATE CONTRACT 9519. C-101853	1000	Each	1.00		1,000.00
5	RENEWABLE DIESEL PURCHASED FOR FIRE STATIONS 4,5,6,9. AS PER ORE STATE CONTRACT 9519. C-101853	45000	Each	1.00	3,915.00	45,000.00
6	NON-TAXABLE LINE FOR RENEWABLE DIESEL PURCHASED FOR FIRE STATIONS 4,5,6,9. AS PER ORE STATE CONTRACT 9519. C-101853	1000	Each	1.00		1,000.00
Subtotal:						\$207,000.00
Tax:						\$9,570.00
Total:						\$216,570.00

Note to Supplier

.This City is authorized to enter the 9519, Supply and Delivery of Various Types of Fuel in Bulk Quantities with Wilson Oil Inc. under RCW 39.34. The 9519, Supply and Delivery of Various Types of Fuel in Bulk Quantities is incorporated by reference into this purchase order. The City is State of Oregon under the 9519, Supply and Delivery of Various Types of Fuel in Bulk Quantities. Wilson Oil Inc. agrees to be bound to the ITB No. 22-315 with City as State of Oregon in providing goods/services under the 9519, Supply and Delivery of Various Types of Fuel in Bulk Quantities.

Sample



STATE OF OREGON



State of Oregon
Price Agreement No. 9519
With

Wilson Oil Company

to provide the following:

Supply and Delivery of Various Types of Fuel in Bulk Quantities

Price Agreement No. 9519 ("Price Agreement") is created as a result of a qualifying and acceptable submission to Solicitation No. DASPS-2274-19 and is between the State of Oregon (the "State"), acting by and through its Department of Administrative Services – Procurement Services ("DAS-PS"), on behalf of all Oregon state agencies, ORCPP members and MCUA holders and Wilson Oil Company, a State of Washington Corporation ("Contractor").

Section 1 –Agreement

1.1 Parties

1.1.1 The only parties to this Price Agreement are DAS-PS and Contractor.

1.1.2 AUTHORIZED PURCHASERS may purchase Goods or Services ("Goods or Services"), services ("Services") or related products specified in Exhibit A by issuing ordering instruments creating separate contracts ("Contracts"). The only parties to each of these Contracts are the Authorized Purchaser and Contractor. DAS-PS is an intended beneficiary of each Contract.

1.2 Process

1.2.1 AUTHORIZED PURCHASERS may order Goods or Services during the Term of this Price Agreement using any of the following ordering instruments:

1. DAS-approved Purchase Order form. See Sample as Exhibit B to this agreement.
2. Authorized Purchaser's standard form

3. State P-card of Oregon Transaction System ["SPOTS"] Card

Each ordering instrument must specify, at a minimum, the following details:

1. Price Agreement No. 9519.
 2. The specific Goods or Services and quantity of each item ordered.
 3. The net price.
 4. The requested delivery schedule.
 5. The delivery location(s).
 6. The invoicing address.
 7. Authorized Purchaser's authorized representative and relevant contact information including e-mail address.
- 1.2.2 A Contract created by an ordering instrument consists only of the terms specified or required by this Price Agreement. Additional, different or conflicting terms and conditions in any ordering instrument or any other form used by an Authorized Purchaser or Contractor may not vary the terms of a Contract. Additional, different or conflicting terms and conditions on a purchase order or other form are of no effect.
-
- 1.2.3 Authorized Purchaser(s) who are State of Oregon agencies may issue Purchase Orders for any value under this Price Agreement.
- 1.2.4 Contractor shall accept ordering instruments from AUTHORIZED PURCHASERS complying with the provisions of this Price Agreement until the termination or expiration of this Price Agreement.
- 1.2.5 An ordering instrument deemed accepted by Contractor unless Contractor rejects the ordering instrument within two (2) business days after received. Contractor may reject an ordering instrument: i) using the same means used to deliver the ordering instrument, or ii) by e-mail, provided the email address is evident on the ordering instrument. Contractor shall specify the reason(s) for rejection.
- 1.2.6 Accepted ordering instruments establish separate Contracts between AUTHORIZED PURCHASERS and Contractor and include the terms set forth in Sections 2 and 3. When used in Contracts, "Price Agreement" means specifically Price Agreement No. 9519.
- 1.2.7 DAS-PS is not obligated or liable under any Contract unless DAS-PS is acting as the Authorized Purchaser of the Goods or Services, Services or related products.
- 1.2.8 Nothing in this Price Agreement obligates DAS-PS or AUTHORIZED PURCHASERS to purchase any Goods, Services or related products at any time during the Term of this Price Agreement.
- 1.2.9 Contractor shall reject an ordering instrument from any entity not identified as an Authorized Purchaser under this Price Agreement unless an amendment executed prior to the order allowing such entity to purchase materials specifically listed in this Price Agreement.
- 1.2.10 Contractor shall reject any ordering instrument not meeting the requirements of this Price Agreement.
- 1.2.11 DAS-PS reserves the right to add fuel types to this Price Agreement as they become available or mandated through new legislation by the State of Oregon. These fuel types may originate through existing producers, new producers or their authorized distribution channel(s).

Examples of fuel types added include, but are not limited to, (i) renewable diesel ("RD") in blends not previously listed, (ii) renewable gasoline ("RG") in forms acceptable to the market or blends not previously available, and (iii) forms of existing fuel types not listed or produced at the time of execution of this Price Agreement.

1.3 Pricing

- 1.3.1 Except as provided in this Section 1.3, During the Term of this Agreement, Contractor shall offer Goods to Authorized Purchasers at prices that do not exceed the prices listed in Exhibit A – Goods.
- 1.3.2 Contractor understands and agrees the prices listed for each District are Not-to-Exceed ("NTE") prices but may negotiate lower prices with an Authorized Purchaser for a specific location within each District. In such cases, the negotiated lower prices only apply to Contracts between Contractor and such Authorized Purchaser.
- 1.3.3 Contractor shall subtract from prices charged to Authorized Purchasers any unit price decrease achieved or gained by Contractor whether through the manufacturer or otherwise. Contractor shall give Authorized Purchasers the immediate benefit of the decrease. Contractor shall promptly notify the DAS-PS Contract Administrator of the amount and effective date of the decrease.
- 1.3.4 Either party to this Price Agreement may request a price adjustment for some or all of the Goods, subject to the restrictions specified below. Contractor may request unit price increase no more than once in any 12-month period, provided no such requests made prior to July 1, 2020. Contractor must submit a request to the DAS-PS Contract Administrator in writing at least 60 days prior to the proposed effective date of the increase. The request must show all proposed increases by line item and include, at a minimum, support documentation from the U.S. Bureau of Labor Statistics Producer Price Index and/or Consumer Price Index and documented increases in costs to Contractor. Other relevant manufacturer or industry data substantiating the increase is encouraged and accepted for consideration. DAS-PS reserves the right in its sole discretion to determine whether to agree to a price increase. DAS-PS further reserves the right to require additional documentation or independently verify the basis and validity of any proposed price increase utilizing its internal price review and analysis protocols. DAS-PS may accept or reject the requested increase or offer some lesser amount.

In addition, Contractor may request a price adjustment for some or all of the Goods in connection with each extension of the Price Agreement pursuant to Section 1.5. Any such adjustment must have support documentation from the U.S. Bureau of Labor Statistics Producer Price Index and/or Consumer Price Index and documented increases in costs to Contractor. DAS-PS reserves the right in its sole discretion to determine whether to agree to a price increase for an extension period. DAS-PS further reserves the right to require additional documentation or independently verify the basis and validity of any proposed price increase utilizing its internal price review and analysis protocols. DAS-PS may accept or reject the requested increase or offer some lesser amount. In the event DAS-PS offers some compromise amount or rejects the requested price increase, Contractor may elect to agree to the proposed extension period under those conditions or allow the Price Agreement to expire. However, Contractor has no right to receive, or claim for failure to receive, a price increase for any extension period.

Notwithstanding the foregoing, no more than one price increase will be allowed during any twelve-month period within the Term of the Price Agreement or extension period. Accordingly, if

there has been a price adjustment during the 12-month period preceding the commencement of an extension period, any price adjustment agreed to for such extension period shall not take effect until a period of 12 months from the effective date of such prior adjustment has elapsed.

1.4 Contractor Reporting and Payment Requirements

Contractor shall generate and submit to DAS-PS monthly sales reports based on sales generated from Authorized Purchasers. Contractor must pay two separate administrative fees of \$.01/gallon (one cent per gallon) for a total of \$.02/gallon (two cents per gallon). Fees to be included in the delivered price of each gallon. Below is a brief outline of these fees. Additional instructions and information provided in Exhibit D of this Price Agreement.

(1) Volume Sales Report (VSR) / Vendor Collected Administrative Fee (VCAF)

Contractor shall generate and submit to DAS-PS a quarterly Volume Sales Report ("VSR") detailing total dollar in sales generated by each Authorized Purchaser to DAS-PS, along with a Vendor Collected Administrative Fee ("VCAF") paid directly to DAS-PS. The VCAF amount for this Price Agreement is equal to \$ 0.01 per gallon sold, as documented in the VSR and paid quarterly.

EASi Buy, LLC. Report /Support Fee

Contractor shall generate and submit to EASiBuy, LLC a monthly sales report detailing total dollars in sales generated by each Authorized Purchaser, along with a Transaction Fee of \$0.01 per gallon paid directly to EASiBuy, LLC. Contractor represents and warrants it has entered into and will comply with the Supplier Agreement Terms and Conditions ("EASiBuy Agreement") with EASiBuy, LLC. Contractor's failure to maintain or comply with the EASiBuy Agreement, including, but not limited to, failing to make reports or payments under the agreement constitutes a default under this Price Agreement.

1.5 Term of Agreement; Termination

- 1.5.1 The initial Term of this Price Agreement begins on the date this Price Agreement has been signed by DAS-PS and Contractor, and all required approvals have been obtained ("Effective Date"), and terminates on the 2nd anniversary of the Effective Date unless sooner terminated or extended as allowed in this Price Agreement. DAS-PS has, in its sole discretion, the option to extend the Term of this Price Agreement for up to four additional two-year extension periods, provided the maximum Term of this Price Agreement shall not exceed ten (10) years. DAS-PS will exercise the option to extend, if at all, by giving Contractor written notice no later than 30 calendar days before the expiration of the then-current term. The initial term, and all extension terms collectively, is considered the "Term" of this Price Agreement.
- 1.5.2 Upon termination or expiration of this Price Agreement, Contractor shall not accept new ordering instruments.
- 1.5.3 Termination of this Price Agreement also terminates any outstanding ordering instruments under which an Authorized Purchaser and Contractor agreed to have Contractor deliver specific quantities of Goods or Services on a pre-determined, future date or schedule. The intent is to terminate Blanket Purchase Order(s) or "BPOs", if any exist at time of termination.
- 1.5.4 Except as provided in Section 1.5.3, termination of this Price Agreement does not terminate any

right or obligation of a party under a Contract or ordering instrument accepted by Contractor before termination of this Price Agreement.

- 1.5.5 Parties' Right to Terminate for Mutual Consent. This Price Agreement allows termination any time by mutual written consent of DAS-PS and Contractor.
- 1.5.6 DAS-PS Right to Terminate. DAS-PS may, in its sole discretion, terminate this Price Agreement, in whole or in part, for any reason upon 30 Calendar Days' written notice to Contractor.

1.6 Insurance

Contractor shall obtain and maintain all insurance specified in Exhibit C for the Term of this Price Agreement and through the full performance of all Contracts entered into under this Price Agreement.

1.7 Miscellaneous

- 1.7.1 Choice of Law. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Price Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.
- 1.7.2 Designation of Forum and Consent to Jurisdiction. A party bringing a legal action or proceeding against the other arising out of or relating to this Price Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- 1.7.3 Amendment(s). No amendment of this Price Agreement is valid unless it is in writing and signed by both DAS-PS and Contractor.
- 1.7.4 Transfer. Contractor shall not assign, delegate or otherwise transfer any of its rights or obligations under this Price Agreement without first obtaining the written consent of DAS-PS. DAS-PS' consent to any subcontract (or other delegation of duties) does not relieve Contractor of any of its duties or obligations under this Price Agreement. This Price Agreement is binding upon and inures to the benefit of each of the parties, and, except as otherwise provided their permitted legal successors and assigns.
- 1.7.5 Counterparts. This Price Agreement may be executed in two or more counterparts, each of which is an original, and all of which, together, deemed the same instrument, notwithstanding that the parties are not signatories to the same counterpart.
- 1.7.6 Force Majeure. Neither DAS-PS nor Contractor will be held responsible for delay or default caused by fire, riot, acts of God, war, or any other cause not within the control of the party whose performance is interfered with, and which delay or default such party is unable to prevent by the exercise of reasonable diligence. DAS-PS may terminate this Price Agreement upon written notice after determining such delay or default will reasonably prevent successful performance of this Price Agreement within a time period that is acceptable to DAS-PS.

In the event of any such delay, Contractor's obligations shall be suspended to the extent and duration of the cause of the delay. However, Contractor shall make all reasonable efforts to

eliminate the cause of any such delay, and upon the cessation of such cause, shall resume performance of Contractor's obligations with all reasonable diligence. If necessary, the period for performance under this Price Agreement will be extended to enable Contractor to fulfill its obligations hereunder once such cause has been removed.

- 1.7.7 Entire Agreement. This Price Agreement, together with the attached exhibits, constitutes the entire agreement between the parties and merges all prior and contemporaneous communications with respect to the subject matter.
- 1.7.8 Notices. Except as otherwise expressly provided in this Price Agreement, any communications between the parties, or notices to be given under this Price Agreement, are effective only if given in writing by personal delivery, email or United States Postal Service, postage prepaid, to the Contract Administrator for Contractor or DAS-PS at the address or number set forth below in Section 4, as applicable, or to such other addresses or numbers as either party may later indicate pursuant to this Section. Any communication or notice via the United States Postal Service is deemed given five (5) days after mailing. Any communication or notice by personal delivery is deemed given immediately upon such delivery. Any communication or notice by email is deemed given when the recipient, by an email sent to the email address for the sender or by a notice given by another method in accordance with this section, acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this section.
- 1.7.9 No Third Party Beneficiaries. DAS-PS and Contractor are the only parties to this Price Agreement and are the only parties entitled to enforce its terms. Nothing in this Price Agreement gives, is intended to give, or will be construed to give or provide, any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Price Agreement. This section is not intended to, and shall not, limit the rights and benefits of any Authorized Purchaser under Contracts or other ordering instruments entered into with Contractor pursuant to this Agreement.
- 1.7.10 Waiver. The failure of DAS-PS to enforce any provision of this Price Agreement or the waiver of any violation or nonperformance of this Price Agreement in one instance does not constitute a waiver by DAS-PS of that or any other provision nor is it a waiver of any subsequent violation or nonperformance. Such failure to enforce waiver, if made, is effective only in the specific instance and for the specific purpose given.
- 1.7.11 Certification of Compliance with Tax Laws. Contractor has complied with the tax laws of the State and the applicable tax laws of any political subdivision of the State. Contractor shall comply with all tax laws of the State and all applicable tax laws of any political subdivision of the State, for the term of this Price Agreement. For the purposes of this subsection, "tax laws" include: (i) all tax laws of the State, including but not limited to ORS 305.620 and ORS chapters 316, 317 and 318; (ii) all tax provisions imposed by a political subdivision of the State that applied to Contractor, to Contractor's property (whether tangible or intangible), operations, receipts, or income, or to Contractor's performance of, or compensation for, any work performed by Contractor; (iii) all tax provisions imposed by a political subdivision of the State that applied to Goods or Services provided by Contractor; and (iv) all rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Any failure to comply with the provisions of this subsection 1.7.11 constitutes a material default

under this Price Agreement. Such default entitles DAS-PS to terminate this Price Agreement and pursue and recover any and all damages arising from the default or termination of the Price Agreement, and to pursue any or all remedies available under this Price Agreement, at law, or in equity, including but not limited to:

- Termination of this Price Agreement, in whole or in part;
- Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's or Authorized Purchaser's setoffright, without penalty; and
- Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief.

DAS-PS may recover any, and all, damages suffered as the result of Contractor's default under this subsection or under any other provision of this Price Agreement, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Goods or Services.

- 1.7.12 Recycled Products: Contractor shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled products where possible. This includes paper, "PETE" and other materials, as defined in ORS 279A.010 [1][gg], [hh] and [ii].
- 1.7.13 Records Archiving: Contractor shall retain, maintain and keep accessible all records relevant to the this Price Agreement (the "Records") for a minimum of six (6) years, or such longer period as may be required by applicable law following termination of the Price Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to the Price Agreement and any Contract, whichever date is later. Financial Records must be kept in accordance with Generally Accepted Accounting Principles (GAAP). During the record-retention period established in this section, Contractor shall permit DAS-PS and the State of Oregon and their duly authorized representatives, EASiBuy LLC, and the federal government access to the Records at a reasonable time and place for purposes of examination and copying.
- 1.7.14 Performance Evaluations: DAS-PS may conduct evaluations of Contractor's performance during the Term of this Price Agreement. DAS-PS will compile and maintain completed evaluations, which will become a written record of Contractor's performance. DAS-PS may also maintain as part of that written record information obtained from Contractor during an exit interview following Price Agreement termination. DAS-PS may provide copies of any documents in the written record to Contractor and third parties upon request. DAS-PS may use performance evaluations in any way it deems necessary, in its sole discretion, including but not limited to making responsibility determinations and decisions to award contracts.
- 1.7.15 Reporting. This Price Agreement and Contract(s) with AUTHORIZED PURCHASERS who are state agencies will be reported to the Oregon Department of Revenue. The Department of Revenue may take any and all actions permitted by law relative to the collection of taxes due to the State of Oregon or a political subdivision, including (i) garnishing Contractor's compensation under this Price Agreement or a Contract and (ii) exercising a right of setoff against Contractor's compensation under a Contract for any amounts that may be due and unpaid to the State of Oregon or its political subdivisions for which the Department of Revenue collects debts.
- 1.7.16 Pay Equity Compliance: If selected for award, Bidder shall submit to Agency a true and

correct copy of an unexpired Pay Equity Compliance Certificate issued to the Bidder by the Oregon Department of Administrative Services.

For more information on Pay Equity Certification, visit

<https://www.oregon.gov/das/Procurement/Pages/PayEquity.aspx>

- 1.7.17 Survival: All rights and obligations cease upon termination or expiration of this Price Agreement, except for the rights and obligations and declarations which expressly or by their nature survive termination of this Price Agreement, including without limitation this Section 1.7.17, and provisions regarding warranties and liabilities, independent Contractor status and taxes and withholding, compensation, Contractor's representations and warranties, control of defense and settlement, remedies, dispute resolution, order of precedence, maintenance and access to records, notices, severability, successors and assigns, third party beneficiaries, waiver, headings, and integration.

Section 2 – Standard Terms for Contracts under this Price Agreement

2.1 Contract Documents and Order of Precedence: The Contract consists of the ordering instrument and the provisions in Sections 2 and 3 of the Price Agreement. In the event of a conflict between the ordering instrument and provisions in Sections 2 and 3, the provisions in Sections 2 and 3 take precedence.

2.2 Payment: Authorized Purchaser is solely responsible for payment under this Contract. Contractor shall look solely to Authorized Purchaser for payment of all amounts due under this Contract. Subject to Authorized Purchaser's acceptance of Goods or Services, payment is due from Authorized Purchaser within 45 calendar days after the date of the invoice.

2.3 Overdue Charges: At Contractor's option, it may assess overdue account charges to Authorized Purchaser up to a maximum rate of two-thirds of one percent per month (8% per annum).

2.4 Demurrage Compensation: Contractor may apply for Demurrage Compensation if the Authorized Purchaser is responsible for undue delays in Contractor delivering Goods per the Contract requirements. In such cases, both parties will review the matter in good faith. If mutually agreed, Authorized Purchaser shall reimburse Contractor based on an hourly rate billable in less-than hourly increments. The duration of the delay and reimbursement method to be agreed Contractor and Authorized Purchaser on a case-by case basis. The hourly rate used for purposes of Demurrage Compensation shall be \$ 125.00 Hourly rate fixed for the initial term of the Price Agreement. Rates may be decreased or increased every two years provided both parties agree.

2.5 Delivery: Delivery is complete when the purchased Goods are in the Authorized Purchaser's fuel tanks. If Goods are not delivered within the terms and time frame cited in the Contract, substitute comparable products may be purchased by the Authorized Purchaser from another source and the Contractor shall be required to pay any additional costs incurred by the Authorized Purchaser in doing so. Late or non-complying delivery may also result in termination of the Contract by the Authorized Purchaser.

2.6 Ordering Practices: Authorized Purchaser may require Contractor to comply with any of the following Bulk Fuel ordering methods:

a) KEEP FULL: When Authorized Purchaser chooses, Contractor may schedule deliveries at its convenience to ensure that there is always sufficient Bulk Fuel in the Authorized Purchaser's tank or tanks provided the Authorized Purchaser approve scheduled deliveries, in advance, in writing.

b) ROUTINE SINGLE ORDERS: Deliveries during normal, working hours and within three calendar days after receipt of order.

c) EMERGENCY: Deliveries must be within 24 hours after notification of need. Contractor may add a flat rate charge up to \$150.00 per delivery to cover additional costs, if applicable. All emergency charges agreed to prior to delivery. Emergency charges must be a separate line item on the invoice.

Contractor shall provide a copy of the loading, meter or similar document certifying actual volume dispensed when delivery is complete.

2.8 SPILLS and SPILL CLEAN UP:

2.8.1 Contractor shall be solely responsible for remediation of the spillage area, and for all costs and damages resulting from such remediation, for all fuel spills that may occur during transit or unloading operations.

2.8.2 Contractor shall be knowledgeable of and shall comply with all federal, state and local laws, codes, regulations and ordinances applicable to fuel delivery and oil pollution prevention.

2.8.3 Contractor shall take all reasonable measures to prevent any spillage typically associated with Contractor's equipment and shall utilize proper equipment to prevent fuel spillage during delivery (such as the use of drip buckets under hose fittings).

2.8.4 Contractor shall follow all posted spill prevention procedures at Authorized Purchaser's fueling sites.

2.8.5 Contractor shall use wheel chocks, other physical barriers, or a warning system to prevent truck departure prior to complete disconnection of flexible or fixed fuel transfer lines.

2.8.6 Contractor shall inspect its vehicles prior to each departure to make a delivery for discharges from the lowermost drain and all outlets of such vehicles and shall remediate the cause of any such discharges prior to departure

2.8.7 Contractor shall immediately report and clean up any spillage, and shall comply with any related requirements under applicable law, including, but not limited to, ORS 466.605 through 466.680. In the event of Contractor's failure to do so, the Authorized Purchaser may take any or all corrective action deemed necessary to restore the impacted area to its original condition, and the Contractor shall be liable for all related costs, including any litigation and mitigation costs incurred to restore the impacted area or to recover such costs.

2.9 Payment Address: Payments by Authorized Purchaser must be sent to the address specified on Contractor's invoice.

2.10 Invoices: Contractor shall invoice Authorized Purchaser only after valid acceptance of Goods or Services has been confirmed in writing by Authorized Purchaser. Invoices must be sent to the address provided by Authorized Purchaser and must include, at a minimum, the following:

- a) Price Agreement No.
- b) Purchase Order No.
- c) Quantity of Goods or Services
- d) Unit Price of Goods or Services
- e) Total Invoice Value

2.11 Prices: Contractor represents all prices for Goods or Services under this Contract are equal to or better than the prices listed in the Price Agreement.

2.12 Cancellation, Inspections and Acceptance: Authorized Purchaser may cancel an order in whole or in part before the cancelled Goods or Services described in the order are delivered.

Authorized Purchaser has ten (10) calendar days from date of delivery of the entire order within which to inspect and accept or reject the Goods or Services. If Authorized Purchaser rejects the Goods or Services, Authorized Purchaser will provide Contractor with written notice of such rejection. Notice of rejection must include itemization of apparent defects, including but not limited to discrepancies between the Goods or Services and the applicable specifications or warranties (including variance from demonstrations or sample characteristics where demonstrations or samples have been provided), or otherwise nonconforming Goods or Services (including late delivery). If Authorized Purchaser elects to provide Contractor with an opportunity to cure the rejected Goods or Services, notice of rejection must also specify the time period in which such cure must be completed.

Authorized Purchaser may elect to have Contractor deliver substitute conforming Goods or Services at no additional cost within 14 calendar days of Contractor's receipt of notice of rejection or other acceptable timeline, if warranted, and agreed to by both parties.

If Goods or Services are rejected or the acceptance of such Goods or Services is revoked, Contractor shall refund any payments made with regard to the rejected Goods or Services and shall, at Contractor's sole cost and expense, remove the Goods or Services within seven (7) calendar days of Authorized Purchaser's notice of rejection or revocation of acceptance.

Nothing contained in Section 2.12 precludes Authorized Purchaser from other remedies to which it may be entitled upon rejection, or revocation of acceptance, of Goods or Services.

2.13 Contractor's Representations and Warranties:

2.13.1 Employee Status: Contractor warrants that it and its personnel are not "officers," "employees," or "agents" of Authorized Purchaser, as those terms are used in ORS 30.265.

2.13.2 Warranty on Materials, Design & Manufacture: Contractor represents and warrants that all Goods supplied are new, unused, of current production models and free from defects in materials, design and manufacture. Contractor further represents and warrants all Goods

are in compliance and meet or exceed all specifications listed in Attachment D.

2.13.3 Warranty on Service Standards: Contractor warrants that all Services shall be performed in a good, workman-like manner in accordance with highest standards prevalent in the industry.

2.13.4 Warranty of Title: Contractor represents and warrants all Goods are free and clear of any liens or encumbrances and that Contractor has full legal title to the Goods. Contractor further warrants no other person or entity has any right, title or interest in the Goods, which is superior to, or infringes upon, the rights granted to the Authorized Purchaser upon acceptance of Goods.

2.13.5 Warranty on Safety and Health Requirements: Contractor represents and warrants that Goods or Services provided under this Contract comply with all applicable federal health and safety standards including, but not limited to, Occupational Safety and Health Administration (OSHA) and all Oregon safety and health requirements, including but not limited to those of the Oregon Consumer and Business Services Department.

2.13.6 Manufacturer Warranty: Contractor shall have all manufacturer warranties covering the Goods and component parts, if any, transferred to the Authorized Purchaser and provide warranty documents to Authorized Purchaser at time of delivery at no charge.

2.13.7 Warranties Cumulative: The warranties set forth in this Section 2.13 are in addition to, and not in lieu of, any other warranties provided under the Price Agreement or the Contract. All warranties provided are cumulative and intended to afford Authorized Purchaser the broadest warranty protection available.

2.14 COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS:

2.14.1 Contractor shall comply with all federal, state and local laws, regulations, and ordinances applicable to this Contract as adopted or amended from time to time.

2.14.2 STATUTORY TERMS: Authorized Purchaser's performance under this Contract is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Contract), 279B.230 and 279B.235 (if applicable to this Contract), which are incorporated into this Contract by reference. Contractor shall, to the maximum extent economically feasible in the performance of this Contract, use recycled products where possible. This includes paper, "PETE" and other materials as defined in ORS 279A.010 [1][gg], [hh] and [ii].

2.14.3 NONCOMPLIANT GOODS: In the event of a conflict between the specifications in this Contract and applicable federal or state law, the law prevails. Contractor shall make any modifications required to achieve compliance with applicable law. When Contractor is notified, or becomes aware, of any required modifications, Contractor shall immediately notify DAS-PS and Authorized Purchaser.

2.14.4 RECALLED GOODS, SERVICES OR COMPONENTS: In the event any Goods, Services or component parts are recalled by a regulatory body or the manufacturer, or discovered by Contractor not to be in compliance with the applicable specifications, Contractor shall immediately notify DAS-PS and Authorized Purchaser of the recall or non-compliance, and

shall provide copies of the notice or other documentation. Upon notification, Authorized Purchaser may elect to do any of the following:

- a) Cancel any portion of the ordering instrument.
- b) Reject the Goods or Services.
- c) Revoke its acceptance of the Goods or Services.
- d) Require Contractor to complete necessary modifications, where applicable, in a timely manner, at no charge to Authorized Purchaser.
- e) Terminate the Contract.

In the event of rejection or revocation of acceptance under this subsection, Contractor shall promptly remove the Goods or Services at its sole cost and expense, and reimburse Authorized Purchaser for any payments made.

2.15 FOREIGN CONTRACTOR: If the amount of the Contract exceeds ten thousand dollars (\$10,000), and if Contractor is not domiciled in or registered to do business in the State, Contractor shall promptly provide to the Oregon Department of Revenue all information required by that department with respect to the Contract. Authorized Purchaser may withhold final payment under the Contract until Contractor has met this requirement.

2.16 SAFETY DATA SHEET: Where applicable, Contractor shall provide Authorized Purchaser at time of delivery with a Safety Data Sheet ("SDS") as defined by the Occupational Safety and Health Administration (OSHA) for any Goods provided under the Price Agreement, which may release or otherwise result in exposure to a hazardous chemical under normal conditions of use. In addition, Contractor must properly label, tag or mark such Goods. Additionally, Contractor shall deliver EPA labels and SDS information if available and as requested by Authorized Purchaser.

2.17 TIME IS OF THE ESSENCE: Time is of the essence for performance of Contractor's obligations under this Contract.

2.18 FORCE MAJEURE: Neither Authorized Purchaser nor Contractor will be held responsible for delay or default caused by fire, riot, acts of God, war, or any other cause which is beyond the party's reasonable control. Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract. Authorized Purchaser may terminate this Contract upon written notice to Contractor after reasonably determining that such delay or default will likely prevent successful performance of the Contract within a time frame that is acceptable to Authorized Purchaser.

2.19 FUNDS AVAILABLE AND AUTHORIZED; PAYMENTS: If Authorized Purchaser is an agency of the State of Oregon or another governmental body, payment obligations under this Contract are conditioned upon Authorized Purchaser's receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Authorized Purchaser, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Contract. At the time the ordering instrument was issued, Authorized Purchaser had sufficient funds available and authorized to make payments under this Contract.

2.20 INDEPENDENT CONTRACTOR STATUS; RESPONSIBILITY FOR TAXES AND WITHHOLDING:

2.20.1 Contractor is an independent contractor. Although the Authorized Purchaser reserves the right (i) to determine (and modify) the delivery schedule for Goods or Services and (ii) to evaluate the quality of completed performance, Authorized Purchaser cannot and will not

control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing any obligations required by this Contract.

2.20.2 Contractor is responsible for all federal and state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, Authorized Purchaser will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.

2.21 INDEMNIFICATION:

2.21.1 Contractor shall defend, save, hold harmless, and indemnify Authorized Purchaser, the State of Oregon and its officers, employees and agents from and against all claims, suits, actions, proceedings, losses, damages, liabilities, awards and costs of every kind and description (including reasonable attorney's fees and expenses at trial, on appeal and in connection with any petition for review) (collectively, "claim") which may be brought or made against any Authorized Purchaser, the State of Oregon or any agencies thereof, or the agents, officials or employees of any of the foregoing, and arising out of or related to (i) any personal injury, death or property damage caused by any alleged act, omission, error, fault, mistake or negligence of Contractor, its employees, agents, related to this Contract, (ii) any act or omission by Contractor that constitutes a material default of this Contract, including without limitation any default of warranty, or (iii) the infringement of any patent, copyright, trade secret or other proprietary right of any third party by delivery or use of the Goods or Services. Authorized Purchaser or the State of Oregon will promptly notify Contractor in writing of any claim of which Authorized Purchaser or the State becomes aware. Contractor's obligations under this section do not extend to any claim solely caused by (i) the negligent or willful misconduct of Authorized Purchaser, or (ii) Authorized Purchaser's modification of Goods or Services without Contractor's approval and in a manner inconsistent with the purpose and proper usage of such Goods or Services.

2.21.2 The Oregon Attorney General must give written authorization to any legal counsel purporting to act in the name of, or represent the interests of, the State of Oregon or its officers, employees or agents prior to such action or representation. Further, the State of Oregon, acting by and through its Department of Justice, may assume its own defense, including that of its officers, employees and agents, at any time when in the State's sole discretion it determines that (i) proposed counsel is prohibited from the particular representation contemplated; (ii) proposed counsel is not adequately defending or able to defend the interests of the State of Oregon, its officers, employees or agents; (iii) important governmental interests are at stake; or (iv) the best interests of the State of Oregon are served thereby. Contractor's obligation to pay for all costs and expenses includes those incurred by the State of Oregon in assuming its own defense and that of its officers, employees, or agents under this section.

2.22 DEFAULT:

2.22.1 BY CONTRACTOR: Contractor is in default under this Contract if:

- a) Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;
- b) Contractor no longer holds a license or certificate that is required for Contractor to perform Contractor's obligations under this Contract; or
- c) Contractor commits any default of any covenant, representation warranty, obligation or certification under this Contract, provided Contractor may cure the default within the period specified in Authorized Purchaser's notice of default when Authorized Purchaser determines the default is curable by Contractor within a time period that is acceptable to Authorized Purchaser.

2.22.2 BY AUTHORIZED PURCHASER: Authorized Purchaser is in default of this Contract if:

- a) Authorized Purchaser fails to pay Contractor any amount pursuant to ~~the terms of this Contract, and~~ Authorized Purchaser fails to cure such failure within twenty (20) business days after delivery of Contractor's notice of nonpayment or such longer period as Contractor may specify in such notice; or
- b) Authorized Purchaser commits any default of any covenant, representation, warranty, or obligation under this Contract and such default is not cured within twenty (20) business days after delivery of Contractor's notice of default or such longer period as Contractor may specify in such notice.

2.23 DEFAULT REMEDIES:

2.23.1 AUTHORIZED PURCHASER'S REMEDIES: If Contractor is in default under Section 2.22.1, in addition to the remedies afforded elsewhere in this Contract, Authorized Purchaser may recover any and all damages suffered as the result of Contractor's default, including but not limited to direct, indirect, incidental and consequential damages, as provided in ORS 72.7110 to 72.7170. Authorized Purchaser may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, including, but not limited to:

- a) Termination of the Contract as provided in Section 2.24;
- b) Withholding all monies due for invoiced Goods or Services that Contractor is obligated but has failed to deliver or perform within any scheduled completion dates or has performed inadequately or defectively;
- c) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief; and
- d) Exercise of its right of setoff, and withholding of monies otherwise due and owing in an amount equal to Authorized Purchaser's setoff without penalty to Authorized Purchaser.

These remedies are cumulative to the extent the remedies are not inconsistent and Authorized Purchaser may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

2.23.2 CONTRACTOR'S REMEDIES: If Authorized Purchaser terminates this Contract, or if Authorized Purchaser is in default under Section 2.22.2 and whether or not Contractor elects to exercise its right to terminate this Contract under Section 2.24, Contractor's sole remedy is a claim against Authorized Purchaser for the unpaid purchase price for Goods or Services delivered and accepted by Authorized Purchaser, less previous amounts paid and the amount of any claim(s) which Authorized Purchaser has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this section, Contractor shall pay any excess to Authorized Purchaser upon writtendemand.

2.24 TERMINATION:

2.24.1 BY MUTUAL CONSENT: This Contract may be terminated at any time by mutual written consent of Authorized Purchaser and Contractor.

2.24.2 RIGHTS OF AUTHORIZED PURCHASER. Authorized Purchaser may, at its sole discretion, terminate a Contract or other ordering instrument for convenience with thirty (30) calendar days' written notice. Authorized Purchaser may terminate a Contract or other ordering instrument immediately upon notice to Contractor, or at such later date as Authorized Purchaser may establish in such notice, upon the occurrence of any of the following events: (a) Authorized Purchaser fails to receive funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Authorized Purchaser, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Contract; (b) federal or state laws, regulations, or guidelines are modified or interpreted in such a way so as to prohibit either the purchase of the Goods or Services by Authorized Purchaser under the Price Agreement, or Authorized Purchaser's payment for such Goods or Services from the planned funding sources; or (c) Contractor is in default under this Contract under Section 2.22.1. Upon receipt of written notice of termination, Contractor shall stop performance under this Contract if and as directed by Authorized Purchaser.

2.24.3 RIGHTS OF CONTRACTOR: Contractor may terminate a Contract with a minimum twenty (20) calendar-days written notice to Authorized Purchaser, if Authorized Purchaser is in default of the subject Contract as described in Section 2.22.2.

2.25 ACCESS TO RECORDS: Contractor shall retain, maintain and keep accessible all records relevant to the this Contract (the "Records") for a minimum of six (6) years. Longer periods may apply if or such longer if required by law following expiration, termination of Contract or until the conclusion of any audit, controversy or litigation arising out of, or related to, the Contract, whichever date is later. Financial Records must be kept in accordance with Generally Accepted Accounting Principles (GAAP). During the record-retention period established in this section, Contractor shall permit DAS-PS, Authorized Purchaser, duly authorized representatives and the federal government access to the Records at a reasonable time and place for purposes of examination and copying.

2.26 NOTICES: Except as otherwise expressly provided in this Contract, any communications between the parties, or notices given under this Contract, are effective only if given in writing by personal delivery, facsimile, email or United States Postal Service, postage prepaid, to the party's authorized representative. For Authorized Purchaser, the authorized representative and the address or number for notices or communications to given to that authorized representative are as identified in the ordering instrument or as later indicated by Authorized Purchaser pursuant to this section. For Contractor, the authorized representative and the address or number for notices or communications to given to that authorized

representative are as identified in the Price Agreement or as later indicated by Contractor pursuant to this section. Any communication or notice via the United States Postal Service deemed given five (5) days after mailing. Any communication or notice by personal delivery deemed given immediately upon such delivery. Any communication or notice by email deemed given when the recipient, by an email sent to the email address for the sender or by a notice given by another method in accordance with this section, acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this section.

2.27 ORDERING INSTRUMENTS; ACKNOWLEDGEMENTS: The parties acknowledge and agree, other than designation of quantities, types of Goods or Services, destination, dates and scheduled delivery of other performances, any purchase order or acknowledgement document is for the convenience of the parties to initiate or confirm order of Goods or Services under this Contract. No other terms or conditions contained in those documents are of any force, effect or binding upon the parties.

2.28 GOVERNING LAW: This Contract is governed and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of laws.

2.29 VENUE; CONSENT TO JURISDICTION:

2.29.1 STATE CONTRACT VENUE; CONSENT TO JURISDICTION: Any claim, action, suit or proceeding (collectively, "Claim") between an Authorized Purchaser that is an agency of the State of Oregon and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then unless otherwise prohibited by law it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Contractor hereby consents to the in personam jurisdiction of said courts and waives any objection to venue in such courts, and waives any claim that such forums are inconvenient. Nothing herein may be construed as a waiver of the State of Oregon's sovereign or governmental immunity, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or of any defenses to Claims or jurisdiction based thereon.

2.29.2 ORCPP CONTRACT VENUE; CONSENT TO JURISDICTION: Any Claims between Contractor and an Authorized Purchaser other than an agency of the State of Oregon that arise from or relate to this Contract order must be brought and conducted solely and exclusively within the Circuit Court of the county in which such Authorized Purchaser resides, or at the Authorized Purchaser's option, within such other county as the Authorized Purchaser is entitled under the laws of the relevant jurisdiction to bring or defend Claims. If any such Claim must be brought in a federal forum, then unless otherwise prohibited by law it must be brought and conducted solely and exclusively within the United States District Court for the District in which such Authorized Purchaser resides. Contractor hereby consents to the in personam jurisdiction of said courts and waives any objection to venue in such courts, and waives any claim that such forums are inconvenient. Nothing herein may be construed as a waiver of Authorized Purchaser's sovereign or governmental immunity, if any, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or of any defenses to Claims or jurisdiction based thereon.

2.30 SURVIVAL: All rights and obligations cease upon termination or expiration of this Contract, except for the rights and obligations and declarations which expressly or by their nature survive termination of this

Contract, including without limitation this Section 2.30, and provisions regarding warranties and liabilities, independent Contractor status and taxes and withholding, compensation, Contractor's representations and warranties, control of defense and settlement, remedies, dispute resolution, order of precedence, maintenance and access to records, notices, severability, successors and assigns, third party beneficiaries, waiver, headings, and integration.

- 2.31 SEVERABILITY:** If any provision of this Contract is declared by a court of competent jurisdiction to be illegal or otherwise invalid, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- 2.32 ASSIGNMENTS, SUBCONTRACTS AND SUCCESSORS:** Contractor shall not assign, sell, transfer, or subcontract rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written consent of Authorized Purchaser. Further, no such written consent relieves Contractor of any obligations under the Contract, and any assignee, transferee, or delegate will be considered the agent of Contractor. The provisions of this Contract are binding upon, and inure to the benefit of the parties and their respective successors and permitted assigns.
- 2.33 MERGER CLAUSE, AMENDMENT and WAIVER:** This Contract constitutes the entire agreement between Contractor and Authorized Purchaser on the subject matter of this Contract. There are no understandings, agreements, or representations, oral or written, not specified in this Contract on the subject matter. No amendment of this Contract is valid unless it is in writing and signed by the parties. No waiver or consent is effective unless in writing and signed by the party against whom it is asserted. Waivers and consents are effective only in the specific instance and for the specific purpose given. The failure of Authorized Purchaser to enforce any provision of this Contract is not a waiver by Authorized Purchaser of that or any other provision.
- 2.34 CERTIFICATION OF COMPLIANCE WITH TAX LAWS:** Contractor has complied with the tax laws of the State and the applicable tax laws of any political subdivision of the State. Contractor shall, for the term of this Contract, comply with all tax laws of the State and all applicable tax laws of any political subdivision of the State. For the purposes of this section, "tax laws" includes: (i) all tax laws of the State, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) any tax provisions imposed by a political subdivision of the State that applied to Contractor, to Contractor's property (whether tangible or intangible), operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (iii) any tax provisions imposed by a political subdivision of the State that applied to Goods or Services provided by Contractor; and (iv) any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions. Any failure to comply with the provisions of this subsection 2.29 constitutes a material default under this Contract. Such default entitles Authorized Purchaser to terminate this Contract and pursue and recover any and all damages arising from the default or termination of the Contract, and to pursue any or all remedies available under this Contract, at law, or in equity, including but not limited to:
1. Termination of this Contract, in whole or in part;
 2. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to Authorized Purchaser's setoff right, without penalty; and
 3. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. Authorized Purchaser may recover any, and all, damages suffered as the result of Contractor's default under this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement

Goods or Services.

- 2.35 **INTENDED BENEFICIARY.** DAS-PS is an intended beneficiary of this Contract. The parties to this Contract may modify the ordering instrument or terminate this Contract without the consent of DAS-PS.
- 2.36 **ASSIGNMENT OF ANTITRUST RIGHTS.** Contractor irrevocably assigns to the State of Oregon any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of 15 U.S.C. § 1-15 or ORS 646.725 or ORS 646.730, in connection with any Goods or Services provided to Contractor for the purpose of carrying out Contractor's obligations under this Contract, including, at the State's option, the right to control any such litigation on such claim for relief or cause of action. Contractor shall require any subcontractors hired to perform any of Contractor's duties under this Contract to irrevocably assign to the State of Oregon, as third party beneficiary, any right, title or interest that has accrued or which may accrue in the future by reason of any violation of 15 U.S.C. § 1-15 or ORS 646.725 or ORS 646.730, in connection with any Goods or Services provided to the subcontractor for the purpose of carrying out the subcontractor's obligations to Contractor pursuant to this Contract, including, at the State's option, the right to control any such litigation on such claim for relief or cause of action.

Section 3 – Special Terms for Contracts under this Price Agreement – Reserved

Section 4 – Contact details and signatures of each party's, duly-authorized representative(s)

4.1 Contractor:

- (a) He/she is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Price Agreement and to execute this Price Agreement on behalf of Contractor;
- (b) Contractor is bound by and will comply with all requirements, specifications, and terms contained in this Price Agreement;
- (c) Contractor will furnish the Goods or Services in accordance with Contracts under this Price Agreement; and
- (d) Contractor shall furnish federal identification number or social security number under a separate document.
- (e) All Contractor affirmations contained in its Bid related to this Price Agreement are true and correct.
- (f) Contractor has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 or against a business enterprise owned or controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontracts, and that Contractor is not in violation of any nondiscrimination laws.

Contractor Name Wilson Oil Company

Title REGIONAL SALES MANAGER

Authorized Signature  CHRIS NATION

Date 12/31/19

DAS-PS Name DARWIN KUMPUA

Title MANAGER

Authorized Signature 

Contract Administrator (if other than above)

Name John Starrs

Contact Info. John.Starrs@Oregon.gov
(503)-378-4643

Approved for Legal Sufficiency by:

Mr. Marc Bocci
Assistant Attorney General / Business Transactions
Via email dated December 23rd, 2019

EXHIBIT A – Goods

In addition to below, see separate EXCEL Document Titled:

“PA_No._9519_Wilson”

1. OPIS WHOLESALE RACK TABLES:

“City”+ “Current Date” + “10:00 EST”

Table used is under the Heading: “ADDITIONAL CONTRACT SUMMARY”

Price Line used is: “CONT UBD AVG” – Published Price or Published Price used in an Equation

2. EQUATION EXAMPLES:

a. Unleaded Gasoline – E-10:

***OPIS CONTRACT BENCHMARK FILE** / **OPIS GROSS CBOB ETHANOL (10%) PRICES**

Price = Published

b. Unleaded Gasoline – E-15:

OPIS CONTRACT BENCHMARK FILE / **OPIS GROSS CBOB ETHANOL (10%) PRICES**

AND

*OPIS CONTRACT BENCHMARK FILE** OPIS GROSS PURE ETHANOL PRICES***

Price = Equation. Sum of (Published E10 x 0.9440) + (Published PURE x .0560)

c. Unleaded Gasoline – E-85:

OPIS CONTRACT BENCHMARK FILE / **OPIS GROSS CBOB ETHANOL (10%) PRICES**

AND

OPIS CONTRACT BENCHMARK FILE OPIS GROSS PURE ETHANOL PRICES***

Price = Equation. Sum of (Published E10 x 0.1667) + (Published PURE x .8333)

d. Ultra-Low, Sulfur Diesel [ULSD] No.2:

OPIS CONTRACT BENCHMARK FILE / **OPIS GROSS ULTRA LOW SULFUR DISTILLATE PRICES***

Price = Published under No. 2 column

e. Biodiesel [B5] No.2:

OPIS CONTRACT BENCHMARK FILE / **OPIS GROSS WHOLESALE B5 SME*

*BIODIESEL PRICES***

Price = Published

f. Biodiesel [B20] No.2:

OPIS CONTRACT BENCHMARK FILE / **OPIS GROSS WHOLESALE B20 SME
BIODIESEL PRICES***

Price = Published

g. Renewable Diesel [RD100 or 99]:

OPIS CONTRACT BENCHMARK FILE / **OPIS GROSS WHOLESALE B5 SME
BIODIESEL PRICES***

Price = Published

h. Renewable Diesel [RD20/B80]:

Price = Bidder is to offer a final price based on their own calculations ensuring the end-product meets all required specifications. Bidder must be prepared to provide all calculation details if awarded a price agreement for this fuel type.

i. Heating Oil [ULSD] No.1:

OPIS CONTRACT BENCHMARK FILE / **OPIS GROSS ULTRA LOW SULFUR
DISTILLATE PRICES***

Price = Published under No. 1 Column

j. Burner Fuel [Kerosene]:

OPIS CONTRACT BENCHMARK FILE / **OPIS GROSS ULTRA LOW SULFUR
DISTILLATE PRICES***

Price = Published under No. 1 Column

Exhibit B

		DAS-PS Approved Purchase Order		STATE OF OREGON		PURCHASE ORDER (PO) NO.		PAGE #		
Authorized Purchaser's Authorized Representative				Purchase Order Date			Requisition No.			
Contractor Name and Address					Authorized Purchaser's Invoicing Address					
Contractor FEIN			Price Agreement number		Authorized Purchaser's Authorized Representative Email Address					
Deliver to Address					Authorized Purchaser's Authorized Representative Phone and Fax Number					
					Delivery Schedule or Delivery Date					
Item	Description				Quantity	U / M	Unit Price		Net Price	
							Sub Total			
							Freight			
							Total			
This Purchase Order, in addition to any exhibits or addenda attached, is placed against State of Oregon Solicitation # _____ and Price Agreement _____. The terms and conditions contained in the Price Agreement apply to this purchase and take precedence over all other conflicting terms and conditions, express or implied. There are no understandings, agreements or representations, oral or written, not specified herein.										
Agency's Authorized Representative to Make Purchase							Date			

EXHIBIT C – INSURANCE REQUIREMENTS:

Contractor shall obtain at Contractor's expense the insurance specified in this section 4 prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract, as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Contractor shall obtain the following insurance from insurance companies or entities authorized to transact the business of insurance and issue coverage in the State of Oregon and acceptable to Agency. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY:

☒ Required

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or operation. Coverage must be written on an occurrence basis in an amount of not less than \$1,000,000.00 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.00.

AUTOMOBILE LIABILITY INSURANCE:

☒ Required ☐ Not required

Automobile Liability Insurance covering Contractor's business use including coverage for all owned, non-owned, or hired vehicles with a combined single limit of not less than \$1,000,000.00 for bodily injury and property damage. Coverage written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability) allowed. Use of personal automobile liability insurance coverage acceptable if evidence the policy includes a business use endorsement.

POLLUTION LIABILITY:

☒ Required ☐ Not required

Pollution Liability Insurance covering Contractor's or appropriate subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by Contractor, all arising out of the Goods delivered or Services (including

transportation risk) performed under this Contract is required. Combined single limit per occurrence shall not be less than **\$1,000,000.00**. Annual aggregate limit shall not be less than **\$2,000,000.00**.

An endorsement to the Commercial General Liability or Automobile Liability policy, covering Contractor's or subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related clean-up cost incurred by the Contractor that arise from the Goods delivered or Services (including transportation risk) performed by Contractor under this Contract is also acceptable.

EXCESS/UMBRELLA INSURANCE:

Combinations of primary and excess/umbrella insurance allowed to meet the required limits of insurance.

ADDITIONAL INSURED:

All liability insurance except for Workers' Compensation, Professional Liability, Network Security and Privacy Liability (if applicable), required under this Contract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

WAIVER OF SUBROGATION:

Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

TAIL COVERAGE:

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor shall maintain either tail coverage or continuous, claims-made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Contract, for a minimum of 24 months following the later of (i) Contractor's completion and Agency's acceptance of all Services required under this Contract, or, (ii) Agency or Contractor termination of this Contract, or, iii) The expiration of all warranty periods provided under this Contract.

CERTIFICATE(S) AND PROOF OF INSURANCE:

Contractor shall provide to Agency Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

NOTICE OF CHANGE OR CANCELLATION:

The Contractor or its insurer must provide at least 30 days' written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

INSURANCE REQUIREMENT REVIEW:

Contractor agrees to periodic review of insurance requirements by Agency under this Contract and to provide updated requirements as mutually agreed upon by Contractor and Agency.

STATE ACCEPTANCE:

All insurance providers are subject to Agency acceptance. If requested by Agency, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related documents to Agency's representatives responsible for verification of the coverages required under this Section 4.

EXHIBIT D

1.1 Contractor Reporting and Payment Requirements

Contractor will be required to submit Volume Sales Reports ("VSR"), Vendor Collected Administrative Fees (VCAF) and EASi Buy, LLC. Report / Support Fees during the Term of the Price Agreement as provided below.

1.4.1. Volume Sales Reports

Pursuant to the process defined by DAS PS found at:

<https://www.oregon.gov/das/Procurement/Pages/Supplier.aspx>, Contractor shall submit a Volume Sales Report (VSR) to DAS PS on a quarterly basis; the quarterly report is due no later than thirty (30) calendar days from the end of the quarter. (For purposes of this Agreement, quarters end March 31, June 30, September 30 and December 31.) Upon written notice from DAS PS, Contractor shall submit the VSR on a monthly basis no later than 15 business days from the end of the preceding month, as directed by DAS PS.

The VSR will contain:

- Complete and accurate details of all receipts (sales and refunds) for the reported period; and
- Such other information as DAS PS may reasonably request.

Contractor is responsible for timely reporting and shall submit a VSR whether or not there are sales during the applicable reporting period. When no sales have been recorded for the reporting period, a report must be submitted stating "*No Sales for the Reporting Period*".

1.4.2. Vendor Collected Administrative Fee

Pursuant to the process defined by DAS PS and published at

<https://www.oregon.gov/das/Procurement/Pages/Supplier.aspx>, Contractor shall submit a Vendor Collected Administrative Fee (VCAF), as directed by DAS PS. The VCAF is a charge equal to \$0.01 per gallon purchased from Contractor by Authorized Purchasers under the Price Agreement, less any credits, made to Authorized Purchasers during the reporting period.

1.4.3. EASi Buy, LLC. Report / Support Fee

Contractor shall generate and submit to EASiBuy, LLC a monthly sales report detailing total dollars in sales generated by each Authorized Purchaser, and shall pay, directly to EASiBuy, LLC, a monthly Transaction Fee of \$0.01 per gallon purchased from Contractor by Authorized Purchasers under the Price Agreement. Contractor represents and warrants that it has entered into and will comply with the EASiBuy, LLC Agreement Terms and Conditions. This is a material representation on which DAS-PS may rely. Contractor's failure to maintain or comply with its agreement with EASiBuy, LLC, including, but not limited to, failing to make reports or payments under such agreement will constitute a default under this Price Agreement.

Staff Report: 034-25

To: Mayor and City Council
From: City Manager
Date: February 24, 2025

Subject

Contract Approval - Columbia River Mental Health Services Mobile Opioid Treatment Program - Contract #C-101839

Key Points

- City Council approved the Mobile Opioid Treatment Program Agreement ("Agreement") on January 6, 2025.
- The Agreement was not executed.
- The Contractor requested revisions to certain clauses of the agreement following that approval related to the clinical nature of the services.
- The City determined that because those revisions change the parties' obligations to each other, City Council should review and approve the revised Agreement.
- Staff recommends approval of the revised Agreement to ensure unsheltered persons living in Vancouver may receive continuity of care and life-saving medication-assisted treatment from Columbia River Mental Health Services.

Strategic Plan Alignment

Housing and Human Needs – meeting basic needs and partnering with organizations to support the community

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

Present Situation

In January 2025, Council approved a Professional Services Agreement with Columbia River Mental Health Services ("Contractor") to launch a Mobile Opioid Treatment Program to deliver critical treatment to individuals living unsheltered in Vancouver. Upon launch, this partnership will address the immediate behavioral health and addiction needs of the unsheltered population in Vancouver and later provide daily opioid treatment services at the forthcoming bridge shelter, reducing overdose risks and preparing individuals for sustainable housing, stability, and health outcomes.

Following Council's approval, the Contractor requested revisions to the Agreement related to the nature of clinical services the Contractor will offer, which are unique and unlike many other City-provided services. The City agreed to certain of the proposed revisions, which ensure that the Contractor retains ownership of its clinical information, that the City will not be unreasonable when agreeing to a settlement proposed by Contractor under the indemnification clause, and that the City will indemnify the Contractor against a third-party claim related to City's breach of the Agreement or noncompliance with applicable law. Additionally, to ensure patient care is not interrupted, the City will provide 30 days' advance notice if it must terminate the Agreement for convenience. The Contractor updated its contact information for notices, and the City changed the effective date and one signatory as those are now different. The City has provided a mark-up version for Council to easily review the revisions.

Staff recommends approval of the revised Agreement to ensure unsheltered persons living in Vancouver may receive continuity of care and life-saving medication assisted treatment from Columbia River Mental Health Services. The Contractor's services will address the immediate behavioral health and addiction needs of the unsheltered population, as well as provide daily opioid treatment services at the forthcoming bridge shelter, reducing overdose risks and preparing individuals for sustainable housing and long-term stability, health, and wellness.

Advantage(s)

1. Provide life-saving and stabilizing treatment and services to individuals in encampments prior to the bridge shelter's opening.
2. Ensure continuity of care for individuals transitioning from unsheltered to sheltered environments, whether in the bridge shelter or other shelter settings.

Challenge(s)

None at this time.

Budget Impact

Approving the revised Agreement will have no budgetary impact; it is funded through the opioid settlement fund.

Prior Council Review

- November 6, 2023 – Council meeting
- 2024 – monthly situation reports
- December 9, 2024 – Homeless Emergency Response Update workshop
- January 6, 2025 – Council meeting, initial approval

Action Requested

On Monday, February 24, 2025, authorize the City Manager or designee to approve a revised agreement with Columbia River Mental Health Services for the Mobile Opioid Treatment Program.

Staff Contact

Jamie Spinelli, Homeless Response Manager, jamie.spinelli@cityofvancouver.us

Attachments:

1. Mobile Opioid Treatment Program Agreement
2. Compare Draft that shows revisions to the Agreement



**CITY OF VANCOUVER
SERVICES AGREEMENT
No. C-101839
Mobile Opioid Treatment Program**

This Services Agreement (the “Agreement”), effective on the date last signed below (the “Effective Date”) is entered by the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington (the "City") and Columbia River Mental Health Services a nonprofit corporation organized under the laws of the State of Washington (the "Contractor"). The City and Contractor are collectively referred to as the “Parties” or individually as a “Party”.

RECITALS

- A. The City desires to engage the Contractor to perform Services as described in this Agreement; and

AGREEMENT

In consideration of the terms and conditions in this Agreement, the Parties agree as follows:

- 1. SCOPE OF SERVICES:** The Contractor agrees to provide the City with all services and materials provided in the Scope of Services, attached as Exhibit "A", and in the City's Solicitation, if any, and the Contractor's responsive proposal to the City's Solicitation, if any (the “Services”). Contractor shall obtain City Project Manager's written approval prior to starting the Services.
- 2. COMPENSATION:** Payment to the Contractor for the Services described in this Agreement shall not exceed \$ 1,659,671.93 USD for year 1.

This payment shall be the maximum compensation for all Services including labor, materials, supplies, equipment, and incidentals necessary to complete the Services. And it shall not be exceeded without the City's prior written authorization in the form of a negotiated and executed amendment. Contractor agrees this compensation is

adequate and sufficient for the timely provision of all Services under this Agreement.

- 3. PAYMENT FOR CONTRACTOR SERVICES:** The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, from the previous month. Invoices must be submitted to the Project Manager, Jamie Spinelli, by email to jamie.spinelli@cityofvancouver.us and accpay@cityofvancouver.us or by mail to City of Vancouver, PM Name, PO Box 1995, Vancouver, WA 98668.

City shall pay Contractor within 30 days of receipt of Contractor's invoice. The City will pay Contractor pursuant to Exhibit "B." The City may correct any invoice overpaid in error.

During the life of this Agreement, and in consideration of the City's business needs, the Contractor may make requests for compensation adjustments. In consideration of market conditions, the City may allow an annual adjustment to compensation paid supported by the Consumer Price Index for the Seattle-Tacoma-Bellevue area for the previous four quarters. Contractor shall submit the request for consideration, together with supporting documentation, before the anniversary date of this Agreement. The City will review the request and, at its sole discretion, make a decision. If accepted, the adjustment shall become effective on the anniversary date of the Agreement and will be firm for the remainder of the contracted period. All adjustments will be authorized by written contract amendment.

The Parties agree that any amount paid in error by City does not alter the fee schedule. City's contract/purchase order (PO) number on the notice to proceed must be referenced on any invoice submitted for payment.

- 4. TERM OF AGREEMENT:** The term of this Agreement begins on the February 1, 2025 and continues until January 30, 2026. The Parties may agree in writing to renew the Agreement up to 4 additional years. The term and any renewal term are collectively the "Term."

5. CITY DATA; DATA SECURITY

- 5.1 City Data.** Contractor may obtain and process City Data in connection with the Services. "City Data" means the data City provides to Contractor in connection with the receipt of the Services and any data generated by Contractor in connection with providing the Services to City. City owns all City Data. City licenses City Data to

Contractor solely for the purposes of providing the Services to City or improving the Services for City. Contractor shall not use City Data for any other purpose, including as artificial intelligence training data. Contractor acknowledges that compliance with Applicable Laws under Section 31 of the Agreement includes compliance with all applicable federal, state, and local data protection laws in its provision of the Services.

5.2 Data Security. If Contractor maintains City Data on Contractor systems it will comply with the following data security requirements.

5.2.1 Security Practices. Contractor shall develop, implement, and maintain appropriate administrative, physical, and technical safeguards that are designed to ensure the confidentiality, integrity and availability of City Data. Contractor will enact safeguards that are compliant with industry best practices for the specific City Data obtained by Contractor in connection with the Services.

5.2.2 Location of City Data. Contractor shall maintain City Data solely in data centers located in the United States.

5.2.3 Security Breaches. A “Security Breach” is any suspected or actual unauthorized access to or use of City Data in Contractor’s possession.

- a. Notice. Contractor will notify City within 24 hours of any Security Breach. Notice will include details regarding the Security Breach including impacted parties, specific data, and mitigation. Contractor will call 360.487.8888 (if after hours, follow prompt to connect to on-call personnel); email City with a read receipt to help.desk@cityofvancouver.us; and email to the City personnel contact for the Agreement.
- b. Coordination. Immediately after Contractor provides notification of a Security Breach the Parties will begin working together to contain, mitigate, investigate, respond to and remediate the Security Breach. Contractor will cooperate with all City requests in relation to the Security Breach in compliance with Applicable Law.
- c. Root Cause Analysis. As soon as possible following the Security Breach, Contractor will complete a root cause analysis and will provide a plan to City for remediation and prevention.
- d. Third-Party Notice. Contractor will work together with City to ensure compliance with RCW 19.255.010 if necessary and will make no statement or send notice to any third party regarding the Security Breach without City’s prior written consent.
- e. Costs. In addition to its indemnification obligations, Contractor will reimburse City for all costs City incurs associated with any Security Breach,

including forensic investigation, costs of providing notice to impacted parties, call centers and credit monitoring as applicable. Contractor will pay or reimburse City for all regulatory fines and other legal costs the City incurs associated with the Security Breach.

- 6. DELIVERABLES - INTELLECTUAL PROPERTY** Contractor may create documents or other work product in connection with providing the Services (“Deliverables”). Contractor may retain a copy of any Deliverable for its internal business purposes. Contractor’s know-how, methodologies and processes are Contractor intellectual property. Contractor grants City a perpetual, irrevocable, royalty-free, worldwide license to use all Contractor intellectual property in connection with the Deliverables for any City purpose.
- 7. AUDIT RIGHTS:** Contractor shall maintain records of all matters related to this Agreement in accordance with generally accepted accounting principles. Contractor shall provide the records to City or any other governmental agency with jurisdiction for audit, at such reasonable times and places as City designates.
- 8. PUBLIC DISCLOSURE COMPLIANCE:** Records relating to Agreement are subject to the following:
 - 8.1 Confidential Information.** Any record of City business, including this Agreement, related records, and City Data, is a public record under the Washington Public Records Act, codified at chapter 42.56 RCW (“PRA”). City may be required to disclose this Agreement or related records, including records in Contractor’s possession, pursuant to a public disclosure request. City will provide third-party notice to Contractor before disclosing records. Public records may be subject to exemptions from disclosure under the PRA. City agrees to withhold its release of the requested records in dispute for a reasonable amount of time (approximately 10 days) to allow Contractor an opportunity to seek judicial protection pursuant to RCW 42.56.540 as adopted or amended.
 - 8.2 Public Disclosure Compliance.** City will comply with the PRA in its receipt of and response to any public disclosure request for responsive records related to this Agreement, subject to applicable exemptions. Under RCW 42.56.060, City will have no liability to Contractor for disclosure of Contractor information acting in good faith pursuant to its obligations under the PRA.
 - 8.3 Subpoenas.** If either Party receives a subpoena requiring the disclosure of the other Party’s information, that Party will notify the other party and provide a reasonable time for the affected party to obtain a protective order prior to disclosing information. If a Party is prohibited by a court with jurisdiction over the matter from

disclosing the subpoena, that Party will provide only the specific information required to be released under the subpoena on the advice of counsel.

8.4 City Data Confidentiality. Notwithstanding Section 8.1-3, Contractor will maintain the confidentiality of all City Data in its possession in conformance with Section 8.

9. STANDARD OF CARE: Contractor shall exercise the degree of skill and diligence normally employed by consultants in the same industry, performing the same or similar services. Contractor will re-perform any Services that breach this provision at no cost to City.

10. DISPUTE RESOLUTION: City and Contractor agree to negotiate in good faith for a period of 30 days from the date of notice of all disputes between them prior to exercising their rights under this Agreement or under law. All disputes between City and Contractor not resolved by negotiation between the Parties may be mediated only by mutual agreement of both Parties. If not mutually agreed to resolve the claim by mediation, the claim will be resolved by legal action. The Parties agree that if litigation is necessary to enforce any of the provisions of this Agreement, each party shall pay all of their own attorney fees and costs related to the litigation.

11. TERMINATION FOR CONVENIENCE: City may terminate this Agreement with 30-day notice at any time for convenience. City will pay Contractor for all Services completed up to the date of termination for convenience. A decision by City to terminate for convenience does not waive any legal rights City has to enforce the Agreement.

12. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless City and its officers, councilmembers, commissioners, employees, volunteers, and agents, from any claim, liability, loss, cost, expense, suit, and damages, including attorney's fees and consulting fees relating to (a) a third party claim for intellectual property infringement relating to the Contractor's Services or the Deliverables; (b) Contractor's negligence or willful misconduct; (c) Contractor's material breach of the Agreement; (d) Contractor's non-compliance with applicable law; (e) a third-party Washington Public Records Act claim involving Contractor information; and (f) Contractor's court action to enjoin release of Contractor information under the Washington Public Records Act.

City will promptly notify Contractor of a claim under this Section 13 and will provide reasonable cooperation to Contractor in the defense of the claim. Contractor will have control over defense and settlement of the claim, except that Contractor will

not enter any settlement or related agreement without City's prior written consent, which will not be unreasonably withheld. Notwithstanding the preceding sentence, City may participate in the defense or settlement of any claim with counsel of its own choosing.

Solely for negligence indemnification claims under (b) above, if Contractor is providing architectural, landscape architectural, engineering, or land surveying services as the Services under this Agreement, and Contractor and City are concurrently negligent, then Contractor will be required to indemnify City only to the extent of Contractor's negligence and will have no obligation to indemnify City for City's sole negligence, pursuant to RCW 4.24.115.

If Contractor or Contractor's employee is a licensed architect, professional engineer, land surveyor, or landscape architect and the Services are related to a construction project, Contractor expressly waives its industrial insurance immunity under the Washington Industrial Insurance Act Title 51 RCW. Contractor acknowledges this waiver has been mutually negotiated and the Parties desire to incorporate this waiver pursuant to RCW 4.24.115(1)(b).

City shall indemnify, defend, and hold harmless Contractor and its officers, employees, volunteers, and agents, from any third-party claim, liability, loss, cost, expense, suit, and damages, including attorney's fees and consulting fees relating to (a) City's material breach of the Agreement; (b) City's non-compliance with applicable law.

- 13. INSURANCE:** Contractor shall maintain liability insurance for all claims for damages to the City, persons or property that arise from Contractor's performance during the Term of this Agreement.

Contractor shall maintain the following insurance coverage.

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 arising from the performance of this Agreement.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000
IV. Profession Liability	
Policy shall include coverage for all claims for damages to person or property arising from the performance of this Agreement.	
	\$1,000,000

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

- a. Compliance with other Insurance Policies - Contractor will remain compliant with all other insurance obligations it may have pursuant to its personnel or applicable law.
- b. Coverage Trigger - Contractor's insurance must be on an "occurrence" basis rather than claims made. This type of coverage must be indicated on the Certificate of Insurance.
- c. Additional Insured Requirement - The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as additional insureds where permissible under applicable law. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.
- d. Certificates - The City of Vancouver shall be listed on the Certificate of Insurance as the Certificate Holder. Contractor will provide the Certificate of Insurance to City upon request on an ACORD or comparable form.

All policies shall be issued by an insurance company authorized to do business as an insurance company in the State of Washington.

- 14. RELATIONSHIP OF THE PARTIES.** The relationship of the Parties under this Agreement is that of independent contractors. Contractor is solely responsible for the manner, method, and means of providing the Services. Contractor and its employees are not City employees and will not be entitled to or receive any benefits under this Agreement. Contractor will pay all Contractor personnel and pay all taxes, contributions, and benefits that may be required related to its personnel. Neither Party may bind the other except as expressly stated in this Agreement.
- 15. SUBCONTRACTING:** Contractor may subcontract for Services with City's prior written approval in its sole discretion. Contractor is solely responsible for its subcontractors' compliance with this Agreement and will pass through the terms of this Agreement to all subcontractors.
- 16. COMPLIANCE WITH APPLICABLE LAW:** Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations ("Applicable Laws"). Contractor shall modify the Services as necessary to comply with Applicable Laws.
- 17. E-VERIFY:** Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within 60 days of executing this Agreement. Contractor shall ensure all Contractor employees and any subcontractors assigned to perform Services under this Agreement are eligible to work in the United States. Contractor shall provide compliance verification upon City's request.
- 18. TITLE VI COMPLIANCE:** Depending on the Services Contractor provides, the City may use federal funds to compensate Contractor. If federal funds are used, the City, Contractor, and any approved subcontractor must comply with the provisions of Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) (CRA) and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28 (1988) (CRRA). Contractor must confirm with City whether Title VI is applicable under this Agreement.
- 19. EQUAL EMPLOYMENT OPPORTUNITY:** The City is an equal opportunity employer. Contractor shall not discriminate against any of its employees or applicants for employment on the basis of race, color, creed, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, citizenship or

immigration status, age (40 or older), the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, genetic information, honorably discharged veteran or military status, or any other class protected by federal, state, or local employment discrimination laws.

20. ANTI-KICKBACK. City officers and employees shall not have or acquire an interest in the Agreement or solicit, accept, or give any item of value from a person or entity with an interest in this Agreement.

21. PERMITS, LICENSES, AND CERTIFICATIONS. Contractor is solely responsible for any license, permit or certificate that may be required by any federal, state or local law in connection with the performance of Contractor's obligations under this Agreement, including any business license. Contractor may contact the State of Washington Business License Service (BLS) at: 800-451-7985, www.bls.dor.wa.gov/cities/vancouver.aspx or visit the City's website found at www.cityofvancouver.us/businesslicense for assistance with the determination.

22. COOPERATIVE PURCHASING: The Washington State Interlocal Cooperation Act, chapter 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By executing this Agreement, Contractor agrees that other public agencies may purchase goods and services under this Agreement at their own cost. City will have no liability or obligation related to Contractor related to that separate agency agreement. Therefore, City agrees to allow other public agencies to purchase services under this Agreement so long as City is not held financially or legally liable for any separate agency services received pursuant to the Agreement, and that any public agency purchasing under this Agreement file a copy of it in accordance with RCW 39.34.040.

23. DEBARMENT: Contractor certifies that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal, state or local department or agency.

24. NOTICES: All notices will be hand delivered, certified mail, or sent by electronic mail if agreed by the Parties. Notice will be effective when received if hand delivered, on the delivery date if certified mail, or when an email is sent. Notice must be addressed to the Parties at:

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

For the Contractor:
Victor Jackson
Columbia River Mental Health Services
6926 NE Fourth Plain Blvd
Vancouver WA 98661
Email: VictorF@crmhs.org

Either Party may update its address for notice by giving written notice to the other Party.

25. ASSIGNMENT. Contractor shall not assign this Agreement without the express written consent of City. Any assignment in violation of this subsection is void. All terms of this Agreement are binding on any assignee.

26. ORDER OF PRECEDENCE: If there is a conflict between the terms of any document, the order of precedence is as follows: Amendments to this Agreement; this Agreement; Contractor's responsive proposal to City's solicitation; and City's solicitation. The Parties agree that terms included on any Purchase Order or other document provided by Contractor are not part of this Agreement.

27. SURVIVAL. Sections 15 - 35 will survive any termination of this Agreement.

28. WAIVER. A Party's waiver of any term of this Agreement must be in writing and signed by the Party waiving compliance.

29. THIRD PARTY BENEFICIARIES. There are no third-party beneficiaries under this Agreement.

30. GOVERNING LAW: This Agreement is governed by the laws of the State of Washington without regard to its conflicts of laws provisions. Venue for any action arising under this Agreement will be the state or federal courts for Clark County, Washington. The Parties waive any claim of inconvenient forum.

31. SEVERABILITY. If a court with jurisdiction over the matter determines any clause of this Agreement is unenforceable, it shall revise the clause to reflect the intent of the Parties as closely as possible. If revision is not possible, the Court shall strike the clause and the remainder of the Agreement will remain in full force and effect.

32. AMENDMENTS: Any amendments to this Agreement must be in writing and signed by all Parties to this Agreement.

33. ENTIRE AGREEMENT: This Agreement, together with any amendments, is the entire agreement between the Parties, and supersedes any other agreement or discussion between them, whether written or oral in nature.

34. COUNTERPARTS. This Agreement may be signed in counterparts. Each counterpart will be deemed an original and together the separate parts will form one Agreement.

City and Contractor enter the Agreement as of the Effective Date.

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Columbia River Mental Health
Services

Lon Pluckhahn, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

EXHIBIT "A": Scope of Work

Columbia River Mental Health Services (CRMHS) will provide a Washington State licensed Mobile Opioid Treatment Program (OTP) on-site at a housing facility/shelter being built by the City of Vancouver. Services that CRMHS will offer either from the Mobile OTP or in-connection with the Mobile OTP include: new patient intakes and medical evaluations occurring (5) five days a week, Monday through Friday; 1:1 counseling, groups, peer services, and case management occurring five to six (5-6) days per week; medication dispensing occurring on-site six to seven (6-7) days per week at a standing, agreed upon time, recommended during the hours of 10:00 am to 2:00 pm; basic screenings for diabetes, heart disease, hypertension, hepatitis, HIV, and sexually transmitted infections; and referral coordination for mental health and other community services. Services will be provided via a Mobile OTP unit, purchased by CRMHS with funds provided by the City through this Agreement. Services will be provided by appropriately licensed or credentialed staff. The semi-permanent housing structure built by the City of Vancouver will be utilized by CRMHS staff to provide individual 1:1 counseling, groups, peer services, and case management.

CRMHS will manage all licensing, site inspections, auditing, and reporting requirements for a Mobile OTP, which will include communication and approval from the federal Substance Abuse and Mental Health Services Administration (SAMHSA), the federal Drug Enforcement (DEA), Washington State Department of Health Board of Pharmacy, and Washington State Department of Health for behavioral health services. CRMHS will support clients to connect to insurance providers and will appropriately bill for Mobile OTP services including Medicaid Management Care Organizations (MCOs).

Physical space needs for a Mobile OTP:

- Covered parking for unit when at site which would reduce need for staff to set-up canopies when raining.
- 60 amp plug-in for mobile unit at parking site for power to operate the Mobile OTP and reduce noise pollution that would be caused by a generator.
- Two (2) rooms within shelter/facility for CRMHS staff to utilize for 1:1 counseling, groups, case management, and peer support services.
- Bathroom access for staff and clients. Federal regulations require at least 8 UAs per year for each client enrolled in an OTP.

CRMHS steps prior to operation:

- Licensing: CRMHS will coordinate licensing and approval to operate the Mobile OTP from SAMHSA, DEA, DOH Board of Pharmacy, DOH Behavioral Health
- Purchase of Mobile Unit: CRMHS anticipates that the purchase and set-up for the Mobile OTP will take approximately 9 months. The unit must meet strict federal security and safety requirements prior to approval from licensing agencies.
- Hiring of Staff: CRMHS will recruit and onboard staff to ensure a timely and smooth start to OTP services.
- Secure parking after hours at CRMHS location: Federal regulations require that all Mobile OTP units be parked in a secure location at the Main licensing site.
- Security: State and federal regulations require that the Mobile OTP have security to reduce the risk of diversion and/or theft. CRMHS will utilize appropriately trained security staff as part of the Mobile OTP team.
- Equipment & Medications Purchased: CRMHS will purchase all equipment needed for a Mobile OTP, which will include pumps to dispense medication, UA cups, medication, office supplies (laptops, cell phones, jet packs), OTP specific software, etc.

Deliverables:

To license and operate the first Mobile OTP in Southwest Washington and City of Vancouver. This approach will offer a low-barrier, low-threshold access to life-saving medication Assisted Treatment (MAT) services to residents of the City of Vancouver. CRMHS has a “no wrong door” policy which allows staff to offer immediate treatment regardless of an individual’s ability to pay, race, ethnicity, gender, socioeconomic status, sexual orientation, or geographical location or if they are currently sober, which is culturally competent in that it adapts to meet the needs of the clients.

CRMHS will provide treatment to as many as 50 individuals at any given moment, with an estimated reach of 150 unique individuals within a 12-month period.

Services provided will be evidenced based practices and appropriate for unhoused individuals. In addition to MAT services, the Mobile OTP will incorporate Cognitive Behavior Therapy (CBT), Motivational Interviewing, Living Balance, and Seeking Safety programs. Client success is evaluated by tracking each person’s progress in three main areas, but in no particular order: 1) substance use/sobriety, 2) employment/income and housing stability, 3) mental health and social functioning. Staff are trained in client-driven, strengths-based, goal-oriented individualized care and treatment. Comprehensive assessment of each participant are completed using validated tools

to understand each person's strengths, needs, and challenges. Case Managers collaborate with each patient to assist in seeking stable housing, income assistance, employment services, and family social support. Peer Support Specialists work directly with patients to identify individual goals and assist them in attaining recovery support services, such as vocational, educational, and transportation services designed to improve access and retention to services.

All clients will receive education on ways to prevent and reduce the risk of overdose and will be offered the opioid reversal medication Narcan. The NorthStar Registered Nurse (RN) or Licensed Practical Nurse (LPN) is responsible for distributing opioid reversal medication and delivering overdose prevention education to all clients. All clients that receive an assessment are also offered Narcan and clients can receive additional Narcan if needed by asking a nurse at the dispensing window.

Initial screenings consist of Hepatitis C, HIV, diabetes, heart disease, hypertension, sexually transmitted infections, smoking cessation needs, and a urine analysis for opioids, other narcotics, and pregnancy. If a person is found to be pregnant, additional health and prenatal resources and counseling are all offered immediately. CRMHS supports the patient, if identified in the screening, in coordinating care to treat any areas of concern. Through intake screening questions patients are identified as needing a smoking cessation kit. Both counseling on smoking cessation and the kits themselves are provided by the medical staff overseeing the initial client intake screenings.

**EXHIBIT “B”:
Fee Schedule**

Cost to the City of Vancouver will be front loaded due to the cost of acquiring a mobile medication dispensing unit in year zero. CRMHS will bill Washington State Medicaid providers for much of the services provided, but the cost of staffing, medication, equipment, supplies, and administrative support will likely exceed revenue.

	2025 Budget		2026 Budget		2027 Budget	
	City of Vancouver Funding	Anticipated Revenue	City of Vancouver Funding	Anticipated Revenue	City of Vancouver Funding	Anticipated Revenue
Personnel Budget						
Salaries	\$ 611,432.46	\$ -	\$ 642,004.08	\$ -	\$ 674,104.28	\$ -
Benefits	\$ 169,158.21	\$ -	\$ 177,616.12	\$ -	\$ 186,496.92	\$ -
Operating Costs						
Supplies/Materials	\$ 15,440.00	\$ -	\$ 15,594.40	\$ -	\$ 15,750.34	\$ -
Postage/Mailing	\$ 600.00	\$ -	\$ -	\$ 606.00	\$ -	\$ 612.06
Copying/Printing	\$ 900.00	\$ -	\$ -	\$ 909.00	\$ -	\$ 918.09
Travel	\$ 31,413.00	\$ -	\$ 31,727.13	\$ -	\$ 32,044.40	\$ -
Insurance	\$ 6,000.00	\$ -	\$ -	\$ 6,060.00	\$ -	\$ 6,120.60
Contracted Services	\$ 63,921.00	\$ -	\$ 31,544.25	\$ 33,015.96	\$ 32,477.70	\$32,728.11
Equip & software	\$ 17,328.00	\$ -	\$ 17,501.28	\$ -	\$ 17,676.29	\$ -
Other Costs						
Training/Workshops	\$ 21,000.00	\$ -	\$ -	\$ 21,210.00	\$ -	\$21,422.10
Space/Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Start-up costs	\$ 571,600.00	\$ -	\$ -	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 1,508,792.66	\$ -	\$ 915,987.26	\$ 61,800.96	\$ 958,549.95	\$61,800.96
10% Indirects	\$ 150,879.27	\$ -	\$ 91,598.73	\$ -	\$ 95,854.99	\$ -
OVERALL PROJECT COST	\$ 1,659,671.93	\$ -	\$ 1,007,585.98	\$ 61,800.96	\$ 1,054,404.94	\$61,800.96



**CITY OF VANCOUVER
SERVICES AGREEMENT**

No. C-101839

Mobile Opioid Treatment Program

This Services Agreement (the "Agreement"), effective on the date last signed below (the "Effective Date") is entered by the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington (the "City") and Columbia River Mental Health Services a nonprofit corporation organized under the laws of the State of Washington (the "Contractor"). The City and Contractor are collectively referred to as the "Parties" or individually as a "Party".

RECITALS

- A. The City desires to engage the Contractor to perform Services as described in this Agreement; and

AGREEMENT

In consideration of the terms and conditions in this Agreement, the Parties agree as follows:

- 1. SCOPE OF SERVICES:** The Contractor agrees to provide the City with all services and materials provided in the Scope of Services, attached as Exhibit "A", and in the City's Solicitation, if any, and the Contractor's responsive proposal to the City's Solicitation, if any (the "Services"). Contractor shall obtain City Project Manager's written approval prior to starting the Services.
- 2. COMPENSATION:** Payment to the Contractor for the Services described in this Agreement shall not exceed \$ 1,659,671.93 USD for year 1.

This payment shall be the maximum compensation for all Services including labor, materials, supplies, equipment, and incidentals necessary to complete the Services. And it shall not be exceeded without the City's prior written authorization in the form of a negotiated and executed amendment. Contractor agrees this compensation is adequate and sufficient for the timely provision of all Services under this Agreement.

- 3. PAYMENT FOR CONTRACTOR SERVICES:** The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, from the previous month. Invoices must be submitted to the Project Manager, Jamie Spinelli, by email to jamie.spinelli@cityofvancouver.us and accpay@cityofvancouver.us or by mail to City of Vancouver, PM Name, PO Box 1995, Vancouver, WA 98668.

City shall pay Contractor within 30 days of receipt of Contractor's invoice. The City will pay Contractor pursuant to Exhibit "B." The City may correct any invoice overpaid in error.

During the life of this Agreement, and in consideration of the City's business needs, the Contractor may make requests for compensation adjustments. In consideration of market conditions, the City may allow an annual adjustment to compensation paid supported by the Consumer Price Index for the Seattle-Tacoma-Bellevue area for the previous four quarters. Contractor shall submit the request for consideration, together with supporting documentation, before the anniversary date of this Agreement. The City will review the request and, at its sole discretion, make a decision. If accepted, the adjustment shall become effective on the anniversary date of the Agreement and will be firm for the remainder of the contracted period. All adjustments will be authorized by written contract amendment.

The Parties agree that any amount paid in error by City does not alter the fee schedule. City's contract/purchase order (PO) number on the notice to proceed must be referenced on any invoice submitted for payment.

- 4. TERM OF AGREEMENT:** The term of this Agreement begins on the ~~Effective Date February 1, 2025~~ and continues until January 31~~0~~, 2026. The Parties may agree in writing to renew the Agreement up to 4 additional years. The term and any renewal term are collectively the "Term."

5. CITY DATA; DATA SECURITY

5.1 City Data. Contractor may obtain and process City Data in connection with the Services. "City Data" means the data City provides to Contractor in connection with the receipt of the Services and any data generated by Contractor in connection with providing the Services to City. City owns all City Data. City licenses City Data to Contractor solely for the purposes of providing the Services to City or improving the Services for City. Contractor shall not use City Data for any other purpose, including as artificial intelligence training data. Contractor acknowledges that compliance with Applicable Laws under Section 31 of the Agreement includes compliance with all applicable federal, state, and local data protection laws in its provision of the Services.

5.2 Data Security. If Contractor maintains City Data on Contractor systems it will comply with the following data security requirements.

5.2.1 Security Practices. Contractor shall develop, implement, and maintain appropriate administrative, physical, and technical safeguards that are designed to ensure the confidentiality, integrity and availability of City Data. Contractor will enact safeguards that are compliant with industry best practices for the specific City Data obtained by Contractor in connection with the Services.

5.2.2 Location of City Data. Contractor shall maintain City Data solely in data centers located in the United States.

5.2.3 Security Breaches. A “Security Breach” is any suspected or actual unauthorized access to or use of City Data in Contractor’s possession.

- a. Notice. Contractor will notify City within 24 hours of any Security Breach. Notice will include details regarding the Security Breach including impacted parties, specific data, and mitigation. Contractor will call 360.487.8888 (if after hours, follow prompt to connect to on-call personnel); email City with a read receipt to help.desk@cityofvancouver.us; and email to the City personnel contact for the Agreement.
- b. Coordination. Immediately after Contractor provides notification of a Security Breach the Parties will begin working together to contain, mitigate, investigate, respond to and remediate the Security Breach. Contractor will cooperate with all City requests in relation to the Security Breach in compliance with Applicable Law.
- c. Root Cause Analysis. As soon as possible following the Security Breach, Contractor will complete a root cause analysis and will provide a plan to City for remediation and prevention.
- d. Third-Party Notice. Contractor will work together with City to ensure compliance with RCW 19.255.010 if necessary and will make no statement or send notice to any third party regarding the Security Breach without City’s prior written consent.
- e. Costs. In addition to its indemnification obligations, Contractor will reimburse City for all costs City incurs associated with any Security Breach, including forensic investigation, costs of providing notice to impacted parties, call centers and credit monitoring as applicable. Contractor will pay or reimburse City for all regulatory fines and other legal costs the City incurs associated with the Security Breach.

6. DELIVERABLES - INTELLECTUAL PROPERTY Contractor may create documents or other work product in connection with providing the Services (“Deliverables”). ~~Contractor assigns and will assign to City all right, title, and interest in and to any Deliverables it creates in connection with providing the Services.~~ Contractor may retain a copy of any Deliverable for its internal business purposes. Contractor’s know-how, methodologies and processes are Contractor intellectual property. Contractor grants City a perpetual, irrevocable, royalty-free, worldwide license to use all Contractor intellectual property in connection with the Deliverables for any City purpose.

7. AUDIT RIGHTS: Contractor shall maintain records of all matters related to this Agreement in accordance with generally accepted accounting principles. Contractor shall provide the records to City or any other governmental agency with jurisdiction for audit, at such reasonable times and places as City designates.

8. PUBLIC DISCLOSURE COMPLIANCE: Records relating to Agreement are subject to the following:

8.1 Confidential Information. Any record of City business, including this Agreement, related records, and City Data, is a public record under the Washington Public Records Act, codified at chapter 42.56 RCW ("PRA"). City may be required to disclose this Agreement or related records, including records in Contractor's possession, pursuant to a public disclosure request. City will provide third-party notice to Contractor before disclosing records. Public records may be subject to exemptions from disclosure under the PRA. City agrees to withhold its release of the requested records in dispute for a reasonable amount of time (approximately 10 days) to allow Contractor an opportunity to seek judicial protection pursuant to RCW 42.56.540-as adopted or amended.

8.2 Public Disclosure Compliance. City will comply with the PRA in its receipt of and response to any public disclosure request for responsive records related to this Agreement, subject to applicable exemptions. Under RCW 42.56.060, City will have no liability to Contractor for disclosure of Contractor information acting in good faith pursuant to its obligations under the PRA.

8.3 Subpoenas. If either Party receives a subpoena requiring the disclosure of the other Party's information, that Party will notify the other party and provide a reasonable time for the affected party to obtain a protective order prior to disclosing information. If a Party is prohibited by a court with jurisdiction over the matter from disclosing the subpoena, that Party will provide only the specific information required to be released under the subpoena on the advice of counsel.

8.4 City Data Confidentiality. Notwithstanding Section 8.1-3, Contractor will maintain the confidentiality of all City Data in its possession in conformance with Section 8.

9. STANDARD OF CARE: Contractor shall exercise the degree of skill and diligence normally employed by consultants in the same industry, performing the same or similar services. Contractor will re-perform any Services that breach this provision at no cost to City.

10. DISPUTE RESOLUTION: City and Contractor agree to negotiate in good faith for a period of 30 days from the date of notice of all disputes between them prior to exercising their rights under this Agreement or under law. All disputes between City and Contractor not resolved by negotiation between the Parties may be mediated only by mutual agreement of both Parties. If not mutually agreed to resolve the claim by mediation, the claim will be resolved by legal action. The Parties agree that if litigation is necessary to enforce any of the provisions of this Agreement, each party shall pay all of their own attorney fees and costs related to the litigation.

11. TERMINATION FOR CONVENIENCE: City may terminate this Agreement [with 30-day notice](#) at any time for convenience. City will pay Contractor for all Services completed up to the date of termination for convenience. A decision by City to terminate for convenience does not waive any legal rights City has to enforce the Agreement.

12. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless City and its officers, councilmembers, commissioners, employees, volunteers, and agents, from any

claim, liability, loss, cost, expense, suit, and damages, including attorney's fees and consulting fees relating to (a) a third party claim for intellectual property infringement relating to the Contractor's Services or the Deliverables; (b) Contractor's negligence or willful misconduct; (c) Contractor's material breach of the Agreement; (d) Contractor's non-compliance with applicable law; (e) a third-party Washington Public Records Act claim involving Contractor information; and (f) Contractor's court action to enjoin release of Contractor information under the Washington Public Records Act.

City will promptly notify Contractor of a claim under this Section 13 and will provide reasonable cooperation to Contractor in the defense of the claim. Contractor will have control over defense and settlement of the claim, except that Contractor will not enter any settlement or related agreement without City's prior written consent, which will not be unreasonably withheld. Notwithstanding the preceding sentence, City may participate in the defense or settlement of any claim with counsel of its own choosing.

Solely for negligence indemnification claims under (b) above, if Contractor is providing architectural, landscape architectural, engineering, or land surveying services as the Services under this Agreement, and Contractor and City are concurrently negligent, then Contractor will be required to indemnify City only to the extent of Contractor's negligence and will have no obligation to indemnify City for City's sole negligence, pursuant to RCW 4.24.115.

If Contractor or Contractor's employee is a licensed architect, professional engineer, land surveyor, or landscape architect and the Services are related to a construction project, Contractor expressly waives its industrial insurance immunity under the Washington Industrial Insurance Act Title 51 RCW. Contractor acknowledges this waiver has been mutually negotiated and the Parties desire to incorporate this waiver pursuant to RCW 4.24.115(1)(b).

City shall indemnify, defend, and hold harmless Contractor and its officers, employees, volunteers, and agents, from any third-party claim, liability, loss, cost, expense, suit, and damages, including attorney's fees and consulting fees relating to (a) City's material breach of the Agreement; (b) City's non-compliance with applicable law.

13. INSURANCE: Contractor shall maintain liability insurance for all claims for damages to the City, persons or property that arise from Contractor's performance during the Term of this Agreement.

Contractor shall maintain the following insurance coverage.

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 arising from the performance of this Agreement.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000
IV. Profession Liability	
Policy shall include coverage for all claims for damages to person or property arising from the performance of this Agreement.	
	\$1,000,000

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

- a. Compliance with other Insurance Policies - Contractor will remain compliant with all other insurance obligations it may have pursuant to its personnel or applicable law.
- b. Coverage Trigger - Contractor's insurance must be on an "occurrence" basis rather than claims made. This type of coverage must be indicated on the Certificate of Insurance.
- c. Additional Insured Requirement - The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as additional insureds where permissible under applicable law. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.
- d. Certificates - The City of Vancouver shall be listed on the Certificate of Insurance as the Certificate Holder. Contractor will provide the Certificate of Insurance to City upon request on an ACORD or comparable form.

All policies shall be issued by an insurance company authorized to do business as an insurance company in the State of Washington.

14. RELATIONSHIP OF THE PARTIES. The relationship of the Parties under this Agreement is that of independent contractors. Contractor is solely responsible for the manner, method, and means of providing the Services. Contractor and its employees are not City employees and will not be entitled to or receive any benefits under this Agreement. Contractor will pay all Contractor personnel and pay all taxes, contributions, and benefits that may be required related to its personnel. Neither Party may bind the other except as expressly stated in this Agreement.

15. SUBCONTRACTING: Contractor may subcontract for Services with City's prior written approval in its sole discretion. Contractor is solely responsible for its subcontractors' compliance with this Agreement and will pass through the terms of this Agreement to all subcontractors.

16. COMPLIANCE WITH APPLICABLE LAW: Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations ("Applicable Laws"). Contractor shall modify the Services as necessary to comply with Applicable Laws.

17. E-VERIFY: Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within 60 days of executing this Agreement. Contractor shall ensure all Contractor employees and any subcontractors assigned to perform Services under this Agreement are eligible to work in the United States. Contractor shall provide compliance verification upon City's request.

18. TITLE VI COMPLIANCE: Depending on the Services Contractor provides, the City may use federal funds to compensate Contractor. If federal funds are used, the City, Contractor, and any approved subcontractor must comply with the provisions of Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) (CRA) and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28 (1988) (CRRRA). Contractor must confirm with City whether Title VI is applicable under this Agreement.

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24. NOTICES: All notices will be hand delivered, certified mail, or sent by electronic mail if agreed by the Parties. Notice will be effective when received if hand delivered, on the delivery date if certified mail, or when an email is sent. Notice must be addressed to the Parties at:

For the City:

Anna Vogel Kevin Fischer, MDE

City of Vancouver

415 W 6th Street

P O Box 1995

Vancouver WA 98668-1995

Email: anna.vogel@cityofvancouver.us

For the Contractor:

Victor Jackson

Columbia River Mental Health Services

6926 NE Fourth Plain Blvd

Vancouver WA 98661

Email: KevinF@crmhs.org; VictorF@crmhs.org

Either Party may update its address for notice by giving written notice to the other Party.

25. ASSIGNMENT. Contractor shall not assign this Agreement without the express written consent of City. Any assignment in violation of this subsection is void. All terms of this Agreement are binding on any assignee.

26. ORDER OF PRECEDENCE: If there is a conflict between the terms of any document, the order of precedence is as follows: Amendments to this Agreement; this Agreement; Contractor's responsive proposal to City's solicitation; and City's solicitation. The Parties agree that terms included on any Purchase Order or other document provided by Contractor are not part of this Agreement.

27. SURVIVAL. Sections 15 - 35 will survive any termination of this Agreement.

28. WAIVER. A Party's waiver of any term of this Agreement must be in writing and signed by the Party waiving compliance.

29. THIRD PARTY BENEFICIARIES. There are no third-party beneficiaries under this Agreement.

30. GOVERNING LAW: This Agreement is governed by the laws of the State of Washington without regard to its conflicts of laws provisions. Venue for any action arising under this Agreement will be the state or federal courts for Clark County, Washington. The Parties waive any claim of inconvenient forum.

31. SEVERABILITY. If a court with jurisdiction over the matter determines any clause of this Agreement is unenforceable, it shall revise the clause to reflect the intent of the Parties as closely as possible. If revision is not possible, the Court shall strike the clause and the remainder of the Agreement will remain in full force and effect.

32. AMENDMENTS: Any amendments to this Agreement must be in writing and signed by all Parties to this Agreement.

33. ENTIRE AGREEMENT: This Agreement, together with any amendments, is the entire agreement between the Parties, and supersedes any other agreement or discussion between them, whether written or oral in nature.

34. COUNTERPARTS. This Agreement may be signed in counterparts. Each counterpart will be deemed an original and together the separate parts will form one Agreement.

City and Contractor enter the Agreement as of the Effective Date.

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Columbia River Mental Health
Services

Lon Pluckhahn, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

| _____
~~Jonathan Young~~ Nena Cook, Interim City
Attorney

EXHIBIT "A":
Scope of Work

Columbia River Mental Health Services (CRMHS) will provide a Washington State licensed Mobile Opioid Treatment Program (OTP) on-site at a housing facility/shelter being built by the City of Vancouver. Services that CRMHS will offer either from the Mobile OTP or in-connection with the Mobile OTP include: new patient intakes and medical evaluations occurring (5) five days a week, Monday through Friday; 1:1 counseling, groups, peer services, and case management occurring five to six (5-6) days per week; medication dispensing occurring on-site six to seven (6-7) days per week at a standing, agreed upon time, recommended during the hours of 10:00 am to 2:00 pm; basic screenings for diabetes, heart disease, hypertension, hepatitis, HIV, and sexually transmitted infections; and referral coordination for mental health and other community services. Services will be provided via a Mobile OTP unit, purchased by CRMHS with funds provided by the City through this Agreement. Services will be provided by appropriately licensed or credentialed staff. The semi-permanent housing structure built by the City of Vancouver will be utilized by CRMHS staff to provide individual 1:1 counseling, groups, peer services, and case management.

CRMHS will manage all licensing, site inspections, auditing, and reporting requirements for a Mobile OTP, which will include communication and approval from the federal Substance Abuse and Mental Health Services Administration (SAMHSA), the federal Drug Enforcement (DEA), Washington State Department of Health Board of Pharmacy, and Washington State Department of Health for behavioral health services. CRMHS will support clients to connect to insurance providers and will appropriately bill for Mobile OTP services including Medicaid Management Care Organizations (MCOs).

Physical space needs for a Mobile OTP:

- Covered parking for unit when at site which would reduce need for staff to set-up canopies when raining.
- 60 amp plug-in for mobile unit at parking site for power to operate the Mobile OTP and reduce noise pollution that would be caused by a generator.
- Two (2) rooms within shelter/facility for CRMHS staff to utilize for 1:1 counseling, groups, case management, and peer support services.
- Bathroom access for staff and clients. Federal regulations require at least 8 UAs per year for each client enrolled in an OTP.

CRMHS steps prior to operation:

- Licensing: CRMHS will coordinate licensing and approval to operate the Mobile OTP from SAMHSA, DEA, DOH Board of Pharmacy, DOH Behavioral Health
- Purchase of Mobile Unit: CRMHS anticipates that the purchase and set-up for the Mobile OTP will take approximately 9 months. The unit must meet strict federal security and safety requirements prior to approval from licensing agencies.
- Hiring of Staff: CRMHS will recruit and onboard staff to ensure a timely and smooth start to OTP services.
- Secure parking after hours at CRMHS location: Federal regulations require that all Mobile OTP units be parked in a secure location at the Main licensing site.
- Security: State and federal regulations require that the Mobile OTP have security to reduce the risk of diversion and/or theft. CRMHS will utilize appropriately trained security staff as apart of the Mobile OTP team.
- Equipment & Medications Purchased: CRMHS will purchase all equipment needed for a Mobile OTP, which will include pumps to dispense medication, UA cups, medication, office supplies (laptops, cell phones, jet packs), OTP specific software, etc.

Deliverables:

To license and operate the first Mobile OTP in Southwest Washington and City of Vancouver. This approach will offer a low-barrier, low-threshold access to life-saving medication Assisted Treatment (MAT) services to residents of the City of Vancouver. CRMHS has a “no wrong door” policy which allows staff to offer immediate treatment regardless of an individual’s ability to pay, race, ethnicity, gender, socioeconomic status, sexual orientation, or geographical location or if they are currently sober, which is culturally competent in that it adapts to meet the needs of the clients.

CRMHS will provide treatment to as many as 50 individuals at any given moment, with an estimated reach of 150 unique individuals within a 12-month period.

Services provided will be evidenced based practices and appropriate for unhoused individuals. In addition to MAT services, the Mobile OTP will incorporate Cognitive Behavior Therapy (CBT), Motivational Interviewing, Living Balance, and Seeking Safety programs. Client success is evaluated by tracking each person’s progress in three main areas, but in no particular order: 1: substance use/sobriety, 2) employment/income and housing stability, 3) mental health and social functioning. Staff are trained in client-driven, strengths-based, goal-oriented individualized care and treatment. Comprehensive assessment of each participant are completed using validated tools

to understand each person's strengths, needs, and challenges. Case Managers collaborate with each patient to assist in seeking stable housing, income assistance, employment services, and family social support. Peer Support Specialists work directly with patients to identify individual goals and assist them in attaining recovery support services, such as vocational, educational, and transportation services designed to improve access and retention to services.

All clients will receive education on ways to prevent and reduce the risk of overdose and will be offered the opioid reversal medication Narcan. The NorthStar Registered Nurse (RN) or Licensed Practical Nurse (LPN) is responsible for distributing opioid reversal medication and delivering overdose prevention education to all clients. All clients that receive an assessment are also offered Narcan and clients can receive additional Narcan if needed by asking a nurse at the dispensing window.

Initial screenings consist of Hepatitis C, HIV, diabetes, heart disease, hypertension, sexually transmitted infections, smoking cessation needs, and a urine analysis for opioids, other narcotics, and pregnancy. If a person is found to be pregnant, additional health and prenatal resources and counseling are all offered immediately. CRMHS supports the patient, if identified in the screening, in coordinating care to treat any areas of concern. Through intake screening questions patients are identified as needing a smoking cessation kit. Both counseling on smoking cessation and the kits themselves are provided by the medical staff overseeing the initial client intake screenings.

EXHIBIT "B":
Fee Schedule

Cost to the City of Vancouver will be front loaded due to the cost of acquiring a mobile medication dispensing unit in year zero. CRMHS will bill Washington State Medicaid providers for much of the services provided, but the cost of staffing, medication, equipment, supplies, and administrative support will likely exceed revenue.

	2025 Budget		2026 Budget		2027 Budget	
	City of Vancouver Funding	Anticipated Revenue	City of Vancouver Funding	Anticipated Revenue	City of Vancouver Funding	Anticipated Revenue
Personnel Budget						
Salaries	\$ 611,432.46	\$ -	\$ 642,004.08	\$ -	\$ 674,104.28	\$ -
Benefits	\$ 169,158.21	\$ -	\$ 177,616.12	\$ -	\$ 186,496.92	\$ -
Operating Costs						
Supplies/Materials	\$ 15,440.00	\$ -	\$ 15,594.40	\$ -	\$ 15,750.34	\$ -
Postage/Mailing	\$ 600.00	\$ -	\$ -	\$ 606.00	\$ -	\$ 612.06
Copying/Printing	\$ 900.00	\$ -	\$ -	\$ 909.00	\$ -	\$ 918.09
Travel	\$ 31,413.00	\$ -	\$ 31,727.13	\$ -	\$ 32,044.40	\$ -
Insurance	\$ 6,000.00	\$ -	\$ -	\$ 6,060.00	\$ -	\$ 6,120.60
Contracted Services	\$ 63,921.00	\$ -	\$ 31,544.25	\$ 33,015.96	\$ 32,477.70	\$32,728.11
Equip & software	\$ 17,328.00	\$ -	\$ 17,501.28	\$ -	\$ 17,676.29	\$ -
Other Costs						
Training/Workshops	\$ 21,000.00	\$ -	\$ -	\$ 21,210.00	\$ -	\$21,422.10
Space/Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Start-up costs	\$ 571,600.00	\$ -	\$ -	\$ -	\$ -	\$ -
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$1,508,792.66	\$ -	\$ 915,987.26	\$ 61,800.96	\$ 958,549.95	\$61,800.96
10% Indirects	\$ 150,879.27	\$ -	\$ 91,598.73	\$ -	\$ 95,854.99	\$ -
OVERALL PROJECT COST	\$1,659,671.93	\$ -	\$ 1,007,585.98	\$ 61,800.96	\$ 1,054,404.94	\$61,800.96

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Staff Report: 035-25

To: Mayor and City Council
From: City Manager
Date: February 24, 2025

Subject

Professional Services Agreement - Columbia River Mental Health Mobile Health Program Expansion - C-101838

Key Points

- In response to the primary challenges, needs and priorities identified in Fourth Plain for All (FPFA) community engagement, Council approved piloting a behavioral health response team as part of FPFA's Investment Strategy in 2023.
- Columbia River Mental Health (CRMH) launched the Community Response Team (CRT), utilizing their own funding, in October 2023 to provide rapid behavioral health support and further assess behavioral health needs in the Fourth Plain corridor; in November 2023, Council adopted the future expansion of CRT beyond the Fourth Plain corridor as one of the strategies for addressing the homelessness emergency.
- The CRT pilot revealed critical gaps, including the need for more comprehensive mobile health services, improved continuity of care, enhanced opioid treatment access, provider and other community and stakeholder training, and culturally specific community education.
- Because CRMH's existing Mobile Health program lacks capacity to be responsive to the Fourth Plain Corridor and meet Vancouver's growing needs, staff recommends expanding this program to provide responsive comprehensive care in the Fourth Plain Corridor, ensure service continuity as individuals transition to shelter settings, and address other gaps identified by CRT and the Fourth Plain community.

Strategic Plan Alignment

Housing and Human Needs – meeting basic needs and partnering with organizations to support the community

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

High Performing Government – a government that is reliable, fiscally responsible, equitable, and open to compromise

Present Situation**Background:**

In early 2023, the City of Vancouver initiated public engagement efforts as part of the Fourth Plain for All (FPFA) initiative to gather input on challenges, needs, and desires from the community to inform an investment strategy for addressing public health and economic impacts caused or made worse by the COVID-19 pandemic. The feedback identified mental health as the leading challenge (52%), followed by physical health challenges (30%). Notably, 70% of survey respondents highlighted the need for a rapid-response behavioral health program as the most important investment to support Community Building & Public Health, the investment priority category ranked #2 by the Fourth Plain community and the FPFA Investment Strategy Committee, with Housing being the #1 investment

priority category.

To address these needs, Council approved piloting a behavioral health response team within the FPFA Investment Strategy. Columbia River Mental Health (CRMH) launched the Community Response Team (CRT) in October 2023 using its own pre-existing funding, providing rapid behavioral health support in the Fourth Plain Corridor and assessing additional community needs.

In November 2023, the Council declared a homelessness emergency and approved strategies for addressing it that included eventually expanding CRT beyond the Fourth Plain Corridor. Results of surveys completed by several businesses and organizations in the Fourth Plain Corridor near the end of the CRT's pilot operations, which concluded in October 2024, showed that CRT:

- Was effective in responding to urgent needs and situations in the community.
- Enhanced community safety.
- Decreased the reliance on emergency services for community members with behavioral health needs.

While the community appreciated having a dedicated team available for rapid response to behavioral health challenges in the corridor, the need for such a response was not reduced. However, CRT was able to identify critical gaps that, if addressed, would likely produce more long-term sustainable results. These identified gaps include the need for:

- More comprehensive/wraparound mobile health services amongst the homeless community (wound care and other minor medical, prescribing, mental and behavioral health, case management and peer support).
- Improved/greater continuity of care for individuals transitioning from unsheltered to City Safe Stays or other sheltered settings.
- Increased community awareness of and access to Medication Assisted Treatment/Medication for Opioid Use Disorder services (MAT or MOUD) to support reducing the impacts of behavioral health challenges.
- Increased access to trainings related to mental/behavioral health, both clinical and practical, for other service providers (outreach teams, Safe Stay/Park staff, etc.) and other corridor/neighborhood stakeholders.
- Increased culturally specific community-building, coordination, and education around mental/behavioral health to establish pathways and/or support access to healthcare, housing and other community and natural supports for underserved and under-resourced communities.

Update:

CRMH's CRT pilot demonstrated that most behavioral health response calls ultimately required referrals to CRMH's existing Mobile Health program, which is better equipped to deliver comprehensive healthcare services. However, the current capacity of CRMH's Mobile Health team is insufficient to meet the rapid response needs within the Fourth Plain Corridor and the growing demand in Vancouver in general. The program's existing funder requirements to serve county-wide, with an emphasis on rural areas, further limit its availability in Vancouver.

The Fourth Plain Corridor remains a high-need area, with persistent challenges related to unsheltered homelessness, addiction, and mental health issues. Expanding CRMH's Mobile Health program would directly address these challenges by:

- Providing responsive, comprehensive healthcare services to individuals living unsheltered in

the corridor.

- Supporting continuity of care for individuals transitioning to shelter settings such as Safe Stays or the planned bridge shelter.
- Delivering targeted training and resources to service providers and corridor stakeholders to improve behavioral health responses.
- Strengthening culturally specific community supports and education to improve access to care for historically underserved communities.

In addition to more directly meeting the needs of the unhoused and broader Fourth Plain community, the proposed expansion of the Mobile Health program aligns directly with the priorities and guiding principles of the Fourth Plain for All initiative by leveraging and enhancing existing resources, such as CRMH's current Mobile Health team, to their full potential. The expansion will reduce barriers to access by bringing culturally specific and comprehensive health services and training/educational opportunities directly to the community, addressing issues like transportation challenges, cost, and eligibility criteria. Much like the evaluation of the CRT pilot has prompted this recommendation, ongoing program evaluation will ensure that services remain responsive to the Fourth Plain community's diverse needs and intended outcomes.

The Council-approved FPFA Investment Strategy allocated \$2.25 million in ARPA funds for Community Building and Public Health, with \$1.25 million designated to address behavioral health needs in the Fourth Plain Corridor. Since ARPA funds are one-time in nature, it is crucial to prioritize strategies that can provide meaningful impact and long-term community benefit, even if sustainable funding is not secured once this funding runs out. By shifting from a basic on-call response model to a more holistic mobile healthcare approach that will still also be responsive to calls, the program will not only connect individuals to ongoing care but will also provide follow-up services as they transition into shelter settings, such as Safe Stays or the future bridge shelter, as needed. This will help reduce ongoing demand for these services, particularly as more shelter capacity is added to the community. Additionally, the trainings provided to outreach teams, businesses, City staff, shelter providers, and other stakeholders will better equip the community to address behavioral health challenges beyond 2026, ensuring lasting improvements in care delivery. While the expansion relies on short-term funding, this approach will help produce sustainable outcomes and long-term community benefits, even if no other funding source is identified to continue the program after ARPA funds are exhausted. Staff recommends expanding CRMH's Mobile Health program to address the identified gaps listed above, support long-term outcomes, and align with the Council-approved homelessness emergency strategies while advancing FPFA community priorities.

Advantage(s)

1. Expansion of the Mobile Health program ensures timely, comprehensive healthcare services (medical, behavioral, and mental health) for individuals in the Fourth Plain Corridor, where unmet needs persist.
2. Supports seamless transitions for individuals moving from encampments to Safe Stay Communities, the future bridge shelter, or other shelters, reducing the likelihood of returning to unsheltered homelessness.
3. Responds directly to the FPFA initiative and public feedback, leveraging existing resources while addressing culturally specific needs and reducing barriers to access.
4. Provides specialized training and psychoeducation for outreach workers, shelter staff, and other stakeholders, fostering stronger collaborative responses to behavioral health crises.
5. Helps alleviate strain on emergency services by addressing healthcare and behavioral health needs directly in the community.

Challenge(s)

1. Long-term sustainability of the expanded services will require ongoing funding from other sources beyond this initial investment. These funds are one-time funds, and the contract will expire when the funds are exhausted, approximately two years.
2. Increased focus on the Fourth Plain Corridor may limit available resources for other high-need areas in Vancouver if additional funding is not secured.

Budget Impact

Execution of the contract will have no budgetary impact as it is being funded with previously allocated ARPA funding. \$1,250,000 in ARPA funding was previously allocated for this purpose, and this proposed agreement is for an amount not to exceed \$1,199,291.43.

Prior Council Review

- [November 3, 2023 – Council meeting: Fourth Plain for All Investment Strategy](#)
- [November 6, 2023 – Council meeting: Homelessness Emergency Declaration](#)
- [2024 – Monthly Situation Reports](#)
- [December 9, 2024 – Council Workshop: Homelessness Emergency Response Update](#)

Action Requested

On Monday, February 24, 2025, authorize the City Manager, or designee, to execute Professional Service Agreement with Columbia River Mental Health in the amount of \$1,199,291.43 for expansion of Mobile Health program

Staff Contact

Jamie Spinelli, Homeless Response Manager, jamie.spinelli@cityofvancouver.us

Attachments:

1. PSA - Columbia River Mental Health - Mobile Health Expansion



**CITY OF VANCOUVER
SERVICES AGREEMENT
No. C-101838
Mobile Health Expansion**

This Services Agreement (the "Agreement"), effective on the date last signed below (the "Effective Date") is entered by the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington (the "City") and Columbia River Mental Health Services a nonprofit corporation organized under the laws of the State of Washington (the "Contractor"). The City and Contractor are collectively referred to as the "Parties" or individually as a "Party".

RECITALS

- A. The City desires to engage the Contractor to perform Services as described in this Agreement; and

AGREEMENT

In consideration of the terms and conditions in this Agreement, the Parties agree as follows:

- 1. SCOPE OF SERVICES:** The Contractor agrees to provide the City with all services and materials provided in the Scope of Services, attached as Exhibit "A", and in the City's Solicitation, if any, and the Contractor's responsive proposal to the City's Solicitation, if any (the "Services"). Contractor shall obtain City Project Manager's written approval prior to starting the Services.
- 2. COMPENSATION:** Payment to the Contractor for the Services described in this Agreement shall not exceed \$ 1,199,291.43 USD.

This payment shall be the maximum compensation for all Services including labor, materials, supplies, equipment, and incidentals necessary to complete the Services. And it shall not be exceeded without the City's prior written authorization in the form of a negotiated and executed amendment. Contractor agrees this compensation is

adequate and sufficient for the timely provision of all Services under this Agreement.

- 3. PAYMENT FOR CONTRACTOR SERVICES:** The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, from the previous month. Invoices must be submitted to the Project Manager, Jamie Spinelli, by email to jamie.spinelli@cityofvancouver.us and accpay@cityofvancouver.us or by mail to City of Vancouver, PM Name, PO Box 1995, Vancouver, WA 98668.

City shall pay Contractor within 30 days of receipt of Contractor's invoice. *The City will pay Contractor pursuant to Exhibit "B."* The City may correct any invoice overpaid in error.

During the life of this Agreement, and in consideration of the City's business needs, the Contractor may make requests for compensation adjustments. In consideration of market conditions, the City may allow an annual adjustment to compensation paid supported by the Consumer Price Index for the Seattle-Tacoma-Bellevue area for the previous four quarters. Contractor shall submit the request for consideration, together with supporting documentation, before the anniversary date of this Agreement. The City will review the request and, at its sole discretion, make a decision. If accepted, the adjustment shall become effective on the anniversary date of the Agreement and will be firm for the remainder of the contracted period. All adjustments will be authorized by written contract amendment.

The Parties agree that any amount paid in error by City does not alter the fee schedule. City's contract/purchase order (PO) number on the notice to proceed must be referenced on any invoice submitted for payment.

- 4. TERM OF AGREEMENT:** The term of this Agreement begins on the February 1, 2025 and continues until January 31, 2027. The Parties may agree in writing to renew the Agreement up to 3 additional years. The term and any renewal term are collectively the "Term."

5. CITY DATA; DATA SECURITY

- 5.1 City Data.** Contractor may obtain and process City Data in connection with the Services. "City Data" means the data City provides to Contractor in connection with the receipt of the Services and any data generated by Contractor in connection with providing the Services to City. City owns all City Data. City licenses City Data to

Contractor solely for the purposes of providing the Services to City or improving the Services for City. Contractor shall not use City Data for any other purpose, including as artificial intelligence training data. Contractor acknowledges that compliance with Applicable Laws under Section 31 of the Agreement includes compliance with all applicable federal, state, and local data protection laws in its provision of the Services.

5.2 Data Security. If Contractor maintains City Data on Contractor systems it will comply with the following data security requirements.

5.2.1 Security Practices. Contractor shall develop, implement, and maintain appropriate administrative, physical, and technical safeguards that are designed to ensure the confidentiality, integrity and availability of City Data. Contractor will enact safeguards that are compliant with industry best practices for the specific City Data obtained by Contractor in connection with the Services.

5.2.2 Location of City Data. Contractor shall maintain City Data solely in data centers located in the United States.

5.2.3 Security Breaches. A “Security Breach” is any suspected or actual unauthorized access to or use of City Data in Contractor’s possession.

- a. Notice. Contractor will notify City within 24 hours of any Security Breach. Notice will include details regarding the Security Breach including impacted parties, specific data, and mitigation. Contractor will call 360.487.8888 (if after hours, follow prompt to connect to on-call personnel); email City with a read receipt to help.desk@cityofvancouver.us; and email to the City personnel contact for the Agreement.
- b. Coordination. Immediately after Contractor provides notification of a Security Breach the Parties will begin working together to contain, mitigate, investigate, respond to and remediate the Security Breach. Contractor will cooperate with all City requests in relation to the Security Breach in compliance with Applicable Law.
- c. Root Cause Analysis. As soon as possible following the Security Breach, Contractor will complete a root cause analysis and will provide a plan to City for remediation and prevention.
- d. Third-Party Notice. Contractor will work together with City to ensure compliance with RCW 19.255.010 if necessary and will make no statement or send notice to any third party regarding the Security Breach without City’s prior written consent.
- e. Costs. In addition to its indemnification obligations, Contractor will reimburse City for all costs City incurs associated with any Security Breach,

including forensic investigation, costs of providing notice to impacted parties, call centers and credit monitoring as applicable. Contractor will pay or reimburse City for all regulatory fines and other legal costs the City incurs associated with the Security Breach.

- 6. DELIVERABLES - INTELLECTUAL PROPERTY** Contractor may create documents or other work product in connection with providing the Services (“Deliverables”). Contractor assigns and will assign to City all right, title, and interest in and to any Deliverables it creates in connection with providing the Services. Contractor may retain a copy of any Deliverable for its internal business purposes. Contractor’s know-how, methodologies and processes are Contractor intellectual property. Contractor grants City a perpetual, irrevocable, royalty-free, worldwide license to use all Contractor intellectual property in connection with the Deliverables for any City purpose.
- 7. AUDIT RIGHTS:** Contractor shall maintain records of all matters related to this Agreement in accordance with generally accepted accounting principles. Contractor shall provide the records to City or any other governmental agency with jurisdiction for audit, at such reasonable times and places as City designates.
- 8. PUBLIC DISCLOSURE COMPLIANCE:** Records relating to Agreement are subject to the following:
 - 8.1 Confidential Information.** Any record of City business, including this Agreement, related records, and City Data, is a public record under the Washington Public Records Act, codified at chapter 42.56 RCW (“PRA”). City may be required to disclose this Agreement or related records, including records in Contractor’s possession, pursuant to a public disclosure request. City will provide third-party notice to Contractor before disclosing records. Public records may be subject to exemptions from disclosure under the PRA. City agrees to withhold its release of the requested records in dispute for a reasonable amount of time (approximately 10 days) to allow Contractor an opportunity to seek judicial protection pursuant to RCW 42.56.540 as adopted or amended.
 - 8.2 Public Disclosure Compliance.** City will comply with the PRA in its receipt of and response to any public disclosure request for responsive records related to this Agreement, subject to applicable exemptions. Under RCW 42.56.060, City will have no liability to Contractor for disclosure of Contractor information acting in good faith pursuant to its obligations under the PRA.
 - 8.3 Subpoenas.** If either Party receives a subpoena requiring the disclosure of the other Party’s information, that Party will notify the other party and provide a reasonable

time for the affected party to obtain a protective order prior to disclosing information. If a Party is prohibited by a court with jurisdiction over the matter from disclosing the subpoena, that Party will provide only the specific information required to be released under the subpoena on the advice of counsel.

8.4 City Data Confidentiality. Notwithstanding Section 8.1-3, Contractor will maintain the confidentiality of all City Data in its possession in conformance with Section 8.

9. STANDARD OF CARE: Contractor shall exercise the degree of skill and diligence normally employed by consultants in the same industry, performing the same or similar services. Contractor will re-perform any Services that breach this provision at no cost to City.

10. DISPUTE RESOLUTION: City and Contractor agree to negotiate in good faith for a period of 30 days from the date of notice of all disputes between them prior to exercising their rights under this Agreement or under law. All disputes between City and Contractor not resolved by negotiation between the Parties may be mediated only by mutual agreement of both Parties. If not mutually agreed to resolve the claim by mediation, the claim will be resolved by legal action. The Parties agree that if litigation is necessary to enforce any of the provisions of this Agreement, each party shall pay all of their own attorney fees and costs related to the litigation.

11. TERMINATION FOR CONVENIENCE: City may terminate this Agreement with no less than 30-day notice at any time for convenience. City will pay Contractor for all Services completed up to the date of termination for convenience. A decision by City to terminate for convenience does not waive any legal rights City has to enforce the Agreement.

12. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless City and its officers, councilmembers, commissioners, employees, volunteers, and agents, from any claim, liability, loss, cost, expense, suit, and damages, including attorney's fees and consulting fees relating to (a) a third party claim for intellectual property infringement relating to the Contractor's Services or the Deliverables; (b) Contractor's negligence or willful misconduct; (c) Contractor's material breach of the Agreement; (d) Contractor's non-compliance with applicable law; (e) a third-party Washington Public Records Act claim involving Contractor information; and (f) Contractor's court action to enjoin release of Contractor information under the Washington Public Records Act.

City will promptly notify Contractor of a claim under this Section 13 and will provide reasonable cooperation to Contractor in the defense of the claim. Contractor will have control over defense and settlement of the claim, except that Contractor will not enter any settlement or related agreement without City's prior written consent which will not be unreasonably withheld. Notwithstanding the preceding sentence, City may participate in the defense or settlement of any claim with counsel of its own choosing.

Solely for negligence indemnification claims under (b) above, if Contractor is providing architectural, landscape architectural, engineering, or land surveying services as the Services under this Agreement, and Contractor and City are concurrently negligent, then Contractor will be required to indemnify City only to the extent of Contractor's negligence and will have no obligation to indemnify City for City's sole negligence, pursuant to RCW 4.24.115.

If Contractor or Contractor's employee is a licensed architect, professional engineer, land surveyor, or landscape architect and the Services are related to a construction project, Contractor expressly waives its industrial insurance immunity under the Washington Industrial Insurance Act Title 51 RCW. Contractor acknowledges this waiver has been mutually negotiated and the Parties desire to incorporate this waiver pursuant to RCW 4.24.115(1)(b).

City shall indemnify, defend, and hold harmless Contractor and its officers, employees, volunteers, and agents, from any third-party claim, liability, loss, cost, expense, suit, and damages, including attorney's fees and consulting fees relating to (a) City's material breach of the Agreement; (b) City's non-compliance with applicable law.

13. INSURANCE: Contractor shall maintain liability insurance for all claims for damages to the City, persons or property that arise from Contractor's performance during the Term of this Agreement.

Contractor shall maintain the following insurance coverage.

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 arising from the performance of this Agreement.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000
IV. Profession Liability	
Policy shall include coverage for all claims for damages to person or property arising from the performance of this Agreement.	
	\$1,000,000

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

- a. Compliance with other Insurance Policies - Contractor will remain compliant with all other insurance obligations it may have pursuant to its personnel or applicable law.
- b. Coverage Trigger - Contractor's insurance must be on an "occurrence" basis rather than claims made. This type of coverage must be indicated on the Certificate of Insurance.
- c. Additional Insured Requirement - The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as additional insureds where permissible under applicable law. The required Additional Insured endorsements shall be at

least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.

- d. Certificates - The City of Vancouver shall be listed on the Certificate of Insurance as the Certificate Holder. Contractor will provide the Certificate of Insurance to City upon request on an ACORD or comparable form.

All policies shall be issued by an insurance company authorized to do business as an insurance company in the State of Washington.

- 14. RELATIONSHIP OF THE PARTIES.** The relationship of the Parties under this Agreement is that of independent contractors. Contractor is solely responsible for the manner, method, and means of providing the Services. Contractor and its employees are not City employees and will not be entitled to or receive any benefits under this Agreement. Contractor will pay all Contractor personnel and pay all taxes, contributions, and benefits that may be required related to its personnel. Neither Party may bind the other except as expressly stated in this Agreement.
- 15. SUBCONTRACTING:** Contractor may subcontract for Services with City's prior written approval in its sole discretion. Contractor is solely responsible for its subcontractors' compliance with this Agreement and will pass through the terms of this Agreement to all subcontractors.
- 16. COMPLIANCE WITH APPLICABLE LAW:** Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations ("Applicable Laws"). Contractor shall modify the Services as necessary to comply with Applicable Laws.
- 17. E-VERIFY:** Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within 60 days of executing this Agreement. Contractor shall ensure all Contractor employees and any subcontractors assigned to perform Services under this Agreement are eligible to work in the United States. Contractor shall provide compliance verification upon City's request.
- 18. TITLE VI COMPLIANCE:** Depending on the Services Contractor provides, the City may use federal funds to compensate Contractor. If federal funds are used, the City, Contractor, and any approved subcontractor must comply with the provisions of Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) (CRA) and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28 (1988)

(CRRRA). Contractor must confirm with City whether Title VI is applicable under this Agreement.

19. EQUAL EMPLOYMENT OPPORTUNITY: The City is an equal opportunity employer. Contractor shall not discriminate against any of its employees or applicants for employment on the basis of race, color, creed, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, citizenship or immigration status, age (40 or older), the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, genetic information, honorably discharged veteran or military status, or any other class protected by federal, state, or local employment discrimination laws.

20. ANTI-KICKBACK. City officers and employees shall not have or acquire an interest in the Agreement or solicit, accept, or give any item of value from a person or entity with an interest in this Agreement.

21. PERMITS, LICENSES, AND CERTIFICATIONS. Contractor is solely responsible for any license, permit or certificate that may be required by any federal, state or local law in connection with the performance of Contractor's obligations under this Agreement, including any business license. Contractor may contact the State of Washington Business License Service (BLS) at: 800-451-7985, www.bls.dor.wa.gov/cities/vancouver.aspx or visit the City's website found at www.cityofvancouver.us/businesslicense for assistance with the determination.

22. COOPERATIVE PURCHASING: The Washington State Interlocal Cooperation Act, chapter 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By executing this Agreement, Contractor agrees that other public agencies may purchase goods and services under this Agreement at their own cost. City will have no liability or obligation related to Contractor related to that separate agency agreement. Therefore, City agrees to allow other public agencies to purchase services under this Agreement so long as City is not held financially or legally liable for any separate agency services received pursuant to the Agreement, and that any public agency purchasing under this Agreement file a copy of it in accordance with RCW 39.34.040.

23. DEBARMENT: Contractor certifies that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal, state or local department or agency.

24. NOTICES: All notices will be hand delivered, certified mail, or sent by electronic mail if agreed by the Parties. Notice will be effective when received if hand delivered, on the delivery date if certified mail, or when an email is sent. Notice must be addressed to the Parties at:

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

For the Contractor:
Victor Jackson, MPA
Columbia River Mental Health Services
6926 NE Fourth Plain Blvd
Vancouver WA 98661
Email: victorj@crmhs.org

Either Party may update its address for notice by giving written notice to the other Party.

25. ASSIGNMENT. Contractor shall not assign this Agreement without the express written consent of City. Any assignment in violation of this subsection is void. All terms of this Agreement are binding on any assignee.

26. ORDER OF PRECEDENCE: If there is a conflict between the terms of any document, the order of precedence is as follows: Amendments to this Agreement; this Agreement; Contractor's responsive proposal to City's solicitation; and City's solicitation. The Parties agree that terms included on any Purchase Order or other document provided by Contractor are not part of this Agreement.

27. SURVIVAL. Sections 15 - 35 will survive any termination of this Agreement.

28. WAIVER. A Party's waiver of any term of this Agreement must be in writing and signed by the Party waiving compliance.

29. THIRD PARTY BENEFICIARIES. There are no third-party beneficiaries under this Agreement.

- 30. GOVERNING LAW:** This Agreement is governed by the laws of the State of Washington without regard to its conflicts of laws provisions. Venue for any action arising under this Agreement will be the state or federal courts for Clark County, Washington. The Parties waive any claim of inconvenient forum.
- 31. SEVERABILITY.** If a court with jurisdiction over the matter determines any clause of this Agreement is unenforceable, it shall revise the clause to reflect the intent of the Parties as closely as possible. If revision is not possible, the Court shall strike the clause and the remainder of the Agreement will remain in full force and effect.
- 32. AMENDMENTS:** Any amendments to this Agreement must be in writing and signed by all Parties to this Agreement.
- 33. ENTIRE AGREEMENT:** This Agreement, together with any amendments, is the entire agreement between the Parties, and supersedes any other agreement or discussion between them, whether written or oral in nature.
- 34. COUNTERPARTS.** This Agreement may be signed in counterparts. Each counterpart will be deemed an original and together the separate parts will form one Agreement.

City and Contractor enter the Agreement as of the Effective Date.

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

Columbia River Mental Health
Services

Lon Pluckhahn, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, Interim City Attorney

EXHIBIT "A": Scope of Work

Since the Mobile Health Program (MHP) began in November 2021, The Mobile Health Team has provided 4,791 documented services to approximately 750 individuals in Clark County. Of those services over 1,200 were for medical needs, 224 were mental health assessments, 75 were substance use disorder assessments with 217 total substance use disorder services provided. Case Management was provided over 575 times, and outreach was completed more than 1600 times. The work of the mobile health team has made a significant difference for members of the unhoused community, created direct connections to care and helped to reduce stigma and build trust of unhoused community members for the systems of care who seek to support them.

This team serves all of Clark County and works closely with HART, Recovery Café, Couve Collective, MIHT, Thrive 2 Survive, Outsider's Inn, Do Good Multnomah, and Share for referrals. The need for Mobile Health services in the County far exceeds the capacity of the current team. Additionally, the county-wide focus limits services availability of services in Vancouver city limits so that services can be provided in rural Clark County. Of their 4-day work week, at least one day is dedicated to outside Vancouver.

Staff & Services Capacity Expansion

The proposed expansion would add: 1 FTE MHP Lead, 1 FTE Peer/Case Manager, .5 FTE Medical Provider, .5 RN. The MHP Lead and Peer/Case Manager will serve community members within the City limits, to include the 4 Safe Stays and 1 Safe Park. While the team previously had an SUDP for SUD Assessments, the position was underutilized. In this model we can leverage Peer/Support Case Management to support substance use disorder connections to detox, residential treatment, 12-step and other community supports. The proposal also expands FTE for Medical providers to provide services to clients both in the community and in access to the urgent care needs at our CRMHS GAP Medicine Clinic. The Peer/Case Manager position will be designated to the same population and focus on care coordination and outreach for SUD and Medical concerns. The .5 Community Services Supervisor will support the establishment and expansion of cross-community and organizational pathways for accessing not only healthcare, but community and natural supports, housing, culturally specific services, and family supports.

Systemic Behavioral Health Support

In addition to expanded access to Medical and Clinical team services for individuals, the team will address the systemic behavioral health needs of the Safe Stays and Shelters- training, psychoeducation, and critical incident debriefing. A traditional MHP position relies on billable services to remain sustainable; this does not lend to MHP staff working closely with community members and outreach workers on the broader Mental Health needs of the Safe Stay Communities. By utilizing ARPA funding for the position, it will allow the MHP job role to be flexible and nimble to meet the needs of not only the Safe Stay communities, but along the Fourth Plain Corridor as need emerges, and provide more systemic support for these community members. Systemic support can include critical incident de-briefing, trainings, consultation, education on mental health and homelessness, and establishing referral pathways. With the upcoming addition of the Bridge Shelter, we anticipate extending our services even further to meet the needs of the new location.

Ongoing training and cross-agency collaboration are essential to the health and wellbeing of the system we create for our unhoused community members. The proposed expansion includes MHP coordination of large, in-person trainings to include Mobile Health, Safe Stay/Park, City, and other outreach staff as identified by the City/MHP. While virtual trainings are essential to efficient learning, hands on, in-person trainings have been well received in the community (Crisis Intervention & De-escalation Trainings). The MHP would coordinate to bring in content experts in the following areas: Critical Incident Stress Debriefing, Motivational Interviewing- Fidelity, and Verbal De-escalation techniques. These are non-clinical trainings that can be employed by outreach workers, city staff, and clinical staff. By hosting trainings with outreach staff, mobile health staff, and City staff, the participants will leave with closer working relationships and a shared language. Certifications will be offered through these trainings. The MHP position will also facilitate small staff trainings, such as Motivational Interviewing, Crisis De-Escalation, Conflict Resolution, and Harm Reduction. Additionally, the MHP will provide psychoeducation to staff and community members on MH Diagnoses, presentations, and services. The topics were chosen based on real-time feedback from Safe Stay & Shelter staff over the last two years.

Deliverables

1. Behavioral and Medical clinic(s) hosted at Safe Stay or Safe Park at least 1x month.
2. MHP Coordinate 6 in-person trainings over the course of year 1 for COV, Safe Stay & CRMHS Mobile Health Staff.

3. MHP weekly on-site contact with Safe Stay/ Park staff for consultation & critical incident debriefing.
4. MHP Coordination of Safe Stay/Park referrals to MIHT, PACT, Rainier Springs and higher level of care.
5. Provision of services to an additional 250 unique individuals within COV Limits over the course of the grant, to include: gap primary care services, wound care, PCP coordination, Mental Health Assessments (MHA), Peer Support, Case Management.

**EXHIBIT "B":
Fee Schedule**

Labor	Name	Hourly Rate	% Level of Effort	2025	2026
Physician Assistant	TBA	\$78.28	40%	\$65,128.96	\$68,385.41
Case Manager/ Peer Support Specialist/ Medical Assistant	TBA	\$30.75	100%	\$63,960.00	\$67,158.00
Registered Nurse	TBA	\$47.87	50%	\$49,784.80	\$52,274.04
Mental Health Lead	TBA	\$40.34	100%	\$83,907.20	\$88,102.56
				\$262,780.96	\$275,920.01

Fringe

Medical Dental Vision	\$262,780.96			\$39,417.14	\$41,388.00
PTO for Trainings	\$20,000.00			\$20,000.00	\$20,000.00
				\$59,417.14	\$61,388.00

Training - Proposed Trainings, alternatives may be identified to meet COV needs

				2025	2026
Motivational Interviewing Fidelity Training (4 days x 2 Trainings)	4 days	60 Staff		\$37,000.00	\$37,000.00
Jump Start Mastery- Verbal Craft De-escalation Training (1 day, 2 trainings per year- 4 total)	2 days	60 Staff		\$27,000.00	\$27,000.00
Critical Incident Stress Debriefing (CISD) Individual Crisis Intervention	1 days	TBA		\$7,500.00	\$7,500.00
Critical Incident Stress Debriefing (CISD) Group Crisis Intervention	1 days	TBA			\$7,500.00
CISD Grief Following Trauma	1 days	TBA			\$7,500.00
MOAB Train the Trainer	3 days	4 Staff		\$0.00	\$10,000.00
				\$71,500.00	\$96,500.00

Equipment, Technology & Supplies

Privacy Tents	\$7,000.00			\$7,000.00	\$0.00
Medical Equipment	\$5,500.00			\$5,500.00	\$5,500.00
Mileage	\$5,356.00			\$5,356.00	\$5,356.00
Client Transportation bus passes, taxi, uber	\$4,500.00			\$4,500.00	\$4,500.00
Office Supplies / Technology	\$7,500.00			\$7,500.00	\$7,500.00
Staff transportation and Mileage	\$21,424.00			\$21,424.00	\$21,424.00
Fuel & Maint.	\$15,000.00			\$15,000.00	\$15,000.00
Client Consumables (Harm Reduction, Testing Strips, condoms)	\$30,000.00			\$30,000.00	\$30,000.00

PPE for Clients and Staff- Masks, Sanitizer, epidemic preparation materials- Avian Flu	\$15,000.00			\$15,000.00	
				\$111,280.00	\$89,280.00

				2025	2026
Labor				\$262,780.96	\$289,716.01
Fringe				\$59,417.14	\$62,388.00
Training				\$71,500.00	\$96,500.00
Equipment, Technology & Supplies				\$111,280.00	\$89,280.00
Sub Totals				\$504,978.10	\$537,884.01
Incidentals (15%)				\$75,746.72	\$80,682.60
Total & Administrative costs				\$580,724.82	\$618,566.61
2025-2026 Budget					\$1,199,291.43

Staff Report: 036-25

To: Mayor and City Council
From: City Manager
Date: February 24, 2025

Subject

Contract Award - Professional Service Agreement 2026 Comprehensive Water System Plan Update - C-101897

Key Points

- WAC 246-290-100 requires water systems to update Comprehensive Water System Plans (CWSP) every ten years and obtain approval from the Washington Department of Health (WDOH).
- Previously, CWSP's required updating every six years. State rules have since been modified to allow approvals to last for a period of ten years.
- Vancouver's CWSP was last updated and approved in 2016 for a period of six years. In July 2022, WDOH approved an amendment to obtain a four-year approval extension.
- The WDOH deadline for the 2026 CWSP update is March 2026.

Strategic Plan Alignment

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

Housing and Human Needs – meeting basic needs and partnering with organizations to support the community

Present Situation

The City is the third largest water utility in the state, serving approximately 275,000 people over an area of 73 square miles. Strategic planning through effective water system management has made the City's water system one of the strongest and most reliable systems in the state. This Water System Comprehensive Plan (the Plan) update will provide the City the opportunity to continue this legacy of effective water system management.

Meeting the needs of future water customers while maintaining high quality service to existing customers requires complex planning. The Plan is an in-depth review and analysis of the City's water system and is required to be updated every ten years by the State of Washington Department of Health (WAC 246-290-100). The Plan develops population projections, demand forecasts, standards, and policies for the water system. The demand forecasts are then used to analyze system needs, which drive the development of a long-term capital improvement program. The Plan evaluates the ability of the utility to meet current and future system needs with existing financial planning policies. Source protection, conservation, and water quality programs are identified Plan elements. Operations staffing, certification, monitoring, emergency response and quality control are extensively detailed. The City's current Plan was approved by the Department of Health in 2016. In 2022, an Amendment was made to the CWSP which included minor updates and four-year extension. Approval of the updated plan by WDOH is required on or before March 1, 2026.

The City invited professional engineering firms with experience in water utility comprehensive

planning to submit statements of qualifications for providing professional services on September 18, 2024. West Yost was the only firm to submit qualifications. The submittal was evaluated, and West Yost was determined to be highly qualified based on its extensive experience with water system planning in Washington. Negotiations have refined the scope in the attached document.

Advantage(s)

1. The Plan will satisfy the Department of Health ongoing requirements for updated planning.
2. Demand forecasts will be updated to identify needed water production and distribution improvements.
3. Water quality reports will be evaluated for compliance with current and known future water regulations.
4. Sources of supply will be evaluated for reliability, resource protection and water rights adequacy to meet system demands.
5. Capital improvements will be identified, prioritized, and estimated allowing for appropriate water utility financial planning.

Challenge(s)

None

Budget Impact

The funds for this water system Plan update are budgeted in the Water Fund, 2025-2026 Capital Budget. Any future budget impacts due to infrastructure improvements identified in the Plan will be submitted to Council for consideration through the regular budget approval processes.

Prior Council Review

Approved in the 2025-2026 Capital Water Budget.

Action Requested

On Monday, February 24, 2025, authorize the City Manager, or designee, to execute a professional services agreement between the City of Vancouver and consultant West Yost for an estimated amount of \$590,641.

Staff Contact

Nick Massey, Civil Engineer, Nick.Massey@cityofvancouver.us

Attachments:

1. C-101897 West Yost Agreement



**CITY OF VANCOUVER
SERVICES AGREEMENT
No. C-101897
2026 Comprehensive Water System Plan**

This Services Agreement (the “Agreement”), effective on the date last signed below (the “Effective Date”) is entered by the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington (the “City”) and West Yost & Associates, Inc. a corporation organized under the laws of the State of California (the “Contractor”). The City and Contractor are collectively referred to as the “Parties” or individually as a “Party”.

RECITALS

- A. The City desires to engage the Contractor to perform Services as described in this Agreement; and
- B. The City advertised and issued a request for proposals, numbered 58-24 (the “Solicitation”) and after evaluation of the Contractor’s responsive proposal, found the Contractor capable of performing the required Services.

AGREEMENT

In consideration of the terms and conditions in this Agreement, the Parties agree as follows:

- 1. SCOPE OF SERVICES:** The Contractor agrees to provide the City with all services and materials provided in the Scope of Services, attached as Exhibit "A", and in the City’s Solicitation, if any, and the Contractor’s responsive proposal to the City’s Solicitation, if any (the “Services”). Contractor shall obtain City Project Manager’s written approval prior to starting the Services.
- 2. COMPENSATION:** Payment to the Contractor for the Services described in this Agreement shall not exceed \$ 590,641.00 USD.

This payment shall be the maximum compensation for all Services including labor, materials, supplies, equipment, and incidentals necessary to complete the Services.

And it shall not be exceeded without the City's prior written authorization in the form of a negotiated and executed amendment. Contractor agrees this compensation is adequate and sufficient for the timely provision of all Services under this Agreement.

City will limit compensation to the amount specified for each specific task and/or sub-task, unless amended in writing. Contractor shall complete the Services stated within the number of hours identified for each task, and/or sub-task, or for the lump sum amount associated with a task. If compensation is made on an hourly basis and the Services 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 Contractor underestimated the number of hours required to perform the Services, 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 services requested by City. All Deliverables (as defined in Section 8) must be acceptable to City in its sole discretion.

City will reimburse Contractor for the following travel expenses identified in its proposal upon submission of receipts to City: airfare, mileage at the approved IRS rate and lodging at the U.S. General Services Administration rates. For the avoidance of doubt, City will not reimburse Contractor wages incurred during travel time.

- 3. PAYMENT FOR CONTRACTOR SERVICES:** The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, from the previous month. Invoices must be submitted to the Project Manager, Nick Massey, by email to nick.massey@cityofvancouver.us and accpay@cityofvancouver.us or by mail to City of Vancouver, PM Name, PO Box 1995, Vancouver, WA 98668.

City shall pay Contractor within 30 days of receipt of Contractor's invoice. *The City will pay Contractor pursuant to Exhibit "B."* The City may correct any invoice overpaid in error.

During the life of this Agreement, and in consideration of the City's business needs, the Contractor may make requests for compensation adjustments. In consideration of market conditions, the City may allow an annual adjustment to compensation paid supported by the Consumer Price Index for the Seattle-Tacoma-Bellevue area for the previous four quarters. Contractor shall submit the request for consideration, together with supporting documentation, before the anniversary date of this

Agreement. The City will review the request and, at its sole discretion, make a decision. If accepted, the adjustment shall become effective on the anniversary date of the Agreement and will be firm for the remainder of the contracted period. All adjustments will be authorized by written contract amendment.

The Parties agree that any amount paid in error by City does not alter the fee schedule. City's contract/purchase order (PO) number on the notice to proceed must be referenced on any invoice submitted for payment.

- 4. TERM OF AGREEMENT:** The term of this Agreement begins on the Effective Date and continues until October 31, 2026. The Parties may agree in writing to renew the Agreement up to 4 additional years. However, the total term, including any renewal(s), shall not exceed five years. The term and any renewal term are collectively the "Term."

5. CITY DATA; DATA SECURITY

5.1 City Data. Contractor may obtain and process City Data in connection with the Services. "City Data" means the data City provides to Contractor in connection with the receipt of the Services and any data generated by Contractor in connection with providing the Services to City. City owns all City Data. City licenses City Data to Contractor solely for the purposes of providing the Services to City or improving the Services for City. Contractor shall not use City Data for any other purpose, including as artificial intelligence training data. Contractor acknowledges that compliance with Applicable Laws under Section 17 of the Agreement includes compliance with all applicable federal, state, and local data protection laws in its provision of the Services.

5.2 Data Security. If Contractor maintains City Data on Contractor systems it will comply with the following data security requirements.

5.2.1 Security Practices. Contractor shall develop, implement, and maintain appropriate administrative, physical, and technical safeguards that are designed to ensure the confidentiality, integrity and availability of City Data. Contractor will enact safeguards that are compliant with industry best practices for the specific City Data obtained by Contractor in connection with the Services.

5.2.2 Location of City Data. Contractor shall maintain City Data solely in data centers located in the United States.

5.2.3 Security Breaches. A “Security Breach” is any suspected or actual unauthorized access to or use of City Data in Contractor’s possession.

- a. Notice. Contractor will notify City within 24 hours of any Security Breach. Notice will include details regarding the Security Breach including impacted parties, specific data, and mitigation. Contractor will call 360.487.8888 (if after hours, follow prompt to connect to on-call personnel); email City with a read receipt to help.desk@cityofvancouver.us; and email to the City personnel contact for the Agreement.
- b. Coordination. Immediately after Contractor provides notification of a Security Breach the Parties will begin working together to contain, mitigate, investigate, respond to and remediate the Security Breach. Contractor will cooperate with all City requests in relation to the Security Breach in compliance with Applicable Law.
- c. Root Cause Analysis. As soon as possible following the Security Breach, Contractor will complete a root cause analysis and will provide a plan to City for remediation and prevention.
- d. Third-Party Notice. Contractor will work together with City to ensure compliance with RCW 19.255.010 if necessary and will make no statement or send notice to any third party regarding the Security Breach without City’s prior written consent.
- e. Costs. In addition to its indemnification obligations, Contractor will reimburse City for all costs City incurs associated with any Security Breach, including forensic investigation, costs of providing notice to impacted parties, call centers and credit monitoring as applicable. Contractor will pay or reimburse City for all regulatory fines and other legal costs the City incurs associated with the Security Breach.

6. DELIVERABLES - INTELLECTUAL PROPERTY Contractor may create documents or other work product in connection with providing the Services (“Deliverables”). Contractor assigns and will assign to City all right, title, and interest in and to any Deliverables it creates in connection with providing the Services. Contractor may retain a copy of any Deliverable for its internal business purposes. Contractor’s know-how, methodologies and processes are Contractor intellectual property. Contractor grants City a perpetual, irrevocable, royalty-free, worldwide license to use all Contractor intellectual property in connection with the Deliverables for any City purpose.

7. AUDIT RIGHTS: Contractor shall maintain records of all matters related to this Agreement in accordance with generally accepted accounting principles. Contractor shall provide the records to City or any other governmental agency with jurisdiction for audit, at such reasonable times and places as City designates.

8. PUBLIC DISCLOSURE COMPLIANCE: Records relating to Agreement are subject to the following:

8.1 Confidential Information. Any record of City business, including this Agreement, related records, and City Data, is a public record under the Washington Public Records Act, codified at chapter 42.56 RCW ("PRA"). City may be required to disclose this Agreement or related records, including records in Contractor's possession, pursuant to a public disclosure request. City will provide third-party notice to Contractor before disclosing records. Public records may be subject to exemptions from disclosure under the PRA. City agrees to withhold its release of the requested records in dispute for a reasonable amount of time (approximately 10 days) to allow Contractor an opportunity to seek judicial protection pursuant to RCW 42.56.540 as adopted or amended.

8.2 Public Disclosure Compliance. City will comply with the PRA in its receipt of and response to any public disclosure request for responsive records related to this Agreement, subject to applicable exemptions. Under RCW 42.56.060, City will have no liability to Contractor for disclosure of Contractor information acting in good faith pursuant to its obligations under the PRA.

8.3 Subpoenas. If either Party receives a subpoena requiring the disclosure of the other Party's information, that Party will notify the other party and provide a reasonable time for the affected party to obtain a protective order prior to disclosing information. If a Party is prohibited by a court with jurisdiction over the matter from disclosing the subpoena, that Party will provide only the specific information required to be released under the subpoena on the advice of counsel.

8.4 City Data Confidentiality. Notwithstanding Section 8.1-3, Contractor will maintain the confidentiality of all City Data in its possession in conformance with Section 8.

9. STANDARD OF CARE: Contractor shall exercise the degree of skill and diligence normally employed by consultants in the same industry, performing the same or similar services. Contractor will re-perform any Services that breach this provision at no cost to City.

10. DISPUTE RESOLUTION: City and Contractor agree to negotiate in good faith for a period of 30 days from the date of notice of all disputes between them prior to exercising their rights under this Agreement or under law. All disputes between City and Contractor not resolved by negotiation between the Parties may be mediated only by mutual agreement of both Parties. If not mutually agreed to resolve the claim by mediation, the claim will be resolved by legal action. The Parties agree that if litigation is necessary to enforce any of the provisions of this Agreement, each party shall pay all of their own attorney fees and costs related to the litigation.

11. TERMINATION FOR CONVENIENCE: City may terminate this Agreement at any time for convenience. City will pay Contractor for all Services completed up to the date of termination for convenience. A decision by City to terminate for convenience does not waive any legal rights City has to enforce the Agreement.

12. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless City and its officers, councilmembers, commissioners, employees, volunteers, and agents, from any claim, liability, loss, cost, expense, suit, and damages, including attorney's fees and consulting fees relating to (a) a third party claim for intellectual property infringement relating to the Contractor's Services or the Deliverables; (b) Contractor's negligence or willful misconduct; (c) Contractor's material breach of the Agreement; (d) Contractor's non-compliance with applicable law; (e) a third-party Washington Public Records Act claim involving Contractor information; and (f) Contractor's court action to enjoin release of Contractor information under the Washington Public Records Act.

City will promptly notify Contractor of a claim under this Section 13 and will provide reasonable cooperation to Contractor in the defense of the claim. Contractor will have control over defense and settlement of the claim, except that Contractor will not enter any settlement or related agreement without City's prior written consent. Notwithstanding the preceding sentence, City may participate in the defense or settlement of any claim with counsel of its own choosing.

Solely for negligence indemnification claims under (b) above, if Contractor is providing architectural, landscape architectural, engineering, or land surveying services as the Services under this Agreement, and Contractor and City are concurrently negligent, then Contractor will be required to indemnify City only to the extent of Contractor's negligence and will have no obligation to indemnify City for City's sole negligence, pursuant to RCW 4.24.115.

If Contractor or Contractor's employee is a licensed architect, professional engineer, land surveyor, or landscape architect and the Services are related to a construction project, Contractor expressly waives its industrial insurance immunity under the Washington Industrial Insurance Act Title 51 RCW. Contractor acknowledges this waiver has been mutually negotiated and the Parties desire to incorporate this waiver pursuant to RCW 4.24.115(1)(b).

- 13. INSURANCE:** Contractor shall maintain liability insurance for all claims for damages to the City, persons or property that arise from Contractor's performance during the Term of this Agreement.

Contractor shall maintain the following insurance coverage.

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 arising from the performance of this Agreement.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000
IV. Umbrella Liability	
	\$5,000,000
V. Professional Liability	
Policy shall include coverage for all claims for damages to person or property arising from the performance of this Agreement.	\$1,000,000

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

- a. Compliance with other Insurance Policies - Contractor will remain compliant with all other insurance obligations it may have pursuant to its personnel or applicable law.

- b. Coverage Trigger - Contractor's insurance must be on an "occurrence" basis rather than claims made. This type of coverage must be indicated on the Certificate of Insurance.
- c. Additional Insured Requirement - The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as additional insureds where permissible under applicable law. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.
- d. Certificates - The City of Vancouver shall be listed on the Certificate of Insurance as the Certificate Holder. Contractor will provide the Certificate of Insurance to City upon request on an ACORD or comparable form.

All policies shall be issued by an insurance company authorized to do business as an insurance company in the State of Washington.

- 14. RELATIONSHIP OF THE PARTIES.** The relationship of the Parties under this Agreement is that of independent contractors. Contractor is solely responsible for the manner, method, and means of providing the Services. Contractor and its employees are not City employees and will not be entitled to or receive any benefits under this Agreement. Contractor will pay all Contractor personnel and pay all taxes, contributions, and benefits that may be required related to its personnel. Neither Party may bind the other except as expressly stated in this Agreement.
- 15. SUBCONTRACTING:** Contractor may subcontract for Services with City's prior written approval in its sole discretion. Contractor is solely responsible for its subcontractors' compliance with this Agreement and will pass through the terms of this Agreement to all subcontractors.
- 16. COMPLIANCE WITH APPLICABLE LAW:** Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations ("Applicable Laws"). Contractor shall modify the Services as necessary to comply with Applicable Laws.
- 17. E-VERIFY:** Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within 60 days of executing this Agreement. Contractor shall ensure all Contractor employees and any subcontractors assigned to perform Services under this Agreement are eligible

to work in the United States. Contractor shall provide compliance verification upon City's request.

18. TITLE VI COMPLIANCE: Depending on the Services Contractor provides, the City may use federal funds to compensate Contractor. If federal funds are used, the City, Contractor, and any approved subcontractor must comply with the provisions of Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) (CRA) and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28 (1988) (CRRRA). Contractor must confirm with City whether Title VI is applicable under this Agreement.

19. EQUAL EMPLOYMENT OPPORTUNITY: The City is an equal opportunity employer. Contractor shall not discriminate against any of its employees or applicants for employment on the basis of race, color, creed, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, citizenship or immigration status, age (40 or older), the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, genetic information, honorably discharged veteran or military status, or any other class protected by federal, state, or local employment discrimination laws.

20. ANTI-KICKBACK. City officers and employees shall not have or acquire an interest in the Agreement or solicit, accept, or give any item of value from a person or entity with an interest in this Agreement.

21. PERMITS, LICENSES, AND CERTIFICATIONS. Contractor is solely responsible for any license, permit or certificate that may be required by any federal, state or local law in connection with the performance of Contractor's obligations under this Agreement, including any business license. Contractor may contact the State of Washington Business License Service (BLS) at: 800-451-7985, www.bls.dor.wa.gov/cities/vancouver.aspx or visit the City's website found at www.cityofvancouver.us/businesslicense for assistance with the determination.

22. COOPERATIVE PURCHASING: The Washington State Interlocal Cooperation Act, chapter 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By executing this Agreement, Contractor agrees that other public agencies may purchase goods and services under this Agreement at their own cost. City will have no liability or obligation related to Contractor related

to that separate agency agreement. Therefore, City agrees to allow other public agencies to purchase services under this Agreement so long as City is not held financially or legally liable for any separate agency services received pursuant to the Agreement, and that any public agency purchasing under this Agreement file a copy of it in accordance with RCW 39.34.040.

23. DEBARMENT: Contractor certifies that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal, state or local department or agency.

24. NOTICES: All notices will be hand delivered, certified mail, or sent by electronic mail if agreed by the Parties. Notice will be effective when received if hand delivered, on the delivery date if certified mail, or when an email is sent. Notice must be addressed to the Parties at:

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

For the Contractor:
Rachel Lanigan
West Yost & Associates, Inc.
5 Centerpointe Drive, Suite 130
Lake Oswego, OR 97035
Email: rlanigan@westyost.com

Either Party may update its address for notice by giving written notice to the other Party.

25. ASSIGNMENT. Contractor shall not assign this Agreement without the express written consent of City. Any assignment in violation of this subsection is void. All terms of this Agreement are binding on any assignee.

26. ORDER OF PRECEDENCE: If there is a conflict between the terms of any document, the order of precedence is as follows: Amendments to this Agreement; this Agreement; Contractor's responsive proposal to City's solicitation; and City's solicitation. The Parties agree that terms included on any Purchase Order or other document provided by Contractor are not part of this Agreement.

27. SURVIVAL. Sections 15 - 35 will survive any termination of this Agreement.

28. WAIVER. A Party's waiver of any term of this Agreement must be in writing and signed by the Party waiving compliance.

29. THIRD PARTY BENEFICIARIES. There are no third-party beneficiaries under this Agreement.

30. GOVERNING LAW: This Agreement is governed by the laws of the State of Washington without regard to its conflicts of laws provisions. Venue for any action arising under this Agreement will be the state or federal courts for Clark County, Washington. The Parties waive any claim of inconvenient forum.

31. SEVERABILITY. If a court with jurisdiction over the matter determines any clause of this Agreement is unenforceable, it shall revise the clause to reflect the intent of the Parties as closely as possible. If revision is not possible, the Court shall strike the clause and the remainder of the Agreement will remain in full force and effect.

32. AMENDMENTS: Any amendments to this Agreement must be in writing and signed by all Parties to this Agreement.

33. ENTIRE AGREEMENT: This Agreement, together with any amendments, is the entire agreement between the Parties, and supersedes any other agreement or discussion between them, whether written or oral in nature.

34. COUNTERPARTS. This Agreement may be signed in counterparts. Each counterpart will be deemed an original and together the separate parts will form one Agreement.

City and Contractor enter the Agreement as of the Effective Date.

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
West Yost & Associates, Inc.

Lon Pluckhahn, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, Interim City Attorney

EXHIBIT “A”: Scope of Work

This scope of services outlines the comprehensive tasks required to update the City’s Comprehensive Water System Plan (CWSP), to comply with Department of Health (DOH) requirements by the March 1, 2026 deadline. The CWSP will consolidate independent reports, evaluations, and new priorities into a unified document that supports sustainable water system management, prioritizes system improvements, and aligns with the City’s long-term vision. West Yost (Consultant) has partnered with Carollo Engineers (Carollo) and FCS, a Bowman company (FCS) to complete the CWSP.

The following tasks are designed to meet regulatory requirements, address operational and financial objectives, and integrate stakeholder collaboration:

- Task 001. Data Collection
- Task 002. Policies and Criteria
- Task 003. Hydraulic Model Update & Calibration
- Task 004. Demand Projections & Water Use Efficiency Program
- Task 005. Supply Evaluation
- Task 006. Storage, Pumping, & Treatment Capacity Evaluation
- Task 007. Distribution System Evaluation
- Task 008. Operations & Maintenance Evaluation
- Task 009. Water Quality Evaluation
- Task 010. Climate Resilience Evaluation
- Task 011. Capital Improvement Plan
- Task 012. Financial Evaluation
- Task 013. Plan Development
- Task 014. Project Management
- Task 015. Contingency Tasks (Optional)

The following table shows a summary of the meetings that are planned throughout this project.

Table 1. Estimated Project Meetings				
Task	Meeting	Format	Duration, hours	Attendees
001	Workshop 1: Kickoff Meeting	In Person & Virtual	1.5	All
001	DOH Pre-Plan Conference	Virtual	2.5	City, WY, Carollo
002	Workshop 2: Policies and Criteria	Virtual	2	City, WY, Carollo
003	Workshop 3: Model Calibration	Virtual	1	City, WY
004	Planning Department Interviews	Virtual	1	City, Carollo
004	Workshop 4: Demand Projections	In Person & Virtual	1	City, WY, Carollo
005	Workshop 5: Supply Evaluation	In Person & Virtual	1	City, WY, Carollo
006	Workshop 6: Storage, Pumping, and Treatment Capacity Evaluation	Virtual	2	City, WY, Carollo
007	Workshop 7: Distribution System Evaluation	Virtual	2	City, WY, Carollo
008	Staff Interviews (Three Meetings)	In Person	2	City, WY
008	Workshop 8: O&M Evaluation	Virtual	2	City, WY
009	Workshop 9: WQ Regulations Evaluation	Virtual	1	City, WY, Carollo
010	Workshop 10: Climate Resilience	In Person & Virtual	2	City, WY
011	Workshop 11: Capital Improvement Plan	Virtual	2	City, WY, Carollo
012	Workshop 12: Financial Plan	Virtual	2	All
013	Workshop 13: City Draft Plan Review	Virtual	2	All
013	DOH Meeting to Review Comments	Virtual	2	City, WY
013	City Council/Public Meeting	In Person	2	City, WY
014	Monthly Project Status Meetings	Virtual	1	City, WY

General Assumptions

- Deliverables: Unless otherwise noted, all deliverables will be provided electronically in Microsoft Word, Excel, or portable digital file (pdf) version.
- City Comments: The City will consolidate comments on draft deliverables to provide to Consultant for all draft Chapters and deliverables. The City will provide comments within a timely manner to allow project continuity and meet the proposed schedule.
- Workshops: Unless otherwise noted, all workshops will be held virtually using Microsoft Teams.
- In providing opinions of cost, financial analyses, economic feasibility projections, schedules, and quantity and/or quality estimates for potential projects, the Consultant has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; the incoming water quality and/or quantity; the way City's plant(s) and/or associated processes are operated and/or maintained; and other

economic and operational factors that may materially affect the ultimate project elements, including, but not limited to, cost or schedule. Therefore, the Consultant makes no warranty that the City's actual project costs, financial aspects, economic feasibility, schedules, and/or quantities or quality realized will not vary from the Consultant's opinions, analyses, projections, or estimates.

- The Consultant shall complete the services required hereunder in accordance with the prevailing engineering standard of care by exercising the skill and ability ordinarily required of engineers performing the same or similar services, under the same or similar circumstances, in the State of Washington.
- The services to be performed by the Consultant are intended solely for the benefit of the City. No person or entity not a signatory to the Agreement shall be entitled to rely on the Consultant's performance of its services hereunder, and no right to assert a claim against the Consultant by assignment of indemnity rights or otherwise shall accrue to a third party as a result of the Agreement or the performance of the Consultant's services hereunder.

TASK 001. DATA COLLECTION

This task involves gathering and reviewing all essential information to establish the foundation for the CWSP. The process includes identifying existing data sources, validating system information, and organizing findings to support subsequent tasks.

Task 1.1. Host Pre-Plan Meeting with DOH

- Facilitate a meeting with the DOH to confirm project scope and expectations.¹
- Discuss DOH planning priorities, data requirements, and timelines. 1

Task 1.2. Prepare Data Request

- Identify required documents, historical studies, and operational records. 1
- Maintain a record of the date and location of received data for use among team members.

Task 1.3. Hold Workshop 1: Kickoff Meeting

- Prepare agenda and recommended attendee list and submit to the City.
- Schedule and hold Workshop 1: Kickoff Meeting.

Task 1.4. Compile System Information

- Collect current and historical system data, including system maps, asset inventory, water production, and consumption records.
- Verify and organize all data to facilitate modeling and evaluations in later tasks.
- Review existing plans, reports, and studies related to the water system.
- Review and document duty to serve, local government consistency, and watershed plan consistency, per DOH guidelines for Chapter 1.
- Identify gaps and ensure alignment with CWSP requirements.

Task 1.5 Prepare Draft Chapter 1: Water System Description

- Prepare and update water system maps.
- Update the City's hydraulic profile. Provide example profiles for the City's preference.
- Prepare and submit Draft Chapter 1.

Meetings

- DOH Pre-Plan Conference.
- Workshop 1: Kickoff Meeting.

Task 1 Assumptions

- The City will provide all elements in the data request within the agreed timeline to maintain project progress.
- The DOH Pre-Plan meeting will be no longer than 2.5 hours in duration.

Task 1 Deliverables

- Formal data request document that will also act as a data request log.
- Draft Chapter 1: Water System Description.

TASK 002. POLICIES AND CRITERIA

This task reviews and defines the policies, evaluation criteria, and performance standards that will form the foundation for system analysis and planning. The task focuses on defining Level of Service (LOS) goals and preparing supporting documentation to guide subsequent evaluations. Carollo will lead Task 002.

Task 2.1. Develop Level of Service Goals (for Normal and Emergency Conditions)

- Develop Level of Service (LOS) goals for both normal operations and emergency conditions.
- Define pumping and storage evaluation criteria while considering DOH options.

- Establish minimum and maximum hydraulic criteria to guide system performance evaluations.

Task 2.2. Hold Workshop 2: Policies and Criteria

- Facilitate Workshop 2 to present and review Level of Service goals, pumping and storage criteria, and hydraulic performance standards.
- Gather feedback from City staff to confirm and refine policies and criteria.

Task 2.3. Prepare Draft Appendix A: Policies, Design, and Performance Criteria

- Prepare Draft Appendix 1A summarizing agreed-upon policies, design standards, and hydraulic performance criteria.

Meetings

- Workshop 2: Policies and Criteria.

Task 2 Assumptions

- None.

Task 2 Deliverables

- Carollo will provide workshop agenda, presentation materials, and meeting notes.
- Carollo will prepare draft Appendix 1A: Policies, Design, and Performance Criteria.

TASK 003. HYDRAULIC MODEL UPDATE & CALIBRATION

This task involves updating and calibrating the City's hydraulic model to ensure it accurately reflects current system conditions and can reliably simulate future scenarios. The calibrated model will be used for system evaluations and capital improvement planning.

Task 3.1. Update Hydraulic Model: Import Updated Facility Information, Demands, and Diurnal Curves

- Update model facility data, including newly constructed or abandoned infrastructure represented in GIS and As-Built Construction Documents.
- Allocate existing demands using information from Task 004.
- Ensure consistency and completeness of the imported information.

Task 3.2. Create Scenarios

This task includes developing hydraulic modeling scenarios for existing, 10-year, and 20-year ADD, MDD, fire flow scenarios.

- Develop diurnal curves for each pressure zone, provided data is available, using SCADA data.
- Develop curves for Average Day Demand (ADD) and Maximum Day Demand (MDD).
- Simulate system demands and integrate operations data using extended period simulations (EPS) for:
 - ADD
 - MDD (includes peak hour demand)
- Simulate emergency conditions using steady state simulation for:
 - MDD plus Fire Flow

Task 3.3. Calibrate and Validate Hydraulic Model

- Place up to five (5) hydrant pressure recorders (HPRs) at key locations in the system to gather supplemental system pressure data. It is assumed HPRs will not be placed in the smaller pressure zones (Terrace High, Lincoln High and Evergreen High). Record system pressures for one week.
- The City will select locations and perform up to four (4) hydrant tests during the period the HPRs are placed in the system.
- Perform model calibration and validation using field data, SCADA inputs, and system observations.

Task 3.4. Hold Workshop 3: Model Update and Calibration

- Facilitate Workshop 3 to present updated model results and calibration findings.
- Review existing and buildout scenarios and solicit feedback from City staff.

Task 3.5. Prepare Draft Appendix 3A: Hydraulic Model Update and Calibration

- Prepare Draft Appendix 3A, summarizing:
 - Model updates and inputs.
 - Calibration process and results.
 - Existing and buildout demand scenarios.

Meetings

- Workshop 3: Model Update & Calibration.

Task 3 Assumptions

- The Client will provide updated system data in GIS or PDF records, SCADA records, production, pumping, and reservoir operations for different times of the year, and access to field testing locations as requested in the Data Request.
- The Client will provide list of key locations for up to five (5) HPRs to be installed in the system to gather supplemental pressure data to use for calibration.
- West Yost will provide five (5) HPRs to be installed on hydrants identified by the Client.
- The Client will perform up to four (4) hydrant tests while the HPRs are installed in the system.

Task 3 Deliverables

- Calibrated Hydraulic Model.
- Draft Appendix 3A: Hydraulic Model Update and Calibration.

TASK 004. DEMAND PROJECTIONS & WATER USE EFFICIENCY PROGRAM

This task focuses on developing future water demand projections and updating the Water Use Efficiency (WUE) program to ensure the system can meet future needs while aligning with conservation goals. Carollo will lead Task 004.

Task 4.1. Coordinate and Hold Planning Department Interviews

- Engage with the Planning Department to collect land use, zoning, and growth projections, and discuss projections assumptions.

Task 4.2. Develop Demand Projections

- Demand projections will be developed for 10 years and 20 years.

4.2.1 Demographic Analysis

- Demographic projections will be developed for 10 years and 20 years. Estimate the number of accounts in each pressure zone based on existing customers and vacant and partially vacant lands. Use data from the City to project the number of accounts in the 10-year and 20-year planning horizon. Establish 20-year planning horizons demographic projections using historical growth rates. Incorporate City comments to finalize demographic projections.

4.2.2 Historical Consumption/Production

- Summarize historical water consumption and production information, consisting of average day demands (ADD) and maximum day demands (MDD), accounted-for revenue water uses, estimated water loss and leakage planning

values, and establish equivalent residential unit (ERU) values for the different customer classes. Data will be compared to the detailed analysis of historical consumption performed by the City.

4.2.3 Estimate the future ADD and MDD

- Estimate future water demand for each pressure zone based on the demographic projections and historical ERU demand. Average, high, and low estimates of the future water demand will be determined for the ADD and MDD. The range will be based on the statistical variation in the historical ERU demand, leakage values, conservation goals, and climate change projections. Up to 10 of the City's largest connections, and wholesale water customers will be evaluated and projected separately and added to other projected system demands.

4.2.4 Demand Model

- Provide excel database with projected ERUs and resulting demand for City's use in future updates.

Task 4.3. Update Water Use Efficiency Program

- Provide analysis of historical consumption and DSL trends equivalent to that provided in the previous Plan. Work with the City to confirm WUE goals that align with the City's goals and are realistic as informed by historical water consumption trends.

Task 4.4. Hold Workshop 4: Demand Projections

- Facilitate Workshop 4 to review and discuss demand projection results and methodologies, updates to the WUE program, and gather feedback from City staff to finalize the deliverables.

Task 4.5. Prepare Draft Chapter 2: Basis of Planning

- Prepare Draft Chapter 2 summarizing demand projections, population forecasts, and planning assumptions, and methodologies and key findings to support system planning.

Task 4.6. Prepare Draft Chapter 4: Water Use Efficiency Program

- Prepare Draft Chapter 4 outlining strategies for meeting water use efficiency goals. Detail recommended programs and initiatives for implementation.

Meetings

- Planning Department Interviews.

- Workshop 4: Demand Projections.

Task 4 Assumptions

- The Client will provide access to relevant planning documents, historical demand data, and staff for interviews.
- No site visits will be performed.
- Low, planning, and high demand scenarios on the 10 year and 20-year planning horizon will be performed.
- City will provide guidance on water use efficiency goals.
- The portion of Chapter 2 related to demand projections will be developed as part of this task

Task 4 Deliverables

- Demand projections in Microsoft Excel database.
- Draft Chapter 2: Basis of Planning.
- Draft Chapter 4: Water Use Efficiency Program.

TASK 005. SUPPLY EVALUATION

This task focuses on summarizing the City's water supply characteristics, evaluating supply reliability, and documenting findings to inform future planning efforts. Carollo will lead Task 005 supply evaluation. Consultant will lead Task 005 wellhead protection program.

Task 5.1. Summarize Water Supply Characteristics

- Update the Water Rights Self-Assessment form from the City's last water system plan and include any edits recommended by the City. The Consultant will verify that the attributes of the water-right authorizations are consistent with the City's use of the supply sources.

Task 5.2. Evaluate Supply Reliability

- Evaluate the City's ability to provide water supply in accordance with the City's confirmed reliability and supply criteria for the 10- and 20-year projected demands within the whole system and each pressure zone. Identify and summarize additional supplies or improvements as needed. Potential sources of supply may include new wells or reclaimed water.
- Develop a water supply strategy plan to meet all system demands for the planning period. The strategy may include the identification of new water rights or water right modifications to meet long term supply needs.

Task 5.3. Wellhead Protection Plan

- Provide an overview of the City's Wellhead Protection Plan (WHPP), including the history, cost, level of effort and program successes.
- Summarize the susceptibility assessment for each water station, describe methodology and provide maps for wellhead protection area delineation risk.
- Update the contaminant source inventory list and provide copies of the current notification letter templates.
- Summarize the City's contingency planning, water resources protection strategies and water resources protection ordinance.

Task 5.4. Hold Workshop 5: Supply Evaluation

- Present findings on supply characteristics and reliability. Discuss potential improvements and future supply options.

Task 5.5. Prepare Draft Chapter 2: Basis of Planning

- Prepare Draft Chapter 2 including water supply characteristics and reliability findings, supporting data, assumptions, and recommendations for improving supply reliability.

Task 5.6. Prepare Draft Chapter 5: Source Water Protection

- Prepare Draft Chapter 5, and associated appendices, including the history of the City's WHPP, susceptibility assessments, and discussion for wellhead protection area delineation methodology.

Meetings

- Workshop 5: Supply Evaluation.

Task 5 Assumptions

- The City will provide up-to-date water supply data, including water rights, production records, and operational constraints.
- City will provide Sanitary Control Area (in GIS format), legal documentation (records/declarations of covenants restricting use of land), susceptibility assessment for each source, wellhead protection area delineation maps, methods for how these were calculated, current contaminant source inventory, copy of most recent letter template to notify land owners with potential contaminant sources, most recent template used to notify state and local agencies of finding.
- The portion of Chapter 2 related to supply will be developed as part of this task.

- Planning horizons are 10 and 20 years.

Task 5 Deliverables

- Draft Chapter 2: Basis of Planning, summarizing water supply characteristics and reliability.
- Draft Chapter 5: Source Water Protection.

TASK 006. STORAGE, PUMPING, & TREATMENT CAPACITY EVALUATION

This task involves assessing the City of Vancouver's current and projected storage, pumping, and treatment capacities to ensure they meet existing and future needs. The evaluation will identify limiting factors in pressure zones and recommend capacity improvements.

Task 6.1. Evaluate Storage, Pumping, and Treatment Capacity

- Evaluate storage, pumping, and treatment capacities for each zone for current and 20-year demand projections using established criteria developed in Task 002.

Task 6.2. Summarize Existing and Buildout Pressure Zone Limiting Factors

- Identify operational and capacity constraints within existing pressure zones.
- Analyze how limitations in storage, pumping, or treatment impact overall system performance.
- Propose mitigation strategies to address limiting factors.

Task 6.3. Identify Storage, Pumping, and Treatment Capacity Improvements

- Develop a list of storage, pumping, and treatment improvements to address identified capacity deficiencies.

Task 6.4. Hold Workshop 6: Storage, Pumping, and Treatment Capacity Evaluation

- Facilitate a workshop with City staff to review findings and validate proposed improvements.
- Gather feedback and refine evaluations based on operational insights.

Task 6.5. Prepare Draft Appendix 3B: Storage Capacity Evaluation, 3C: Pumping & Treatment Capacity Evaluation

- Draft detailed appendices summarizing the evaluation methodology, findings, and recommendations. Include technical data, charts, and maps to support findings.

Meetings

- Workshop 6: Storage, Pumping, and Treatment Capacity Evaluation.

Task 6 Assumptions

- Treatment and pumping facilities are both limiting factors in the water production and supply into pressure zones and will therefore be evaluated together. Recommendations will address both treatment and pumping capacity deficiencies, if identified.

Task 6 Deliverable

- Draft Appendices 3B: Storage Capacity Evaluation, 3C: Pumping & Treatment Capacity Evaluation.

TASK 007. DISTRIBUTION SYSTEM EVALUATION

This task focuses on evaluating the existing and future performance of the distribution system, specifically analyzing fire flow and peak hour demand (PHD). It identifies deficiencies and proposes improvements to support system capacity and resilience. Findings will be documented in an appendix and shared through a workshop.

Task 7.1. Evaluate Distribution System Fire Flow and PHD Performance.

- Using the calibrated model, evaluate current fire flow and PHD performance across the distribution system. Prepare maps identifying deficiencies under both current and future (20-year) conditions.

Task 7.2. Identify Existing and Buildout Distribution System Capacity Improvements

- Propose system upgrades and new infrastructure to address identified deficiencies. Align proposed improvements with regulatory requirements and long-term system goals.
- Evaluate improvement options using the hydraulic model. Prepare system maps predicting improvements to fire flow and PHD after implementing recommended improvements in the model.

Task 7.3 Review Existing Asset Management Data and Asset Inventory

- Review the City's existing asset data, including condition rating approach, and performance metrics. Recommend improvements to Asset Management approach.

Task 7.4. Hold Workshop 7: Distribution System Evaluation

- Facilitate a workshop with City staff to present evaluation findings and proposed improvements.
- Gather feedback and refine recommendations based on operational insights and priorities.

Task 7.5. Prepare Draft Appendix 3D: Distribution System Capacity Evaluation

- Document the distribution system evaluation process, findings, and recommendations in Appendix 3D.
- Include supporting data, maps, and performance metrics for clarity and reference.

Task 7.6. Draft Chapter 3: System Analysis and Asset Management

- Incorporate system evaluation and asset management results from Tasks 6, 7, and 9 into Draft Chapter 3 as outlined by the DOH CWSP Guidelines.

Meetings

- Workshop 7: Distribution System Evaluation.

Task 7 Assumptions

- Hydraulic model update and calibration will be complete prior to starting this task.

Task 7 Deliverables

- Draft Appendix 3D: Distribution System Capacity Evaluation.
- Draft Chapter 3: System Analysis and Asset Management.

TASK 008. OPERATIONS & MAINTENANCE EVALUATION

This task involves comprehensive documentation of the City's operations and maintenance (O&M) practices. It aims to identify areas for improvement, ensure regulatory compliance, and strengthen system reliability and efficiency.

Task 8.1 Interview Operations and Maintenance Staff

- Conduct up to two (2) interviews with key O&M staff to gather insights into current practices, challenges, and areas requiring improvement. The two meetings are assumed to cover: SCADA and General Operational Issues.

Task 8.2 Review Operation and Maintenance Program

- Summarize the O&M staff positions including roles and responsibilities, certifications, and chain of command. Document recordkeeping, reporting, and customer complaint program. Summarize sanitary survey findings.
- Evaluate staffing levels for adequacy following state guidance.
- Summarize current system operations, preventative maintenance program, equipment, supplies, and chemical handling.
- Summarize the wellhead and distribution system water quality monitoring and reporting programs, including coliform monitoring. Provide a coliform monitoring map.
- Evaluate SCADA system effectiveness and potential improvements.
- Identify deficiencies and potential improvements to operations and maintenance.

Task 8.3 Review Cross-Connection Control (CCC) Program

- Review the City's existing CCC Program. Document the status of each of the ten required elements for a CCC Program per WAC 246-290-490. Identify any recommended improvements for the CCC Program.

Task 8.4 Hold Workshop 8: O&M Evaluation

- Facilitate a 2-hour workshop with City staff to present findings and proposed improvements.
- Gather feedback and refine recommendations based on operational insights.

Task 8.5 Prepare Draft Chapter 6: Operations & Maintenance Program

- Summarize the results of all Task 8 subtasks into Draft Chapter 6. Summarize the existing Emergency Response Plan prepared in 2018 as part of the City's AWIA requirements.
- Include all required elements for Chapter 6.

Meetings

- Up to two (2) staff interviews covering general O&M and SCADA system.
- Workshop 8: O&M Evaluation.

Task 8 Assumptions

- The City's CCC Plan is currently being updated by City staff. It is assumed it will meet all state and DOH guidelines.
- The City's Water Shortage Response Plan does not require updating.
- The City will provide an organizational chart for O&M staff.
- The City will provide certification status for all O&M staff.
- The City will provide locations of coliform monitoring.
- The City will provide the existing Emergency Response Plan.
- Detailed condition assessments for individual facility components are not included in this Plan.
- Asset data will be included in Draft Chapter 3 per DOH Guidelines.

Task 8 Deliverables

- Appendix 3F: Asset Inventory Tables.
- Draft Chapter 6: Operation & Maintenance Program and submit for review.
- The City will prepare Chapter 7: Distribution Facilities Design & Construction Standards.

TASK 009. WATER QUALITY EVALUATION

This task focuses on assessing the City's water quality, regulatory compliance, and planning for future improvements. It includes an evaluation of current and future requirements, the City's PFAS approach, source water quality, and contaminant monitoring plans, culminating in the identification of capital improvements and documentation. Carollo will lead Task 009.

Task 9.1. Summarize Existing and Future Regulatory Requirements.

- Summarize current and upcoming regulations affecting water quality. Summarize the impacts to the City's distribution system.

Task 9.2. Review City's PFAS Approach and Identify Improvements

- Evaluate the City's approach to PFAS. Recommend potential improvements to monitoring and mitigation strategies. Recommend capital improvements necessary to meet regulatory requirements and improve water quality.

Task 9.3. Source Water Quality Analysis

- Assess the quality of current water sources and identify potential issues. Document raw and finished water quality trends over time, water quality testing certification requirements, any MCL violations and actions taken to address them per DOH guidelines.

Task 9.4. Review Contaminant Monitoring Plans

- Review existing monitoring plans for compliance and provide comments. No update to these plans will be made.

Task 9.5. Identify Water Quality and Regulatory Capital Improvements

- Develop a prioritized list of capital improvements to address water quality issues and regulatory requirements.

Task 9.6. Hold Workshop 9: Water Quality Regulations Evaluation

- Facilitate a workshop with City staff to review findings, discuss proposed improvements, and gather feedback.
- Refine recommendations based on input from stakeholders.

Task 9.7. Draft Appendix 3E – Water Quality Evaluation

- Document the findings and recommendations in Draft Appendix 3E Water Quality Evaluation.

Meetings

- Workshop 9: Water Quality Evaluation.

Task 9 Assumptions

- City's contaminant monitoring plans will be included as an appendix.

Task 9 Deliverables

- Draft Appendix 3E, summarizing water quality findings and recommendations.

TASK 010. CLIMATE RESILIENCE EVALUATION

This task focuses on evaluating climate resilience to meet the recently adopted Revised Code of Washington (RCW) 43.20.310 regarding incorporating climate resilience into water system plans.

Task 10.1 Evaluate Climate Resilience and Greenhouse Gas Emissions Reduction

- Perform a high-level evaluation of impacts of climate change on the water system, considering potential increased demands, reduced supply, higher risk of flooding, extreme storm events, extreme heat, wildfire, and smoke. Integrate components of the City's Climate Emergency Action Plan to identify recommendations to mitigate risks.

- Identify opportunities to reduce greenhouse gas emissions.

Task 10.2. Hold Workshop 10: Climate Resilience

- Facilitate a workshop to review results of the climate resilience evaluation.
- Gather feedback to refine the proposed recommendations.

Task 10.3. Prepare Draft Appendix 8A: Climate Resilience Evaluation

- Document the findings and recommendations from this task in Draft Appendix 8A.
- Include supporting data, analysis, and justifications for proposed improvements.

Meetings

- Workshop 10. Climate Resilience.

Task 10 Assumptions:

- This task does not include a comprehensive risk analysis and mitigation plan for climate impacts as the new state code is not required of the City for this CWSP update.

Task 10 Deliverables

- Appendix 8A: Climate Resilience Evaluation.

TASK 011. CAPITAL IMPROVEMENT PLAN

This task focuses on developing a comprehensive Capital Improvement Plan (CIP) to address system needs identified in the evaluation process. The task includes cost estimation, prioritization, scheduling, and documentation of improvements. Carollo will lead Task 011.

Task 11.1. Estimate Costs of Recommended Capital Improvements

- Develop planning level cost estimates for all recommended projects using costs provided in other planning efforts. Cost estimates for construction, engineering, permitting, and other contingencies will be prepared; all costs will be given in 2025 dollars.

Task 11.2. Prioritize and Schedule Capital Improvements

- Identify and describe CIP projects from prior tasks and existing City planning. Prepare a description of each project. Establish project prioritization with the City in Workshop 12. A recommended implementation date will be defined for each CIP project. Each CIP project will also estimate existing vs future customers benefits in terms of a high-level percentage split. Develop a phased implementation schedule for short-term, mid-term, and long-term improvements.

Task 11.3. Hold Workshop 11: Capital Improvement Plan

- Facilitate a workshop with City staff to review the proposed CIP, prioritization, and scheduling.
- Gather feedback and refine the plan based on operational insights and stakeholder input.

Task 11.4. Prepare Draft Chapter 8: Capital Improvement Plan

- Document findings, cost estimates, and prioritization strategies in Draft Chapter 8.
- Include supporting data, tables, and graphics to enhance readability and transparency.

Task 11.5. Financial Evaluation Support and As-Needed CIP Revisions

- Collaborate with FCS to provide additional support and ensure alignment with the Capital Improvement Plan.

Meetings

- Workshop 11: Capital Improvement Plan.

Task 11 Assumptions

- City will share bid tabs from the past 2 years.
- City will provide recent project costs to use as the basis for planning estimates.
- City will review previous CIP and provide updates as needed.
- AACE Class-5 planning-level cost estimates will be used to develop total cost estimates for all projects.

Task 11 Deliverables

- Draft Chapter 8: Capital Improvement Plan.

TASK 012. FINANCIAL EVALUATION

This task involves evaluating the financial aspects of the water system, focusing on cost analysis, rate affordability, and updates to the financial plan. It aims to ensure the recommended CIP is affordable and meets the City's financial requirements. FCS will lead Task 012.

Task 12.1. Data Collection and Review

FCS will provide a data request outlining key information required to complete the study, reviewing data provided for the study and working with the project team to resolve questions and obtain additional records as needed. This task also includes the administrative efforts involved with the project including project initiation and management.

Task 12.2. Water Financial Plan

This task includes the development of a forecast of revenue requirements for the City's water utility over a ten-year time period. Key elements of this task include:

- Operating Forecast. Initially based on the City's water utility budget, the forecast of operating revenues and expenses will incorporate inflation and other cost increases (e.g., labor costs) as appropriate. The operating forecast will also incorporate any adjustments for anticipated changes in staffing and/or program activities.
- Capital Funding Plan. FCS will develop a funding plan that supports the completion of the planned capital projects through a mix of rate revenues, SDCs, developer contributions, existing reserves, and debt (if needed).
- Revenue Sufficiency Analysis. The revenue sufficiency analysis will evaluate the adequacy of current revenues in meeting both cash flow needs and any applicable debt service coverage requirements, developing a ten-year strategy of annual rate adjustments.

Task 12.3. Hold Workshop 12: Financial Plan

- Facilitate a workshop with City staff and stakeholders to review the updated financial plan.
- Present findings and gather feedback to refine the plan as needed.
- Attend up to two (2) additional meetings with City staff as needed.

Task 12.4. Prepare Draft Chapter 9: Financial Program

- Document the financial evaluation findings and recommendations in Draft Chapter 9.

- Include supporting data, charts, and analysis to provide a clear understanding of the financial program.

Meetings

- Workshop 13: Financial Plan.

Task 12 Assumptions

- The City will provide access to financial data, historical budget reports, and water rate information.
- Feedback from Workshop 13 will be provided within agreed timelines to finalize the financial program.

Task 12 Deliverables

- FCS will prepare Chapter 9: Financial Program and submit it for review.

TASK 013. PLAN DEVELOPMENT

This task involves consolidating all findings, analyses, and recommendations into a comprehensive water system plan. It includes drafting, reviewing, and finalizing the plan while preparing for public engagement and regulatory submission.

Task 13.1. Prepare City Draft Plan

- Compile all task deliverables into a cohesive draft of the Comprehensive Water System Plan (CWSP).
- Format all City-provided chapters and documents to align with overall format.
- Ensure consistency, accuracy, and alignment with regulatory requirements and the City's goals.

Task 13.2. Hold Workshop 13: City Draft Plan Review

- Facilitate a workshop to review the draft CWSP with City staff and stakeholders.
- Gather feedback to refine and finalize the plan.

Task 13.3. Prepare City DOH Draft Plan

- Revise the draft CWSP based on feedback from Workshop 14.
- Format the plan to meet Department of Health (DOH) submission requirements.

Task 13.4. Prepare Final Plan

- Attend a meeting with DOH to review DOH comments.
- Incorporate DOH comments and finalize the CWSP for approval and adoption.

Task 13.5. Attend Public Meeting

- Develop materials, presentations, and supporting documentation to present the Plan at a public meeting, such as a City Council meeting.
- Coordinate with City staff to address potential public concerns into Final Plan.

Meetings

- Workshop 13: City Draft Plan Review.
- DOH Meeting to Review Comments.
- Public Meeting.

Task 13 Assumptions

- The City will review and provide comments to the Draft Plan by February 15, 2026 to allow time to revise the Draft Plan for submittal to DOH by March 1, 2026.
- The Public Meeting will occur before final adoption of the Plan.
- The City will prepare Chapter 10: Miscellaneous Documents

Task 13 Deliverables

- City Draft Plan (for City review).
- DOH Draft Plan (for DOH review).
- Final Plan (for adoption and implementation).

TASK 014. PROJECT MANAGEMENT

This task involves overseeing the project's overall progress, managing resources, and ensuring the timely delivery of all components. Regular meetings, status updates, and budget tracking are key elements to maintaining alignment and accountability throughout the project.

Task 14.1. Project Setup and Resource Management

- Host an internal kickoff meeting to confirm project scope, objectives, and timelines.
- Assign and manage resources effectively to ensure project tasks are completed efficiently.
- Lead bi-weekly internal meetings to monitor progress and address any challenges.

Task 14.2. Monthly Project Status Meetings

- Conduct monthly status meetings with the project team and stakeholders to review progress, address issues, and ensure alignment with project goals.
- Prepare detailed agendas and notes to document discussions and follow-up actions.

Task 14.3. Track Project Budget and Schedule

- Monitor the project budget and timeline to ensure adherence to approved parameters.
- Prepare and submit monthly invoices and status reports to keep stakeholders informed of financial and scheduling performance.

Meetings

- Monthly project status meetings.

Task 14 Assumptions

- Project duration is 20 months, but only 14 months are actively working.

Task 14 Deliverables

- Monthly invoices and project status reports.
- Detailed project schedule and up to two (2) updates.

TASK 015. CONTINGENCY TASKS

This task covers any elements of the plan unforeseen or added by the DOH, training for City staff, and any task items requiring additional effort as approved by the City. Performance of these tasks is dependent on receiving written authorization from the City.

Task 15.1 Washington DOH Additional Requirements

- Include any additional specific requirements identified by the state DOH after the scheduled February 13 Pre-Plan meeting.

Task 15.2 Model Training

- Provide hydraulic model training for staff. Specific details and level of effort can be developed with the City.

Task 15.3 Water SDC Update

- Review the City's water SDCs. Determine the number of equivalent units that the City's water system can serve, given the operational capacity of the City's water system facilities and the existing utilization of those facilities by existing customers.
- Update the cost basis for the SDC to reflect a current inventory of existing assets, the accrual of interest on existing assets, and the most recent cost estimates for projects developed as part of the CWSP as allowed by RCW 35.92.025.

Task 15.4 Additional Level of Detail on Task Items

- Additional meetings if needed.
- Additional effort required for specific tasks. Examples are:
- Hydrant testing: develop hydrant testing plan and perform field hydrant tests to further calibrate hydraulic model (checking if pipe friction factors have further declined);
- Additional modeling for specific operational conditions/challenges;
- Develop an electronic CIP tool using Excel to assist the City with future budgeting. Each project will be listed on a separate tab including project description, justification, estimated cost, and recommended year for implementation. City staff will be provided with the ability to adjust indirect costs and escalation factors. A copy of the electronic CIP will be provided to the City staff. The Consultant will train City staff on using the CIP Tool.

Task 15.5 On-Call Services

- Provide on-call modeling and other engineering support services for up to one year after plan completion.
- CIP Program implementation support

Meetings

- SCADA focused site visits at up to three (3) representative sites.

Task 15 Assumptions

- To be developed for individual tasks.

Task 15 Deliverables

- To be developed for individual tasks.

DELIVERABLES

The following table summarizes all deliverable anticipated for this project.

Table 2. Estimated Project Hours and Budget		
Task	Deliverable Name	Primary Responsible Party
All	Meeting Agendas and Notes	West Yost
014	Monthly Invoicing and Progress Reports	West Yost
001	Formal Data Request	West Yost
001	Draft Chapter 1: Water System Description	West Yost
002	Draft Appendix 1A: Policies, Design, and Performance Criteria	Carollo
004 & 005	Draft Chapter 2: Basis of Planning	Carollo
006,007, 008, 009	Draft Chapter 3: System Analysis and Asset Management of the CWSP	West Yost & Carollo
003	Draft Appendix 3A: Hydraulic Model Update and Calibration	West Yost
006	Draft Appendix 3B: Storage Capacity Evaluation	West Yost
006	Draft Appendix 3C: Pumping & Treatment Capacity Evaluation	West Yost
007	Draft Appendix 3D: Distribution System Capacity Evaluation	West Yost
009	Draft Appendix 3E: Water Quality Evaluation	Carollo
008	Draft Appendix 3F: Asset Inventory	City
004	Draft Chapter 4: Water Use Efficiency Program	Carollo
005	Draft Chapter 5: Wellhead Protection Program	West Yost
008	Draft Chapter 6: Operations & Maintenance Program	West Yost
011	Draft Chapter 8: Capital Improvement Plan	West Yost
010	Draft Appendix 8A: Climate Resilience Evaluation	West Yost
012	Draft Chapter 9: Financial Program	FCS
013	City Draft Plan	West Yost
013	DOH Draft Plan	West Yost
013	Final Plan	West Yost
003	Updated and Calibrated Hydraulic Model	West Yost
004	Demand Projections Spreadsheet	Carollo
All	All supporting documentation in MS Word	West Yost
Provided by City		
-	Chapter 7: Distribution Facilities Design & Construction Standards	City
-	Chapter 10: Miscellaneous Documents	City

SCHEDULE

West Yost is prepared to deliver the Draft CWSP to the DOH by March 1, 2026 to meet the City's deadline. The DOH review of the draft plan is anticipated to take between 3 and 6 months. Once comments are received, West Yost will revise the Plan and resubmit

to the City and DOH within 2 months. West Yost anticipates an overall project duration to be 20 months, but only 14 months of activity.

EXHIBIT “B”: Fee Schedule

West Yost’s proposed level of effort and budget for each of the tasks described above is shown in Table 3. West Yost will perform the scope of services described above on a time-and-expenses basis, at the billing rates set forth in West Yost’s attached 2025/2026 Billing Rate Schedule (Attachment A), with a not-to exceed budget of \$590,641. Any additional services not included in this scope of services will be performed only after receiving written authorization and a corresponding budget augmentation.

Table 3. Estimated Project Hours and Budget		
Task	Level of Effort, hours	Estimated Budget, dollars
Task 1. Data Collection	121*	34,668
Task 2. Policies and Criteria	10*	18,558
Task 3. Hydraulic Model Update & Calibration	252	62,004
Task 4. Demand Projections & Water Use Efficiency Program	34*	54,650
Task 5. Supply Evaluation	134*	58,081
Task 6. Storage, Pumping, & Treatment Capacity Evaluation	164	38,476
Task 7. Distribution System Evaluation	189	44,983
Task 8. Operations & Maintenance Evaluation	88	21,664
Task 9. Water Quality Evaluation	8*	40,544
Task 10. System Resilience Evaluation	42	10,369
Task 11. Capital Improvement Plan	28*	56,005
Task 12. Financial Evaluation	8*	35,371
Task 13. Plan Development	167*	56,195
Task 14. Project Management	136*	59,073
Total Project Hours and Budget without Contingency Tasks	1,381*	\$590,641
Task 15. Contingency Tasks		
15.01 DOH Additional Tasks	22	5,614
15.02 Model Training	32	10,002
15.03 SDC Update	2*	11,249
15.04 Additional Detail on Tasks Above	2*	17,409
15.05 On Call Services	54	13,945
Total Contingency Task	112*	\$5,8219
Total Project Hours and Budget with Contingency Tasks	1,493*	\$648,860
* Denotes tasks with additional hours by sub-consultants.		

2025 Billing Rate Schedule

(Effective January 1, 2025, through December 31, 2025)*

POSITIONS	LABOR CHARGES (DOLLARS PER HOUR)
ENGINEERING	
Principal/Vice President	\$373
Engineer/Scientist/Geologist Manager I / II	\$352 / \$369
Principal Engineer/Scientist/Geologist I / II	\$317 / \$338
Senior Engineer/Scientist/Geologist I / II	\$286 / \$300
Associate Engineer/Scientist/Geologist I / II	\$237 / \$255
Engineer/Scientist/Geologist I / II	\$185 / \$215
Engineering Aide	\$111
Field Monitoring Services	\$138
Administrative I / II / III / IV	\$102 / \$127 / \$152 / \$168
ENGINEERING TECHNOLOGY	
Engineering Tech Manager I / II	\$366 / \$369
Principal Tech Specialist I / II	\$336 / \$348
Senior Tech Specialist I / II	\$308 / \$321
Senior GIS Analyst	\$278
GIS Analyst	\$264
Technical Specialist I / II / III / IV	\$196 / \$224 / \$251 / \$280
Technical Analyst I / II	\$141 / \$168
Technical Analyst Intern	\$113
Cross-Connection Control Specialist I / II / III / IV	\$147 / \$159 / \$179 / \$198
CAD Manager	\$222
CAD Designer I / II	\$172 / \$194
CONSTRUCTION MANAGEMENT	
Senior Construction Manager	\$355
Construction Manager I / II / III / IV	\$211 / \$226 / \$239 / \$303
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	\$190 / \$211 / \$235 / \$244
Apprentice Inspector	\$172
CM Administrative I / II	\$91 / \$124
Field Services	\$244

- Hourly rates include charges for technology and communication, such as general and CAD computer software, telephone calls, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.
- Outside services, such as vendor reproductions, prints, and shipping; major West Yost reproduction efforts; as well as engineering supplies, etc., will be billed at the actual cost plus 15%.
- The Federal Mileage Rate will be used for mileage charges and will be based on the Federal Mileage Rate applicable to when the mileage costs were incurred. Travel other than mileage will be billed at cost.
- Subconsultants will be billed at actual cost plus 10%.
- Expert witness services, research, technical review, analysis, preparation, and meetings will be billed at 150% of standard hourly rates. Expert witness testimony and depositions will be billed at 200% of standard hourly rates.
- A finance charge of 1.5% per month (an annual rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

2025 Billing Rate Schedule

(Effective January 1, 2025, through December 31, 2025)*

Equipment Charges

EQUIPMENT	BILLING RATES
2" Purge Pump & Control Box	\$300 / day
Aquacalc / Pygmy or AA Flow Meter	\$28 / day
Emergency SCADA System	\$35 / day
Field Vehicles (Groundwater)	\$1.02 / mile
Gas Detector	\$80 / day
Generator	\$60 / day
Hydrant Pressure Gauge	\$10 / day
Hydrant Pressure Recorder, Impulse (Transient)	\$55 / day
Hydrant Pressure Recorder, Standard	\$40 / day
Low Flow Pump Back Pack	\$135 / day
Low Flow Pump Controller	\$200 / day
Powers Water Level Meter	\$32 / day
Precision Water Level Meter 300ft	\$30 / day
Precision Water Level Meter 500ft	\$40 / day
Precision Water Level Meter 700ft	\$45 / day
QED Sample Pro Bladder Pump	\$65 / day
Skydio 2+ Drone (2 hour minimum)	\$100 / hour
Storage Tank	\$20 / day
Sump Pump	\$24 / day
Transducer Communications Cable	\$10 / day
Transducer Components (per installation)	\$23 / day
Trimble GPS – Geo 7x	\$220 / day
Tube Length Counter	\$22 / day
Turbidity Meter	\$30 / day
Turbidity Meter (2100Q Portable)	\$35 / day
Vehicle (Construction Management)	\$10 / hour
Water Flow Probe Meter	\$20 / day
Water Quality Meter	\$50 / day
Water Quality Multimeter	\$185 / day
Well Sounder	\$30 / day

Staff Report: 037-25

To: Mayor and City Council
From: City Manager
Date: February 24, 2025

Subject

Professional Service Agreements - On-Call Wastewater Treatment Engineering Planning and Design Services

Key Points

- On-call, task order contracts allow for the efficient procurement of scope-specific and time-sensitive professional assistance.
- A Request for Qualifications (RFQ) was issued by the City for wastewater system planning and design with responses received by 16 firms.
- Responses were evaluated and 10 firms were selected to provide on-call wastewater system planning and design services in six separate categories of work.
- The contracts will be in place for a period of five years, with varying task order specific amounts to be determined dependent on the category of work and specific work needed.

Strategic Plan Alignment

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

Present Situation

Much of the City's wastewater treatment infrastructure and equipment are reaching the end of their remaining useful service life, and environmental regulatory requirements are rapidly evolving. On-call contracting allows for the City to respond to time-sensitive planning, design, construction and regulatory needs for the wastewater treatment plants, industrial pretreatment lagoon, and contractor-operated sewage and industrial wastewater pump stations.

Our Public Works engineering teams use on-call contracting as a time-efficient way to procure specific professional services as needed. In the on-call model, an RFQ is issued and a roster of the most qualified respondents is created using master contracts with overall not-to-exceed values. Then, as specific needs arise, the roster is used to select a qualified, pre-approved contractor for a task order assignment.

The City's Wastewater Treatment Engineering Capital Improvement Program (CIP) budget is increasing for this year (2025), as well as over the following biennial budget cycles. The CIP includes infrastructure and equipment rehabilitation and replacement projects and wastewater process improvement projects, which will require specialized engineering design services. Staff anticipates increasingly complex planning, monitoring, inspections and reporting requirements in the next renewal cycles for wastewater discharge permits and air permits.

The City issued an RFQ for on-call wastewater treatment engineering planning and design services in August 2024 and received 16 responses in September 2024. Projects requiring consulting services have been broken out into the following six categories:

1. Planning and Modeling;
2. Wastewater Systems Design;
3. Electrical Systems Design;
4. Regulatory Services;
5. Structural Engineering Services and Facilities Design; and
6. Construction Management and Inspection Services.

Consultants were asked to submit responses for categories that fall within their range of qualifications. Each category was reviewed by a review committee. After a review of all responses, the evaluation committee selected 10 consultants for on-call professional service contracts. Wastewater treatment engineering staff proposes to execute each contract for five years in the amounts and categories shown below.

Engineering Firm	Contract Amount	Work Categories
Brown and Caldwell	\$2,000,000	1, 2, 3, 4, 5
Conсор North America, Inc.	\$2,000,000	2, 6
David Evans and Associates, Inc.	\$1,000,000	3
HDR Engineering, Inc.	\$1,000,000	4
Jacobs Engineering Group, Inc.	\$2,000,000	1, 2, 4, 5, 6
Kennedy/Jenks Consultants Inc.	\$2,000,000	2, 5, 6
Stantec Consulting Services, Inc.	\$2,000,000	2, 3, 6
Wallis Engineering, PLLC	\$1,000,000	2
Water Systems Consulting, Inc.	\$1,000,000	1
West Yost	\$1,000,000	4

It's important to note that these contracts include "not-to-exceed" values. The actual individual task orders, which will be issued as needed, will include a more detailed scope and budget.

Advantage(s)

1. Provides immediate wastewater engineering planning and design services needed to assist City staff with the execution of both planned and unplanned projects.
2. Provides maximum flexibility to wastewater engineering staff to ensure all projects are adequately and professionally staffed.
3. Establishing on-call contracts now, and subsequent task orders as needed, is a time efficient method for procuring professional services.
4. Allows for the timely hiring of consultants that are specialized in specific disciplines that meet project and regulatory needs of Vancouver's wastewater treatment plants.

Challenge(s)

Using consultants can be more costly than using City staff. However, the short-term nature of on-call task assignments creates an as-needed, short-term supplement to City staff and specialized services during peak workloads at a reasonable cost.

Budget Impact

No added budget is required for these contracts. Projects identified for completion are within the City's Six-Year Capital Improvement Program. Also, dedicated funds for planning and regulatory services are included in the Wastewater Treatment operating fund. Expenditures for task orders executed from these on-call contracts will be funded from the applicable project's budget.

Prior Council Review

None

Action Requested

On Monday, February 24, 2025, authorize the City Manager, or designee, to execute Professional Service Agreements in the amounts listed above with Brown and Caldwell; Consor North America, Inc.; David Evans and Associates, Inc; HDR Engineering, Inc.; Jacobs Engineering Group, Inc.; Kennedy/Jenks Consultants, Inc.; Stantec Consulting Services, Inc.; Wallis Engineering, PLLC; Water Systems Consulting, Inc; and West Yost for wastewater engineering planning and design services on an as-needed basis for five years.

Staff Contact

Frank Dick, Wastewater Treatment Program Manager, frank.dick@cityofvancouver.us

Attachments:

1. Westside WWTF Vicinity Map
2. Marine Park WWTF Vicinity Map
3. Industrial Pretreatment Lagoon Vicinity Map
4. Contract C-101871 Brown
5. Contract C-101882 Consor
6. Contract C-101889 HDR
7. Contract C-101877 Jacobs
8. Contract C-101875 Kennedy
9. Contract C-101874 Stantec
10. Contract C-101883 Wallis
11. Contract C-101873 WSC
12. Contract C-101888 West
13. Contract C-101902 David



CITY OF
Vancouver
 WASHINGTON

Westside WWTF

Esri Community Map Contributors, County of Clark, WA, Oregon State Parks, State of Oregon GEO, WA State Parks GIS, ©OpenStreetMap, Microsoft, Esri, TerraByte, Current, SafeGraph, GeoTechnologies, Inc., METROUSA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, NOAA







**CITY OF VANCOUVER
SERVICES AGREEMENT**

No. C-101871

ON-CALL WASTEWATER SYSTEM PLANNING AND DESIGN SERVICES

This Services Agreement (the "Agreement"), effective on the date last signed below (the "Effective Date") is entered by the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington (the "City") and Brown and Caldwell a corporation entity organized under the laws of the State of Washington (the "Contractor"). The City and Contractor are collectively referred to as the "Parties" or individually as a "Party".

RECITALS

- A. The City desires to engage the Contractor to perform Services as described in this Agreement; and
- B. The City advertised and issued a request for qualifications, numbered 52-24 (the "Solicitation") and after evaluation of the Contractor's responsive proposal, found the Contractor capable of performing the required Services.

AGREEMENT

In consideration of the terms and conditions in this Agreement, the Parties agree as follows:

- 1. SCOPE OF SERVICES:** The Contractor agrees to provide the City with all services and materials provided in the Scope of Services, attached as Exhibit "A", and in the City's Solicitation, if any, and the Contractor's responsive proposal to the City's Solicitation, if any (the "Services"). Contractor shall obtain City Project Manager's written approval prior to starting the Services.
- 2. COMPENSATION:** Payment to the Contractor for the Services described in this Agreement shall not exceed \$2,000,000.00 USD.

This payment shall be the maximum compensation for all Services including labor, materials, supplies, equipment, and incidentals necessary to complete the Services. And it shall not be exceeded without the City's prior written authorization in the form of a

negotiated and executed amendment. Contractor agrees this compensation is adequate and sufficient for the timely provision of all Services under this Agreement.

City will limit compensation to the amount specified for each specific task and/or sub-task, unless amended in writing. Contractor shall complete the Services stated within the number of hours identified for each task, and/or sub-task, or for the lump sum amount associated with a task. If compensation is made on an hourly basis and the Services 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 Contractor underestimated the number of hours required to perform the Services, 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 services requested by City. All Deliverables (as defined in Section 8) must be acceptable to City in its sole discretion.

City will reimburse Contractor for the following travel expenses identified in its proposal upon submission of receipts to City: airfare, mileage at the approved IRS rate and lodging at the U.S. General Services Administration rates. For the avoidance of doubt, City will not reimburse Contractor wages incurred during travel time.

- 3. PAYMENT FOR CONTRACTOR SERVICES:** The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, from the previous month. Invoices must be submitted to the Project Manager, Catherine Morey, by email to catherine.morey@cityofvancouver.us and accpay@cityofvancouver.us or by mail to City of Vancouver, Catherine Morey, PO Box 1995, Vancouver, WA 98668.

City shall pay Contractor within 30 days of receipt of Contractor's invoice. The City will pay Contractor pursuant to Exhibit "B." The City may correct any invoice overpaid in error.

During the life of this Agreement, and in consideration of the City's business needs, the Contractor may make requests for compensation adjustments. In consideration of market conditions, the City may allow an annual adjustment to compensation paid supported by the Consumer Price Index for the Seattle-Tacoma-Bellevue area for the previous four quarters. Contractor shall submit the request for consideration, together with supporting documentation, before the anniversary date of this Agreement. The City will review the request and, at its sole discretion, make a decision. If accepted, the adjustment shall become effective on the anniversary date of the Agreement and will be firm for the remainder of the contracted period. All adjustments will be authorized by written contract amendment.

The Parties agree that any amount paid in error by City does not alter the fee schedule. City's contract/purchase order (PO) number on the notice to proceed must be referenced on any invoice submitted for payment.

- 4. TERM OF AGREEMENT:** The term of this Agreement begins on March 1, 2025 and continues until February 28, 2030. The total term shall not exceed five years. The term and any renewal term are collectively the "Term."

5. CITY DATA; DATA SECURITY

5.1 City Data. Contractor may obtain and process City Data in connection with the Services. "City Data" means the data City provides to Contractor in connection with the receipt of the Services and any data generated by Contractor in connection with providing the Services to City. City owns all City Data. City licenses City Data to Contractor solely for the purposes of providing the Services to City or improving the Services for City. Contractor shall not use City Data for any other purpose, including as artificial intelligence training data. Contractor acknowledges that compliance with Applicable Laws under Section 31 of the Agreement includes compliance with all applicable federal, state, and local data protection laws in its provision of the Services.

5.2 Data Security. If Contractor maintains City Data on Contractor systems it will comply with the following data security requirements.

5.2.1 Security Practices. Contractor shall develop, implement, and maintain appropriate administrative, physical, and technical safeguards that are designed to ensure the confidentiality, integrity and availability of City Data. Contractor will enact safeguards that are compliant with industry best practices for the specific City Data obtained by Contractor in connection with the Services.

5.2.2 Location of City Data. Contractor shall maintain City Data solely in data centers located in the United States.

5.2.3 Security Breaches. A "Security Breach" is any suspected or actual unauthorized access to or use of City Data in Contractor's possession.

- a. Notice. Contractor will notify City within 24 hours of any Security Breach. Notice will include details regarding the Security Breach including impacted parties, specific data, and mitigation. Contractor will call 360.487.8888 (if after hours, follow prompt to connect to on-call personnel); email City with a read receipt to help.desk@cityofvancouver.us; and email to the City personnel contact for the Agreement.
- b. Coordination. Immediately after Contractor provides notification of a Security Breach the Parties will begin working together to contain, mitigate, investigate, respond to and remediate the Security Breach. Contractor will cooperate with

all City requests in relation to the Security Breach in compliance with Applicable Law.

- c. Root Cause Analysis. As soon as possible following the Security Breach, Contractor will complete a root cause analysis and will provide a plan to City for remediation and prevention.
- d. Third-Party Notice. Contractor will work together with City to ensure compliance with RCW 19.255.010 if necessary and will make no statement or send notice to any third party regarding the Security Breach without City's prior written consent.
- e. Costs. In addition to its indemnification obligations, Contractor will reimburse City for all costs City incurs associated with any Security Breach, including forensic investigation, costs of providing notice to impacted parties, call centers and credit monitoring as applicable. Contractor will pay or reimburse City for all regulatory fines and other legal costs the City incurs associated with the Security Breach.

6. DELIVERABLES - INTELLECTUAL PROPERTY Contractor may create documents or other work product in connection with providing the Services ("Deliverables"). Contractor assigns and will assign to City all right, title, and interest in and to any Deliverables it creates in connection with providing the Services. Contractor may retain a copy of any Deliverable for its internal business purposes. Contractor's know-how, methodologies and processes are Contractor intellectual property. Contractor grants City a perpetual, irrevocable, royalty-free, worldwide license to use all Contractor intellectual property in connection with the Deliverables for any City purpose.

7. AUDIT RIGHTS: Contractor shall maintain records of all matters related to this Agreement in accordance with generally accepted accounting principles. Contractor shall provide the records to City or any other governmental agency with jurisdiction for audit, at such reasonable times and places as City designates.

8. PUBLIC DISCLOSURE COMPLIANCE: Records relating to Agreement are subject to the following:

8.1 Confidential Information. Any record of City business, including this Agreement, related records, and City Data, is a public record under the Washington Public Records Act, codified at chapter 42.56 RCW ("PRA"). City may be required to disclose this Agreement or related records, including records in Contractor's possession, pursuant to a public disclosure request. City will provide third-party notice to Contractor before disclosing records. Public records may be subject to exemptions from disclosure under the PRA. City agrees to withhold its release of the requested records in dispute for a reasonable amount of time (approximately 10 days) to allow Contractor an opportunity to seek judicial protection pursuant to RCW 42.56.540 as adopted or amended.

8.2 Public Disclosure Compliance. City will comply with the PRA in its receipt of and response to any public disclosure request for responsive records related to this Agreement, subject to applicable exemptions. Under RCW 42.56.060, City will have no liability to Contractor for disclosure of Contractor information acting in good faith pursuant to its obligations under the PRA.

8.3 Subpoenas. If either Party receives a subpoena requiring the disclosure of the other Party's information, that Party will notify the other party and provide a reasonable time for the affected party to obtain a protective order prior to disclosing information. If a Party is prohibited by a court with jurisdiction over the matter from disclosing the subpoena, that Party will provide only the specific information required to be released under the subpoena on the advice of counsel.

8.4 City Data Confidentiality. Notwithstanding Section 8.1-3, Contractor will maintain the confidentiality of all City Data in its possession in conformance with Section 8.

9. STANDARD OF CARE: Contractor shall exercise the degree of skill and diligence normally employed by consultants in the same industry, performing the same or similar services. Contractor will re-perform any Services that breach this provision at no cost to City.

10. DISPUTE RESOLUTION: City and Contractor agree to negotiate in good faith for a period of 30 days from the date of notice of all disputes between them prior to exercising their rights under this Agreement or under law. All disputes between City and Contractor not resolved by negotiation between the Parties may be mediated only by mutual agreement of both Parties. If not mutually agreed to resolve the claim by mediation, the claim will be resolved by legal action. The Parties agree that if litigation is necessary to enforce any of the provisions of this Agreement, each party shall pay all of their own attorney fees and costs related to the litigation.

11. TERMINATION FOR CONVENIENCE: City may terminate this Agreement at any time for convenience. City will pay Contractor for all Services completed up to the date of termination for convenience. A decision by City to terminate for convenience does not waive any legal rights City has to enforce the Agreement.

12. TERMINATION FOR MATERIAL BREACH: If Contractor materially breaches by failing to perform any of the obligations of the Agreement, including violating any law, regulation, rule, or ordinance applicable to this Agreement, or becomes insolvent or declares bankruptcy, or makes an assignment for the benefit of creditors, Contractor shall not be entitled to receive any further payments under the Agreement until the Services are completed to City's satisfaction. City may provide Contractor a cure period in its sole

discretion or may terminate the Agreement and, at City's option, obtain performance of the Services elsewhere.

13. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless City and its officers, councilmembers, commissioners, employees, volunteers, and agents, from any claim, liability, loss, cost, expense, suit, and damages, including attorney's fees and consulting fees relating to (a) a third party claim for intellectual property infringement relating to the Contractor's Services or the Deliverables; (b) Contractor's negligence or willful misconduct; (c) Contractor's material breach of the Agreement; (d) Contractor's non-compliance with applicable law; (e) a third-party Washington Public Records Act claim involving Contractor information; and (f) Contractor's court action to enjoin release of Contractor information under the Washington Public Records Act.

City will promptly notify Contractor of a claim under this Section 13 and will provide reasonable cooperation to Contractor in the defense of the claim. Contractor will have control over defense and settlement of the claim, except that Contractor will not enter any settlement or related agreement without City's prior written consent. Notwithstanding the preceding sentence, City may participate in the defense or settlement of any claim with counsel of its own choosing.

Solely for negligence indemnification claims under (b) above, if Contractor is providing architectural, landscape architectural, engineering, or land surveying services as the Services under this Agreement, and Contractor and City are concurrently negligent, then Contractor will be required to indemnify City only to the extent of Contractor's negligence and will have no obligation to indemnify City for City's sole negligence, pursuant to RCW 4.24.115.

If Contractor or Contractor's employee is a licensed architect, professional engineer, land surveyor, or landscape architect and the Services are related to a construction project, Contractor expressly waives its industrial insurance immunity under the Washington Industrial Insurance Act Title 51 RCW. Contractor acknowledges this waiver has been mutually negotiated and the Parties desire to incorporate this waiver pursuant to RCW 4.24.115(1)(b).

14. INSURANCE: Contractor shall maintain liability insurance for all claims for damages to the City, persons or property that arise from Contractor's performance during the Term of this Agreement.

Contractor shall maintain the following insurance coverage.

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 arising from the performance of this Agreement.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000
IV. Umbrella Liability	
	\$5,000,000
V. Professional Liability	
Policy shall include coverage for all claims for damages to person or property arising from the performance of this Agreement.	\$1,000,000

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

- a. Compliance with other Insurance Policies - Contractor will remain compliant with all other insurance obligations it may have pursuant to its personnel or applicable law.
- b. Coverage Trigger - Contractor's insurance must be on an "occurrence" basis rather than claims made. This type of coverage must be indicated on the Certificate of Insurance.
- c. Additional Insured Requirement - The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as additional insureds where permissible under applicable law. The required Additional Insured endorsements shall be at least as

broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.

- d. Certificates - The City of Vancouver shall be listed on the Certificate of Insurance as the Certificate Holder. Contractor will provide the Certificate of Insurance to City upon request on an ACORD or comparable form.

All policies shall be issued by an insurance company authorized to do business as an insurance company in the State of Washington.

15. RELATIONSHIP OF THE PARTIES. The relationship of the Parties under this Agreement is that of independent contractors. Contractor is solely responsible for the manner, method, and means of providing the Services. Contractor and its employees are not City employees and will not be entitled to or receive any benefits under this Agreement. Contractor will pay all Contractor personnel and pay all taxes, contributions, and benefits that may be required related to its personnel. Neither Party may bind the other except as expressly stated in this Agreement.

16. SUBCONTRACTING: Contractor may subcontract for Services with City's prior written approval in its sole discretion. Contractor is solely responsible for its subcontractors' compliance with this Agreement and will pass through the terms of this Agreement to all subcontractors.

17. COMPLIANCE WITH APPLICABLE LAW: Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations ("Applicable Laws"). Contractor shall modify the Services as necessary to comply with Applicable Laws.

18. E-VERIFY: Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within 60 days of executing this Agreement. Contractor shall ensure all Contractor employees and any subcontractors assigned to perform Services under this Agreement are eligible to work in the United States. Contractor shall provide compliance verification upon City's request.

19. TITLE VI COMPLIANCE: Depending on the Services Contractor provides, the City may use federal funds to compensate Contractor. If federal funds are used, the City, Contractor, and any approved subcontractor must comply with the provisions of Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) (CRA) and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28 (1988) (CRRRA). Contractor must confirm with City whether Title VI is applicable under this Agreement.

20. EQUAL EMPLOYMENT OPPORTUNITY: The City is an equal opportunity employer. Contractor shall not discriminate against any of its employees or applicants for employment on the basis of race, color, creed, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, citizenship or immigration status, age (40 or older), the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, genetic information, honorably discharged veteran or military status, or any other class protected by federal, state, or local employment discrimination laws.

21. ANTI-KICKBACK. City officers and employees shall not have or acquire an interest in the Agreement or solicit, accept, or give any item of value from a person or entity with an interest in this Agreement.

22. PERMITS, LICENSES, AND CERTIFICATIONS. Contractor is solely responsible for any license, permit or certificate that may be required by any federal, state or local law in connection with the performance of Contractor's obligations under this Agreement, including any business license. Contractor may contact the State of Washington Business License Service (BLS) at: 800-451-7985, www.bls.dor.wa.gov/cities/vancouver.aspx or visit the City's website found at www.cityofvancouver.us/businesslicense for assistance with the determination.

23. COOPERATIVE PURCHASING: The Washington State Interlocal Cooperation Act, chapter 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By executing this Agreement, Contractor agrees that other public agencies may purchase goods and services under this Agreement at their own cost. City will have no liability or obligation related to Contractor related to that separate agency agreement. Therefore, City agrees to allow other public agencies to purchase services under this Agreement so long as City is not held financially or legally liable for any separate agency services received pursuant to the Agreement, and that any public agency purchasing under this Agreement file a copy of it in accordance with RCW 39.34.040.

24. DEBARMENT: Contractor certifies that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal, state or local department or agency.

25. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT: Supplier must agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as

amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

26. BYRD ANTI-LOBBYING AMENDMENT: Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Suppliers that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

27. PROCUREMENT OF RECOVERED MATERIALS: Supplier must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

28. NOTICES: All notices will be hand delivered, certified mail, or sent by electronic mail if agreed by the Parties. Notice will be effective when received if hand delivered, on the delivery date if certified mail, or when an email is sent. Notice must be addressed to the Parties at:

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

For the Contractor:
Tim Mills
Brown and Caldwell
6500 S Macadam Ave, Suite 200
Portland, OR 97239
Email: TMills@brwnncald.com

Either Party may update its address for notice by giving written notice to the other Party.

29.ASSIGNMENT. Contractor shall not assign this Agreement without the express written consent of City. Any assignment in violation of this subsection is void. All terms of this Agreement are binding on any assignee.

30.ORDER OF PRECEDENCE: If there is a conflict between the terms of any document, the order of precedence is as follows: Amendments to this Agreement; this Agreement; City Purchase Orders; Contractor's responsive proposal to City's solicitation; and City's solicitation. The Parties agree that terms included on any Purchase Order or other document provided by Contractor are not part of this Agreement.

31.SURVIVAL. Sections 15 - 35 will survive any termination of this Agreement.

32.WAIVER. A Party's waiver of any term of this Agreement must be in writing and signed by the Party waiving compliance.

33.THIRD PARTY BENEFICIARIES. There are no third-party beneficiaries under this Agreement.

34.GOVERNING LAW: This Agreement is governed by the laws of the State of Washington without regard to its conflicts of laws provisions. Venue for any action arising under this Agreement will be the state or federal courts for Clark County, Washington. The Parties waive any claim of inconvenient forum.

35.SEVERABILITY. If a court with jurisdiction over the matter determines any clause of this Agreement is unenforceable, it shall revise the clause to reflect the intent of the Parties as closely as possible. If revision is not possible, the Court shall strike the clause and the remainder of the Agreement will remain in full force and effect.

36.AMENDMENTS: Any amendments to this Agreement must be in writing and signed by all Parties to this Agreement.

37.ENTIRE AGREEMENT: This Agreement, together with any amendments, is the entire agreement between the Parties, and supersedes any other agreement or discussion between them, whether written or oral in nature.

38.COUNTERPARTS. This Agreement may be signed in counterparts. Each counterpart will be deemed an original and together the separate parts will form one Agreement.

City and Contractor enter the Agreement as of the Effective Date.

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Brown and Caldwell

Lon Pluckhahn, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, Interim City Attorney

EXHIBIT "A":
Scope of Work

Contractor agrees to provide on-call wastewater treatment engineering and other related professional services for the following categories:

1. Wastewater Treatment and Conveyance Planning and Modeling
2. Wastewater Conveyance, Treatment, and Pump Station System Design
3. Medium Voltage and other Electrical System Design and Engineering Services
4. Regulatory Support Services Related to NPDES Permits; Air Permits; Other Environmental Permits; Environmental Policy Engagement
5. Structural Engineering Services and Facilities Design

These projects are in varying stages of planning and/or design. This list is not meant to be all-inclusive and cover every project that the Wastewater Treatment Division may need consulting services for over the next 5 years. Additional projects are anticipated.

1. Planning and Modeling

- Capacity evaluation for hydraulic flow and organic loading to treatment plants and pump stations
- Unit process modeling for treatment processes
- Wastewater and solids treatment technology evaluations and studies
- Infrastructure and equipment condition assessments
- Earthquake, flood and other disaster evaluations and resiliency planning
- Federal and state financing opportunities evaluation and support
- Treatment plant expansion planning

2. Wastewater Systems Design

- Automated process controls for treatment optimization
- Equipment and piping improvements

3. Electrical Systems Design

- Medium voltage distribution system upgrades
- Electrical system safety, power, and efficiency evaluations

4. Regulatory Services

- Support services related to EPA and SWCAA regulations, including SSI Rule (40 CFR Part 62 Subpart LLL).
- Support services related to EPA/Washington Department of Ecology NPDES and other water quality regulations; solid and hazardous waste regulations.
- PFAS plans and strategies related to wastewater facilities including, as examples:

- Program development for NPDES permit requirements to investigate and control sources of PFAS from industrial and commercial users, as well as source water and residential sources.
- Sampling strategies and data evaluation from industrial users and at treatment plants
- Communication strategies and outreach materials for PFAS, microplastics and other emerging contaminants of concern regarding biosolids, wastewater systems and receiving waters.
- Strategic projects to address anticipated changes in state and federal water and air quality policies and regulations.

5. Structural Engineering Services and Facilities Design

- Structural engineering support for repair and rehabilitation projects involving tanks, buildings, pipe supports, process equipment supports, and other structures.
- Temporary and permanent storage buildings, housings, and other structures.
- Upgrades to HVAC systems, roofing systems, roof fans, lighting, building structures and facades.

The Scope of Work for each project will vary depending on the specific needs of the project. A job specific Scope of Work and budget will be developed and agreed upon by the City and the Contractor chosen for each individual project prior to execution of the work.

EXHIBIT "B": Fee Schedule

2025 Brown and Caldwell Schedule of Hourly Rates City of Vancouver, WA

Grade	Classifications			Rates
	Engineering	Technical/Scientific	Administrative	
A		Technician	Office/Support Services I	\$79
B	Intern I Drafter Trainee	Field Service Technician I	Office/Support Services II Project Aide Word Processor I	\$87
C	Intern II Assistant Drafter	Field Service Technician II Engineer/Operations Tech I	Office/Support Services III Sr. Project Aide Word Processor II	\$98
D	Drafter Engineering Aide Inspection Aide	Engineer/Operations Tech I Field Service Technician III	Graphic Designer, Jr. Accountant I Office/Support Services IV Project Analyst I Project Coordinator I Word Processor III	\$113
E	Assistant Designer Engineer I Senior Drafter Senior Illustrator Inspector I	Geologist/ Hydrogeologist I Scientist I Senior Field Service Technician Engineer/Operations Tech II Inspector I	Payroll Specialist Admin Coordinator Accountant II Project Analyst II Project Coordinator II Word Processor IV Technical Editor	\$135
F	Graphic Designer Designer Engineer II Inspector II Lead Drafter Lead Illustrator Design Manager	Engineer/Operations Tech III Business Consultant II Geologist/ Hydrogeologist II Scientist II Comp Analyst/Programmer I GIS Specialist II Inspector II	Accountant III Administrative Supervisor Area Business Operations Mgr. Business Consultant II Project Analyst III Sr Project Coordinator Sr Health & Safety Specialist Technical Writer Word Processing Supervisor	\$156
G	Sr Engineer/Operations Tech Engineer III Inspector III Senior Designer Supervising Drafter Supervising Illustrator Graphic Design Manager	IT Analyst/Developer - Ex Geologist/ Hydrogeologist III Scientist III Comp Analyst/Program II - Ex Construction Services III	Area Bus Ops Mgr II Executive Support Services III Health & Safety Risk Mgr I Accountant IV Administrative Manager Business Consultant III Project Specialist Graphic Design Manager PA Manager I	\$181
H	Senior Construction Services Senior Engineer Principal Designer Senior Construction Engineer Senior Engineer Sr Operations Tech	Principal Designer RISSM I - Ex Senior Geologist/ Hydrogeologist Senior Scientist	Area Bus Ops Mgr III Communications Manager Creative Services Manager Project Control Manager Risk Analyst Senior Business Consultant Health & Safety Risk Manager II Senior Technical Writer	\$203
I	Principal Engineer Principal Construction Engr Supervising Designer	Sr IT Analyst/Developer - Ex I S Project Manager Senior Business Analyst Principal Geologist Principal Hydrogeologist Principal Scientist	Health & Safety Risk Mgr III Corp. Contract Administrator	\$234
J	Senior Web Analyst - Ex Senior IT Project ManagerSupervising Constr. Engineer Supervising Engineer	RISSM II Supervising Business Consultant Supervising Scientist Supervising Geologist Supervising Hydrogeologist	Product Manager II Corp Risk Manager Construction Manager Client & Bus. Developer Assistant Controller	\$273
K	Managing Engineer	Managing Business Consultant Managing Geologist Managing Hydrogeologist Managing Scientist	IS Product Manager II Area Bus Ops Mgr. IV	\$330
L-N	Senior Database Architect Chief Engineer Executive Engineer Vice President Senior Vice President	Chief Scientist Chief Geologist Chief Hydrogeologist	Chief Business Consultant Senior Client & Bus. Developer Corp. Marketing Comm. Mgr.	\$344

1. The rate schedule may be updated annually for escalation of rates.
2. Miscellaneous project expenses (CAD computers and printers, software licenses, color graphics, internal copying, printing, etc.) are included in the hourly rates and not billed separately.
3. Mileage costs are invoiced using the then-current IRS standard mileage rate.
4. Subconsultant work is subject to a 5% markup.

Brown and Caldwell, Inc.
6500 S Macadam Ave, Suite 200
Portland, OR 97239



**CITY OF VANCOUVER
SERVICES AGREEMENT**

No. C-101882

ON-CALL WASTEWATER SYSTEM PLANNING AND DESIGN SERVICES

This Services Agreement (the "Agreement"), effective on the date last signed below (the "Effective Date") is entered by the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington (the "City") and Consor North America Inc., a corporation organized under the laws of the State of Washington (the "Contractor"). The City and Contractor are collectively referred to as the "Parties" or individually as a "Party".

RECITALS

- A. The City desires to engage the Contractor to perform Services as described in this Agreement; and
- B. The City advertised and issued a request for qualifications, numbered 52-24 (the "Solicitation") and after evaluation of the Contractor's responsive proposal, found the Contractor capable of performing the required Services.

AGREEMENT

In consideration of the terms and conditions in this Agreement, the Parties agree as follows:

- 1. SCOPE OF SERVICES:** The Contractor agrees to provide the City with all services and materials provided in the Scope of Services, attached as Exhibit "A", and in the City's Solicitation, if any, and the Contractor's responsive proposal to the City's Solicitation, if any (the "Services"). Contractor shall obtain City Project Manager's written approval prior to starting the Services.
- 2. COMPENSATION:** Payment to the Contractor for the Services described in this Agreement shall not exceed \$2,000,000.00 USD.

This payment shall be the maximum compensation for all Services including labor, materials, supplies, equipment, and incidentals necessary to complete the Services. And it shall not be exceeded without the City's prior written authorization in the form of a

negotiated and executed amendment. Contractor agrees this compensation is adequate and sufficient for the timely provision of all Services under this Agreement.

City will limit compensation to the amount specified for each specific task and/or sub-task, unless amended in writing. Contractor shall complete the Services stated within the number of hours identified for each task, and/or sub-task, or for the lump sum amount associated with a task. If compensation is made on an hourly basis and the Services 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 Contractor underestimated the number of hours required to perform the Services, 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 services requested by City. All Deliverables (as defined in Section 8) must be acceptable to City in its sole discretion.

City will reimburse Contractor for the following travel expenses identified in its proposal upon submission of receipts to City: airfare, mileage at the approved IRS rate and lodging at the U.S. General Services Administration rates. For the avoidance of doubt, City will not reimburse Contractor wages incurred during travel time.

- 3. PAYMENT FOR CONTRACTOR SERVICES:** The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, from the previous month. Invoices must be submitted to the Project Manager, Catherine Morey, by email to catherine.morey@cityofvancouver.us and accpay@cityofvancouver.us or by mail to City of Vancouver, Catherine Morey, PO Box 1995, Vancouver, WA 98668.

City shall pay Contractor within 30 days of receipt of Contractor's invoice. The City will pay Contractor pursuant to Exhibit "B." The City may correct any invoice overpaid in error.

During the life of this Agreement, and in consideration of the City's business needs, the Contractor may make requests for compensation adjustments. In consideration of market conditions, the City may allow an annual adjustment to compensation paid supported by the Consumer Price Index for the Seattle-Tacoma-Bellevue area for the previous four quarters. Contractor shall submit the request for consideration, together with supporting documentation, before the anniversary date of this Agreement. The City will review the request and, at its sole discretion, make a decision. If accepted, the adjustment shall become effective on the anniversary date of the Agreement and will be firm for the remainder of the contracted period. All adjustments will be authorized by written contract amendment.

The Parties agree that any amount paid in error by City does not alter the fee schedule. City's contract/purchase order (PO) number on the notice to proceed must be referenced on any invoice submitted for payment.

- 4. TERM OF AGREEMENT:** The term of this Agreement begins on March 1, 2025 and continues until February 28, 2030. The total term shall not exceed five years. The term and any renewal term are collectively the "Term."

5. CITY DATA; DATA SECURITY

5.1 City Data. Contractor may obtain and process City Data in connection with the Services. "City Data" means the data City provides to Contractor in connection with the receipt of the Services and any data generated by Contractor in connection with providing the Services to City. City owns all City Data. City licenses City Data to Contractor solely for the purposes of providing the Services to City or improving the Services for City. Contractor shall not use City Data for any other purpose, including as artificial intelligence training data. Contractor acknowledges that compliance with Applicable Laws under Section 31 of the Agreement includes compliance with all applicable federal, state, and local data protection laws in its provision of the Services.

5.2 Data Security. If Contractor maintains City Data on Contractor systems it will comply with the following data security requirements.

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5.2.2 Location of City Data. Contractor shall maintain City Data solely in data centers located in the United States.

5.2.3 Security Breaches. A "Security Breach" is any suspected or actual unauthorized access to or use of City Data in Contractor's possession.

- a. Notice. Contractor will notify City within 24 hours of any Security Breach. Notice will include details regarding the Security Breach including impacted parties, specific data, and mitigation. Contractor will call 360.487.8888 (if after hours, follow prompt to connect to on-call personnel); email City with a read receipt to help.desk@cityofvancouver.us; and email to the City personnel contact for the Agreement.
- b. Coordination. Immediately after Contractor provides notification of a Security Breach the Parties will begin working together to contain, mitigate, investigate, respond to and remediate the Security Breach. Contractor will cooperate with

all City requests in relation to the Security Breach in compliance with Applicable Law.

- c. Root Cause Analysis. As soon as possible following the Security Breach, Contractor will complete a root cause analysis and will provide a plan to City for remediation and prevention.
- d. Third-Party Notice. Contractor will work together with City to ensure compliance with RCW 19.255.010 if necessary and will make no statement or send notice to any third party regarding the Security Breach without City's prior written consent.
- e. Costs. In addition to its indemnification obligations, Contractor will reimburse City for all costs City incurs associated with any Security Breach, including forensic investigation, costs of providing notice to impacted parties, call centers and credit monitoring as applicable. Contractor will pay or reimburse City for all regulatory fines and other legal costs the City incurs associated with the Security Breach.

6. DELIVERABLES - INTELLECTUAL PROPERTY Contractor may create documents or other work product in connection with providing the Services ("Deliverables"). Contractor assigns and will assign to City all right, title, and interest in and to any Deliverables it creates in connection with providing the Services. Contractor may retain a copy of any Deliverable for its internal business purposes. Contractor's know-how, methodologies and processes are Contractor intellectual property. Contractor grants City a perpetual, irrevocable, royalty-free, worldwide license to use all Contractor intellectual property in connection with the Deliverables for any City purpose. Any reuse of Deliverables outside the scope of work for which it was developed, or any alteration thereof without Contractor review and approval shall be at City's sole risk and without liability to Contractor.

7. AUDIT RIGHTS: Contractor shall maintain records of all matters related to this Agreement for a period of six years, following the termination of this contract or completion of work in accordance with generally accepted accounting principles. Contractor shall provide the records to City or any other governmental agency with jurisdiction for audit, at such reasonable times and places as City designates.

8. PUBLIC DISCLOSURE COMPLIANCE: Records relating to Agreement are subject to the following:

8.1 Confidential Information. Any record of City business, including this Agreement, related records, and City Data, is a public record under the Washington Public Records Act, codified at chapter 42.56 RCW ("PRA"). City may be required to disclose this Agreement or related records, including records in Contractor's possession, pursuant to a public disclosure request. City will provide third-party notice to Contractor before

disclosing records. Public records may be subject to exemptions from disclosure under the PRA. City agrees to withhold its release of the requested records in dispute for a reasonable amount of time (approximately 10 days) to allow Contractor an opportunity to seek judicial protection pursuant to RCW 42.56.540 as adopted or amended.

8.2 Public Disclosure Compliance. City will comply with the PRA in its receipt of and response to any public disclosure request for responsive records related to this Agreement, subject to applicable exemptions. Under RCW 42.56.060, City will have no liability to Contractor for disclosure of Contractor information acting in good faith pursuant to its obligations under the PRA.

8.3 Subpoenas. If either Party receives a subpoena requiring the disclosure of the other Party's information, that Party will notify the other party and provide a reasonable time for the affected party to obtain a protective order prior to disclosing information. If a Party is prohibited by a court with jurisdiction over the matter from disclosing the subpoena, that Party will provide only the specific information required to be released under the subpoena on the advice of counsel.

8.4 City Data Confidentiality. Notwithstanding Section 8.1-3, Contractor will maintain the confidentiality of all City Data in its possession in conformance with Section 8.

9. STANDARD OF CARE: Contractor shall exercise the degree of skill and diligence normally employed by consultants in the same industry, performing the same or similar services. Contractor will re-perform any Services that breach this provision at no cost to City.

10. DISPUTE RESOLUTION: City and Contractor agree to negotiate in good faith for a period of 30 days from the date of notice of all disputes between them prior to exercising their rights under this Agreement or under law. All disputes between City and Contractor not resolved by negotiation between the Parties may be mediated only by mutual agreement of both Parties. If not mutually agreed to resolve the claim by mediation, the claim will be resolved by legal action. The Parties agree that if litigation is necessary to enforce any of the provisions of this Agreement, each party shall pay all of their own attorney fees and costs related to the litigation.

11. TERMINATION FOR CONVENIENCE: City may terminate this Agreement at any time for convenience. City will pay Contractor for all Services completed up to the date of termination for convenience. A decision by City to terminate for convenience does not waive any legal rights City has to enforce the Agreement.

12. TERMINATION FOR MATERIAL BREACH: If Contractor materially breaches by failing to perform any of the obligations of the Agreement, including violating any law,

regulation, rule, or ordinance applicable to this Agreement, or becomes insolvent or declares bankruptcy, or makes an assignment for the benefit of creditors, Contractor shall not be entitled to receive any further payments under the Agreement until the Services are completed to City's satisfaction. City may provide Contractor a cure period in its sole discretion or may terminate the Agreement and, at City's option, obtain performance of the Services elsewhere.

13. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless City and its officers, councilmembers, commissioners, employees, authorized volunteers, and agents, from any claim, liability, loss, cost, expense, suit, and damages, including reasonable attorney's fees and consulting fees relating to (a) a third party claim for intellectual property infringement relating to the Contractor's Services or the Deliverables; (b) Contractor's negligence or willful misconduct; (c) Contractor's material breach of the Agreement; (d) Contractor's non-compliance with applicable law; (e) a third-party Washington Public Records Act claim involving Contractor information; and (f) Contractor's court action to enjoin release of Contractor information under the Washington Public Records Act.

City will promptly notify Contractor of a claim under this Section 13 and will provide reasonable cooperation to Contractor in the defense of the claim. Contractor will have control over defense and settlement of the claim, except that Contractor will not enter any settlement or related agreement without City's prior written consent. Notwithstanding the preceding sentence, City may participate in the defense or settlement of any claim with counsel of its own choosing.

Solely for negligence indemnification claims under (b) above, if Contractor is providing architectural, landscape architectural, engineering, or land surveying services as the Services under this Agreement, and Contractor and City are concurrently negligent, then Contractor will be required to indemnify City only to the extent of Contractor's negligence and will have no obligation to indemnify City for City's negligence, pursuant to RCW 4.24.115.

If Contractor or Contractor's employee is a licensed architect, professional engineer, land surveyor, or landscape architect and the Services are related to a construction project, Contractor expressly waives its industrial insurance immunity under the Washington Industrial Insurance Act Title 51 RCW. Contractor acknowledges this waiver has been mutually negotiated and the Parties desire to incorporate this waiver pursuant to RCW 4.24.115(1)(b).

14. INSURANCE: Contractor shall maintain liability insurance for all claims for damages to the City, persons or property that arise from Contractor's performance during the Term of this Agreement.

Contractor shall maintain the following insurance coverage.

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 arising from the performance of this Agreement.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000
IV. Umbrella Liability	
	\$5,000,000
V. Professional Liability	
Policy shall include coverage for all claims for damages to person or property arising from the performance of this Agreement.	\$1,000,000

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

- a. Compliance with other Insurance Policies - Contractor will remain compliant with all other insurance obligations it may have pursuant to its personnel or applicable law.

- b. Coverage Trigger - Contractor's insurance must be on an "occurrence" basis rather than claims made. This type of coverage must be indicated on the Certificate of Insurance.
- c. Additional Insured Requirement - The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as additional insureds where permissible under applicable law. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.
- d. Certificates - The City of Vancouver shall be listed on the Certificate of Insurance as the Certificate Holder. Contractor will provide the Certificate of Insurance to City upon request on an ACORD or comparable form.

All policies shall be issued by an insurance company authorized to do business as an insurance company in the State of Washington.

15. RELATIONSHIP OF THE PARTIES. The relationship of the Parties under this Agreement is that of independent contractors. Contractor is solely responsible for the manner, method, and means of providing the Services. Contractor and its employees are not City employees and will not be entitled to or receive any benefits under this Agreement. Contractor will pay all Contractor personnel and pay all taxes, contributions, and benefits that may be required related to its personnel. Neither Party may bind the other except as expressly stated in this Agreement.

16. SUBCONTRACTING: Contractor may subcontract for Services with City's prior written approval in its sole discretion. Contractor is solely responsible for its subcontractors' compliance with this Agreement and will pass through the terms of this Agreement to all subcontractors.

17. COMPLIANCE WITH APPLICABLE LAW: Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations ("Applicable Laws"). Contractor shall modify the Services as necessary to comply with Applicable Laws.

18. E-VERIFY: Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within 60 days of executing this Agreement. Contractor shall ensure all Contractor employees and any subcontractors assigned to perform Services under this Agreement are eligible to work in the United States. Contractor shall provide compliance verification upon City's request.

19. TITLE VI COMPLIANCE: Depending on the Services Contractor provides, the City may use federal funds to compensate Contractor. If federal funds are used, the City, Contractor, and any approved subcontractor must comply with the provisions of Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) (CRA) and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28 (1988) (CRRA). Contractor must confirm with City whether Title VI is applicable under this Agreement.

20. EQUAL EMPLOYMENT OPPORTUNITY: The City is an equal opportunity employer. Contractor shall not discriminate against any of its employees or applicants for employment on the basis of race, color, creed, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, citizenship or immigration status, age (40 or older), the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, genetic information, honorably discharged veteran or military status, or any other class protected by federal, state, or local employment discrimination laws.

21. ANTI-KICKBACK. City officers and employees shall not have or acquire an interest in the Agreement or solicit, accept, or give any item of value from a person or entity with an interest in this Agreement.

22. PERMITS, LICENSES, AND CERTIFICATIONS. Contractor is solely responsible for any license, permit or certificate that may be required by any federal, state or local law in connection with the performance of Contractor's obligations under this Agreement, including any business license. Contractor may contact the State of Washington Business License Service (BLS) at: 800-451-7985, www.bls.dor.wa.gov/cities/vancouver.aspx or visit the City's website found at www.cityofvancouver.us/businesslicense for assistance with the determination.

23. COOPERATIVE PURCHASING: The Washington State Interlocal Cooperation Act, chapter 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By executing this Agreement, Contractor agrees that other public agencies may purchase goods and services under this Agreement at their own cost. City will have no liability or obligation related to Contractor related to that separate agency agreement. Therefore, City agrees to allow other public agencies to purchase services under this Agreement so long as City is not held financially or legally liable for any separate agency services received pursuant to the Agreement, and that any public agency purchasing under this Agreement file a copy of it in accordance with RCW 39.34.040.

24. DEBARMENT: Contractor certifies that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal, state or local department or agency.

25. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT: Supplier must agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

26. BYRD ANTI-LOBBYING AMENDMENT: Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Suppliers that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

27. PROCUREMENT OF RECOVERED MATERIALS: Supplier must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

28. NOTICES: All notices will be hand delivered, certified mail, or sent by electronic mail if agreed by the Parties. Notice will be effective when received if hand delivered, on the delivery date if certified mail, or when an email is sent. Notice must be addressed to the Parties at:

For the City:
Anna Vogel

For the Contractor:
Brent Gruber

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

Consor North America Inc.
400 E. Mill Plain Boulevard, Suite 400
Vancouver, WA 98660
Email: Brent.Gruber@consoreng.com

Either Party may update its address for notice by giving written notice to the other Party.

29.ASSIGNMENT. Contractor shall not assign this Agreement without the express written consent of City. Any assignment in violation of this subsection is void. All terms of this Agreement are binding on any assignee.

30.ORDER OF PRECEDENCE: If there is a conflict between the terms of any document, the order of precedence is as follows: Amendments to this Agreement; this Agreement; City Purchase Orders; Contractor's responsive proposal to City's solicitation; and City's solicitation. The Parties agree that terms included on any Purchase Order or other document provided by Contractor are not part of this Agreement.

31.SURVIVAL. Sections 15 - 35 will survive any termination of this Agreement.

32.WAIVER. A Party's waiver of any term of this Agreement must be in writing and signed by the Party waiving compliance.

33.THIRD PARTY BENEFICIARIES. There are no third-party beneficiaries under this Agreement.

34.GOVERNING LAW: This Agreement is governed by the laws of the State of Washington without regard to its conflicts of laws provisions. Venue for any action arising under this Agreement will be the state or federal courts for Clark County, Washington. The Parties waive any claim of inconvenient forum.

35.SEVERABILITY. If a court with jurisdiction over the matter determines any clause of this Agreement is unenforceable, it shall revise the clause to reflect the intent of the Parties as closely as possible. If revision is not possible, the Court shall strike the clause and the remainder of the Agreement will remain in full force and effect.

36.AMENDMENTS: Any amendments to this Agreement must be in writing and signed by all Parties to this Agreement.

37. ENTIRE AGREEMENT: This Agreement, together with any amendments, is the entire agreement between the Parties, and supersedes any other agreement or discussion between them, whether written or oral in nature.

38. COUNTERPARTS. This Agreement may be signed in counterparts. Each counterpart will be deemed an original and together the separate parts will form one Agreement.

City and Contractor enter the Agreement as of the Effective Date.

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Conсор North America Inc.

Lon Pluckhahn, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, Interim City Attorney

EXHIBIT "A":
Scope of Work

Contractor agrees to provide on-call wastewater treatment engineering and other related professional services for the following categories:

- 2. Wastewater Conveyance, Treatment, and Pump Station System Design
- 6. Construction Management and Inspection Services

These projects are in varying stages of planning and/or design. This list is not meant to be all-inclusive and cover every project that the Wastewater Treatment Division may need consulting services for over the next 5 years. Additional projects are anticipated.

2. Wastewater Systems Design

- Automated process controls for treatment optimization
- Equipment and piping improvements

6. Construction Management and Inspection Services

- Pump station and force main improvements
- Equipment and piping improvements

The Scope of Work for each project will vary depending on the specific needs of the project. A job specific Scope of Work and budget will be developed and agreed upon by the City and the Contractor chosen for each individual project prior to execution of the work.

EXHIBIT “B”: Fee Schedule

2025 SCHEDULE OF CHARGES

Personnel:

<u>Billing Classifications</u>	<u>Rates</u>	<u>Billing Classifications</u>	<u>Rates</u>
Principal Engineer VI	\$362	Construction Manager X	\$313
Principal Engineer V	\$338	Construction Manager IX	\$292
Principal Engineer IV	\$320	Construction Manager VIII	\$276
Principal Engineer III	\$300	Construction Manager VII	\$267
Principal Engineer II	\$284	Construction Manager VI	\$248
Principal Engineer I	\$271	Construction Manager V	\$228
Professional Engineer IX	\$265	Construction Manager IV	\$216
Engineering Designer IX	\$255	Construction Manager III	\$197
Professional Engineer VIII	\$252	Construction Manager II	\$182
Engineering Designer VIII	\$240	Construction Manager I	\$162
Professional Engineer VII	\$238	Construction Coordinator V	\$210
Engineering Designer VII	\$230	Construction Coordinator IV	\$190
Professional Engineer VI	\$227	Construction Coordinator III	\$177
Engineering Designer VI	\$218	Construction Coordinator II	\$158
Professional Engineer V	\$214	Construction Coordinator I	\$141
Engineering Designer V	\$205	Construction Admin Specialist IV	\$194
Professional Engineer IV	\$202	Construction Admin Specialist III	\$174
Engineering Designer IV	\$202	Construction Admin Specialist II	\$151
Professional Engineer III	\$195	Construction Admin Specialist I	\$128
Engineering Designer III	\$195	Inspector VII	\$228
Engineering Designer II	\$180	Inspector VI	\$210
Engineering Designer I	\$166	Inspector V	\$190
Principal III	\$366	Inspector IV	\$177
Principal II	\$320	Inspector III	\$158
Principal I	\$282	Inspector II	\$141
Project Manager IV	\$273	Inspector I	\$122
Project Manager III	\$260	Technician IV	\$194
Project Manager II	\$232	Technician III	\$174
Project Manager I	\$203	Technician II	\$151
Cost Estimator III	\$305	Technician I	\$128
Cost Estimator II	\$244	Project Coordinator IV	\$183
Cost Estimator I	\$183	Project Coordinator III	\$170
Quality Control Compliance Specialist	\$190	Project Coordinator II	\$152
		Project Coordinator I	\$134
		Administrative III	\$134
		Administrative II	\$124
		Administrative I	\$109

Project Expenses:

Expenses incurred that are directly attributable to the project will be invoiced at actual cost. These expenses include the following:

CADD Hardware/Software	\$18.00/hour
Modeling and GIS Hardware/Software	\$10.00/hour
Mileage	Current IRS Rate
Postage and Delivery Services	At Cost
Printing and Reproduction	At Cost
Travel, Lodging, and Subsistence	At Cost

Outside Services:

Outside technical, professional, and other services will be invoiced at actual cost-plus 10 percent to cover administration and overhead.



**CITY OF VANCOUVER
SERVICES AGREEMENT**

No. C-101889

ON-CALL WASTEWATER SYSTEM PLANNING AND DESIGN SERVICES

This Services Agreement (the "Agreement"), effective on the date last signed below (the "Effective Date") is entered by the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington (the "City") and HDR Engineering Inc., a corporation entity organized under the laws of the State of Washington (the "Contractor"). The City and Contractor are collectively referred to as the "Parties" or individually as a "Party".

RECITALS

- A. The City desires to engage the Contractor to perform Services as described in this Agreement; and
- B. The City advertised and issued a request for qualifications, numbered 52-24 (the "Solicitation") and after evaluation of the Contractor's responsive proposal, found the Contractor capable of performing the required Services.

AGREEMENT

In consideration of the terms and conditions in this Agreement, the Parties agree as follows:

- 1. SCOPE OF SERVICES:** The Contractor agrees to provide the City with all services and materials provided in the Scope of Services, attached as Exhibit "A", and in the City's Solicitation, if any, and the Contractor's responsive proposal to the City's Solicitation, if any (the "Services"). Contractor shall obtain City Project Manager's written approval prior to starting the Services.
- 2. COMPENSATION:** Payment to the Contractor for the Services described in this Agreement shall not exceed \$1,000,000.00 USD.

This payment shall be the maximum compensation for all Services including labor, materials, supplies, equipment, and incidentals necessary to complete the Services. And it shall not be exceeded without the City's prior written authorization in the form of a

negotiated and executed amendment. Contractor agrees this compensation is adequate and sufficient for the timely provision of all Services under this Agreement.

City will limit compensation to the amount specified for each specific task and/or sub-task, unless amended in writing. Contractor shall complete the Services stated within the number of hours identified for each task, and/or sub-task, or for the lump sum amount associated with a task. If compensation is made on an hourly basis and the Services 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 Contractor underestimated the number of hours required to perform the Services, 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 services requested by City. All Deliverables (as defined in Section 8) must be acceptable to City in its sole and reasonable discretion.

City will reimburse Contractor for the following travel expenses identified in its proposal upon submission of receipts to City: airfare, mileage at the approved IRS rate and lodging at the U.S. General Services Administration rates. For the avoidance of doubt, City will not reimburse Contractor wages incurred during travel time.

- 3. PAYMENT FOR CONTRACTOR SERVICES:** The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, from the previous month. Invoices must be submitted to the Project Manager, Catherine Morey, by email to catherine.morey@cityofvancouver.us and accpay@cityofvancouver.us or by mail to City of Vancouver, Catherine Morey, PO Box 1995, Vancouver, WA 98668.

City shall pay Contractor within 30 days of receipt of Contractor's invoice. The City will pay Contractor pursuant to Exhibit "B." The City may correct any invoice overpaid in error.

During the life of this Agreement, and in consideration of the City's business needs, the Contractor may make requests for compensation adjustments. In consideration of market conditions, the City may allow an annual adjustment to compensation paid supported by the Consumer Price Index for the Seattle-Tacoma-Bellevue area for the previous four quarters. Contractor shall submit the request for consideration, together with supporting documentation, before the anniversary date of this Agreement. The City will review the request and, at its sole discretion, make a decision. If accepted, the adjustment shall become effective on the anniversary date of the Agreement and will be firm for the remainder of the contracted period. All adjustments will be authorized by written contract amendment.

The Parties agree that any amount paid in error by City does not alter the fee schedule. City's contract/purchase order (PO) number on the notice to proceed must be referenced on any invoice submitted for payment.

- 4. TERM OF AGREEMENT:** The term of this Agreement begins on March 1, 2025 and continues until February 28, 2030. The total term shall not exceed five years. The term and any renewal term are collectively the "Term."

5. CITY DATA; DATA SECURITY

5.1 City Data. Contractor may obtain and process City Data in connection with the Services. "City Data" means the data City provides to Contractor in connection with the receipt of the Services and any data generated by Contractor in connection with providing the Services to City. City owns all City Data. City licenses City Data to Contractor solely for the purposes of providing the Services to City or improving the Services for City. Contractor shall not use City Data for any other purpose, including as artificial intelligence training data. Contractor acknowledges that compliance with Applicable Laws under Section 17 of the Agreement includes compliance with all applicable federal, state, and local data protection laws in its provision of the Services.

5.2 Data Security. If Contractor maintains City Data on Contractor systems it will comply with the following data security requirements.

5.2.1 Security Practices. Contractor shall develop, implement, and maintain appropriate administrative, physical, and technical safeguards that are designed to ensure the confidentiality, integrity and availability of City Data. Contractor will enact safeguards that are compliant with industry best practices for the specific City Data obtained by Contractor in connection with the Services.

5.2.2 Location of City Data. Contractor shall maintain City Data solely in data centers located in the United States.

5.2.3 Security Breaches. A "Security Breach" is any suspected or actual unauthorized access to or use of City Data in Contractor's possession.

- a. Notice. Contractor will notify City within 24 hours of any Security Breach. Notice will include details regarding the Security Breach including impacted parties, specific data, and mitigation. Contractor will call 360.487.8888 (if after hours, follow prompt to connect to on-call personnel); email City with a read receipt to help.desk@cityofvancouver.us; and email to the City personnel contact for the Agreement.
- b. Coordination. Immediately after Contractor provides notification of a Security Breach the Parties will begin working together to contain, mitigate, investigate, respond to and remediate the Security Breach. Contractor will cooperate with

all City requests in relation to the Security Breach in compliance with Applicable Law.

- c. Root Cause Analysis. As soon as possible following the Security Breach, Contractor will complete a root cause analysis and will provide a plan to City for remediation and prevention.
- d. Third-Party Notice. Contractor will work together with City to ensure compliance with RCW 19.255.010 if necessary and will make no statement or send notice to any third party regarding the Security Breach without City's prior written consent.
- e. Costs. In addition to its indemnification obligations, Contractor will reimburse City for all direct costs City incurs associated with any Security Breach, including forensic investigation, costs of providing notice to impacted parties, call centers and credit monitoring as applicable. Contractor will pay or reimburse City for all regulatory fines and other legal costs the City incurs associated with the Security Breach.

6. DELIVERABLES - INTELLECTUAL PROPERTY Contractor may create documents or other work product in connection with providing the Services ("Deliverables"). Contractor assigns and will assign to City all right, title, and interest in and to any Deliverables it creates in connection with providing the Services. Contractor may retain a copy of any Deliverable for its internal business purposes. Contractor's know-how, methodologies and processes are Contractor intellectual property. Contractor grants City a perpetual, irrevocable, royalty-free, worldwide license to use all Contractor intellectual property in connection with the Deliverables for any City purpose. Any modification or reuse of the Deliverables for purposes other than those intended by this Agreement shall be at City's sole risk and without liability to Contractor.

7. AUDIT RIGHTS: Contractor shall maintain records of all matters related to this Agreement in accordance with generally accepted accounting principles. Contractor shall provide the records to City or any other governmental agency with jurisdiction for audit, at such reasonable times and places as City designates.

8. PUBLIC DISCLOSURE COMPLIANCE: Records relating to Agreement are subject to the following:

8.1 Confidential Information. Any record of City business, including this Agreement, related records, and City Data, is a public record under the Washington Public Records Act, codified at chapter 42.56 RCW ("PRA"). City may be required to disclose this Agreement or related records, including records in Contractor's possession, pursuant to a public disclosure request. City will provide third-party notice to Contractor before disclosing records. Public records may be subject to exemptions from disclosure under the PRA. City agrees to withhold its release of the requested records in dispute for a

reasonable amount of time (approximately 10 days) to allow Contractor an opportunity to seek judicial protection pursuant to RCW 42.56.540 as adopted or amended.

8.2 Public Disclosure Compliance. City will comply with the PRA in its receipt of and response to any public disclosure request for responsive records related to this Agreement, subject to applicable exemptions. Under RCW 42.56.060, City will have no liability to Contractor for disclosure of Contractor information acting in good faith pursuant to its obligations under the PRA.

8.3 Subpoenas. If either Party receives a subpoena requiring the disclosure of the other Party's information, that Party will notify the other party and provide a reasonable time for the affected party to obtain a protective order prior to disclosing information. If a Party is prohibited by a court with jurisdiction over the matter from disclosing the subpoena, that Party will provide only the specific information required to be released under the subpoena on the advice of counsel.

8.4 City Data Confidentiality. Notwithstanding Section 8.1-3, Contractor will maintain the confidentiality of all City Data in its possession in conformance with Section 8.

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10. DISPUTE RESOLUTION: City and Contractor agree to negotiate in good faith for a period of 30 days from the date of notice of all disputes between them prior to exercising their rights under this Agreement or under law. All disputes between City and Contractor not resolved by negotiation between the Parties may be mediated only by mutual agreement of both Parties. If not mutually agreed to resolve the claim by mediation, the claim will be resolved by legal action. The Parties agree that if litigation is necessary to enforce any of the provisions of this Agreement, each party shall pay all of their own attorney fees and costs related to the litigation.

11. TERMINATION FOR CONVENIENCE: City may terminate this Agreement at any time for convenience. City will pay Contractor for all Services completed up to the date of termination for convenience. A decision by City to terminate for convenience does not waive any legal rights City has to enforce the Agreement.

12. TERMINATION FOR MATERIAL BREACH: If Contractor materially breaches by failing to perform any of the obligations of the Agreement, including violating any law, regulation, rule, or ordinance applicable to this Agreement, or becomes insolvent or declares bankruptcy, or makes an assignment for the benefit of creditors, Contractor shall

not be entitled to receive any further payments under the Agreement until the Services are completed to City's satisfaction. City may provide Contractor a cure period in its sole discretion or may terminate the Agreement and, at City's option, obtain performance of the Services elsewhere; provided, however, that the City shall provide Contractor with a reasonable opportunity to cure if the alleged breach is related to defective Services.

13. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless City and its officers, councilmembers, commissioners, employees, volunteers, and agents, from any claim, liability, loss, cost, expense, suit, and damages, including reasonable attorney's fees and consulting fees to the extent caused by (a) a third party claim for intellectual property infringement relating to the Contractor's Services or the Deliverables; (b) Contractor's negligence or willful misconduct; (c) Contractor's material breach of the Agreement; (d) Contractor's non-compliance with applicable law; (e) a third party Washington Public Records Act claim involving nondisclosure of Contractor information and (f) Contractor's court action to enjoin release of Contractor information under the Washington Public Records Act.

City will promptly notify Contractor of a claim under this Section 13 and will provide reasonable cooperation to Contractor in the defense of the claim. Contractor will have control over defense and settlement of the claim, except that Contractor will not enter any settlement or related agreement without City's prior written consent. Notwithstanding the preceding sentence, City may participate in the defense or settlement of any claim with counsel of its own choosing.

if Contractor is providing architectural, landscape architectural, engineering, or land surveying services as the Services under this Agreement, and Contractor and City are concurrently negligent, or otherwise at fault then Contractor will be required to indemnify City only to the extent of Contractor's negligence or fault and will have no obligation to indemnify City for City's sole negligence, pursuant to RCW 4.24.115.

If Contractor or Contractor's employee is a licensed architect, professional engineer, land surveyor, or landscape architect and the Services are related to a construction project, Contractor expressly waives its industrial insurance immunity under the Washington Industrial Insurance Act Title 51 RCW. Contractor acknowledges this waiver has been mutually negotiated and the Parties desire to incorporate this waiver pursuant to RCW 4.24.115(1)(b).

14. INSURANCE: Contractor shall maintain liability insurance for all claims for damages to the City, persons or property that arise from Contractor's performance during the Term of this Agreement.

Contractor shall maintain the following insurance coverage.

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 arising from the performance of this Agreement.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000
IV. Umbrella Liability	
	\$5,000,000
V. Professional Liability	
Policy shall include coverage for all claims for damages to person or property arising from the performance of this Agreement.	\$1,000,000

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

- a. Compliance with other Insurance Policies - Contractor will remain compliant with all other insurance obligations it may have pursuant to its personnel or applicable law.
- b. Coverage Trigger – Except for Professional Liability, Contractor's insurance must be on an "occurrence" basis rather than claims made. This type of coverage must be indicated on the Certificate of Insurance.

- c. Additional Insured Requirement - The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as additional insureds where permissible under applicable law. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.
- d. Certificates - The City of Vancouver shall be listed on the Certificate of Insurance as the Certificate Holder. Contractor will provide the Certificate of Insurance to City upon request on an ACORD or comparable form.

All policies shall be issued by an insurance company authorized to do business as an insurance company in the State of Washington.

15. RELATIONSHIP OF THE PARTIES. The relationship of the Parties under this Agreement is that of independent contractors. Contractor is solely responsible for the manner, method, and means of providing the Services. Contractor and its employees are not City employees and will not be entitled to or receive any benefits under this Agreement. Contractor will pay all Contractor personnel and pay all taxes, contributions, and benefits that may be required related to its personnel. Neither Party may bind the other except as expressly stated in this Agreement.

16. SUBCONTRACTING: Contractor may subcontract for Services with City's prior written approval in its sole discretion. Contractor is solely responsible for its subcontractors' compliance with this Agreement and will pass through the terms of this Agreement to all subcontractors.

17. COMPLIANCE WITH APPLICABLE LAW: Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations ("Applicable Laws"). Contractor shall modify the Services as necessary to comply with Applicable Laws.

18. E-VERIFY: Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within 60 days of executing this Agreement. Contractor shall ensure all Contractor employees and any subcontractors assigned to perform Services under this Agreement are eligible to work in the United States. Contractor shall provide compliance verification upon City's request.

19. TITLE VI COMPLIANCE: Depending on the Services Contractor provides, the City may use federal funds to compensate Contractor. If federal funds are used, the City, Contractor, and any approved subcontractor must comply with the provisions of Title VI

of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) (CRA) and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28 (1988) (CRRRA). Contractor must confirm with City whether Title VI is applicable under this Agreement.

20. EQUAL EMPLOYMENT OPPORTUNITY: The City is an equal opportunity employer. Contractor shall not discriminate against any of its employees or applicants for employment on the basis of race, color, creed, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, citizenship or immigration status, age (40 or older), the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, genetic information, honorably discharged veteran or military status, or any other class protected by federal, state, or local employment discrimination laws.

21. ANTI-KICKBACK. City officers and employees shall not have or acquire an interest in the Agreement or solicit, accept, or give any item of value from a person or entity with an interest in this Agreement.

22. PERMITS, LICENSES, AND CERTIFICATIONS. Contractor is solely responsible for any license, permit or certificate that may be required by any federal, state or local law in connection with the performance of Contractor's obligations under this Agreement, including any business license. Contractor may contact the State of Washington Business License Service (BLS) at: 800-451-7985, www.bls.dor.wa.gov/cities/vancouver.aspx or visit the City's website found at www.cityofvancouver.us/businesslicense for assistance with the determination.

23. COOPERATIVE PURCHASING: The Washington State Interlocal Cooperation Act, chapter 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By executing this Agreement, Contractor agrees that other public agencies may purchase goods and services under this Agreement at their own cost. City will have no liability or obligation related to Contractor related to that separate agency agreement. Therefore, City agrees to allow other public agencies to purchase services under this Agreement so long as City is not held financially or legally liable for any separate agency services received pursuant to the Agreement, and that any public agency purchasing under this Agreement file a copy of it in accordance with RCW 39.34.040.

24. DEBARMENT: Contractor certifies that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal, state or local department or agency.

25.CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT: Supplier must agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

26.BYRD ANTI-LOBBYING AMENDMENT: Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Suppliers that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

27.PROCUREMENT OF RECOVERED MATERIALS: Supplier must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

28.NOTICES: All notices will be hand delivered, certified mail, or sent by electronic mail if agreed by the Parties. Notice will be effective when received if hand delivered, on the delivery date if certified mail, or when an email is sent. Notice must be addressed to the Parties at:

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

For the Contractor:
Paul Worrlein
HDR Engineering, Inc.
1050 SW Sixth Ave
Portland, OR 97204-1151
Email: paul.worrlein@hdrinc.com

Either Party may update its address for notice by giving written notice to the other Party.

29.ASSIGNMENT. Contractor shall not assign this Agreement without the express written consent of City. Any assignment in violation of this subsection is void. All terms of this Agreement are binding on any assignee.

30.ORDER OF PRECEDENCE: If there is a conflict between the terms of any document, the order of precedence is as follows: Amendments to this Agreement; this Agreement; City Purchase Orders; Contractor's responsive proposal to City's solicitation; and City's solicitation. The Parties agree that terms included on any Purchase Order or other document provided by Contractor are not part of this Agreement.

31.SURVIVAL. Sections 15 - 35 will survive any termination of this Agreement.

32.WAIVER. A Party's waiver of any term of this Agreement must be in writing and signed by the Party waiving compliance.

33.THIRD PARTY BENEFICIARIES. There are no third-party beneficiaries under this Agreement.

34.GOVERNING LAW: This Agreement is governed by the laws of the State of Washington without regard to its conflicts of laws provisions. Venue for any action arising under this Agreement will be the state or federal courts for Clark County, Washington. The Parties waive any claim of inconvenient forum.

35.SEVERABILITY. If a court with jurisdiction over the matter determines any clause of this Agreement is unenforceable, it shall revise the clause to reflect the intent of the Parties as closely as possible. If revision is not possible, the Court shall strike the clause and the remainder of the Agreement will remain in full force and effect.

36.AMENDMENTS: Any amendments to this Agreement must be in writing and signed by all Parties to this Agreement.

37.ENTIRE AGREEMENT: This Agreement, together with any amendments, is the entire agreement between the Parties, and supersedes any other agreement or discussion between them, whether written or oral in nature.

38.COUNTERPARTS. This Agreement may be signed in counterparts. Each counterpart will be deemed an original and together the separate parts will form one Agreement.

39. CONSTRUCTION PROCEDURES. Neither the City nor the Contractor's intend that their observation or monitoring portions of work performed under a separate construction contracts will relieve the construction contractor from its responsibility for performing work in accordance with applicable contract documents. Neither City nor Contractor will control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with a separate construction agreement and shall not manage, supervise, control or have charge of construction under a separate agreement.

City and Contractor enter the Agreement as of the Effective Date.

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
HDR Engineering, Inc.

Lon Pluckhahn, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, Interim City Attorney

EXHIBIT "A":
Scope of Work

Contractor agrees to provide on-call wastewater treatment engineering and other related professional services for the following categories:

4. Regulatory Support Services Related to NPDES Permits; Air Permits; Other
Environmental Permits; Environmental Policy Engagement

These projects are in varying stages of planning and/or design. This list is not meant to be all-inclusive and cover every project that the Wastewater Treatment Division may need consulting services for over the next 5 years. Additional projects are anticipated.

4. Regulatory Services

- Support services related to EPA and SWCAA regulations, including SSI Rule (40 CFR Part 62 Subpart LLL).
- Support services related to EPA/Washington Department of Ecology NPDES and other water quality regulations; solid and hazardous waste regulations.
- PFAS plans and strategies related to wastewater facilities including, as examples:
 - Program development for NPDES permit requirements to investigate and control sources of PFAS from industrial and commercial users, as well as source water and residential sources.
 - Sampling strategies and data evaluation from industrial users and at treatment plants
- Communication strategies and outreach materials for PFAS, microplastics and other emerging contaminants of concern regarding biosolids, wastewater systems and receiving waters.
- Strategic projects to address anticipated changes in state and federal water and air quality policies and regulations.

The Scope of Work for each project will vary depending on the specific needs of the project. A job specific Scope of Work and budget will be developed and agreed upon by the City and the Contractor chosen for each individual project prior to execution of the work.

EXHIBIT "B":
Fee Schedule
Rates effective January 1, 2025

Category	2025 Billing Rates
Principal In Charge	\$333.94
Consultant	\$301.47
Sr. Project Manager	\$286.40
Project Manager	\$202.91
Technical Advisor II	\$447.57
Technical Advisor I	\$339.73
Engineer V	\$310.75
Engineer IV	\$262.05
Engineer III	\$238.86
Engineer II	\$197.12
Engineer I	\$166.97
EIT III	\$144.94
EIT II	\$133.34
EIT I	\$121.75
Planner/Scientist IV	\$214.51
Planner/Scientist III	\$191.32
Planner/Scientist II	\$161.17
Planner/Scientist I	\$131.02
Project Technician IV	\$197.12
Project Technician III	\$172.77
Project Technician II	\$137.98
Project Technician I	\$102.04
Notes: Rates may be escalated after review and approval by the City as stated in section 3 of Agreement. Expenses Mileage Travel & Hotel Other Direct Cost	



**CITY OF VANCOUVER
SERVICES AGREEMENT**

No. C-101877

ON-CALL WASTEWATER SYSTEM PLANNING AND DESIGN SERVICES

This Services Agreement (the "Agreement"), effective on the date last signed below (the "Effective Date") is entered by the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington (the "City") and Jacobs Engineering Group Inc., a corporation entity organized under the laws of the State of Oregon (the "Contractor"). The City and Contractor are collectively referred to as the "Parties" or individually as a "Party".

RECITALS

- A. The City desires to engage the Contractor to perform Services as described in this Agreement; and
- B. The City advertised and issued a request for qualifications, numbered 52-24 (the "Solicitation") and after evaluation of the Contractor's responsive proposal, found the Contractor capable of performing the required Services.

AGREEMENT

In consideration of the terms and conditions in this Agreement, the Parties agree as follows:

- 1. SCOPE OF SERVICES:** The Contractor agrees to provide the City with all services and materials provided in the Scope of Services, attached as Exhibit "A", and in the City's Solicitation, if any, and the Contractor's responsive proposal to the City's Solicitation, if any (the "Services"). Contractor shall obtain City Project Manager's written approval prior to starting the Services.
- 2. COMPENSATION:** Payment to the Contractor for the Services described in this Agreement shall not exceed \$2,000,000.00 USD.

This payment shall be the maximum compensation for all Services including labor, materials, supplies, equipment, and incidentals necessary to complete the Services. And it shall not be exceeded without the City's prior written authorization in the form of a

negotiated and executed amendment. Contractor agrees this compensation is adequate and sufficient for the timely provision of all Services under this Agreement.

City will limit compensation to the amount specified for each specific task and/or sub-task, unless amended in writing. Contractor shall complete the Services stated within the number of hours identified for each task, and/or sub-task, or for the lump sum amount associated with a task. If compensation is made on an hourly basis and the Services 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 Contractor underestimated the number of hours required to perform the Services, 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 services requested by City. All Deliverables (as defined in Section 8) must be acceptable to City in its sole discretion.

City will reimburse Contractor for the following travel expenses identified in its proposal upon submission of receipts to City: airfare, mileage at the approved IRS rate and lodging at the U.S. General Services Administration rates. For the avoidance of doubt, City will not reimburse Contractor wages incurred during travel time.

- 3. PAYMENT FOR CONTRACTOR SERVICES:** The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, from the previous month. Invoices must be submitted to the Project Manager, Catherine Morey, by email to catherine.morey@cityofvancouver.us and accpay@cityofvancouver.us or by mail to City of Vancouver, Catherine Morey, PO Box 1995, Vancouver, WA 98668.

City shall pay Contractor within 30 days of receipt of Contractor's invoice. The City will pay Contractor pursuant to Exhibit "B." The City may correct any invoice overpaid in error.

During the life of this Agreement, and in consideration of the City's business needs, the Contractor may make requests for compensation adjustments. In consideration of market conditions, the City may allow an annual adjustment to compensation paid supported by the Consumer Price Index for the Seattle-Tacoma-Bellevue area for the previous four quarters. Contractor shall submit the request for consideration, together with supporting documentation, before the anniversary date of this Agreement. The City will review the request and, at its sole discretion, make a decision. If accepted, the adjustment shall become effective on the anniversary date of the Agreement and will be firm for the remainder of the contracted period. All adjustments will be authorized by written contract amendment.

The Parties agree that any amount paid in error by City does not alter the fee schedule. City's contract/purchase order (PO) number on the notice to proceed must be referenced on any invoice submitted for payment.

- 4. TERM OF AGREEMENT:** The term of this Agreement begins on March 1, 2025 and continues until February 28, 2030. The total term shall not exceed five years. The term and any renewal term are collectively the "Term."

5. CITY DATA; DATA SECURITY

5.1 City Data. Contractor may obtain and process City Data in connection with the Services. "City Data" means the data City provides to Contractor in connection with the receipt of the Services and any data generated by Contractor in connection with providing the Services to City. City owns all City Data. City licenses City Data to Contractor solely for the purposes of providing the Services to City or improving the Services for City. Contractor shall not use City Data for any other purpose, including as artificial intelligence training data. Contractor acknowledges that compliance with Applicable Laws under Section 31 of the Agreement includes compliance with all applicable federal, state, and local data protection laws in its provision of the Services.

5.2 Data Security. If Contractor maintains City Data on Contractor systems it will comply with the following data security requirements.

5.2.1 Security Practices. Contractor shall develop, implement, and maintain appropriate administrative, physical, and technical safeguards that are designed to ensure the confidentiality, integrity and availability of City Data. Contractor will enact safeguards that are compliant with industry best practices for the specific City Data obtained by Contractor in connection with the Services.

5.2.2 Location of City Data. Contractor shall maintain City Data solely in data centers located in the United States.

5.2.3 Security Breaches. A "Security Breach" is any suspected or actual unauthorized access to or use of City Data in Contractor's possession.

- a. Notice. Contractor will notify City within 24 hours of any Security Breach. Notice will include details regarding the Security Breach including impacted parties, specific data, and mitigation. Contractor will call 360.487.8888 (if after hours, follow prompt to connect to on-call personnel); email City with a read receipt to help.desk@cityofvancouver.us; and email to the City personnel contact for the Agreement.
- b. Coordination. Immediately after Contractor provides notification of a Security Breach the Parties will begin working together to contain, mitigate, investigate, respond to and remediate the Security Breach. Contractor will cooperate with

all City requests in relation to the Security Breach in compliance with Applicable Law.

- c. Root Cause Analysis. As soon as possible following the Security Breach, Contractor will complete a root cause analysis and will provide a plan to City for remediation and prevention.
- d. Third-Party Notice. Contractor will work together with City to ensure compliance with RCW 19.255.010 if necessary and will make no statement or send notice to any third party regarding the Security Breach without City's prior written consent.
- e. Costs. In addition to its indemnification obligations, Contractor will reimburse City for all costs City incurs associated with any Security Breach, including forensic investigation, costs of providing notice to impacted parties, call centers and credit monitoring as applicable. Contractor will pay or reimburse City for all regulatory fines and other legal costs the City incurs associated with the Security Breach.

6. DELIVERABLES - INTELLECTUAL PROPERTY Contractor may create documents or other work product in connection with providing the Services ("Deliverables"). Contractor assigns and will assign to City all right, title, and interest in and to any Deliverables it creates in connection with providing the Services. Contractor may retain a copy of any Deliverable for its internal business purposes. Contractor's know-how, methodologies and processes are Contractor intellectual property. Contractor grants City a perpetual, irrevocable, royalty-free, worldwide license to use all Contractor intellectual property in connection with the Deliverables for any City purpose.

7. AUDIT RIGHTS: Contractor shall maintain records of all matters related to this Agreement in accordance with generally accepted accounting principles. Contractor shall provide the records to City or any other governmental agency with jurisdiction for audit, at such reasonable times and places as City designates.

8. PUBLIC DISCLOSURE COMPLIANCE: Records relating to Agreement are subject to the following:

8.1 Confidential Information. Any record of City business, including this Agreement, related records, and City Data, is a public record under the Washington Public Records Act, codified at chapter 42.56 RCW ("PRA"). City may be required to disclose this Agreement or related records, including records in Contractor's possession, pursuant to a public disclosure request. City will provide third-party notice to Contractor before disclosing records. Public records may be subject to exemptions from disclosure under the PRA. City agrees to withhold its release of the requested records in dispute for a reasonable amount of time (approximately 10 days) to allow Contractor an opportunity to seek judicial protection pursuant to RCW 42.56.540 as adopted or amended.

8.2 Public Disclosure Compliance. City will comply with the PRA in its receipt of and response to any public disclosure request for responsive records related to this Agreement, subject to applicable exemptions. Under RCW 42.56.060, City will have no liability to Contractor for disclosure of Contractor information acting in good faith pursuant to its obligations under the PRA.

8.3 Subpoenas. If either Party receives a subpoena requiring the disclosure of the other Party's information, that Party will notify the other party and provide a reasonable time for the affected party to obtain a protective order prior to disclosing information. If a Party is prohibited by a court with jurisdiction over the matter from disclosing the subpoena, that Party will provide only the specific information required to be released under the subpoena on the advice of counsel.

8.4 City Data Confidentiality. Notwithstanding Section 8.1-3, Contractor will maintain the confidentiality of all City Data in its possession in conformance with Section 8. The confidentiality obligations of this Agreement do not apply to the extent the information disclosed: (a) is publicly available due to no fault of the receiving party; (b) is, or becomes, lawfully known to the receiving party without an obligation of confidentiality except that City will not be required to add the term confidential to any record disclosed by City under this; (c) is rightfully received from another source without an obligation of confidentiality; or (d) is independently developed by the receiving party without access to Confidential Information.

9. STANDARD OF CARE: Contractor shall exercise the degree of skill and diligence normally employed by consultants in the same industry, performing the same or similar services. Contractor will re-perform any Services that breach this provision at no cost to City.

10. DISPUTE RESOLUTION: City and Contractor agree to negotiate in good faith for a period of 30 days from the date of notice of all disputes between them prior to exercising their rights under this Agreement or under law. All disputes between City and Contractor not resolved by negotiation between the Parties may be mediated only by mutual agreement of both Parties. If not mutually agreed to resolve the claim by mediation, the claim will be resolved by legal action. The Parties agree that if litigation is necessary to enforce any of the provisions of this Agreement, each party shall pay all of their own attorney fees and costs related to the litigation.

11. TERMINATION FOR CONVENIENCE: City may terminate this Agreement at any time for convenience. City will pay Contractor for all Services completed up to the date of termination for convenience. A decision by City to terminate for convenience does not waive any legal rights City has to enforce the Agreement.

12. TERMINATION FOR MATERIAL BREACH: If Contractor materially breaches by failing to perform any of the obligations of the Agreement, including violating any law, regulation, rule, or ordinance applicable to this Agreement, or becomes insolvent or declares bankruptcy, or makes an assignment for the benefit of creditors, Contractor shall not be entitled to receive any further payments under the Agreement until the Services are completed to City's satisfaction. City may provide Contractor a cure period of 30 (Thirty) days to rectify that breach and if Consultant is unable to cure that breach within 30 days then City may terminate the Agreement and, at City's option, obtain performance of the Services elsewhere.

13. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless City and its officers, councilmembers, commissioners, employees, volunteers, and agents, from any claim, liability, loss, cost, expense, suit, and damages, including attorney's fees and consulting fees relating to (a) a third party claim for intellectual property infringement relating to the Contractor's Services or the Deliverables; (b) Contractor's negligence or willful misconduct; (c) Contractor's material breach of the Agreement; (d) Contractor's non-compliance with applicable law; (e) a third-party Washington Public Records Act claim involving Contractor information; and (f) Contractor's court action to enjoin release of Contractor information under the Washington Public Records Act.

City will promptly notify Contractor of a claim under this Section 13 and will provide reasonable cooperation to Contractor in the defense of the claim. Contractor will have control over defense and settlement of the claim, except that Contractor will not enter any settlement or related agreement without City's prior written consent. Notwithstanding the preceding sentence, City may participate in the defense or settlement of any claim with counsel of its own choosing.

Solely for negligence indemnification claims under (b) above, if Contractor is providing architectural, landscape architectural, engineering, or land surveying services as the Services under this Agreement, and Contractor and City are concurrently negligent, then Contractor will be required to indemnify City only to the extent of Contractor's negligence and will have no obligation to indemnify City for City's sole negligence, pursuant to RCW 4.24.115.

If Contractor or Contractor's employee is a licensed architect, professional engineer, land surveyor, or landscape architect and the Services are related to a construction project, Contractor expressly waives its industrial insurance immunity under the Washington Industrial Insurance Act Title 51 RCW. Contractor acknowledges this waiver has been mutually negotiated and the Parties desire to incorporate this waiver pursuant to RCW 4.24.115(1)(b).

14. INSURANCE: Contractor shall maintain liability insurance for all claims for damages to the City, persons or property that arise from Contractor's performance during the Term of this Agreement.

Contractor shall maintain the following insurance coverage.

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 arising from the performance of this Agreement.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000
IV. Umbrella Liability	
	\$5,000,000
V. Professional Liability	
<i>Policy shall include coverage for all claims for damages to person or property arising from the performance of this Agreement.</i>	<i>\$1,000,000</i>

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

- a. Compliance with other Insurance Policies - Contractor will remain compliant with all other insurance obligations it may have pursuant to its personnel or applicable law.

- b. Coverage Trigger - Contractor's insurance must be on an "occurrence" basis rather than claims made. This type of coverage must be indicated on the Certificate of Insurance.
- c. Additional Insured Requirement – Except for coverage under Professional Liability Insurance and Workers Compensation Insurance, the City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as additional insureds where permissible under applicable law. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.
- d. Certificates - The City of Vancouver shall be listed on the Certificate of Insurance as the Certificate Holder. Contractor will provide the Certificate of Insurance to City upon request on an ACORD or comparable form.

All policies shall be issued by an insurance company authorized to do business as an insurance company in the State of Washington.

15. RELATIONSHIP OF THE PARTIES. The relationship of the Parties under this Agreement is that of independent contractors. Contractor is solely responsible for the manner, method, and means of providing the Services. Contractor and its employees are not City employees and will not be entitled to or receive any benefits under this Agreement. Contractor will pay all Contractor personnel and pay all taxes, contributions, and benefits that may be required related to its personnel. Neither Party may bind the other except as expressly stated in this Agreement.

16. SUBCONTRACTING: Contractor may subcontract for Services with City's prior written approval in its sole discretion. Contractor is solely responsible for its subcontractors' compliance with this Agreement and will pass through the terms of this Agreement to all subcontractors.

17. COMPLIANCE WITH APPLICABLE LAW: Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations ("Applicable Laws"). Contractor shall modify the Services as necessary to comply with Applicable Laws.

18. E-VERIFY: Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within 60 days of executing this Agreement. Contractor shall ensure all Contractor employees and any

subcontractors assigned to perform Services under this Agreement are eligible to work in the United States. Contractor shall provide compliance verification upon City's request.

19. TITLE VI COMPLIANCE: Depending on the Services Contractor provides, the City may use federal funds to compensate Contractor. If federal funds are used, the City, Contractor, and any approved subcontractor must comply with the provisions of Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) (CRA) and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28 (1988) (CRRA). Contractor must confirm with City whether Title VI is applicable under this Agreement.

20. EQUAL EMPLOYMENT OPPORTUNITY: The City is an equal opportunity employer. Contractor shall not discriminate against any of its employees or applicants for employment on the basis of race, color, creed, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, citizenship or immigration status, age (40 or older), the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, genetic information, honorably discharged veteran or military status, or any other class protected by federal, state, or local employment discrimination laws.

21. ANTI-KICKBACK. City officers and employees shall not have or acquire an interest in the Agreement or solicit, accept, or give any item of value from a person or entity with an interest in this Agreement.

22. PERMITS, LICENSES, AND CERTIFICATIONS. Contractor is solely responsible for any license, permit or certificate that may be required by any federal, state or local law in connection with the performance of Contractor's obligations under this Agreement, including any business license. Contractor may contact the State of Washington Business License Service (BLS) at: 800-451-7985, www.bls.dor.wa.gov/cities/vancouver.aspx or visit the City's website found at www.cityofvancouver.us/businesslicense for assistance with the determination.

23. COOPERATIVE PURCHASING: The Washington State Interlocal Cooperation Act, chapter 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By executing this Agreement, Contractor agrees that other public agencies may purchase goods and services under this Agreement at their own cost. City will have no liability or obligation related to Contractor related to that separate agency agreement. Therefore, City agrees to allow other public agencies to purchase services under this Agreement so long as City is not held financially or legally liable for any separate agency services received pursuant to the Agreement, and that any public

agency purchasing under this Agreement file a copy of it in accordance with RCW 39.34.040.

24.DEBARMENT: Contractor certifies that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal, state or local department or agency.

25.CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT: Supplier must agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

26.BYRD ANTI-LOBBYING AMENDMENT: Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Suppliers that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

27.PROCUREMENT OF RECOVERED MATERIALS: Supplier must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

28.NOTICES: All notices will be hand delivered, certified mail, or sent by electronic mail if agreed by the Parties. Notice will be effective when received if hand delivered, on the delivery date if certified mail, or when an email is sent. Notice must be addressed to the Parties at:

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

For the Contractor:
Dan Shafar
Jacobs Engineering Group, Inc.
2020 SW Fourth Ave, Suite 300
Portland, OR 97201
Email: Dan.Shafar@jacobs.com

Either Party may update its address for notice by giving written notice to the other Party.

29.ASSIGNMENT. Contractor shall not assign this Agreement without the express written consent of City. Any assignment in violation of this subsection is void. All terms of this Agreement are binding on any assignee.

30.ORDER OF PRECEDENCE: If there is a conflict between the terms of any document, the order of precedence is as follows: Amendments to this Agreement; this Agreement; City Purchase Orders; Contractor's responsive proposal to City's solicitation; and City's solicitation. The Parties agree that terms included on any Purchase Order or other document provided by Contractor are not part of this Agreement.

31.SURVIVAL. Sections 15 - 35 will survive any termination of this Agreement.

32.WAIVER. A Party's waiver of any term of this Agreement must be in writing and signed by the Party waiving compliance.

33.THIRD PARTY BENEFICIARIES. There are no third-party beneficiaries under this Agreement.

34.GOVERNING LAW: This Agreement is governed by the laws of the State of Washington without regard to its conflicts of laws provisions. Venue for any action arising under this Agreement will be the state or federal courts for Clark County, Washington. The Parties waive any claim of inconvenient forum.

35.SEVERABILITY. If a court with jurisdiction over the matter determines any clause of this Agreement is unenforceable, it shall revise the clause to reflect the intent of the Parties as closely as possible. If revision is not possible, the Court shall strike the clause and the remainder of the Agreement will remain in full force and effect.

36.AMENDMENTS: Any amendments to this Agreement must be in writing and signed by all Parties to this Agreement.

37. ENTIRE AGREEMENT: This Agreement, together with any amendments, is the entire agreement between the Parties, and supersedes any other agreement or discussion between them, whether written or oral in nature.

38. COUNTERPARTS. This Agreement may be signed in counterparts. Each counterpart will be deemed an original and together the separate parts will form one Agreement.

City and Contractor enter the Agreement as of the Effective Date.

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Jacobs Engineering Group, Inc.

Lon Pluckhahn, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, Interim City Attorney

EXHIBIT "A":
Scope of Work

Contractor agrees to provide on-call wastewater treatment engineering and other related professional services for the following categories:

1. Wastewater Treatment and Conveyance Planning and Modeling
2. Wastewater Conveyance, Treatment, and Pump Station System Design
4. Regulatory Support Services Related to NPDES Permits; Air Permits; Other Environmental Permits; Environmental Policy Engagement
5. Structural Engineering Services and Facilities Design
6. Construction Management and Inspection Services

These projects are in varying stages of planning and/or design. This list is not meant to be all-inclusive and cover every project that the Wastewater Treatment Division may need consulting services for over the next 5 years. Additional projects are anticipated.

1. Planning and Modeling

- Capacity evaluation for hydraulic flow and organic loading to treatment plants and pump stations
- Unit process modeling for treatment processes
- Wastewater and solids treatment technology evaluations and studies
- Infrastructure and equipment condition assessments
- Earthquake, flood and other disaster evaluations and resiliency planning
- Federal and state financing opportunities evaluation and support
- Treatment plant expansion planning

2. Wastewater Systems Design

- Automated process controls for treatment optimization
- Equipment and piping improvements

4. Regulatory Services

- Support services related to EPA and SWCAA regulations, including SSI Rule (40 CFR Part 62 Subpart LLL).
- Support services related to EPA/Washington Department of Ecology NPDES and other water quality regulations; solid and hazardous waste regulations.
- PFAS plans and strategies related to wastewater facilities including, as examples:
 - Program development for NPDES permit requirements to investigate and control sources of PFAS from industrial and commercial users, as well as source water and residential sources.
 - Sampling strategies and data evaluation from industrial users and at treatment plants

- Communication strategies and outreach materials for PFAS, microplastics and other emerging contaminants of concern regarding biosolids, wastewater systems and receiving waters.
- Strategic projects to address anticipated changes in state and federal water and air quality policies and regulations.

5. Structural Engineering Services and Facilities Design

- Structural engineering support for repair and rehabilitation projects involving tanks, buildings, pipe supports, process equipment supports, and other structures.
- Temporary and permanent storage buildings, housings, and other structures.
- Upgrades to HVAC systems, roofing systems, roof fans, lighting, building structures and facades.

6. Construction Management and Inspection Services

- a. Pump station and force main improvements
- b. Equipment and piping improvements

The Scope of Work for each project will vary depending on the specific needs of the project. A job specific Scope of Work and budget will be developed and agreed upon by the City and the Contractor chosen for each individual project prior to execution of the work.

City may, at any time, request changes in the scope of services for a project. In the event City notifies Consultant of its desire to make a change in the Scope of Services, or the time of performance, Consultant shall, within ten (10) days after receiving such written notice, give City notification of any potential change in the time of performance or cost of performance for the project. Equitable adjustments to time of performance or cost of performance resulting from Scope of Services changes shall be negotiated and up mutual agreement by the parties, the project task order shall be modified by a written instrument, signed by both parties, to reflect the changes in such scope of services, time performance and cost of performance. For the avoidance of doubt, if City elects to changes in the scope of services, Consultant may not begin performing such extra services until such time as a written instrument has been signed by both parties.

EXHIBIT "B":
Fee Schedule

Staff Category Billing Rate (Hourly)	2025
Editor	\$ 191.00
Engineer	\$ 191.00
Intern	\$ 92.00
Mid-Level Engineer	\$ 264.00
Office	\$ 109.00
Principal Project Manager/ Program Director	\$ 359.00
Project Accountant	\$ 120.00
Project Assistant	\$ 120.00
Project Engineer	\$ 241.00
Project Manager	\$ 277.00
Scientist	\$ 149.00
Senior Advisor	\$ 319.00
Senior Project Engineer	\$ 241.00
Senior Project Manager	\$ 291.00
Senior Technician	\$ 205.00
Sr. Engineer	\$ 277.00
Sr. Technical Staff	\$ 264.00
Staff Engineer 1	\$ 149.00
Staff Engineer 2	\$ 177.00
Technical Staff	\$ 219.00
Technician 1	\$ 135.00
Technician 2	\$ 159.00



**CITY OF VANCOUVER
SERVICES AGREEMENT**

No. C-101875

ON-CALL WASTEWATER SYSTEM PLANNING AND DESIGN SERVICES

This Services Agreement (the "Agreement"), effective on the date last signed below (the "Effective Date") is entered by the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington (the "City") and Kennedy/Jenks Consultants Inc., a corporation entity organized under the laws of the State of Oregon (the "Contractor"). The City and Contractor are collectively referred to as the "Parties" or individually as a "Party".

RECITALS

- A. The City desires to engage the Contractor to perform Services as described in this Agreement; and
- B. The City advertised and issued a request for qualifications, numbered 52-24 (the "Solicitation") and after evaluation of the Contractor's responsive proposal, found the Contractor capable of performing the required Services.

AGREEMENT

In consideration of the terms and conditions in this Agreement, the Parties agree as follows:

- 1. SCOPE OF SERVICES:** The Contractor agrees to provide the City with all services and materials provided in the Scope of Services, attached as Exhibit "A", and in the City's Solicitation, if any, and the Contractor's responsive proposal to the City's Solicitation, if any (the "Services"). Contractor shall obtain City Project Manager's written approval prior to starting the Services.
- 2. COMPENSATION:** Payment to the Contractor for the Services described in this Agreement shall not exceed \$2,000,000.00 USD.

This payment shall be the maximum compensation for all Services including labor, materials, supplies, equipment, and incidentals necessary to complete the Services. And it shall not be exceeded without the City's prior written authorization in the form of a

negotiated and executed amendment. Contractor agrees this compensation is adequate and sufficient for the timely provision of all Services under this Agreement.

City will limit compensation to the amount specified for each specific task and/or sub-task, unless amended in writing. Contractor shall complete the Services stated within the number of hours identified for each task, and/or sub-task, or for the lump sum amount associated with a task. If compensation is made on an hourly basis and the Services 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 Contractor underestimated the number of hours required to perform the Services, 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 services requested by City. All Deliverables (as defined in Section 8) must be acceptable to City in its sole discretion.

City will reimburse Contractor for the following travel expenses identified in its proposal upon submission of receipts to City: airfare, mileage at the approved IRS rate and lodging at the U.S. General Services Administration rates. For the avoidance of doubt, City will not reimburse Contractor wages incurred during travel time.

- 3. PAYMENT FOR CONTRACTOR SERVICES:** The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, from the previous month. Invoices must be submitted to the Project Manager, Catherine Morey, by email to catherine.morey@cityofvancouver.us and accpay@cityofvancouver.us or by mail to City of Vancouver, Catherine Morey, PO Box 1995, Vancouver, WA 98668.

City shall pay Contractor within 30 days of receipt of Contractor's invoice. The City will pay Contractor pursuant to Exhibit "B." The City may correct any invoice overpaid in error.

During the life of this Agreement, and in consideration of the City's business needs, the Contractor may make requests for compensation adjustments. In consideration of market conditions, the City may allow an annual adjustment to compensation paid supported by the Consumer Price Index for the Seattle-Tacoma-Bellevue area for the previous four quarters. Contractor shall submit the request for consideration, together with supporting documentation, before the anniversary date of this Agreement. The City will review the request and, at its sole discretion, make a decision. If accepted, the adjustment shall become effective on the anniversary date of the Agreement and will be firm for the remainder of the contracted period. All adjustments will be authorized by written contract amendment.

The Parties agree that any amount paid in error by City does not alter the fee schedule. City's contract/purchase order (PO) number on the notice to proceed must be referenced on any invoice submitted for payment.

- 4. TERM OF AGREEMENT:** The term of this Agreement begins on March 1, 2025 and continues until February 28, 2030. The total term shall not exceed five years. The term and any renewal term are collectively the "Term."

5. CITY DATA; DATA SECURITY

5.1 City Data. Contractor may obtain and process City Data in connection with the Services. "City Data" means the data City provides to Contractor in connection with the receipt of the Services and any data generated by Contractor in connection with providing the Services to City. City owns all City Data. City licenses City Data to Contractor solely for the purposes of providing the Services to City or improving the Services for City. Contractor shall not use City Data for any other purpose, including as artificial intelligence training data. Contractor acknowledges that compliance with Applicable Laws under Section 31 of the Agreement includes compliance with all applicable federal, state, and local data protection laws in its provision of the Services.

5.2 Data Security. If Contractor maintains City Data on Contractor systems it will comply with the following data security requirements.

5.2.1 Security Practices. Contractor shall develop, implement, and maintain appropriate administrative, physical, and technical safeguards that are designed to ensure the confidentiality, integrity and availability of City Data. Contractor will enact safeguards that are compliant with industry best practices for the specific City Data obtained by Contractor in connection with the Services.

5.2.2 Location of City Data. Contractor shall maintain City Data solely in data centers located in the United States.

5.2.3 Security Breaches. A "Security Breach" is any suspected or actual unauthorized access to or use of City Data in Contractor's possession.

- a. Notice. Contractor will notify City within 24 hours of any Security Breach. Notice will include details regarding the Security Breach including impacted parties, specific data, and mitigation. Contractor will call 360.487.8888 (if after hours, follow prompt to connect to on-call personnel); email City with a read receipt to help.desk@cityofvancouver.us; and email to the City personnel contact for the Agreement.
- b. Coordination. Immediately after Contractor provides notification of a Security Breach the Parties will begin working together to contain, mitigate, investigate, respond to and remediate the Security Breach. Contractor will cooperate with

all City requests in relation to the Security Breach in compliance with Applicable Law.

- c. Root Cause Analysis. As soon as possible following the Security Breach, Contractor will complete a root cause analysis and will provide a plan to City for remediation and prevention.
- d. Third-Party Notice. Contractor will work together with City to ensure compliance with RCW 19.255.010 if necessary and will make no statement or send notice to any third party regarding the Security Breach without City's prior written consent.
- e. Costs. In addition to its indemnification obligations, Contractor will reimburse City for all costs City incurs associated with any Security Breach, including forensic investigation, costs of providing notice to impacted parties, call centers and credit monitoring as applicable. Contractor will pay or reimburse City for all regulatory fines and other legal costs the City incurs associated with the Security Breach.

6. DELIVERABLES - INTELLECTUAL PROPERTY Contractor may create documents or other work product in connection with providing the Services ("Deliverables"). Contractor assigns and will assign to City all right, title, and interest in and to any Deliverables it creates in connection with providing the Services. Contractor may retain a copy of any Deliverable for its internal business purposes. Contractor's know-how, methodologies and processes are Contractor intellectual property. Contractor grants City a perpetual, irrevocable, royalty-free, worldwide license to use all Contractor intellectual property in connection with the Deliverables for any City purpose.

7. AUDIT RIGHTS: Contractor shall maintain records of all matters related to this Agreement in accordance with generally accepted accounting principles. Contractor shall provide the records to City or any other governmental agency with jurisdiction for audit, at such reasonable times and places as City designates.

8. PUBLIC DISCLOSURE COMPLIANCE: Records relating to Agreement are subject to the following:

8.1 Confidential Information. Any record of City business, including this Agreement, related records, and City Data, is a public record under the Washington Public Records Act, codified at chapter 42.56 RCW ("PRA"). City may be required to disclose this Agreement or related records, including records in Contractor's possession, pursuant to a public disclosure request. City will provide third-party notice to Contractor before disclosing records. Public records may be subject to exemptions from disclosure under the PRA. City agrees to withhold its release of the requested records in dispute for a reasonable amount of time (approximately 10 days) to allow Contractor an opportunity to seek judicial protection pursuant to RCW 42.56.540 as adopted or amended.

8.2 Public Disclosure Compliance. City will comply with the PRA in its receipt of and response to any public disclosure request for responsive records related to this Agreement, subject to applicable exemptions. Under RCW 42.56.060, City will have no liability to Contractor for disclosure of Contractor information acting in good faith pursuant to its obligations under the PRA.

8.3 Subpoenas. If either Party receives a subpoena requiring the disclosure of the other Party's information, that Party will notify the other party and provide a reasonable time for the affected party to obtain a protective order prior to disclosing information. If a Party is prohibited by a court with jurisdiction over the matter from disclosing the subpoena, that Party will provide only the specific information required to be released under the subpoena on the advice of counsel.

8.4 City Data Confidentiality. Notwithstanding Section 8.1-3, Contractor will maintain the confidentiality of all City Data in its possession in conformance with Section 8.

9. STANDARD OF CARE: Contractor shall exercise the degree of skill and diligence normally employed by consultants in the same industry, performing the same or similar services. Contractor will re-perform any Services that breach this provision at no cost to City.

10. DISPUTE RESOLUTION: City and Contractor agree to negotiate in good faith for a period of 30 days from the date of notice of all disputes between them prior to exercising their rights under this Agreement or under law. All disputes between City and Contractor not resolved by negotiation between the Parties may be mediated only by mutual agreement of both Parties. If not mutually agreed to resolve the claim by mediation, the claim will be resolved by legal action. The Parties agree that if litigation is necessary to enforce any of the provisions of this Agreement, each party shall pay all of their own attorney fees and costs related to the litigation.

11. TERMINATION FOR CONVENIENCE: City may terminate this Agreement at any time for convenience. City will pay Contractor for all Services completed up to the date of termination for convenience. A decision by City to terminate for convenience does not waive any legal rights City has to enforce the Agreement.

12. TERMINATION FOR MATERIAL BREACH: If Contractor materially breaches by failing to perform any of the obligations of the Agreement, including violating any law, regulation, rule, or ordinance applicable to this Agreement, or becomes insolvent or declares bankruptcy, or makes an assignment for the benefit of creditors, Contractor shall not be entitled to receive any further payments under the Agreement until the Services are completed to City's satisfaction. City may provide Contractor a cure period in its sole

discretion or may terminate the Agreement and, at City's option, obtain performance of the Services elsewhere.

13. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless City and its officers, councilmembers, commissioners, employees, volunteers, and agents, from any claim, liability, loss, cost, expense, suit, and damages, including attorney's fees and consulting fees relating to (a) a third party claim for intellectual property infringement relating to the Contractor's Services or the Deliverables; (b) Contractor's negligence or willful misconduct; (c) Contractor's material breach of the Agreement; (d) Contractor's non-compliance with applicable law; (e) a third-party Washington Public Records Act claim involving Contractor information; and (f) Contractor's court action to enjoin release of Contractor information under the Washington Public Records Act.

City will promptly notify Contractor of a claim under this Section 13 and will provide reasonable cooperation to Contractor in the defense of the claim. Contractor will have control over defense and settlement of the claim, except that Contractor will not enter any settlement or related agreement without City's prior written consent. Notwithstanding the preceding sentence, City may participate in the defense or settlement of any claim with counsel of its own choosing.

Solely for negligence indemnification claims under (b) above, if Contractor is providing architectural, landscape architectural, engineering, or land surveying services as the Services under this Agreement, and Contractor and City are concurrently negligent, then Contractor will be required to indemnify City only to the extent of Contractor's negligence and will have no obligation to indemnify City for City's sole negligence, pursuant to RCW 4.24.115.

If Contractor or Contractor's employee is a licensed architect, professional engineer, land surveyor, or landscape architect and the Services are related to a construction project, Contractor expressly waives its industrial insurance immunity under the Washington Industrial Insurance Act Title 51 RCW. Contractor acknowledges this waiver has been mutually negotiated and the Parties desire to incorporate this waiver pursuant to RCW 4.24.115(1)(b).

14. INSURANCE: Contractor shall maintain liability insurance for all claims for damages to the City, persons or property that arise from Contractor's performance during the Term of this Agreement.

Contractor shall maintain the following insurance coverage.

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 arising from the performance of this Agreement.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000
IV. Umbrella Liability	
	\$5,000,000
V. Professional Liability	
<i>Policy shall include coverage for all claims for damages to person or property arising from the performance of this Agreement.</i>	<i>\$1,000,000</i>

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

- a. Compliance with other Insurance Policies - Contractor will remain compliant with all other insurance obligations it may have pursuant to its personnel or applicable law.
- b. Coverage Trigger - Contractor's insurance must be on an "occurrence" basis rather than claims made. This type of coverage must be indicated on the Certificate of Insurance.
- c. Additional Insured Requirement - The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as additional insureds where permissible under applicable law. The required Additional Insured endorsements shall be at least as

broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.

- d. Certificates - The City of Vancouver shall be listed on the Certificate of Insurance as the Certificate Holder. Contractor will provide the Certificate of Insurance to City upon request on an ACORD or comparable form.

All policies shall be issued by an insurance company authorized to do business as an insurance company in the State of Washington.

15. RELATIONSHIP OF THE PARTIES. The relationship of the Parties under this Agreement is that of independent contractors. Contractor is solely responsible for the manner, method, and means of providing the Services. Contractor and its employees are not City employees and will not be entitled to or receive any benefits under this Agreement. Contractor will pay all Contractor personnel and pay all taxes, contributions, and benefits that may be required related to its personnel. Neither Party may bind the other except as expressly stated in this Agreement.

16. SUBCONTRACTING: Contractor may subcontract for Services with City's prior written approval in its sole discretion. Contractor is solely responsible for its subcontractors' compliance with this Agreement and will pass through the terms of this Agreement to all subcontractors.

17. COMPLIANCE WITH APPLICABLE LAW: Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations ("Applicable Laws"). Contractor shall modify the Services as necessary to comply with Applicable Laws.

18. E-VERIFY: Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within 60 days of executing this Agreement. Contractor shall ensure all Contractor employees and any subcontractors assigned to perform Services under this Agreement are eligible to work in the United States. Contractor shall provide compliance verification upon City's request.

19. TITLE VI COMPLIANCE: Depending on the Services Contractor provides, the City may use federal funds to compensate Contractor. If federal funds are used, the City, Contractor, and any approved subcontractor must comply with the provisions of Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) (CRA) and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28 (1988) (CRRRA). Contractor must confirm with City whether Title VI is applicable under this Agreement.

- 20. EQUAL EMPLOYMENT OPPORTUNITY:** The City is an equal opportunity employer. Contractor shall not discriminate against any of its employees or applicants for employment on the basis of race, color, creed, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, citizenship or immigration status, age (40 or older), the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, genetic information, honorably discharged veteran or military status, or any other class protected by federal, state, or local employment discrimination laws.
- 21. ANTI-KICKBACK.** City officers and employees shall not have or acquire an interest in the Agreement or solicit, accept, or give any item of value from a person or entity with an interest in this Agreement.
- 22. PERMITS, LICENSES, AND CERTIFICATIONS.** Contractor is solely responsible for any license, permit or certificate that may be required by any federal, state or local law in connection with the performance of Contractor's obligations under this Agreement, including any business license. Contractor may contact the State of Washington Business License Service (BLS) at: 800-451-7985, www.bls.dor.wa.gov/cities/vancouver.aspx or visit the City's website found at www.cityofvancouver.us/businesslicense for assistance with the determination.
- 23. COOPERATIVE PURCHASING:** The Washington State Interlocal Cooperation Act, chapter 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By executing this Agreement, Contractor agrees that other public agencies may purchase goods and services under this Agreement at their own cost. City will have no liability or obligation related to Contractor related to that separate agency agreement. Therefore, City agrees to allow other public agencies to purchase services under this Agreement so long as City is not held financially or legally liable for any separate agency services received pursuant to the Agreement, and that any public agency purchasing under this Agreement file a copy of it in accordance with RCW 39.34.040.
- 24. DEBARMENT:** Contractor certifies that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal, state or local department or agency.
- 25. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT:** Supplier must agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as

amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

26. BYRD ANTI-LOBBYING AMENDMENT: Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Suppliers that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

27. PROCUREMENT OF RECOVERED MATERIALS: Supplier must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

28. NOTICES: All notices will be hand delivered, certified mail, or sent by electronic mail if agreed by the Parties. Notice will be effective when received if hand delivered, on the delivery date if certified mail, or when an email is sent. Notice must be addressed to the Parties at:

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

For the Contractor:
Michael Humm
Kennedy/Jenks Consultants Inc
1500 NE Irving St, Suite 200
Portland, OR 97232
Email: RobertPeacock@kennedyjenks.com

Either Party may update its address for notice by giving written notice to the other Party.

- 29.ASSIGNMENT.** Contractor shall not assign this Agreement without the express written consent of City. Any assignment in violation of this subsection is void. All terms of this Agreement are binding on any assignee.
- 30.ORDER OF PRECEDENCE:** If there is a conflict between the terms of any document, the order of precedence is as follows: Amendments to this Agreement; this Agreement; City Purchase Orders; Contractor's responsive proposal to City's solicitation; and City's solicitation. The Parties agree that terms included on any Purchase Order or other document provided by Contractor are not part of this Agreement.
- 31.SURVIVAL.** Sections 15 - 35 will survive any termination of this Agreement.
- 32.WAIVER.** A Party's waiver of any term of this Agreement must be in writing and signed by the Party waiving compliance.
- 33.THIRD PARTY BENEFICIARIES.** There are no third-party beneficiaries under this Agreement.
- 34.GOVERNING LAW:** This Agreement is governed by the laws of the State of Washington without regard to its conflicts of laws provisions. Venue for any action arising under this Agreement will be the state or federal courts for Clark County, Washington. The Parties waive any claim of inconvenient forum.
- 35.SEVERABILITY.** If a court with jurisdiction over the matter determines any clause of this Agreement is unenforceable, it shall revise the clause to reflect the intent of the Parties as closely as possible. If revision is not possible, the Court shall strike the clause and the remainder of the Agreement will remain in full force and effect.
- 36.AMENDMENTS:** Any amendments to this Agreement must be in writing and signed by all Parties to this Agreement.
- 37.ENTIRE AGREEMENT:** This Agreement, together with any amendments, is the entire agreement between the Parties, and supersedes any other agreement or discussion between them, whether written or oral in nature.
- 38.COUNTERPARTS.** This Agreement may be signed in counterparts. Each counterpart will be deemed an original and together the separate parts will form one Agreement.

City and Contractor enter the Agreement as of the Effective Date.

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Kennedy/Jenks Consultants, Inc.

Lon Pluckhahn, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, Interim City Attorney

EXHIBIT "A":
Scope of Work

Contractor agrees to provide on-call wastewater treatment engineering and other related professional services for the following categories:

- 2. Wastewater Conveyance, Treatment, and Pump Station System Design
- 5. Structural Engineering Services and Facilities Design
- 6. Construction Management and Inspection Services

These projects are in varying stages of planning and/or design. This list is not meant to be all-inclusive and cover every project that the Wastewater Treatment Division may need consulting services for over the next 5 years. Additional projects are anticipated.

2. Wastewater Systems Design

- Automated process controls for treatment optimization
- Equipment and piping improvements

5. Structural Engineering Services and Facilities Design

- Structural engineering support for repair and rehabilitation projects involving tanks, buildings, pipe supports, process equipment supports, and other structures.
- Temporary and permanent storage buildings, housings, and other structures.
- Upgrades to HVAC systems, roofing systems, roof fans, lighting, building structures and facades.

6. Construction Management and Inspection Services

- a. Pump station and force main improvements
- b. Equipment and piping improvements

The Scope of Work for each project will vary depending on the specific needs of the project. A job specific Scope of Work and budget will be developed and agreed upon by the City and the Contractor chosen for each individual project prior to execution of the work.

Exhibit "B"
Fee Shedule

Client/Address: City of Vancouver
415 W. 6th Street
PO Box 1995
Vancouver, WA 98668-1995
Proposal Date: January 1, 2025



Schedule of Charges

Date: 2025 Labor

Rates

PERSONNEL COMPENSATION

Classification	Hourly Rate
Engineer-Scientist-Specialist 1.....	\$155
Engineer-Scientist-Specialist 2.....	\$165
Engineer-Scientist-Specialist 3.....	\$180
Engineer-Scientist-Specialist 4.....	\$200
Engineer-Scientist-Specialist 5.....	\$225
Engineer-Scientist-Specialist 6.....	\$245
Engineer-Scientist-Specialist 7.....	\$270
Engineer-Scientist-Specialist 8.....	\$295
Engineer-Scientist-Specialist 9.....	\$305
Senior CAD-Designer	\$180
CAD-Designer	\$170
Senior CAD-Technician	\$165
CAD-Technician	\$150
Project Assistant.....	\$150
Administrative Assistant.....	\$133

In addition to the above Hourly Rates, an APC charge of \$5.00 per hour will be added to Personnel Compensation for costs supporting projects including telecommunications, software, information technology, internal photocopying, shipping, and other support activity costs related to the support of projects.

Direct Expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus ten percent for items such as:

- Maps, photographs, 3rd party reproductions, 3rd party printing, equipment rental, and special supplies related to the work.
- Consultants, soils engineers, surveyors, contractors, and other outside services.
- Rented vehicles, local public transportation and taxis, travel and subsistence.
- Project specific telecommunications and delivery charges.
- Special fees, insurance, permits, and licenses applicable to the work.
- Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for vehicles used in connection with the work will be at the federally approved mileage rates or at a negotiated monthly rate.

If prevailing wage rates apply, the above billing rates will be adjusted as appropriate.

Overtime for non-exempt employees will be billed at one and a half times the Hourly Rates specified above.

Rates for professional staff for legal proceedings or as expert witnesses will be at rates one and one-half times the Hourly Rates specified above.

Excise and gross receipts taxes, if any, will be added as a direct expense.



**CITY OF VANCOUVER
SERVICES AGREEMENT**

No. C-101874

ON-CALL WASTEWATER SYSTEM PLANNING AND DESIGN SERVICES

This Services Agreement (the "Agreement"), effective on the date last signed below (the "Effective Date") is entered by the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington (the "City") and Stantec Consulting Services, Inc., a corporation entity organized under the laws of the State of Oregon (the "Contractor"). The City and Contractor are collectively referred to as the "Parties" or individually as a "Party".

RECITALS

- A. The City desires to engage the Contractor to perform Services as described in this Agreement; and
- B. The City advertised and issued a request for qualifications, numbered 52-24 (the "Solicitation") and after evaluation of the Contractor's responsive proposal, found the Contractor capable of performing the required Services.

AGREEMENT

In consideration of the terms and conditions in this Agreement, the Parties agree as follows:

- 1. SCOPE OF SERVICES:** The Contractor agrees to provide the City with all services and materials provided in the Scope of Services, attached as Exhibit "A", and in the City's Solicitation, if any, and the Contractor's responsive proposal to the City's Solicitation, if any (the "Services"). Contractor shall obtain City Project Manager's written approval prior to starting the Services.
- 2. COMPENSATION:** Payment to the Contractor for the Services described in this Agreement shall not exceed \$2,000,000.00 USD.

This payment shall be the maximum compensation for all Services including labor, materials, supplies, equipment, and incidentals necessary to complete the Services. And it shall not be exceeded without the City's prior written authorization in the form of a

negotiated and executed amendment. Contractor agrees this compensation is adequate and sufficient for the timely provision of all Services under this Agreement.

City will limit compensation to the amount specified for each specific task and/or sub-task, unless amended in writing. Contractor shall complete the Services stated within the number of hours identified for each task, and/or sub-task, or for the lump sum amount associated with a task. If compensation is made on an hourly basis and the Services 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 Contractor underestimated the number of hours required to perform the Services, 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 services requested by City. All Deliverables (as defined in Section 8) must be acceptable to City in its sole discretion.

City will reimburse Contractor for the following travel expenses identified in its proposal upon submission of receipts to City: airfare, mileage at the approved IRS rate and lodging at the U.S. General Services Administration rates. For the avoidance of doubt, City will not reimburse Contractor wages incurred during travel time.

- 3. PAYMENT FOR CONTRACTOR SERVICES:** The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, from the previous month. Invoices must be submitted to the Project Manager, Catherine Morey, by email to catherine.morey@cityofvancouver.us and accpay@cityofvancouver.us or by mail to City of Vancouver, Catherine Morey, PO Box 1995, Vancouver, WA 98668.

City shall pay Contractor within 30 days of receipt of Contractor's invoice. The City will pay Contractor pursuant to Exhibit "B." The City may correct any invoice overpaid in error.

During the life of this Agreement, and in consideration of the City's business needs, the Contractor may make requests for compensation adjustments. In consideration of market conditions, the City may allow an annual adjustment to compensation paid supported by the Consumer Price Index for the Seattle-Tacoma-Bellevue area for the previous four quarters. Contractor shall submit the request for consideration, together with supporting documentation, before the anniversary date of this Agreement. The City will review the request and, at its sole discretion, make a decision. If accepted, the adjustment shall become effective on the anniversary date of the Agreement and will be firm for the remainder of the contracted period. All adjustments will be authorized by written contract amendment.

The Parties agree that any amount paid in error by City does not alter the fee schedule. City's contract/purchase order (PO) number on the notice to proceed must be referenced on any invoice submitted for payment.

- 4. TERM OF AGREEMENT:** The term of this Agreement begins on March 1, 2025 and continues until February 28, 2030. The total term shall not exceed five years. The term and any renewal term are collectively the "Term."

5. CITY DATA; DATA SECURITY

5.1 City Data. Contractor may obtain and process City Data in connection with the Services. "City Data" means the data City provides to Contractor in connection with the receipt of the Services and any data generated by Contractor in connection with providing the Services to City. City owns all City Data. City licenses City Data to Contractor solely for the purposes of providing the Services to City or improving the Services for City. Contractor shall not use City Data for any other purpose, including as artificial intelligence training data. Contractor acknowledges that compliance with Applicable Laws under Section 31 of the Agreement includes compliance with all applicable federal, state, and local data protection laws in its provision of the Services.

5.2 Data Security. If Contractor maintains City Data on Contractor systems it will comply with the following data security requirements.

5.2.1 Security Practices. Contractor shall develop, implement, and maintain appropriate administrative, physical, and technical safeguards that are designed to ensure the confidentiality, integrity and availability of City Data. Contractor will enact safeguards that are compliant with industry best practices for the specific City Data obtained by Contractor in connection with the Services.

5.2.2 Location of City Data. Contractor shall maintain City Data solely in data centers located in the United States.

5.2.3 Security Breaches. A "Security Breach" is any suspected or actual unauthorized access to or use of City Data in Contractor's possession.

- a. Notice. Contractor will notify City within 24 hours of any Security Breach. Notice will include details regarding the Security Breach including impacted parties, specific data, and mitigation. Contractor will call 360.487.8888 (if after hours, follow prompt to connect to on-call personnel); email City with a read receipt to help.desk@cityofvancouver.us; and email to the City personnel contact for the Agreement.
- b. Coordination. Immediately after Contractor provides notification of a Security Breach the Parties will begin working together to contain, mitigate, investigate, respond to and remediate the Security Breach. Contractor will cooperate with

all City requests in relation to the Security Breach in compliance with Applicable Law.

- c. Root Cause Analysis. As soon as possible following the Security Breach, Contractor will complete a root cause analysis and will provide a plan to City for remediation and prevention.
- d. Third-Party Notice. Contractor will work together with City to ensure compliance with RCW 19.255.010 if necessary and will make no statement or send notice to any third party regarding the Security Breach without City's prior written consent.
- e. Costs. In addition to its indemnification obligations, Contractor will reimburse City for all costs City incurs associated with any Security Breach, including forensic investigation, costs of providing notice to impacted parties, call centers and credit monitoring as applicable. Contractor will pay or reimburse City for all regulatory fines and other legal costs the City incurs associated with the Security Breach.

6. DELIVERABLES - INTELLECTUAL PROPERTY Contractor may create documents or other work product in connection with providing the Services ("Deliverables"). Contractor assigns and will assign to City all right, title, and interest in and to any Deliverables it creates in connection with providing the Services. Contractor may retain a copy of any Deliverable for its internal business purposes. Contractor's know-how, methodologies and processes are Contractor intellectual property. Contractor grants City a perpetual, irrevocable, royalty-free, worldwide license to use all Contractor intellectual property in connection with the Deliverables for any City purpose.

7. AUDIT RIGHTS: Contractor shall maintain records of all matters related to this Agreement in accordance with generally accepted accounting principles. Contractor shall provide the records to City or any other governmental agency with jurisdiction for audit, at such reasonable times and places as City designates.

8. PUBLIC DISCLOSURE COMPLIANCE: Records relating to Agreement are subject to the following:

8.1 Confidential Information. Any record of City business, including this Agreement, related records, and City Data, is a public record under the Washington Public Records Act, codified at chapter 42.56 RCW ("PRA"). City may be required to disclose this Agreement or related records, including records in Contractor's possession, pursuant to a public disclosure request. City will provide third-party notice to Contractor before disclosing records. Public records may be subject to exemptions from disclosure under the PRA. City agrees to withhold its release of the requested records in dispute for a reasonable amount of time (approximately 10 days) to allow Contractor an opportunity to seek judicial protection pursuant to RCW 42.56.540 as adopted or amended.

8.2 Public Disclosure Compliance. City will comply with the PRA in its receipt of and response to any public disclosure request for responsive records related to this Agreement, subject to applicable exemptions. Under RCW 42.56.060, City will have no liability to Contractor for disclosure of Contractor information acting in good faith pursuant to its obligations under the PRA.

8.3 Subpoenas. If either Party receives a subpoena requiring the disclosure of the other Party's information, that Party will notify the other party and provide a reasonable time for the affected party to obtain a protective order prior to disclosing information. If a Party is prohibited by a court with jurisdiction over the matter from disclosing the subpoena, that Party will provide only the specific information required to be released under the subpoena on the advice of counsel.

8.4 City Data Confidentiality. Notwithstanding Section 8.1-3, Contractor will maintain the confidentiality of all City Data in its possession in conformance with Section 8.

9. STANDARD OF CARE: Contractor shall exercise the degree of skill and diligence normally employed by consultants in the same industry, performing the same or similar services. Contractor will re-perform any Services that breach this provision at no cost to City.

10. DISPUTE RESOLUTION: City and Contractor agree to negotiate in good faith for a period of 30 days from the date of notice of all disputes between them prior to exercising their rights under this Agreement or under law. All disputes between City and Contractor not resolved by negotiation between the Parties may be mediated only by mutual agreement of both Parties. If not mutually agreed to resolve the claim by mediation, the claim will be resolved by legal action. The Parties agree that if litigation is necessary to enforce any of the provisions of this Agreement, each party shall pay all of their own attorney fees and costs related to the litigation.

11. TERMINATION FOR CONVENIENCE: City may terminate this Agreement at any time for convenience. City will pay Contractor for all Services completed up to the date of termination for convenience. A decision by City to terminate for convenience does not waive any legal rights City has to enforce the Agreement.

12. TERMINATION FOR MATERIAL BREACH: If Contractor materially breaches by failing to perform any of the obligations of the Agreement, including violating any law, regulation, rule, or ordinance applicable to this Agreement, or becomes insolvent or declares bankruptcy, or makes an assignment for the benefit of creditors, Contractor shall not be entitled to receive any further payments under the Agreement until the Services are completed to City's satisfaction. City may provide Contractor a cure period in its sole

discretion or may terminate the Agreement and, at City's option, obtain performance of the Services elsewhere.

13. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless City and its officers, councilmembers, commissioners, employees, volunteers, and agents, from any claim, liability, loss, cost, expense, suit, and damages, including attorney's fees and consulting fees relating to (a) a third party claim for intellectual property infringement relating to the Contractor's Services or the Deliverables; (b) Contractor's negligence or willful misconduct; (c) Contractor's material breach of the Agreement; (d) Contractor's non-compliance with applicable law; (e) a third-party Washington Public Records Act claim involving Contractor information; and (f) Contractor's court action to enjoin release of Contractor information under the Washington Public Records Act.

City will promptly notify Contractor of a claim under this Section 13 and will provide reasonable cooperation to Contractor in the defense of the claim. Contractor will have control over defense and settlement of the claim, except that Contractor will not enter any settlement or related agreement without City's prior written consent. Notwithstanding the preceding sentence, City may participate in the defense or settlement of any claim with counsel of its own choosing.

Solely for negligence indemnification claims under (b) above, if Contractor is providing architectural, landscape architectural, engineering, or land surveying services as the Services under this Agreement, and Contractor and City are concurrently negligent, then Contractor will be required to indemnify City only to the extent of Contractor's negligence and will have no obligation to indemnify City for City's sole negligence, pursuant to RCW 4.24.115.

If Contractor or Contractor's employee is a licensed architect, professional engineer, land surveyor, or landscape architect and the Services are related to a construction project, Contractor expressly waives its industrial insurance immunity under the Washington Industrial Insurance Act Title 51 RCW. Contractor acknowledges this waiver has been mutually negotiated and the Parties desire to incorporate this waiver pursuant to RCW 4.24.115(1)(b).

14. INSURANCE: Contractor shall maintain liability insurance for all claims for damages to the City, persons or property that arise from Contractor's performance during the Term of this Agreement.

Contractor shall maintain the following insurance coverage.

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 arising from the performance of this Agreement.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000
IV. Umbrella Liability	
	\$5,000,000
V. Professional Liability	
<i>Policy shall include coverage for all claims for damages to person or property arising from the performance of this Agreement.</i>	<i>\$1,000,000</i>

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

- a. Compliance with other Insurance Policies - Contractor will remain compliant with all other insurance obligations it may have pursuant to its personnel or applicable law.
- b. Coverage Trigger - Contractor's insurance must be on an "occurrence" basis rather than claims made. This type of coverage must be indicated on the Certificate of Insurance.
- c. Additional Insured Requirement - The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as additional insureds where permissible under applicable law. The required Additional Insured endorsements shall be at least as

broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.

- d. Certificates - The City of Vancouver shall be listed on the Certificate of Insurance as the Certificate Holder. Contractor will provide the Certificate of Insurance to City upon request on an ACORD or comparable form.

All policies shall be issued by an insurance company authorized to do business as an insurance company in the State of Washington.

15. RELATIONSHIP OF THE PARTIES. The relationship of the Parties under this Agreement is that of independent contractors. Contractor is solely responsible for the manner, method, and means of providing the Services. Contractor and its employees are not City employees and will not be entitled to or receive any benefits under this Agreement. Contractor will pay all Contractor personnel and pay all taxes, contributions, and benefits that may be required related to its personnel. Neither Party may bind the other except as expressly stated in this Agreement.

16. SUBCONTRACTING: Contractor may subcontract for Services with City's prior written approval in its sole discretion. Contractor is solely responsible for its subcontractors' compliance with this Agreement and will pass through the terms of this Agreement to all subcontractors.

17. COMPLIANCE WITH APPLICABLE LAW: Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations ("Applicable Laws"). Contractor shall modify the Services as necessary to comply with Applicable Laws.

18. E-VERIFY: Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within 60 days of executing this Agreement. Contractor shall ensure all Contractor employees and any subcontractors assigned to perform Services under this Agreement are eligible to work in the United States. Contractor shall provide compliance verification upon City's request.

19. TITLE VI COMPLIANCE: Depending on the Services Contractor provides, the City may use federal funds to compensate Contractor. If federal funds are used, the City, Contractor, and any approved subcontractor must comply with the provisions of Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) (CRA) and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28 (1988) (CRRRA). Contractor must confirm with City whether Title VI is applicable under this Agreement.

20. EQUAL EMPLOYMENT OPPORTUNITY: The City is an equal opportunity employer. Contractor shall not discriminate against any of its employees or applicants for employment on the basis of race, color, creed, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, citizenship or immigration status, age (40 or older), the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, genetic information, honorably discharged veteran or military status, or any other class protected by federal, state, or local employment discrimination laws.

21. ANTI-KICKBACK. City officers and employees shall not have or acquire an interest in the Agreement or solicit, accept, or give any item of value from a person or entity with an interest in this Agreement.

22. PERMITS, LICENSES, AND CERTIFICATIONS. Contractor is solely responsible for any license, permit or certificate that may be required by any federal, state or local law in connection with the performance of Contractor's obligations under this Agreement, including any business license. Contractor may contact the State of Washington Business License Service (BLS) at: 800-451-7985, www.bls.dor.wa.gov/cities/vancouver.aspx or visit the City's website found at www.cityofvancouver.us/businesslicense for assistance with the determination.

23. COOPERATIVE PURCHASING: The Washington State Interlocal Cooperation Act, chapter 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By executing this Agreement, Contractor agrees that other public agencies may purchase goods and services under this Agreement at their own cost. City will have no liability or obligation related to Contractor related to that separate agency agreement. Therefore, City agrees to allow other public agencies to purchase services under this Agreement so long as City is not held financially or legally liable for any separate agency services received pursuant to the Agreement, and that any public agency purchasing under this Agreement file a copy of it in accordance with RCW 39.34.040.

24. DEBARMENT: Contractor certifies that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal, state or local department or agency.

25. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT: Supplier must agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as

amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

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

Either Party may update its address for notice by giving written notice to the other Party.

- 29.ASSIGNMENT.** Contractor shall not assign this Agreement without the express written consent of City. Any assignment in violation of this subsection is void. All terms of this Agreement are binding on any assignee.
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CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Stantec Consulting Services, Inc.

Lon Pluckhahn, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, Interim City Attorney

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Scope of Work

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- 3. Medium Voltage and other Electrical System Design and Engineering Services
- 6. Construction Management and Inspection Services

These projects are in varying stages of planning and/or design. This list is not meant to be all-inclusive and cover every project that the Wastewater Treatment Division may need consulting services for over the next 5 years. Additional projects are anticipated.

2. Wastewater Systems Design

- Automated process controls for treatment optimization
- Equipment and piping improvements

3. Electrical Systems Design

- Medium voltage distribution system upgrades
- Electrical system safety, power, and efficiency evaluations

6. Construction Management and Inspection Services

- a. Pump station and force main improvements
- b. Equipment and piping improvements

The Scope of Work for each project will vary depending on the specific needs of the project. A job specific Scope of Work and budget will be developed and agreed upon by the City and the Contractor chosen for each individual project prior to execution of the work.

EXHIBIT "B":
Fee Schedule

Stantec Hourly Rates	
Labor Classification	2025
Project Controls/Accounting/Admin	\$ 151.86
Designer (CAD/BIM)	\$ 163.10
Associate Engineer (0 to 5 years - unregistered)	\$ 163.10
Field Inspector (5+ years)	\$ 179.98
Staff Engineer (3 to 7 years - registered)	\$ 179.98
Project Engineer (5 to 15 years - registered)	\$ 196.85
Senior Engineer (10 to 20 years - registered)	\$ 208.10
Construction Manager (10+ years - registered and/or CMAA certified)	\$ 219.35
Principal Engineer (15 to 25 years - registered)	\$ 224.97
Discipline Lead (15 to 25 years - registered and discipline specialty)	\$ 253.09
Project Technical Lead (15+ years - registered and design lead)	\$ 292.47
Project Manager (15+ years - registered and/or certified PMP)	\$ 292.47
Technical Advisor (Subject Matter Expert)	\$ 292.47



**CITY OF VANCOUVER
SERVICES AGREEMENT**

No. C-101883

ON-CALL WASTEWATER SYSTEM PLANNING AND DESIGN SERVICES

This Services Agreement (the "Agreement"), effective on the date last signed below (the "Effective Date") is entered by the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington (the "City") and Wallis Engineering PPLC, a Professional Limited Liability Company entity organized under the laws of the State of Washington (the "Contractor"). The City and Contractor are collectively referred to as the "Parties" or individually as a "Party".

RECITALS

- A. The City desires to engage the Contractor to perform Services as described in this Agreement; and
- B. The City advertised and issued a request for qualifications, numbered 52-24 (the "Solicitation") and after evaluation of the Contractor's responsive proposal, found the Contractor capable of performing the required Services.

AGREEMENT

In consideration of the terms and conditions in this Agreement, the Parties agree as follows:

- 1. SCOPE OF SERVICES:** The Contractor agrees to provide the City with all services and materials provided in the Scope of Services, attached as Exhibit "A", and in the City's Solicitation, if any, and the Contractor's responsive proposal to the City's Solicitation, if any (the "Services"). Contractor shall obtain City Project Manager's written approval prior to starting the Services.
- 2. COMPENSATION:** Payment to the Contractor for the Services described in this Agreement shall not exceed \$1,000,000.00 USD.

This payment shall be the maximum compensation for all Services including labor, materials, supplies, equipment, and incidentals necessary to complete the Services. And it shall not be exceeded without the City's prior written authorization in the form of a

negotiated and executed amendment. Contractor agrees this compensation is adequate and sufficient for the timely provision of all Services under this Agreement.

City will limit compensation to the amount specified for each specific task and/or sub-task, unless amended in writing. Contractor shall complete the Services stated within the number of hours identified for each task, and/or sub-task, or for the lump sum amount associated with a task. If compensation is made on an hourly basis and the Services 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 Contractor underestimated the number of hours required to perform the Services, 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 services requested by City. All Deliverables (as defined in Section 8) must be acceptable to City in its sole discretion.

City will reimburse Contractor for the following travel expenses identified in its proposal upon submission of receipts to City: airfare, mileage at the approved IRS rate and lodging at the U.S. General Services Administration rates. For the avoidance of doubt, City will not reimburse Contractor wages incurred during travel time.

- 3. PAYMENT FOR CONTRACTOR SERVICES:** The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, from the previous month. Invoices must be submitted to the Project Manager, Catherine Morey, by email to catherine.morey@cityofvancouver.us and accpay@cityofvancouver.us or by mail to City of Vancouver, Catherine Morey, PO Box 1995, Vancouver, WA 98668.

City shall pay Contractor within 30 days of receipt of Contractor's invoice. The City will pay Contractor pursuant to Exhibit "B." The City may correct any invoice overpaid in error.

During the life of this Agreement, and in consideration of the City's business needs, the Contractor may make requests for compensation adjustments. In consideration of market conditions, the City may allow an annual adjustment to compensation paid supported by the Consumer Price Index for the Seattle-Tacoma-Bellevue area for the previous four quarters. Contractor shall submit the request for consideration, together with supporting documentation, before the anniversary date of this Agreement. The City will review the request and, at its sole discretion, make a decision. If accepted, the adjustment shall become effective on the anniversary date of the Agreement and will be firm for the remainder of the contracted period. All adjustments will be authorized by written contract amendment.

The Parties agree that any amount paid in error by City does not alter the fee schedule. City's contract/purchase order (PO) number on the notice to proceed must be referenced on any invoice submitted for payment.

- 4. TERM OF AGREEMENT:** The term of this Agreement begins on March 1, 2025 and continues until February 28, 2030. The total term shall not exceed five years. The term and any renewal term are collectively the "Term."

5. CITY DATA; DATA SECURITY

5.1 City Data. Contractor may obtain and process City Data in connection with the Services. "City Data" means the data City provides to Contractor in connection with the receipt of the Services and any data generated by Contractor in connection with providing the Services to City. City owns all City Data. City licenses City Data to Contractor solely for the purposes of providing the Services to City or improving the Services for City. Contractor shall not use City Data for any other purpose, including as artificial intelligence training data. Contractor acknowledges that compliance with Applicable Laws under Section 31 of the Agreement includes compliance with all applicable federal, state, and local data protection laws in its provision of the Services.

5.2 Data Security. If Contractor maintains City Data on Contractor systems it will comply with the following data security requirements.

5.2.1 Security Practices. Contractor shall develop, implement, and maintain appropriate administrative, physical, and technical safeguards that are designed to ensure the confidentiality, integrity and availability of City Data. Contractor will enact safeguards that are compliant with industry best practices for the specific City Data obtained by Contractor in connection with the Services.

5.2.2 Location of City Data. Contractor shall maintain City Data solely in data centers located in the United States.

5.2.3 Security Breaches. A "Security Breach" is any suspected or actual unauthorized access to or use of City Data in Contractor's possession.

- a. Notice. Contractor will notify City within 24 hours of any Security Breach. Notice will include details regarding the Security Breach including impacted parties, specific data, and mitigation. Contractor will call 360.487.8888 (if after hours, follow prompt to connect to on-call personnel); email City with a read receipt to help.desk@cityofvancouver.us; and email to the City personnel contact for the Agreement.
- b. Coordination. Immediately after Contractor provides notification of a Security Breach the Parties will begin working together to contain, mitigate, investigate, respond to and remediate the Security Breach. Contractor will cooperate with

all City requests in relation to the Security Breach in compliance with Applicable Law.

- c. Root Cause Analysis. As soon as possible following the Security Breach, Contractor will complete a root cause analysis and will provide a plan to City for remediation and prevention.
- d. Third-Party Notice. Contractor will work together with City to ensure compliance with RCW 19.255.010 if necessary and will make no statement or send notice to any third party regarding the Security Breach without City's prior written consent.
- e. Costs. In addition to its indemnification obligations, Contractor will reimburse City for all costs City incurs associated with any Security Breach, including forensic investigation, costs of providing notice to impacted parties, call centers and credit monitoring as applicable. Contractor will pay or reimburse City for all regulatory fines and other legal costs the City incurs associated with the Security Breach.

6. DELIVERABLES - INTELLECTUAL PROPERTY Contractor may create documents or other work product in connection with providing the Services ("Deliverables"). Contractor assigns and will assign to City all right, title, and interest in and to any Deliverables it creates in connection with providing the Services. Contractor may retain a copy of any Deliverable for its internal business purposes. Contractor's know-how, methodologies and processes are Contractor intellectual property. Contractor grants City a perpetual, irrevocable, royalty-free, worldwide license to use all Contractor intellectual property in connection with the Deliverables for any City purpose.

7. AUDIT RIGHTS: Contractor shall maintain records of all matters related to this Agreement in accordance with generally accepted accounting principles. Contractor shall provide the records to City or any other governmental agency with jurisdiction for audit, at such reasonable times and places as City designates.

8. PUBLIC DISCLOSURE COMPLIANCE: Records relating to Agreement are subject to the following:

8.1 Confidential Information. Any record of City business, including this Agreement, related records, and City Data, is a public record under the Washington Public Records Act, codified at chapter 42.56 RCW ("PRA"). City may be required to disclose this Agreement or related records, including records in Contractor's possession, pursuant to a public disclosure request. City will provide third-party notice to Contractor before disclosing records. Public records may be subject to exemptions from disclosure under the PRA. City agrees to withhold its release of the requested records in dispute for a reasonable amount of time (approximately 10 days) to allow Contractor an opportunity to seek judicial protection pursuant to RCW 42.56.540 as adopted or amended.

8.2 Public Disclosure Compliance. City will comply with the PRA in its receipt of and response to any public disclosure request for responsive records related to this Agreement, subject to applicable exemptions. Under RCW 42.56.060, City will have no liability to Contractor for disclosure of Contractor information acting in good faith pursuant to its obligations under the PRA.

8.3 Subpoenas. If either Party receives a subpoena requiring the disclosure of the other Party's information, that Party will notify the other party and provide a reasonable time for the affected party to obtain a protective order prior to disclosing information. If a Party is prohibited by a court with jurisdiction over the matter from disclosing the subpoena, that Party will provide only the specific information required to be released under the subpoena on the advice of counsel.

8.4 City Data Confidentiality. Notwithstanding Section 8.1-3, Contractor will maintain the confidentiality of all City Data in its possession in conformance with Section 8.

9. STANDARD OF CARE: Contractor shall exercise the degree of skill and diligence normally employed by consultants in the same industry, performing the same or similar services. Contractor will re-perform any Services that breach this provision at no cost to City.

10. DISPUTE RESOLUTION: City and Contractor agree to negotiate in good faith for a period of 30 days from the date of notice of all disputes between them prior to exercising their rights under this Agreement or under law. All disputes between City and Contractor not resolved by negotiation between the Parties may be mediated only by mutual agreement of both Parties. If not mutually agreed to resolve the claim by mediation, the claim will be resolved by legal action. The Parties agree that if litigation is necessary to enforce any of the provisions of this Agreement, each party shall pay all of their own attorney fees and costs related to the litigation.

11. TERMINATION FOR CONVENIENCE: City may terminate this Agreement at any time for convenience. City will pay Contractor for all Services completed up to the date of termination for convenience. A decision by City to terminate for convenience does not waive any legal rights City has to enforce the Agreement.

12. TERMINATION FOR MATERIAL BREACH: If Contractor materially breaches by failing to perform any of the obligations of the Agreement, including violating any law, regulation, rule, or ordinance applicable to this Agreement, or becomes insolvent or declares bankruptcy, or makes an assignment for the benefit of creditors, Contractor shall not be entitled to receive any further payments under the Agreement until the Services are completed to City's satisfaction. City may provide Contractor a cure period in its sole

discretion or may terminate the Agreement and, at City's option, obtain performance of the Services elsewhere.

13. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless City and its officers, councilmembers, commissioners, employees, volunteers, and agents, from any claim, liability, loss, cost, expense, suit, and damages, including attorney's fees and consulting fees relating to (a) a third party claim for intellectual property infringement relating to the Contractor's Services or the Deliverables; (b) Contractor's negligence or willful misconduct; (c) Contractor's material breach of the Agreement; (d) Contractor's non-compliance with applicable law; (e) a third-party Washington Public Records Act claim involving Contractor information; and (f) Contractor's court action to enjoin release of Contractor information under the Washington Public Records Act.

City will promptly notify Contractor of a claim under this Section 13 and will provide reasonable cooperation to Contractor in the defense of the claim. Contractor will have control over defense and settlement of the claim, except that Contractor will not enter any settlement or related agreement without City's prior written consent. Notwithstanding the preceding sentence, City may participate in the defense or settlement of any claim with counsel of its own choosing.

Solely for negligence indemnification claims under (b) above, if Contractor is providing architectural, landscape architectural, engineering, or land surveying services as the Services under this Agreement, and Contractor and City are concurrently negligent, then Contractor will be required to indemnify City only to the extent of Contractor's negligence and will have no obligation to indemnify City for City's sole negligence, pursuant to RCW 4.24.115.

If Contractor or Contractor's employee is a licensed architect, professional engineer, land surveyor, or landscape architect and the Services are related to a construction project, Contractor expressly waives its industrial insurance immunity under the Washington Industrial Insurance Act Title 51 RCW. Contractor acknowledges this waiver has been mutually negotiated and the Parties desire to incorporate this waiver pursuant to RCW 4.24.115(1)(b).

14. INSURANCE: Contractor shall maintain liability insurance for all claims for damages to the City, persons or property that arise from Contractor's performance during the Term of this Agreement.

Contractor shall maintain the following insurance coverage.

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 arising from the performance of this Agreement.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000
IV. Umbrella Liability	
	\$5,000,000
V. Professional Liability	
<i>Policy shall include coverage for all claims for damages to person or property arising from the performance of this Agreement.</i>	<i>\$1,000,000</i>

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

- a. Compliance with other Insurance Policies - Contractor will remain compliant with all other insurance obligations it may have pursuant to its personnel or applicable law.
- b. Coverage Trigger - Contractor's insurance must be on an "occurrence" basis rather than claims made. This type of coverage must be indicated on the Certificate of Insurance.
- c. Additional Insured Requirement - The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as additional insureds where permissible under applicable law. The required Additional Insured endorsements shall be at least as

broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.

- d. Certificates - The City of Vancouver shall be listed on the Certificate of Insurance as the Certificate Holder. Contractor will provide the Certificate of Insurance to City upon request on an ACORD or comparable form.

All policies shall be issued by an insurance company authorized to do business as an insurance company in the State of Washington.

15. RELATIONSHIP OF THE PARTIES. The relationship of the Parties under this Agreement is that of independent contractors. Contractor is solely responsible for the manner, method, and means of providing the Services. Contractor and its employees are not City employees and will not be entitled to or receive any benefits under this Agreement. Contractor will pay all Contractor personnel and pay all taxes, contributions, and benefits that may be required related to its personnel. Neither Party may bind the other except as expressly stated in this Agreement.

16. SUBCONTRACTING: Contractor may subcontract for Services with City's prior written approval in its sole discretion. Contractor is solely responsible for its subcontractors' compliance with this Agreement and will pass through the terms of this Agreement to all subcontractors.

17. COMPLIANCE WITH APPLICABLE LAW: Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations ("Applicable Laws"). Contractor shall modify the Services as necessary to comply with Applicable Laws.

18. E-VERIFY: Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within 60 days of executing this Agreement. Contractor shall ensure all Contractor employees and any subcontractors assigned to perform Services under this Agreement are eligible to work in the United States. Contractor shall provide compliance verification upon City's request.

19. TITLE VI COMPLIANCE: Depending on the Services Contractor provides, the City may use federal funds to compensate Contractor. If federal funds are used, the City, Contractor, and any approved subcontractor must comply with the provisions of Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) (CRA) and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28 (1988) (CRRRA). Contractor must confirm with City whether Title VI is applicable under this Agreement.

20. EQUAL EMPLOYMENT OPPORTUNITY: The City is an equal opportunity employer. Contractor shall not discriminate against any of its employees or applicants for employment on the basis of race, color, creed, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, citizenship or immigration status, age (40 or older), the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, genetic information, honorably discharged veteran or military status, or any other class protected by federal, state, or local employment discrimination laws.

21. ANTI-KICKBACK. City officers and employees shall not have or acquire an interest in the Agreement or solicit, accept, or give any item of value from a person or entity with an interest in this Agreement.

22. PERMITS, LICENSES, AND CERTIFICATIONS. Contractor is solely responsible for any license, permit or certificate that may be required by any federal, state or local law in connection with the performance of Contractor's obligations under this Agreement, including any business license. Contractor may contact the State of Washington Business License Service (BLS) at: 800-451-7985, www.bls.dor.wa.gov/cities/vancouver.aspx or visit the City's website found at www.cityofvancouver.us/businesslicense for assistance with the determination.

23. COOPERATIVE PURCHASING: The Washington State Interlocal Cooperation Act, chapter 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By executing this Agreement, Contractor agrees that other public agencies may purchase goods and services under this Agreement at their own cost. City will have no liability or obligation related to Contractor related to that separate agency agreement. Therefore, City agrees to allow other public agencies to purchase services under this Agreement so long as City is not held financially or legally liable for any separate agency services received pursuant to the Agreement, and that any public agency purchasing under this Agreement file a copy of it in accordance with RCW 39.34.040.

24. DEBARMENT: Contractor certifies that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal, state or local department or agency.

25. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT: Supplier must agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as

amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

26. BYRD ANTI-LOBBYING AMENDMENT: Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Suppliers that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

27. PROCUREMENT OF RECOVERED MATERIALS: Supplier must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

28. NOTICES: All notices will be hand delivered, certified mail, or sent by electronic mail if agreed by the Parties. Notice will be effective when received if hand delivered, on the delivery date if certified mail, or when an email is sent. Notice must be addressed to the Parties at:

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

For the Contractor:
Jane Vail
Wallis Engineering, PLLC
215 W 4th Street, Suite 200
Vancouver, WA 98660
Email: Jane.Vail@Walliseng.net

Either Party may update its address for notice by giving written notice to the other Party.

- 29.ASSIGNMENT.** Contractor shall not assign this Agreement without the express written consent of City. Any assignment in violation of this subsection is void. All terms of this Agreement are binding on any assignee.
- 30.ORDER OF PRECEDENCE:** If there is a conflict between the terms of any document, the order of precedence is as follows: Amendments to this Agreement; this Agreement; City Purchase Orders; Contractor's responsive proposal to City's solicitation; and City's solicitation. The Parties agree that terms included on any Purchase Order or other document provided by Contractor are not part of this Agreement.
- 31.SURVIVAL.** Sections 15 - 35 will survive any termination of this Agreement.
- 32.WAIVER.** A Party's waiver of any term of this Agreement must be in writing and signed by the Party waiving compliance.
- 33.THIRD PARTY BENEFICIARIES.** There are no third-party beneficiaries under this Agreement.
- 34.GOVERNING LAW:** This Agreement is governed by the laws of the State of Washington without regard to its conflicts of laws provisions. Venue for any action arising under this Agreement will be the state or federal courts for Clark County, Washington. The Parties waive any claim of inconvenient forum.
- 35.SEVERABILITY.** If a court with jurisdiction over the matter determines any clause of this Agreement is unenforceable, it shall revise the clause to reflect the intent of the Parties as closely as possible. If revision is not possible, the Court shall strike the clause and the remainder of the Agreement will remain in full force and effect.
- 36.AMENDMENTS:** Any amendments to this Agreement must be in writing and signed by all Parties to this Agreement.
- 37.ENTIRE AGREEMENT:** This Agreement, together with any amendments, is the entire agreement between the Parties, and supersedes any other agreement or discussion between them, whether written or oral in nature.
- 38.COUNTERPARTS.** This Agreement may be signed in counterparts. Each counterpart will be deemed an original and together the separate parts will form one Agreement.

City and Contractor enter the Agreement as of the Effective Date.

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Wallis Engineering, PLLC

Lon Pluckhahn, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, Interim City Attorney

EXHIBIT "A":
Scope of Work

Contractor agrees to provide on-call wastewater treatment engineering and other related professional services for the following categories:

2. Wastewater Conveyance, Treatment, and Pump Station System Design

These projects are in varying stages of planning and/or design. This list is not meant to be all-inclusive and cover every project that the Wastewater Treatment Division may need consulting services for over the next 5 years. Additional projects are anticipated.

2. Wastewater Systems Design

- Automated process controls for treatment optimization
- Equipment and piping improvements

The Scope of Work for each project will vary depending on the specific needs of the project. A job specific Scope of Work and budget will be developed and agreed upon by the City and the Contractor chosen for each individual project prior to execution of the work.

EXHIBIT "B":
Fee Schedule

RATE SCHEDULE

<u>Title</u>	Range	
Principal Engineer	\$208.60	\$208.60
Senior Engineer	\$251.30	\$251.30
Engineering Manager I - VI	\$221.80	\$251.30
Project Engineer I - IX	\$146.50	\$205.50
Staff Engineer I - V	\$119.00	\$144.50
Engineering Intern I - III	\$76.30	\$88.50
Designer I - IV	\$146.50	\$178.10
Construction Manager	\$167.90	\$167.90
Inspector I - III	\$118.00	\$164.80
Technician I-IV	\$88.50	\$146.50
Administrative I – VI	\$58.00	\$138.40

These hourly rates include in-house office expenses, photocopying, and other incidental items. Mileage will be reimbursed at the current standard IRS rate. Outside expenses will be billed at cost plus 10%.



**CITY OF VANCOUVER
SERVICES AGREEMENT**

No. C-101873

ON-CALL WASTEWATER SYSTEM PLANNING AND DESIGN SERVICES

This Services Agreement (the "Agreement"), effective on the date last signed below (the "Effective Date") is entered by the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington (the "City") and Water Systems Consulting a corporation entity organized under the laws of the State of Washington (the "Contractor"). The City and Contractor are collectively referred to as the "Parties" or individually as a "Party".

RECITALS

- A. The City desires to engage the Contractor to perform Services as described in this Agreement; and
- B. The City advertised and issued a request for qualifications, numbered 52-24 (the "Solicitation") and after evaluation of the Contractor's responsive proposal, found the Contractor capable of performing the required Services.

AGREEMENT

In consideration of the terms and conditions in this Agreement, the Parties agree as follows:

- 1. SCOPE OF SERVICES:** The Contractor agrees to provide the City with all services and materials provided in the Scope of Services, attached as Exhibit "A", and in the City's Solicitation, if any, and the Contractor's responsive proposal to the City's Solicitation, if any (the "Services"). Contractor shall obtain City Project Manager's written approval prior to starting the Services.
- 2. COMPENSATION:** Payment to the Contractor for the Services described in this Agreement shall not exceed \$2,000,000.00 USD.

This payment shall be the maximum compensation for all Services including labor, materials, supplies, equipment, and incidentals necessary to complete the Services. And it shall not be exceeded without the City's prior written authorization in the form of a

negotiated and executed amendment. Contractor agrees this compensation is adequate and sufficient for the timely provision of all Services under this Agreement.

City will limit compensation to the amount specified for each specific task and/or sub-task, unless amended in writing. Contractor shall complete the Services stated within the number of hours identified for each task, and/or sub-task, or for the lump sum amount associated with a task. If compensation is made on an hourly basis and the Services 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 Contractor underestimated the number of hours required to perform the Services, 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 services requested by City. All Deliverables (as defined in Section 8) must be acceptable to City in its sole discretion.

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City shall pay Contractor within 30 days of receipt of Contractor's invoice. The City will pay Contractor pursuant to Exhibit "B." The City may correct any invoice overpaid in error.

During the life of this Agreement, and in consideration of the City's business needs, the Contractor may make requests for compensation adjustments. In consideration of market conditions, the City may allow an annual adjustment to compensation paid supported by the Consumer Price Index for the Seattle-Tacoma-Bellevue area for the previous four quarters. Contractor shall submit the request for consideration, together with supporting documentation, before the anniversary date of this Agreement. The City will review the request and, at its sole discretion, make a decision. If accepted, the adjustment shall become effective on the anniversary date of the Agreement and will be firm for the remainder of the contracted period. All adjustments will be authorized by written contract amendment.

The Parties agree that any amount paid in error by City does not alter the fee schedule. City's contract/purchase order (PO) number on the notice to proceed must be referenced on any invoice submitted for payment.

- 4. TERM OF AGREEMENT:** The term of this Agreement begins on March 1, 2025 and continues until February 28, 2030. The total term shall not exceed five years. The term and any renewal term are collectively the "Term."

5. CITY DATA; DATA SECURITY

5.1 City Data. Contractor may obtain and process City Data in connection with the Services. "City Data" means the data City provides to Contractor in connection with the receipt of the Services and any data generated by Contractor in connection with providing the Services to City. City owns all City Data. City licenses City Data to Contractor solely for the purposes of providing the Services to City or improving the Services for City. Contractor shall not use City Data for any other purpose, including as artificial intelligence training data. Contractor acknowledges that compliance with Applicable Laws under Section 31 of the Agreement includes compliance with all applicable federal, state, and local data protection laws in its provision of the Services.

5.2 Data Security. If Contractor maintains City Data on Contractor systems it will comply with the following data security requirements.

5.2.1 Security Practices. Contractor shall develop, implement, and maintain appropriate administrative, physical, and technical safeguards that are designed to ensure the confidentiality, integrity and availability of City Data. Contractor will enact safeguards that are compliant with industry best practices for the specific City Data obtained by Contractor in connection with the Services.

5.2.2 Location of City Data. Contractor shall maintain City Data solely in data centers located in the United States.

5.2.3 Security Breaches. A "Security Breach" is any suspected or actual unauthorized access to or use of City Data in Contractor's possession.

- a. Notice. Contractor will notify City within 24 hours of any Security Breach. Notice will include details regarding the Security Breach including impacted parties, specific data, and mitigation. Contractor will call 360.487.8888 (if after hours, follow prompt to connect to on-call personnel); email City with a read receipt to help.desk@cityofvancouver.us; and email to the City personnel contact for the Agreement.
- b. Coordination. Immediately after Contractor provides notification of a Security Breach the Parties will begin working together to contain, mitigate, investigate, respond to and remediate the Security Breach. Contractor will cooperate with

all City requests in relation to the Security Breach in compliance with Applicable Law.

- c. Root Cause Analysis. As soon as possible following the Security Breach, Contractor will complete a root cause analysis and will provide a plan to City for remediation and prevention.
- d. Third-Party Notice. Contractor will work together with City to ensure compliance with RCW 19.255.010 if necessary and will make no statement or send notice to any third party regarding the Security Breach without City's prior written consent.
- e. Costs. In addition to its indemnification obligations, Contractor will reimburse City for all costs City incurs associated with any Security Breach, including forensic investigation, costs of providing notice to impacted parties, call centers and credit monitoring as applicable. Contractor will pay or reimburse City for all regulatory fines and other legal costs the City incurs associated with the Security Breach.

6. DELIVERABLES - INTELLECTUAL PROPERTY Contractor may create documents or other work product in connection with providing the Services ("Deliverables"). Upon payment to Contractor for all undisputed services, Contractor assigns and will assign to City all right, title, and interest in and to any Deliverables it creates in connection with providing the Services. Contractor may retain a copy of any Deliverable for its internal business purposes. Contractor's know-how, methodologies and processes are Contractor intellectual property. Contractor grants City a perpetual, irrevocable, royalty-free, worldwide license to use all Contractor intellectual property in connection with the Deliverables for any City purpose. City agrees to use the Deliverables only for the purpose stated in the Statement of Work.

7. AUDIT RIGHTS: Contractor shall maintain records of all matters related to this Agreement in accordance with generally accepted accounting principles. Contractor shall provide the records to City or any other governmental agency with jurisdiction for audit, at such reasonable times and places as City designates.

8. PUBLIC DISCLOSURE COMPLIANCE: Records relating to Agreement are subject to the following:

8.1 Confidential Information. Any record of City business, including this Agreement, related records, and City Data, is a public record under the Washington Public Records Act, codified at chapter 42.56 RCW ("PRA"). City may be required to disclose this Agreement or related records, including records in Contractor's possession, pursuant to a public disclosure request. City will provide third-party notice to Contractor before disclosing records. Public records may be subject to exemptions from disclosure under the PRA. City agrees to withhold its release of the requested records in dispute for a

reasonable amount of time (approximately 10 days) to allow Contractor an opportunity to seek judicial protection pursuant to RCW 42.56.540 as adopted or amended.

8.2 Public Disclosure Compliance. City will comply with the PRA in its receipt of and response to any public disclosure request for responsive records related to this Agreement, subject to applicable exemptions. Under RCW 42.56.060, City will have no liability to Contractor for disclosure of Contractor information acting in good faith pursuant to its obligations under the PRA.

8.3 Other Information Disclosure. If either Party receives a subpoena or is otherwise required by law except as stated in 8.1 and 8.2, government regulation, rule to disclose of the other Party's information, that Party will notify the other party (to the extent allowed by law) and provide a reasonable time for the affected party to obtain a protective order prior to disclosing information. If a Party is prohibited by a court with jurisdiction over the matter from disclosing the subpoena, that Party will provide only the specific information required to be released under the subpoena on the advice of counsel.

8.4 City Data Confidentiality. Notwithstanding Section 8.1-3, Contractor will maintain the confidentiality of all City Data in its possession in conformance with Section 8.

9. STANDARD OF CARE: Contractor shall exercise the degree of skill and diligence normally employed by consultants in the same industry, performing the same or similar services. Contractor will re-perform any Services that breach this provision at no cost to City.

10. DISPUTE RESOLUTION: City and Contractor agree to negotiate in good faith for a period of 30 days from the date of notice of all disputes between them prior to exercising their rights under this Agreement or under law. All disputes between City and Contractor not resolved by negotiation between the Parties may be mediated only by mutual agreement of both Parties. If not mutually agreed to resolve the claim by mediation, the claim will be resolved by legal action. The Parties agree that if litigation is necessary to enforce any of the provisions of this Agreement, each party shall pay all of their own attorney fees and costs related to the litigation.

11. TERMINATION FOR CONVENIENCE: City may terminate this Agreement at any time for convenience. City will pay Contractor for all Services completed up to the date of termination for convenience. A decision by City to terminate for convenience does not waive any legal rights City has to enforce the Agreement.

12. TERMINATION FOR MATERIAL BREACH: If Contractor materially breaches by failing to perform any of the obligations of the Agreement, including violating any law,

regulation, rule, or ordinance applicable to this Agreement, or becomes insolvent or declares bankruptcy, or makes an assignment for the benefit of creditors, Contractor shall not be entitled to receive any further payments under the Agreement until the Services are completed to City's satisfaction. City may provide Contractor a cure period in its sole discretion or may terminate the Agreement and, at City's option, obtain performance of the Services elsewhere.

13. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless City and its officers, councilmembers, commissioners, employees, volunteers, and agents, from any claim, liability, loss, cost, expense, suit, and damages, including attorney's fees and consulting fees relating to (a) a third party claim for intellectual property infringement relating to the Contractor's Services or the Deliverables; (b) Contractor's negligence or willful misconduct; (c) Contractor's material breach of the Agreement; (d) Contractor's non-compliance with applicable law; (e) a third-party Washington Public Records Act claim involving Contractor information; and (f) Contractor's court action to enjoin release of Contractor information under the Washington Public Records Act.

City will promptly notify Contractor of a claim under this Section 13 and will provide reasonable cooperation to Contractor in the defense of the claim. Contractor will have control over defense and settlement of the claim, except that Contractor will not enter any settlement or related agreement without City's prior written consent. Notwithstanding the preceding sentence, City may participate in the defense or settlement of any claim with counsel of its own choosing.

Solely for negligence indemnification claims under (b) above, if Contractor is providing architectural, landscape architectural, engineering, or land surveying services as the Services under this Agreement, and Contractor and City are concurrently negligent, then Contractor will be required to indemnify City only to the extent of Contractor's negligence and will have no obligation to indemnify City for City's sole negligence, pursuant to RCW 4.24.115.

If Contractor or Contractor's employee is a licensed architect, professional engineer, land surveyor, or landscape architect and the Services are related to a construction project, Contractor expressly waives its industrial insurance immunity under the Washington Industrial Insurance Act Title 51 RCW. Contractor acknowledges this waiver has been mutually negotiated and the Parties desire to incorporate this waiver pursuant to RCW 4.24.115(1)(b).

Contractor agrees to reimburse City for reasonable attorney's fees and costs.

14. INSURANCE: Contractor shall maintain liability insurance for all claims for damages to the City, persons or property that arise from Contractor's performance during the Term of this Agreement.

Contractor shall maintain the following insurance coverage.

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 arising from the performance of this Agreement.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000
IV. Umbrella Liability	
	\$5,000,000
V. Professional Liability	
Policy shall include coverage for all claims for damages to person or property arising from the performance of this Agreement.	\$1,000,000

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

- a. Compliance with other Insurance Policies - Contractor will remain compliant with all other insurance obligations it may have pursuant to its personnel or applicable law.

- b. Coverage Trigger –Contractor’s insurance must be on an “occurrence” basis rather than claims made. This type of coverage must be indicated on the Certificate of Insurance.
- c. Additional Insured Requirement - The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as additional insureds where permissible under applicable law. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.
- d. Certificates - The City of Vancouver shall be listed on the Certificate of Insurance as the Certificate Holder. Contractor will provide the Certificate of Insurance to City upon request on an ACORD or comparable form.

All policies shall be issued by an insurance company authorized to do business as an insurance company in the State of Washington.

15. RELATIONSHIP OF THE PARTIES. The relationship of the Parties under this Agreement is that of independent contractors. Contractor is solely responsible for the manner, method, and means of providing the Services. Contractor and its employees are not City employees and will not be entitled to or receive any benefits under this Agreement. Contractor will pay all Contractor personnel and pay all taxes, contributions, and benefits that may be required related to its personnel. Neither Party may bind the other except as expressly stated in this Agreement.

16. SUBCONTRACTING: Contractor may subcontract for Services with City’s prior written approval in its sole discretion. Contractor is solely responsible for its subcontractors’ compliance with this Agreement and will pass through the terms of this Agreement to all subcontractors.

17. COMPLIANCE WITH APPLICABLE LAW: Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations (“Applicable Laws”). Contractor shall modify the Services as necessary to comply with Applicable Laws.

18. E-VERIFY: Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within 60 days of executing this Agreement. Contractor shall ensure all Contractor employees and any subcontractors assigned to perform Services under this Agreement are eligible to work in the United States. Contractor shall provide compliance verification upon City’s request.

19. TITLE VI COMPLIANCE: Depending on the Services Contractor provides, the City may use federal funds to compensate Contractor. If federal funds are used, the City, Contractor, and any approved subcontractor must comply with the provisions of Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) (CRA) and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28 (1988) (CRRA). Contractor must confirm with City whether Title VI is applicable under this Agreement.

20. EQUAL EMPLOYMENT OPPORTUNITY: The City is an equal opportunity employer. Contractor shall not discriminate against any of its employees or applicants for employment on the basis of race, color, creed, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, citizenship or immigration status, age (40 or older), the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, genetic information, honorably discharged veteran or military status, or any other class protected by federal, state, or local employment discrimination laws.

21. ANTI-KICKBACK. City officers and employees shall not have or acquire an interest in the Agreement or solicit, accept, or give any item of value from a person or entity with an interest in this Agreement.

22. PERMITS, LICENSES, AND CERTIFICATIONS. Contractor is solely responsible for any license, permit or certificate that may be required by any federal, state or local law in connection with the performance of Contractor's obligations under this Agreement, including any business license. Contractor shall assist City, as appropriate, in City's application for permits and approvals typically required of an Owner. Contractor may contact the State of Washington Business License Service (BLS) at: 800-451-7985, www.bls.dor.wa.gov/cities/vancouver.aspx or visit the City's website found at www.cityofvancouver.us/businesslicense for assistance with the determination.

23. COOPERATIVE PURCHASING: The Washington State Interlocal Cooperation Act, chapter 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By executing this Agreement, Contractor agrees that other public agencies may purchase goods and services under this Agreement at their own cost. City will have no liability or obligation related to Contractor related to that separate agency agreement. Therefore, City agrees to allow other public agencies to purchase services under this Agreement so long as City is not held financially or legally liable for any separate agency services received pursuant to the Agreement, and that any public

agency purchasing under this Agreement file a copy of it in accordance with RCW 39.34.040.

24.DEBARMENT: Contractor certifies that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal, state or local department or agency.

25.CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT: Supplier must agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

26.BYRD ANTI-LOBBYING AMENDMENT: Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Suppliers that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

27.PROCUREMENT OF RECOVERED MATERIALS: Supplier must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

28.NOTICES: All notices will be hand delivered, certified mail, or sent by electronic mail if agreed by the Parties. Notice will be effective when received if hand delivered, on the delivery date if certified mail, or when an email is sent. Notice must be addressed to the Parties at:

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

For the Contractor:
Scott Duren
Water Systems Consulting, Inc.
4640 S Macadam Ave, Suite 110
Portland, OR 97239
Email: sduren@wsc-inc.com

Either Party may update its address for notice by giving written notice to the other Party.

29.ASSIGNMENT. Contractor shall not assign this Agreement without the express written consent of City. Any assignment in violation of this subsection is void. All terms of this Agreement are binding on any assignee.

30.ORDER OF PRECEDENCE: If there is a conflict between the terms of any document, the order of precedence is as follows: Amendments to this Agreement; this Agreement; City Purchase Orders; Contractor's responsive proposal to City's solicitation; and City's solicitation. The Parties agree that terms included on any Purchase Order or other document provided by Contractor are not part of this Agreement.

31.SURVIVAL. Sections 15 - 35 will survive any termination of this Agreement.

32.WAIVER. A Party's waiver of any term of this Agreement must be in writing and signed by the Party waiving compliance.

33.THIRD PARTY BENEFICIARIES. There are no third-party beneficiaries under this Agreement.

34.GOVERNING LAW: This Agreement is governed by the laws of the State of Washington without regard to its conflicts of laws provisions. Venue for any action arising under this Agreement will be the state or federal courts for Clark County, Washington. The Parties waive any claim of inconvenient forum.

35.SEVERABILITY. If a court with jurisdiction over the matter determines any clause of this Agreement is unenforceable, it shall revise the clause to reflect the intent of the Parties as closely as possible. If revision is not possible, the Court shall strike the clause and the remainder of the Agreement will remain in full force and effect.

36.AMENDMENTS: Any amendments to this Agreement must be in writing and signed by all Parties to this Agreement.

37. ENTIRE AGREEMENT: This Agreement, together with any amendments, is the entire agreement between the Parties, and supersedes any other agreement or discussion between them, whether written or oral in nature.

38. COUNTERPARTS. This Agreement may be signed in counterparts. Each counterpart will be deemed an original and together the separate parts will form one Agreement.

City and Contractor enter the Agreement as of the Effective Date.

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Water Systems Consulting, Inc.

Lon Pluckhahn, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, Interim City Attorney

EXHIBIT "A":
Scope of Work

Contractor agrees to provide on-call wastewater treatment engineering and other related professional services for the following categories:

1. Wastewater Treatment and Conveyance Planning and Modeling

These projects are in varying stages of planning and/or design. This list is not meant to be all-inclusive and cover every project that the Wastewater Treatment Division may need consulting services for over the next 5 years. Additional projects are anticipated.

1. Planning and Modeling

- Capacity evaluation for hydraulic flow and organic loading to treatment plants and pump stations
- Unit process modeling for treatment processes
- Wastewater and solids treatment technology evaluations and studies
- Infrastructure and equipment condition assessments
- Earthquake, flood and other disaster evaluations and resiliency planning
- Federal and state financing opportunities evaluation and support
- Treatment plant expansion planning

The Scope of Work for each project will vary depending on the specific needs of the project. A job specific Scope of Work and budget will be developed and agreed upon by the City and the Contractor chosen for each individual project prior to execution of the work.

EXHIBIT "B":
Fee Schedule

2025 Classifications and Rates

	Hourly Rate
Engineers / Project Managers / Planners / Hydrogeologists	
Engineering Intern	\$ 148.00
Assistant	\$ 170.00
Staff I	\$ 180.00
Staff II	\$ 191.00
Staff III	\$ 202.00
Associate I	\$ 218.00
Associate II	\$ 230.00
Associate III	\$ 240.00
Senior I	\$ 267.00
Senior II	\$ 279.00
Senior III	\$ 301.00
Principal I	\$ 322.00
Principal II	\$ 366.00
Principal III	\$ 415.00
Outreach and Communications	
Communications Support I	\$ 153.00
Communications Support II	\$ 170.00
Communications Support III	\$ 197.00
Communication Strategist I	\$ 230.00
Communication Strategist II	\$ 257.00
Communication Strategist III	\$ 279.00
Senior Communication Strategist I	\$ 322.00
Senior Communication Strategist II	\$ 344.00
Senior Communication Strategist III	\$ 366.00
CAD / Design Services	
Technician/Designer I	\$ 158.00
Technician/Designer II	\$ 186.00
Technician/Designer III	\$ 208.00
Administrative Services	
Administration/Clerical I	\$ 153.00
Administration/Clerical II	\$ 164.00
Administration/Clerical III	\$ 186.00

Other Expenses

5% mark-up on direct expenses; 5% mark-up for sub-contracted services
Standard mileage rate \$0.65 per mile (or current Federal Mileage Reimbursement Rate)



**CITY OF VANCOUVER
SERVICES AGREEMENT**

No. C-101888

ON-CALL WASTEWATER SYSTEM PLANNING AND DESIGN SERVICES

This Services Agreement (the "Agreement"), effective on the date last signed below (the "Effective Date") is entered by the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington (the "City") and West Yost & Associates Inc., a corporation entity organized under the laws of the State of Washington (the "Contractor"). The City and Contractor are collectively referred to as the "Parties" or individually as a "Party".

RECITALS

- A. The City desires to engage the Contractor to perform Services as described in this Agreement; and
- B. The City advertised and issued a request for qualifications, numbered 52-24 (the "Solicitation") and after evaluation of the Contractor's responsive proposal, found the Contractor capable of performing the required Services.

AGREEMENT

In consideration of the terms and conditions in this Agreement, the Parties agree as follows:

- 1. SCOPE OF SERVICES:** The Contractor agrees to provide the City with all services and materials provided in the Scope of Services, attached as Exhibit "A", and in the City's Solicitation, if any, and the Contractor's responsive proposal to the City's Solicitation, if any (the "Services"). Contractor shall obtain City Project Manager's written approval prior to starting the Services.
- 2. COMPENSATION:** Payment to the Contractor for the Services described in this Agreement shall not exceed \$1,000,000.00 USD.

This payment shall be the maximum compensation for all Services including labor, materials, supplies, equipment, and incidentals necessary to complete the Services. And it shall not be exceeded without the City's prior written authorization in the form of a

negotiated and executed amendment. Contractor agrees this compensation is adequate and sufficient for the timely provision of all Services under this Agreement.

City will limit compensation to the amount specified for each specific task and/or sub-task, unless amended in writing. Contractor shall complete the Services stated within the number of hours identified for each task, and/or sub-task, or for the lump sum amount associated with a task. If compensation is made on an hourly basis and the Services 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 Contractor underestimated the number of hours required to perform the Services, 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 services requested by City. All Deliverables (as defined in Section 8) must be acceptable to City in its sole discretion.

City will reimburse Contractor for the following travel expenses identified in its proposal upon submission of receipts to City: airfare, mileage at the approved IRS rate and lodging at the U.S. General Services Administration rates. For the avoidance of doubt, City will not reimburse Contractor wages incurred during travel time.

- 3. PAYMENT FOR CONTRACTOR SERVICES:** The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, from the previous month. Invoices must be submitted to the Project Manager, Catherine Morey, by email to catherine.morey@cityofvancouver.us and accpay@cityofvancouver.us or by mail to City of Vancouver, Catherine Morey, PO Box 1995, Vancouver, WA 98668.

City shall pay Contractor within 30 days of receipt of Contractor's invoice. The City will pay Contractor pursuant to Exhibit "B." The City may correct any invoice overpaid in error.

During the life of this Agreement, and in consideration of the City's business needs, the Contractor may make requests for compensation adjustments. In consideration of market conditions, the City may allow an annual adjustment to compensation paid supported by the Consumer Price Index for the Seattle-Tacoma-Bellevue area for the previous four quarters. Contractor shall submit the request for consideration, together with supporting documentation, before the anniversary date of this Agreement. The City will review the request and, at its sole discretion, make a decision. If accepted, the adjustment shall become effective on the anniversary date of the Agreement and will be firm for the remainder of the contracted period. All adjustments will be authorized by written contract amendment.

The Parties agree that any amount paid in error by City does not alter the fee schedule. City's contract/purchase order (PO) number on the notice to proceed must be referenced on any invoice submitted for payment.

- 4. TERM OF AGREEMENT:** The term of this Agreement begins on March 1, 2025 and continues until February 28, 2030. The total term shall not exceed five years. The term and any renewal term are collectively the "Term."

5. CITY DATA; DATA SECURITY

5.1 City Data. Contractor may obtain and process City Data in connection with the Services. "City Data" means the data City provides to Contractor in connection with the receipt of the Services and any data generated by Contractor in connection with providing the Services to City. City owns all City Data. City licenses City Data to Contractor solely for the purposes of providing the Services to City or improving the Services for City. Contractor shall not use City Data for any other purpose, including as artificial intelligence training data. Contractor acknowledges that compliance with Applicable Laws under Section 31 of the Agreement includes compliance with all applicable federal, state, and local data protection laws in its provision of the Services.

5.2 Data Security. If Contractor maintains City Data on Contractor systems it will comply with the following data security requirements.

5.2.1 Security Practices. Contractor shall develop, implement, and maintain appropriate administrative, physical, and technical safeguards that are designed to ensure the confidentiality, integrity and availability of City Data. Contractor will enact safeguards that are compliant with industry best practices for the specific City Data obtained by Contractor in connection with the Services.

5.2.2 Location of City Data. Contractor shall maintain City Data solely in data centers located in the United States.

5.2.3 Security Breaches. A "Security Breach" is any suspected or actual unauthorized access to or use of City Data in Contractor's possession.

- a. Notice. Contractor will notify City within 24 hours of any Security Breach. Notice will include details regarding the Security Breach including impacted parties, specific data, and mitigation. Contractor will call 360.487.8888 (if after hours, follow prompt to connect to on-call personnel); email City with a read receipt to help.desk@cityofvancouver.us; and email to the City personnel contact for the Agreement.
- b. Coordination. Immediately after Contractor provides notification of a Security Breach the Parties will begin working together to contain, mitigate, investigate, respond to and remediate the Security Breach. Contractor will cooperate with

all City requests in relation to the Security Breach in compliance with Applicable Law.

- c. Root Cause Analysis. As soon as possible following the Security Breach, Contractor will complete a root cause analysis and will provide a plan to City for remediation and prevention.
- d. Third-Party Notice. Contractor will work together with City to ensure compliance with RCW 19.255.010 if necessary and will make no statement or send notice to any third party regarding the Security Breach without City's prior written consent.
- e. Costs. In addition to its indemnification obligations, Contractor will reimburse City for all costs City incurs associated with any Security Breach, including forensic investigation, costs of providing notice to impacted parties, call centers and credit monitoring as applicable. Contractor will pay or reimburse City for all regulatory fines and other legal costs the City incurs associated with the Security Breach.

6. DELIVERABLES - INTELLECTUAL PROPERTY Contractor may create documents or other work product in connection with providing the Services ("Deliverables"). Contractor assigns and will assign to City all right, title, and interest in and to any Deliverables it creates in connection with providing the Services. Contractor may retain a copy of any Deliverable for its internal business purposes. Contractor's know-how, methodologies and processes are Contractor intellectual property. Contractor grants City a perpetual, irrevocable, royalty-free, worldwide license to use all Contractor intellectual property in connection with the Deliverables for any City purpose.

7. AUDIT RIGHTS: Contractor shall maintain records of all matters related to this Agreement in accordance with generally accepted accounting principles. Contractor shall provide the records to City or any other governmental agency with jurisdiction for audit, at such reasonable times and places as City designates.

8. PUBLIC DISCLOSURE COMPLIANCE: Records relating to Agreement are subject to the following:

8.1 Confidential Information. Any record of City business, including this Agreement, related records, and City Data, is a public record under the Washington Public Records Act, codified at chapter 42.56 RCW ("PRA"). City may be required to disclose this Agreement or related records, including records in Contractor's possession, pursuant to a public disclosure request. City will provide third-party notice to Contractor before disclosing records. Public records may be subject to exemptions from disclosure under the PRA. City agrees to withhold its release of the requested records in dispute for a reasonable amount of time (approximately 10 days) to allow Contractor an opportunity to seek judicial protection pursuant to RCW 42.56.540 as adopted or amended.

8.2 Public Disclosure Compliance. City will comply with the PRA in its receipt of and response to any public disclosure request for responsive records related to this Agreement, subject to applicable exemptions. Under RCW 42.56.060, City will have no liability to Contractor for disclosure of Contractor information acting in good faith pursuant to its obligations under the PRA.

8.3 Subpoenas. If either Party receives a subpoena requiring the disclosure of the other Party's information, that Party will notify the other party and provide a reasonable time for the affected party to obtain a protective order prior to disclosing information. If a Party is prohibited by a court with jurisdiction over the matter from disclosing the subpoena, that Party will provide only the specific information required to be released under the subpoena on the advice of counsel.

8.4 City Data Confidentiality. Notwithstanding Section 8.1-3, Contractor will maintain the confidentiality of all City Data in its possession in conformance with Section 8.

9. STANDARD OF CARE: Contractor shall exercise the degree of skill and diligence normally employed by consultants in the same industry, performing the same or similar services. Contractor will re-perform any Services that breach this provision at no cost to City.

10. DISPUTE RESOLUTION: City and Contractor agree to negotiate in good faith for a period of 30 days from the date of notice of all disputes between them prior to exercising their rights under this Agreement or under law. All disputes between City and Contractor not resolved by negotiation between the Parties may be mediated only by mutual agreement of both Parties. If not mutually agreed to resolve the claim by mediation, the claim will be resolved by legal action. The Parties agree that if litigation is necessary to enforce any of the provisions of this Agreement, each party shall pay all of their own attorney fees and costs related to the litigation.

11. TERMINATION FOR CONVENIENCE: City may terminate this Agreement at any time for convenience. City will pay Contractor for all Services completed up to the date of termination for convenience. A decision by City to terminate for convenience does not waive any legal rights City has to enforce the Agreement.

12. TERMINATION FOR MATERIAL BREACH: If Contractor materially breaches by failing to perform any of the obligations of the Agreement, including violating any law, regulation, rule, or ordinance applicable to this Agreement, or becomes insolvent or declares bankruptcy, or makes an assignment for the benefit of creditors, Contractor shall not be entitled to receive any further payments under the Agreement until the Services are completed to City's satisfaction. City may provide Contractor a cure period in its sole

discretion or may terminate the Agreement and, at City's option, obtain performance of the Services elsewhere.

13. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless City and its officers, councilmembers, commissioners, employees, volunteers, and agents, from any claim, liability, loss, cost, expense, suit, and damages, including attorney's fees and consulting fees relating to (a) a third party claim for intellectual property infringement relating to the Contractor's Services or the Deliverables; (b) Contractor's negligence or willful misconduct; (c) Contractor's material breach of the Agreement; (d) Contractor's non-compliance with applicable law; (e) a third-party Washington Public Records Act claim involving Contractor information; and (f) Contractor's court action to enjoin release of Contractor information under the Washington Public Records Act.

City will promptly notify Contractor of a claim under this Section 13 and will provide reasonable cooperation to Contractor in the defense of the claim. Contractor will have control over defense and settlement of the claim, except that Contractor will not enter any settlement or related agreement without City's prior written consent. Notwithstanding the preceding sentence, City may participate in the defense or settlement of any claim with counsel of its own choosing.

Solely for negligence indemnification claims under (b) above, if Contractor is providing architectural, landscape architectural, engineering, or land surveying services as the Services under this Agreement, and Contractor and City are concurrently negligent, then Contractor will be required to indemnify City only to the extent of Contractor's negligence and will have no obligation to indemnify City for City's sole negligence, pursuant to RCW 4.24.115.

If Contractor or Contractor's employee is a licensed architect, professional engineer, land surveyor, or landscape architect and the Services are related to a construction project, Contractor expressly waives its industrial insurance immunity under the Washington Industrial Insurance Act Title 51 RCW. Contractor acknowledges this waiver has been mutually negotiated and the Parties desire to incorporate this waiver pursuant to RCW 4.24.115(1)(b).

14. INSURANCE: Contractor shall maintain liability insurance for all claims for damages to the City, persons or property that arise from Contractor's performance during the Term of this Agreement.

Contractor shall maintain the following insurance coverage.

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 arising from the performance of this Agreement.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000
IV. Umbrella Liability	
	\$5,000,000
V. Professional Liability	
Policy shall include coverage for all claims for damages to person or property arising from the performance of this Agreement.	\$1,000,000

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

- a. Compliance with other Insurance Policies - Contractor will remain compliant with all other insurance obligations it may have pursuant to its personnel or applicable law.
- b. Coverage Trigger - Contractor's insurance, except for Professional Liability and Worker's Compensation, must be on an "occurrence" basis rather than claims made. This type of coverage must be indicated on the Certificate of Insurance.
- c. Additional Insured Requirement - The City of Vancouver, its designated Agents and Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as additional insureds where permissible under applicable law. The required Additional Insured endorsements shall be at least as

broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 or carrier equivalent must be included with the Certificate of Insurance.

- d. Certificates - The City of Vancouver shall be listed on the Certificate of Insurance as the Certificate Holder. Contractor will provide the Certificate of Insurance to City upon request on an ACORD or comparable form.

All policies shall be issued by an insurance company authorized to do business as an insurance company in the State of Washington.

15. RELATIONSHIP OF THE PARTIES. The relationship of the Parties under this Agreement is that of independent contractors. Contractor is solely responsible for the manner, method, and means of providing the Services. Contractor and its employees are not City employees and will not be entitled to or receive any benefits under this Agreement. Contractor will pay all Contractor personnel and pay all taxes, contributions, and benefits that may be required related to its personnel. Neither Party may bind the other except as expressly stated in this Agreement.

16. SUBCONTRACTING: Contractor may subcontract for Services with City's prior written approval in its sole discretion. Contractor is solely responsible for its subcontractors' compliance with this Agreement and will pass through the terms of this Agreement to all subcontractors.

17. COMPLIANCE WITH APPLICABLE LAW: Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations ("Applicable Laws"). Contractor shall modify the Services as necessary to comply with Applicable Laws.

18. E-VERIFY: Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within 60 days of executing this Agreement. Contractor shall ensure all Contractor employees and any subcontractors assigned to perform Services under this Agreement are eligible to work in the United States. Contractor shall provide compliance verification upon City's request.

19. TITLE VI COMPLIANCE: Depending on the Services Contractor provides, the City may use federal funds to compensate Contractor. If federal funds are used, the City, Contractor, and any approved subcontractor must comply with the provisions of Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) (CRA) and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28 (1988) (CRRRA). Contractor must confirm with City whether Title VI is applicable under this Agreement.

- 20. EQUAL EMPLOYMENT OPPORTUNITY:** The City is an equal opportunity employer. Contractor shall not discriminate against any of its employees or applicants for employment on the basis of race, color, creed, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, citizenship or immigration status, age (40 or older), the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, genetic information, honorably discharged veteran or military status, or any other class protected by federal, state, or local employment discrimination laws.
- 21. ANTI-KICKBACK.** City officers and employees shall not have or acquire an interest in the Agreement or solicit, accept, or give any item of value from a person or entity with an interest in this Agreement.
- 22. PERMITS, LICENSES, AND CERTIFICATIONS.** Contractor is solely responsible for any license, permit or certificate that may be required by any federal, state or local law in connection with the performance of Contractor's obligations under this Agreement, including any business license. Contractor may contact the State of Washington Business License Service (BLS) at: 800-451-7985, www.bls.dor.wa.gov/cities/vancouver.aspx or visit the City's website found at www.cityofvancouver.us/businesslicense for assistance with the determination.
- 23. COOPERATIVE PURCHASING:** The Washington State Interlocal Cooperation Act, chapter 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By executing this Agreement, Contractor agrees that other public agencies may purchase goods and services under this Agreement at their own cost. City will have no liability or obligation related to Contractor related to that separate agency agreement. Therefore, City agrees to allow other public agencies to purchase services under this Agreement so long as City is not held financially or legally liable for any separate agency services received pursuant to the Agreement, and that any public agency purchasing under this Agreement file a copy of it in accordance with RCW 39.34.040.
- 24. DEBARMENT:** Contractor certifies that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal, state or local department or agency.
- 25. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT:** Supplier must agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as

amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

26. BYRD ANTI-LOBBYING AMENDMENT: Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Suppliers that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

27. PROCUREMENT OF RECOVERED MATERIALS: Supplier must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

28. NOTICES: All notices will be hand delivered, certified mail, or sent by electronic mail if agreed by the Parties. Notice will be effective when received if hand delivered, on the delivery date if certified mail, or when an email is sent. Notice must be addressed to the Parties at:

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

For the Contractor:
Nate Cullen
West Yost & Associates Inc.
5 Centerpointe Drive, Suite 130
Lake Oswego, OR 97035
Email: ncullen@westyost.com

Either Party may update its address for notice by giving written notice to the other Party.

- 29.ASSIGNMENT.** Contractor shall not assign this Agreement without the express written consent of City. Any assignment in violation of this subsection is void. All terms of this Agreement are binding on any assignee.
- 30.ORDER OF PRECEDENCE:** If there is a conflict between the terms of any document, the order of precedence is as follows: Amendments to this Agreement; this Agreement; City Purchase Orders; Contractor's responsive proposal to City's solicitation; and City's solicitation. The Parties agree that terms included on any Purchase Order or other document provided by Contractor are not part of this Agreement.
- 31.SURVIVAL.** Sections 15 - 35 will survive any termination of this Agreement.
- 32.WAIVER.** A Party's waiver of any term of this Agreement must be in writing and signed by the Party waiving compliance.
- 33.THIRD PARTY BENEFICIARIES.** There are no third-party beneficiaries under this Agreement.
- 34.GOVERNING LAW:** This Agreement is governed by the laws of the State of Washington without regard to its conflicts of laws provisions. Venue for any action arising under this Agreement will be the state or federal courts for Clark County, Washington. The Parties waive any claim of inconvenient forum.
- 35.SEVERABILITY.** If a court with jurisdiction over the matter determines any clause of this Agreement is unenforceable, it shall revise the clause to reflect the intent of the Parties as closely as possible. If revision is not possible, the Court shall strike the clause and the remainder of the Agreement will remain in full force and effect.
- 36.AMENDMENTS:** Any amendments to this Agreement must be in writing and signed by all Parties to this Agreement.
- 37.ENTIRE AGREEMENT:** This Agreement, together with any amendments, is the entire agreement between the Parties, and supersedes any other agreement or discussion between them, whether written or oral in nature.
- 38.COUNTERPARTS.** This Agreement may be signed in counterparts. Each counterpart will be deemed an original and together the separate parts will form one Agreement.

City and Contractor enter the Agreement as of the Effective Date.

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
West Yost & Associates Inc.

Lon Pluckhahn, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, Interim City Attorney

EXHIBIT "A":
Scope of Work

Contractor agrees to provide on-call wastewater treatment engineering and other related professional services for the following categories:

1. Wastewater Treatment and Conveyance Planning and Modeling
4. Regulatory Support Services Related to NPDES Permits; Air Permits; Other Environmental Permits; Environmental Policy Engagement

These projects are in varying stages of planning and/or design. This list is not meant to be all-inclusive and cover every project that the Wastewater Treatment Division may need consulting services for over the next 5 years. Additional projects are anticipated.

1. Planning and Modeling

- Capacity evaluation for hydraulic flow and organic loading to treatment plants and pump stations
- Unit process modeling for treatment processes
- Wastewater and solids treatment technology evaluations and studies
- Infrastructure and equipment condition assessments
- Earthquake, flood and other disaster evaluations and resiliency planning
- Federal and state financing opportunities evaluation and support
- Treatment plant expansion planning

4. Regulatory Services

- Support services related to EPA and SWCAA regulations, including SSI Rule (40 CFR Part 62 Subpart LLL).
- Support services related to EPA/Washington Department of Ecology NPDES and other water quality regulations; solid and hazardous waste regulations.
- PFAS plans and strategies related to wastewater facilities including, as examples:
 - Program development for NPDES permit requirements to investigate and control sources of PFAS from industrial and commercial users, as well as source water and residential sources.
 - Sampling strategies and data evaluation from industrial users and at treatment plants
- Communication strategies and outreach materials for PFAS, microplastics and other emerging contaminants of concern regarding biosolids, wastewater systems and receiving waters.
- Strategic projects to address anticipated changes in state and federal water and air quality policies and regulations.

The Scope of Work for each project will vary depending on the specific needs of the project. A job specific Scope of Work and budget will be developed and agreed upon by the City and the Contractor chosen for each individual project prior to execution of the work.

**EXHIBIT "B":
Fee Schedule**

2025 Billing Rate Schedule

POSITIONS	LABOR CHARGES (DOLLARS PER HOUR)
ENGINEERING	
Principal/Vice President	\$373
Engineer/Scientist/Geologist Manager I / II	\$352 / \$369
Principal Engineer/Scientist/Geologist I / II	\$317 / \$338
Senior Engineer/Scientist/Geologist I / II	\$286 / \$300
Associate Engineer/Scientist/Geologist I / II	\$237 / \$255
Engineer/Scientist/Geologist I / II	\$185 / \$215
Engineering Aide	\$111
Field Monitoring Services	\$138
Administrative I / II / III / IV	\$102 / \$127 / \$152 / \$168
ENGINEERING TECHNOLOGY	
Engineering Tech Manager I / II	\$366 / \$369
Principal Tech Specialist I / II	\$336 / \$348
Senior Tech Specialist I / II	\$308 / \$321
Senior GIS Analyst	\$278
GIS Analyst	\$264
Technical Specialist I / II / III / IV	\$196 / \$224 / \$251 / \$280
Technical Analyst I / II	\$141 / \$168
Technical Analyst Intern	\$113
Cross-Connection Control Specialist I / II / III / IV	\$147 / \$159 / \$179 / \$198
CAD Manager	\$222
CAD Designer I / II	\$172 / \$194
CONSTRUCTION MANAGEMENT	
Senior Construction Manager	\$355
Construction Manager I / II / III / IV	\$211 / \$226 / \$239 / \$303
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	\$190 / \$211 / \$235 / \$244
Apprentice Inspector	\$172
CM Administrative I / II	\$91 / \$124
Field Services	\$244

- Hourly rates include charges for technology and communication, such as general and CAD computer software, telephone calls, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.
- Outside services, such as vendor reproductions, prints, and shipping; major West Yost reproduction efforts; as well as engineering supplies, etc., will be billed at the actual cost plus 15%.
- The Federal Mileage Rate will be used for mileage charges and will be based on the Federal Mileage Rate applicable to when the mileage costs were incurred. Travel other than mileage will be billed at cost.
- Subconsultants will be billed at actual cost plus 10%.
- Expert witness services, research, technical review, analysis, preparation, and meetings will be billed at 150% of standard hourly rates. Expert witness testimony and depositions will be billed at 200% of standard hourly rates.
- A finance charge of 1.5% per month (an annual rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.



**CITY OF VANCOUVER
SERVICES AGREEMENT**

No. C-101902

ON-CALL WASTEWATER SYSTEM PLANNING AND DESIGN SERVICES

This Services Agreement (the "Agreement"), effective on the date last signed below (the "Effective Date") is entered by the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington (the "City") and David Evans and Associates, Inc., a corporation entity organized under the laws of the State of Oregon (the "Contractor"). The City and Contractor are collectively referred to as the "Parties" or individually as a "Party".

RECITALS

- A. The City desires to engage the Contractor to perform Services as described in this Agreement; and
- B. The City advertised and issued a request for qualifications, numbered 52-24 (the "Solicitation") and after evaluation of the Contractor's responsive proposal, found the Contractor capable of performing the required Services.

AGREEMENT

In consideration of the terms and conditions in this Agreement, the Parties agree as follows:

- 1. SCOPE OF SERVICES:** The Contractor agrees to provide the City with all services and materials provided in the Scope of Services, attached as Exhibit "A", and in the City's Solicitation, if any, and the Contractor's responsive proposal to the City's Solicitation, if any (the "Services"). Contractor shall obtain City Project Manager's written approval prior to starting the Services.
- 2. COMPENSATION:** Payment to the Contractor for the Services described in this Agreement shall not exceed \$1,000,000.00 USD.

This payment shall be the maximum compensation for all Services including labor, materials, supplies, equipment, and incidentals necessary to complete the Services. And it shall not be exceeded without the City's prior written authorization in the form of a

negotiated and executed amendment. Contractor agrees this compensation is adequate and sufficient for the timely provision of all Services under this Agreement.

City will limit compensation to the amount specified for each specific task and/or sub-task, unless amended in writing. Contractor shall complete the Services stated within the number of hours identified for each task, and/or sub-task, or for the lump sum amount associated with a task. If compensation is made on an hourly basis and the Services 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 Contractor underestimated the number of hours required to perform the Services, 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 services requested by City. All Deliverables (as defined in Section 8) must be acceptable to City in its sole discretion.

City will reimburse Contractor for the following travel expenses identified in its proposal upon submission of receipts to City: airfare, mileage at the approved IRS rate and lodging at the U.S. General Services Administration rates. For the avoidance of doubt, City will not reimburse Contractor wages incurred during travel time.

- 3. PAYMENT FOR CONTRACTOR SERVICES:** The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, from the previous month. Invoices must be submitted to the Project Manager, Catherine Morey, by email to catherine.morey@cityofvancouver.us and accpay@cityofvancouver.us or by mail to City of Vancouver, Catherine Morey, PO Box 1995, Vancouver, WA 98668.

City shall pay Contractor within 30 days of receipt of Contractor's invoice. The City will pay Contractor pursuant to Exhibit "B." The City may correct any invoice overpaid in error.

During the life of this Agreement, and in consideration of the City's business needs, the Contractor may make requests for compensation adjustments. In consideration of market conditions, the City may allow an annual adjustment to compensation paid supported by the Consumer Price Index for the Seattle-Tacoma-Bellevue area for the previous four quarters. Contractor shall submit the request for consideration, together with supporting documentation, before the anniversary date of this Agreement. The City will review the request and, at its sole discretion, make a decision. If accepted, the adjustment shall become effective on the anniversary date of the Agreement and will be firm for the remainder of the contracted period. All adjustments will be authorized by written contract amendment.

The Parties agree that any amount paid in error by City does not alter the fee schedule. City's contract/purchase order (PO) number on the notice to proceed must be referenced on any invoice submitted for payment.

- 4. TERM OF AGREEMENT:** The term of this Agreement begins on March 1, 2025 and continues until February 28, 2030. The total term shall not exceed five years. The term and any renewal term are collectively the "Term."

5. CITY DATA; DATA SECURITY

5.1 City Data. Contractor may obtain and process City Data in connection with the Services. "City Data" means the data City provides to Contractor in connection with the receipt of the Services and any data generated by Contractor in connection with providing the Services to City. City owns all City Data. City licenses City Data to Contractor solely for the purposes of providing the Services to City or improving the Services for City. Contractor shall not use City Data for any other purpose, including as artificial intelligence training data. Contractor acknowledges that compliance with Applicable Laws under Section 31 of the Agreement includes compliance with all applicable federal, state, and local data protection laws in its provision of the Services.

5.2 Data Security. If Contractor maintains City Data on Contractor systems it will comply with the following data security requirements.

5.2.1 Security Practices. Contractor shall develop, implement, and maintain appropriate administrative, physical, and technical safeguards that are designed to ensure the confidentiality, integrity and availability of City Data. Contractor will enact safeguards that are compliant with industry best practices for the specific City Data obtained by Contractor in connection with the Services.

5.2.2 Location of City Data. Contractor shall maintain City Data solely in data centers located in the United States.

5.2.3 Security Breaches. A "Security Breach" is any suspected or actual unauthorized access to or use of City Data in Contractor's possession.

- a. Notice. Contractor will notify City within 24 hours of any Security Breach. Notice will include details regarding the Security Breach including impacted parties, specific data, and mitigation. Contractor will call 360.487.8888 (if after hours, follow prompt to connect to on-call personnel); email City with a read receipt to help.desk@cityofvancouver.us; and email to the City personnel contact for the Agreement.
- b. Coordination. Immediately after Contractor provides notification of a Security Breach the Parties will begin working together to contain, mitigate, investigate, respond to and remediate the Security Breach. Contractor will cooperate with

all City requests in relation to the Security Breach in compliance with Applicable Law.

- c. Root Cause Analysis. As soon as possible following the Security Breach, Contractor will complete a root cause analysis and will provide a plan to City for remediation and prevention.
- d. Third-Party Notice. Contractor will work together with City to ensure compliance with RCW 19.255.010 if necessary and will make no statement or send notice to any third party regarding the Security Breach without City's prior written consent.
- e. Costs. In addition to its indemnification obligations, Contractor will reimburse City for all costs City incurs associated with any Security Breach, including forensic investigation, costs of providing notice to impacted parties, call centers and credit monitoring as applicable. Contractor will pay or reimburse City for all regulatory fines and other legal costs the City incurs associated with the Security Breach.

6. DELIVERABLES - INTELLECTUAL PROPERTY Contractor may create documents or other work product in connection with providing the Services ("Deliverables"). Contractor assigns and will assign to City all right, title, and interest in and to any Deliverables it creates in connection with providing the Services. Contractor may retain a copy of any Deliverable for its internal business purposes. Contractor's know-how, methodologies and processes are Contractor intellectual property. Contractor grants City a perpetual, irrevocable, royalty-free, worldwide license to use all Contractor intellectual property in connection with the Deliverables for any City purpose.

7. AUDIT RIGHTS: Contractor shall maintain records of all matters related to this Agreement in accordance with generally accepted accounting principles. Contractor shall provide the records to City or any other governmental agency with jurisdiction for audit, at such reasonable times and places as City designates.

8. PUBLIC DISCLOSURE COMPLIANCE: Records relating to Agreement are subject to the following:

8.1 Confidential Information. Any record of City business, including this Agreement, related records, and City Data, is a public record under the Washington Public Records Act, codified at chapter 42.56 RCW ("PRA"). City may be required to disclose this Agreement or related records, including records in Contractor's possession, pursuant to a public disclosure request. City will provide third-party notice to Contractor before disclosing records. Public records may be subject to exemptions from disclosure under the PRA. City agrees to withhold its release of the requested records in dispute for a reasonable amount of time (approximately 10 days) to allow Contractor an opportunity to seek judicial protection pursuant to RCW 42.56.540 as adopted or amended.

8.2 Public Disclosure Compliance. City will comply with the PRA in its receipt of and response to any public disclosure request for responsive records related to this Agreement, subject to applicable exemptions. Under RCW 42.56.060, City will have no liability to Contractor for disclosure of Contractor information acting in good faith pursuant to its obligations under the PRA.

8.3 Subpoenas. If either Party receives a subpoena requiring the disclosure of the other Party's information, that Party will notify the other party and provide a reasonable time for the affected party to obtain a protective order prior to disclosing information. If a Party is prohibited by a court with jurisdiction over the matter from disclosing the subpoena, that Party will provide only the specific information required to be released under the subpoena on the advice of counsel.

8.4 City Data Confidentiality. Notwithstanding Section 8.1-3, Contractor will maintain the confidentiality of all City Data in its possession in conformance with Section 8.

9. STANDARD OF CARE: Contractor shall exercise the degree of skill and diligence normally employed by consultants in the same industry, performing the same or similar services. Contractor will re-perform any Services that breach this provision at no cost to City.

10. DISPUTE RESOLUTION: City and Contractor agree to negotiate in good faith for a period of 30 days from the date of notice of all disputes between them prior to exercising their rights under this Agreement or under law. All disputes between City and Contractor not resolved by negotiation between the Parties may be mediated only by mutual agreement of both Parties. If not mutually agreed to resolve the claim by mediation, the claim will be resolved by legal action. The Parties agree that if litigation is necessary to enforce any of the provisions of this Agreement, each party shall pay all of their own attorney fees and costs related to the litigation.

11. TERMINATION FOR CONVENIENCE: City may terminate this Agreement at any time for convenience. City will pay Contractor for all Services completed up to the date of termination for convenience. A decision by City to terminate for convenience does not waive any legal rights City has to enforce the Agreement.

12. TERMINATION FOR MATERIAL BREACH: If Contractor materially breaches by failing to perform any of the obligations of the Agreement, including violating any law, regulation, rule, or ordinance applicable to this Agreement, or becomes insolvent or declares bankruptcy, or makes an assignment for the benefit of creditors, Contractor shall not be entitled to receive any further payments under the Agreement until the Services are completed to City's satisfaction. City may provide Contractor a cure period in its sole

discretion or may terminate the Agreement and, at City's option, obtain performance of the Services elsewhere.

13. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless City and its officers, councilmembers, commissioners, employees, volunteers, and agents, from any claim, liability, loss, cost, expense, suit, and damages, including attorney's fees and consulting fees relating to (a) a third party claim for intellectual property infringement relating to the Contractor's Services or the Deliverables; (b) Contractor's negligence or willful misconduct; (c) Contractor's material breach of the Agreement; (d) Contractor's non-compliance with applicable law; (e) a third-party Washington Public Records Act claim involving Contractor information; and (f) Contractor's court action to enjoin release of Contractor information under the Washington Public Records Act.

City will promptly notify Contractor of a claim under this Section 13 and will provide reasonable cooperation to Contractor in the defense of the claim. Contractor will have control over defense and settlement of the claim, except that Contractor will not enter any settlement or related agreement without City's prior written consent. Notwithstanding the preceding sentence, City may participate in the defense or settlement of any claim with counsel of its own choosing.

Solely for negligence indemnification claims under (b) above, if Contractor is providing architectural, landscape architectural, engineering, or land surveying services as the Services under this Agreement, and Contractor and City are concurrently negligent, then Contractor will be required to indemnify City only to the extent of Contractor's negligence and will have no obligation to indemnify City for City's sole negligence, pursuant to RCW 4.24.115.

If Contractor or Contractor's employee is a licensed architect, professional engineer, land surveyor, or landscape architect and the Services are related to a construction project, Contractor expressly waives its industrial insurance immunity under the Washington Industrial Insurance Act Title 51 RCW. Contractor acknowledges this waiver has been mutually negotiated and the Parties desire to incorporate this waiver pursuant to RCW 4.24.115(1)(b).

14. INSURANCE: Contractor shall maintain liability insurance for all claims for damages to the City, persons or property that arise from Contractor's performance during the Term of this Agreement.

Contractor shall maintain the following insurance coverage.

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 arising from the performance of this Agreement.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000
IV. Umbrella Liability	
	\$5,000,000
V. Professional Liability	
Policy shall include coverage for all claims for damages to person or property arising from the performance of this Agreement.	\$1,000,000

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

- a. Compliance with other Insurance Policies - Contractor will remain compliant with all other insurance obligations it may have pursuant to its personnel or applicable law.
- b. Coverage Trigger - Contractor's insurance must be on an "occurrence" basis rather than claims made. This type of coverage must be indicated on the Certificate of Insurance.
- c. Additional Insured Requirement - The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as additional insureds where permissible under applicable law. The required Additional Insured endorsements shall be at least as

broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.

- d. Certificates - The City of Vancouver shall be listed on the Certificate of Insurance as the Certificate Holder. Contractor will provide the Certificate of Insurance to City upon request on an ACORD or comparable form.

All policies shall be issued by an insurance company authorized to do business as an insurance company in the State of Washington.

15. RELATIONSHIP OF THE PARTIES. The relationship of the Parties under this Agreement is that of independent contractors. Contractor is solely responsible for the manner, method, and means of providing the Services. Contractor and its employees are not City employees and will not be entitled to or receive any benefits under this Agreement. Contractor will pay all Contractor personnel and pay all taxes, contributions, and benefits that may be required related to its personnel. Neither Party may bind the other except as expressly stated in this Agreement.

16. SUBCONTRACTING: Contractor may subcontract for Services with City's prior written approval in its sole discretion. Contractor is solely responsible for its subcontractors' compliance with this Agreement and will pass through the terms of this Agreement to all subcontractors.

17. COMPLIANCE WITH APPLICABLE LAW: Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations ("Applicable Laws"). Contractor shall modify the Services as necessary to comply with Applicable Laws.

18. E-VERIFY: Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within 60 days of executing this Agreement. Contractor shall ensure all Contractor employees and any subcontractors assigned to perform Services under this Agreement are eligible to work in the United States. Contractor shall provide compliance verification upon City's request.

19. TITLE VI COMPLIANCE: Depending on the Services Contractor provides, the City may use federal funds to compensate Contractor. If federal funds are used, the City, Contractor, and any approved subcontractor must comply with the provisions of Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) (CRA) and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28 (1988) (CRRRA). Contractor must confirm with City whether Title VI is applicable under this Agreement.

- 20. EQUAL EMPLOYMENT OPPORTUNITY:** The City is an equal opportunity employer. Contractor shall not discriminate against any of its employees or applicants for employment on the basis of race, color, creed, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, citizenship or immigration status, age (40 or older), the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, genetic information, honorably discharged veteran or military status, or any other class protected by federal, state, or local employment discrimination laws.
- 21. ANTI-KICKBACK.** City officers and employees shall not have or acquire an interest in the Agreement or solicit, accept, or give any item of value from a person or entity with an interest in this Agreement.
- 22. PERMITS, LICENSES, AND CERTIFICATIONS.** Contractor is solely responsible for any license, permit or certificate that may be required by any federal, state or local law in connection with the performance of Contractor's obligations under this Agreement, including any business license. Contractor may contact the State of Washington Business License Service (BLS) at: 800-451-7985, www.bls.dor.wa.gov/cities/vancouver.aspx or visit the City's website found at www.cityofvancouver.us/businesslicense for assistance with the determination.
- 23. COOPERATIVE PURCHASING:** The Washington State Interlocal Cooperation Act, chapter 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By executing this Agreement, Contractor agrees that other public agencies may purchase goods and services under this Agreement at their own cost. City will have no liability or obligation related to Contractor related to that separate agency agreement. Therefore, City agrees to allow other public agencies to purchase services under this Agreement so long as City is not held financially or legally liable for any separate agency services received pursuant to the Agreement, and that any public agency purchasing under this Agreement file a copy of it in accordance with RCW 39.34.040.
- 24. DEBARMENT:** Contractor certifies that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal, state or local department or agency.
- 25. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT:** Supplier must agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as

amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

26.BYRD ANTI-LOBBYING AMENDMENT: Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Suppliers that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

27.PROCUREMENT OF RECOVERED MATERIALS: Supplier must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

28.NOTICES: All notices will be hand delivered, certified mail, or sent by electronic mail if agreed by the Parties. Notice will be effective when received if hand delivered, on the delivery date if certified mail, or when an email is sent. Notice must be addressed to the Parties at:

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

For the Contractor:
Tonya Finley
David Evans and Associates, Inc.
2100 S. River Parkway
Portland, OR 97201
Email: tonya.finley@deainc.com

Either Party may update its address for notice by giving written notice to the other Party.

- 29.ASSIGNMENT.** Contractor shall not assign this Agreement without the express written consent of City. Any assignment in violation of this subsection is void. All terms of this Agreement are binding on any assignee.
- 30.ORDER OF PRECEDENCE:** If there is a conflict between the terms of any document, the order of precedence is as follows: Amendments to this Agreement; this Agreement; City Purchase Orders; Contractor's responsive proposal to City's solicitation; and City's solicitation. The Parties agree that terms included on any Purchase Order or other document provided by Contractor are not part of this Agreement.
- 31.SURVIVAL.** Sections 15 - 35 will survive any termination of this Agreement.
- 32.WAIVER.** A Party's waiver of any term of this Agreement must be in writing and signed by the Party waiving compliance.
- 33.THIRD PARTY BENEFICIARIES.** There are no third-party beneficiaries under this Agreement.
- 34.GOVERNING LAW:** This Agreement is governed by the laws of the State of Washington without regard to its conflicts of laws provisions. Venue for any action arising under this Agreement will be the state or federal courts for Clark County, Washington. The Parties waive any claim of inconvenient forum.
- 35.SEVERABILITY.** If a court with jurisdiction over the matter determines any clause of this Agreement is unenforceable, it shall revise the clause to reflect the intent of the Parties as closely as possible. If revision is not possible, the Court shall strike the clause and the remainder of the Agreement will remain in full force and effect.
- 36.AMENDMENTS:** Any amendments to this Agreement must be in writing and signed by all Parties to this Agreement.
- 37.ENTIRE AGREEMENT:** This Agreement, together with any amendments, is the entire agreement between the Parties, and supersedes any other agreement or discussion between them, whether written or oral in nature.
- 38.COUNTERPARTS.** This Agreement may be signed in counterparts. Each counterpart will be deemed an original and together the separate parts will form one Agreement.

City and Contractor enter the Agreement as of the Effective Date.

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
David Evans and Associates, Inc.

Lon Pluckhahn, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, Interim City Attorney

EXHIBIT "A":
Scope of Work

Contractor agrees to provide on-call wastewater treatment engineering and other related professional services for the following categories:

3. Medium Voltage and other Electrical System Design and Engineering Services

These projects are in varying stages of planning and/or design. This list is not meant to be all-inclusive and cover every project that the Wastewater Treatment Division may need consulting services for over the next 5 years. Additional projects are anticipated.

3. Electrical Systems Design

- Medium voltage distribution system upgrades
- Electrical system safety, power, and efficiency evaluations

The Scope of Work for each project will vary depending on the specific needs of the project. A job specific Scope of Work and budget will be developed and agreed upon by the City and the Contractor chosen for each individual project prior to execution of the work.

EXHIBIT "B":
Fee Schedule

DAVID EVANS ASSOCIATES, INC.				
City of Vancouver RFQ 52-24: On-Call Wastewater System Services				
2025 Billing Rates				
Labor Classification	Direct Rates	Overhead 176.24%	Profit 10%	Loaded Billing Rates
Electrical Engineer VII	\$116.00	\$204.44	\$32.04	\$352.48
Project Manager IV	\$69.56	\$122.59	\$19.22	\$211.37
Project Manager II	\$62.22	\$109.66	\$17.19	\$189.06
Electrical Engineer V	\$79.00	\$139.23	\$21.82	\$240.05
Electrical Engineer IV	\$62.00	\$109.27	\$17.13	\$188.40
Electrical Engineering Designer II	\$44.14	\$77.79	\$12.19	\$134.13
Electrical Engineering Designer I	\$45.26	\$79.77	\$12.50	\$137.53
Designer IV	\$58.46	\$103.03	\$16.15	\$177.64
Designer III	\$46.00	\$81.07	\$12.71	\$139.78
Planner III	\$47.00	\$82.83	\$12.98	\$142.82
CAD Tech IV	\$39.74	\$70.04	\$10.98	\$120.76
CAD Tech II	\$37.54	\$66.16	\$10.37	\$114.07
Project Accountant III	\$39.54	\$69.69	\$10.92	\$120.15
Project Coordinator III	\$38.70	\$68.20	\$10.69	\$117.60

Staff Report: 038-25

To: Mayor and City Council
From: City Manager
Date: February 24, 2025

Subject

Urban Forestry Grant - Modified Subaward Agreement with The Corps Network

Key Points

Accommodate Modified Sub-award Agreement changes requested by The Corps Network.

Strategic Plan Alignment

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

Present Situation

In 2023, the City of Vancouver's Urban Forestry program was awarded \$300,000 in federal funding to enhance tree equity and natural areas by planting trees in economically underserved areas of Vancouver. The grant currently provides staffing and supplies to plant and maintain trees and plants without any local cash match requirement. In January 2025, our federal contract manager The Corps Network requested a Modified Subaward Agreement, which is attached to this agreement. The Modified Subaward Agreement will provide an additional \$350,000 in funding to increase the scope and outcomes of the original \$300,000 grant agreement.

Advantage(s)

1. The modified subaward agreement will help to guide grant compliance.
2. No local cash match or additional City funding is required.

Challenge(s)

None

Budget Impact

There is no local funding match or ongoing costs required, and no negative net impact to the General Fund. A budget will be required to appropriate budget to spend additional awarded funds. The request to increase the budget will come in the next Supplemental budget change opportunity.

Prior Council Review

None

Action Requested

On Monday, February 24, 2025, authorize the City Manager, or designee, to execute the attached Urban Forestry Grant Modified Subaward Agreement with The Corps Network.

Staff Contact

Charles Ray, Urban Forester, charles.ray@cityofvancouver.us

Attachments:

1. Modified Subaward Agreement



SUBAWARDEE AGREEMENT MODIFICATION

Federal Award # 24-CA-11132544-007
10.727 IRA Urban and Community Forestry

City of Vancouver
415 W 6th Street / PO Box 1995
Vancouver, Washington 98668

Agreement ID: USFS_City of
Vancouver_2024

Grant Number: 24-CA-11132544-007

Project/Initiative: Urban and Community Forestry Corps
Project Period: March 1, 2024 – February 28, 2027

Award Amount: \$650,000.00

This document outlines the formal agreement between the Parent Organization, The Corps Network (TCN) and **City of Vancouver** (hereafter known as "Subawardee") for a project funded by Department of Agriculture, United States Forest Service and The Corps Network. Activities will be undertaken in accordance with the approved scope of work and in accordance with all applicable regulations and procedures.

The Corps Network and Subawardee, are qualified and willing to perform the services described herein and shall conduct applicable project work.

SECTION I. GENERAL INFORMATION

- A. Budget.** The amount obligated under this grant shall not exceed **\$650,000.00**.
- B. Funding Instrument.** This is a cost reimbursement agreement. Invoices for payment must be submitted to The Corps Network on a monthly basis.
- C. Term of Agreement.** This agreement shall begin on March 1, 2024 and shall expire on February 28, 2027 (the "Expiration Date"). Any extension beyond the Expiration Date must be in writing and signed by The Corps Network.
- D. Modifications.** No Modifications to the grant or its parts may be made without express written consent of The Corps Network.
- E. Match Waiver.** The Urban & Community authority requires a 1:1 match, however match has been waived under the provision of Public Law 117-169 (Inflation Reduction Act) and based on assurance from the Cooperator that 100% of the benefits and funding will benefit disadvantaged communities.

F. Public Information and Grantor Recognition. The Corps Network encourages the Subawardee to make announcements of this award and publicize activities funded through this Agreement. All material printed/published under this award should include a statement indicating that it is funded by an award provided by The Corps Network and the United States Forest Service and, if applicable, that the Subawardee is a member of The Corps Network.

Copies of all pertinent releases should be forwarded to The Corps Network via the program administrator(s) named in Section V of this agreement for prior approval.

All printed, audiovisual material, or electronic media for public distribution developed or printed with this award shall include a Nondiscrimination Statement as detailed in Section III of this agreement.

This modification updates Section I.A – Budget.

No additional modifications to the grant or its parts may be made without express written consent of The Corps Network.

For The Corps Network:

Date

For City of Vancouver :

Printed Name, Title

Signature

Date

A RESOLUTION accepting a bequest from Anna Hammon to support the Vancouver Fire Department.

Staff Report: 039-25

To: Mayor and City Council
From: City Manager
Date: February 24, 2025

Subject

Resolution to Accept Donation from Estate of Anna Hammon

Key Points

- The Community Foundation of Kittitas County administers a trust on behalf of the Estate of Anna Hammon.
- Ms. Hammon desired that certain proceeds from her estate be directed to the Vancouver Fire Department.
- VMC Chapter 3.26 and City policy require City Council approval for donations that exceed \$25,000.
- These donations have occurred annually since 2013. This year, the Vancouver Fire Department will receive \$40,000 if City Council approves the donation.

Strategic Plan Alignment

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

High Performing Government – a government that is reliable, fiscally responsible, equitable, and open to compromise

Present Situation

In 2012, the City of Vancouver learned that a portion of an estate would potentially be bequeathed to the City of Vancouver's police and fire departments because the owner of the estate greatly admired those departments and their services. The estate owner's financial representative sought a list of funding needs for those departments and indicated that if the City were to receive funds, they would be received in 2013. Later, the City learned that the funds would be issued from a charitable trust through the estate of Anna Hammon, who passed away just shy of her 100th birthday in 2011. Anna Hammon was a former City of Vancouver resident. In a letter to the City, her financial advisor described her as follows: "Her selflessness was epic, her integrity unparalleled, and her devotion to Walter [her son, for whom she cared throughout his life] a tribute to all mothers."

The Community Foundation of Kittitas County currently administers the Hammon Charitable Trust. Since 2013, the first year it received a donation, the Vancouver Fire Department has received \$210,000 from the trust "for the purchase of new firefighting and/or lifesaving equipment that is otherwise not already provided for in the City of Vancouver, Washington, budget for such purpose." The Fire Department is truly grateful for Ms. Hammon's generosity provided through her charitable trust. Each year it has received the donation, the Fire Department has directed these funds to its marine program.

Advantage(s)

Accepting the donation will result in a \$40,000 increase to the Vancouver Fire Department's budget, which it will use for its marine program.

Challenge(s)

None

Budget Impact

Fire Department's budget increased by the \$40,000 donation.

Prior Council Review

None

Action Requested

On Monday, February 24, 2025, adopt a resolution to accept a \$40,000 donation from the Estate of Anna Hammon issued through the Community Foundation of Kittitas County.

Staff Contact

Ron Gibson, Financial Analyst, Ron.Gibson@cityofvancouver.us

Attachments:

1. Resolution
2. M-4129 Donations

2/24/2025

RESOLUTION NO. M- [Resolution Number]

A RESOLUTION accepting a bequest from Anna Hammon to support the Vancouver Fire Department.

WHEREAS, the Community Foundation of Kittitas County administers trust bequests of the late Anna Hammon, a former City of Vancouver resident, and has directed a portion of those bequests to the Vancouver Fire Department; and

WHEREAS, the Community Foundation of Kittitas County has informed the City that Anna Hammon's bequest to the Vancouver Fire Department for 2025 totals \$40,000; and

WHEREAS, City staff have reviewed the donation and determined there are no negative policy implications or impacts on future capital, operations, or maintenance costs.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. Acceptance. The City hereby accepts the \$40,000 donation from the Community Foundation of Kittitas County resulting from the bequest of Anna Hammon, as set forth above and described in staff report SR-_____.

Section 2. Appreciation. The City appreciates Anna Hammon's generous bequest and the positive impact that it will have on providing emergency services to the community.

Section 3. Effective Date. This resolution is effective immediately.

ADOPTED at a Regular Meeting of the Vancouver City Council this 24th of February, 2025.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, Interim City Attorney

STAFF REPORT NO. 112-15

TO: Mayor and City Council
FROM: Eric Holmes, City Manager



DATE: 07/27/2015

Subject: Adoption of ordinance regulating the acceptance of donations to the City.

Key Points:

- RCW 35.21.100 requires that donations of cash, personal or real property to municipalities be accepted by ordinance.
- The City is proposing to adopt a general ordinance that requires the establishment of procedures for accepting and receipting donations.

Objective: Adopt an ordinance, consistent with the requirements of RCW 35.21.100, that establishes procedures and policies for accepting donations of cash, real and personal property.

Present Situation: RCW 35.21.100 requires donations of cash, personal or real property to municipalities be accepted by ordinance. Cities may accept each donation via separate ordinance or may adopt a general ordinance to establish a procedure and means for accepting and accounting for donations. The City is proposing to adopt a general ordinance and has developed a policy and process for accepting donations.

Advantages: Establishes a consistent, City-wide policy and process for accepting donations of cash, personal and real property.

Disadvantages: None

Budget Impact: None

Prior Council Review: Council workshop on July 6, 2015

Action Requested:

1. On July 27, 2015 approve ordinance on first reading, setting date of second reading and public hearing for August 3, 2015.
2. On August 3, 2015, subject to second reading and public hearing, approve the ordinance.

Attachments:

- Ordinance
- Donation Policy
- Charitable Donation Substantiation Form

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



07/27/15
08/03/15

ORDINANCE NO. _____

AN ORDINANCE relating to donations of both money and property to the City of Vancouver, adding a new Chapter 3.26 to the Vancouver Municipal Code; providing for severability and an effective date.

WHEREAS, as set forth in SR _____, RCW 35.21.100 requires that donations to the City be accepted by ordinance, and while City ordinances provide for acceptance of certain donations, the City has a need for a general ordinance to establish a procedure and means for the receipt of and the accounting for donations to the City; and

WHEREAS, this ordinance is an exercise of the city of Vancouver's police and legislative authority derived from Wash. Const. art. XI, § 11 and is consistent with RCW 35.22.280, and is to protect the public's health, safety and welfare; and

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. A new chapter 3.26 is hereby added to the Vancouver Municipal Code to read as follows:

Chapter 3.26
Donations of Property to City

Section 3.26.010	Administration.
Section 3.26.020	Use.
Section 3.26.030	Acceptance.

Section 2. A new section 3.26.010 is hereby added to the Vancouver Municipal Code to read as follows:

3.26.010 Administration.

The City Manager or designee shall have the responsibility for the administration of all donations to the City and may issue policies and procedures to implement this ordinance.

Section 3. A new section 3.26.020 is hereby added to the Vancouver Municipal Code to read as follows:

3.26.020 Use.

In the event a donor has indicated the donation is for a specific intended use by the City, such donation shall, to the extent reasonably feasible, be used consistent with the donor's desired use. If a donor has not specified a particular desired use, the donation may be used for any municipal purpose.

Section 4. A new section 3.26.030 is hereby added to the Vancouver Municipal Code to read as follows:

3.26.030 Acceptance.

All monetary and non-monetary donations shall be reviewed and either accepted or denied consistent with the policies and procedures created to implement this ordinance.

Section 5. Severability. If any clause, sentence, paragraph, section, or part of this ordinance or the application thereof to any person or circumstance 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 effect or invalidate the remainder of any parts thereof to any 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 6. Effective date. This ordinance shall become effective five (5) days following the date of final adoption.

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 _____, 2015.

Timothy D. Leavitt, Mayor

Attest:

Approved as to form:

R. Lloyd Tyler, City Clerk
By: Carrie Lewellen, Deputy City Clerk

E. Bronson Potter, City Attorney



POLICY AND PROCEDURE

CITY OF VANCOUVER WASHINGTON	INDEX Administrative			
Subject	Number 100-41	Rev.	Effective Date 8/8/15	Page 1 of 5
Donation Acceptance Policy	Supersedes _____	Prepared by: J. Bader	Approved by:	

1.0 **Purpose**

The purpose of this policy is to authorize the acceptance of donations for public purposes that are consistent with and support the City of Vancouver's mission, strategic plan and services, and to outline the process and specify policies and procedures for doing so. This policy applies to donations being given to the City of Vancouver as an organization. The process and policy for gifts to individual Councilmembers is defined in Council Policy #100-36.

2.0 **Organizations Affected**

City Council, all departments.

3.0 **References**

City Council Resolution M-_____, Date
City Council Code of Ethics and Conduct, Policy #100-36
Vancouver Municipal Code, Section 2.16.100, Amended 8/16/99

4.0 **Definitions**

- 4.1 "City manager" means the city manager of the city of Vancouver, or his or her designee.
- 4.2 "Department head" includes the head of any city department, or his or her designee.
- 4.3 "Donation" is defined as any monetary or nonmonetary gift, grant or bequest to the city of Vancouver. A monetary donation includes cash or a check, money order or other

negotiable instrument. A nonmonetary donation includes real or tangible personal property.

- 4.4** “Donor intent” is the purpose, publicly expressed or not, for which the donor intends a charitable gift or bequest.
- 4.5** “Endowment” is a special fund whereby the principal is held for investment and the interest earned on the principal is spent as directed by the donor.
- 4.6** “Groups of similar items” are items of property of the same generic category or type, such as coin collections, lithographs, paintings, books, clothing, photographs, jewelry, etc.
- 4.7** “Tangible personal property” is any property, other than land or buildings, which can be seen or touched. It includes furniture, books, jewelry, paintings, and cars.
- 4.8** “Real property” is land and generally anything built on, growing on, or attached to land.

5.0 Funds- Accounting

The city of Vancouver finance department is responsible for providing for the financial administration of any donation to the city. If necessary, the finance department shall track the proposed use of any such donation and shall maintain separate records of accounts showing receipts and disbursements. The finance director may establish further rules and regulations for the accounting and administration of donations, consistent with this chapter, as deemed necessary by the director.

6.0 Acceptance of Donations – Donor’s Desired Use or Conditions

- 6.1** The city has the sole discretion to accept or decline any proposed donation, whether conditioned or not, subject to the provisions of this policy. Donations must be:
- for programs, services and purposes consistent with the city’s mission, purpose and priorities;
 - in compliance with the Internal Revenue Code and other applicable federal statutes, regulations and rulings;
 - in compliance with the laws and regulations of the State of Washington.
- 6.2** The city reserves the right to decline any donations that are too restrictive in purpose. Donations that are too restrictive include gifts that may be too difficult or costly to administer or donations that are for purposes inconsistent with or outside the scope of the city’s services and priorities. The city may ask that condition(s) it deems to be too restrictive be removed or modified prior to the donation being accepted. In order to

understand and honor the donor's intent, all limitations, restrictions and implications of the proposed donation should be clarified and in writing prior to acceptance of the gift.

6.3 In the event a department head or the city manager has reason to believe a donation could cause or result in an appearance of impropriety, the department head or city manager shall consult with the city attorney prior to accepting the donation.

6.4 Notwithstanding the terms of this policy, the City manager may refer any donation of any size to the City Council for their consideration and the City may specify, where appropriate, the terms under which it will accept donations.

7.0 Acceptance of Monetary Donations

7.1 Donations Under \$5,000. The city manager or department heads are hereby authorized to accept any monetary donation of less than \$5,000 on behalf of the city, and shall deposit such monies with the finance department.

7.2 Donations Up to \$25,000. The city manager is hereby authorized to accept monetary donations up to \$25,000 on behalf of the city, and shall deposit such monies with the finance department.

7.3 Donations of any amount greater than \$25,000. Monetary donations of more than \$25,000 must be approved by the city council. Prior to council action, representatives from the finance department, the department or program the donation is intended for and other staff as designated by the city manager shall review the donation to evaluate any policy implications or future capital or maintenance costs associated with the donation.

7.4 Conditioned Donations. In the event that a monetary donation is conditioned or donated for a special purpose, prior to acceptance the city manager, department head or city council (depending on who is accepting the donation under subsections 7.1, 7.2 or 7.3 of this section) should consider the long-term impacts of the donation, particularly where there could be significant future or ongoing operations and maintenance or capital costs associated with the donation.

7.5 Council Notification. Staff shall notify council of accepted monetary donations over \$10,000 so that the donor can be officially acknowledged by council.

7.6 IRS Compliance. Donor is responsible for ensuring their compliance with all applicable Internal Revenue Service (IRS) regulations, if any, regarding monetary donations.

- 7.7 Sponsorships. This policy does not apply to monetary donations solicited for city sponsored special events.

8.0 **Acceptance of Non-Monetary Donations**

- 8.1 Donations of Personal Property Valued at \$5.00 to \$25,000. All donations of personal property with a current value greater than \$5.00 and less than \$25,000, as determined by the donor, may be accepted by the city manager or designee, except as follows. In the event of a donation of personal property which could require future maintenance or repair (e.g., office equipment), the department director should first estimate all related future costs and submit the estimate of expenses to the city manager for approval prior to acceptance of the donation. In addition, if a conditioned donation could have long-term impacts, such as significant operations and maintenance or capital costs, the department director or city manager may consult with the city council prior to accepting the donation.
- 8.2 Donation of Personal Property Valued at Over \$25,000. All donations of personal property with a current value of \$25,000 or more must be approved by the city council. Prior to council action, the City Manager shall cause a review of the donation to evaluate and summarize any policy implications or future capital or maintenance costs associated with the donation. For insurance purposes, the city may require that the donor to provide a written appraisal of the personal property from a licensed certified appraiser. IRS regulations require an appraisal of real property whose value exceeds \$5,000 in order to qualify for a deduction.
- 8.3 Use of Donated Personal Property. Personal property donated to the City is the property of the City and while it may be used or displayed in private offices or work areas, it remains the property of the City, not the individual Councilmember or employee.
- 8.4 Disposition of Personal Property. Donations of personal property to the city should be accompanied by a statement permitting the city to dispose of the gift when it has served both the intent of the donor and the interests of the city unless there is an agreement by the city and donor to keep the donated asset as a permanent part of a collection. In the event the personal property is damaged, destroyed or reaches the end of its useful life, the city shall be under no obligation to repair or replace it.
- 8.5 Donations of Real Property. All donations of real property, whether conditioned or unconditioned, must be approved by the city council by resolution. Prior to council action, the City Manager shall cause a review of the donation to evaluate and summarize any policy implications or future capital or maintenance costs associated with the donation. Review should include an assessment of any restrictions, reservations, easements or other limitations associated with the property. The value of the gift will be

determined based upon a written appraisal, provided by the donor, from a licensed certified appraiser.

- 8.6** Disposition of Real Property. Donations of real property to the city should be accompanied by a statement permitting the city to dispose of the gift when it has served both the intent of the donor and the interests of the city unless there is an agreement by the city and donor to keep the donated asset in perpetuity. In the event the property is damaged or destroyed the city shall be under no obligation to repair or replace it. IRS regulations require an appraisal of real property whose value exceeds \$5,000 in order to qualify for a deduction.
- 8.7** IRS Compliance. Donor is responsible for ensuring their compliance with all applicable Internal Revenue Service (IRS) regulations regarding donations of real or personal property.

9.0 Donations of Historic Artifacts, Art Work

Notwithstanding any other provision of this policy, determination whether to accept historic artifacts or art work proposed for donation to the city for permanent or long-term (exceeding one year) public display shall be made by the city council as outlined in the city's "Public Art Siting Guidelines" (Exhibit A). Prior to council action, representatives from the finance department, the risk program, the department or program the donation is intended for and other staff as designated by the city manager shall review the donation to evaluate any policy implications or future capital or maintenance costs associated with the historic artifact or art work. IRS regulations require a written appraisal by a qualified appraiser for donations of individual pieces of artwork or groups of similar items of art work that are valued at over \$20,000.



CHARITABLE DONATION SUBSTANTIATION FORM

Please return this form to the City of Vancouver and retain a copy with your tax records as verification

Donor's Name: _____

Address: _____
Street City State Zip

Phone: _____ E-Mail: _____

Description of Donation: _____

Intended Use of Donation (per donor): _____

The City will make all reasonable efforts to fulfill the specific purpose(s) for this donation, but reserves the right to decline any donation that is too restrictive in purpose, may be too difficult or costly to administer or that is for purposes inconsistent with or outside the scope of the city's services and priorities.

Donation Value: \$ _____

Gifts to a political subdivision of a state for exclusively public purposes is considered a charitable contributions under 26 USC § 170 (c) (1) for income tax purposes. The City of Vancouver is a City of the first class of the State of Washington, organized under Article XI, Section 10 and Amendment 40 of the Washington State Constitution, and is accordingly a political subdivision of the State of Washington.

The City's Federal Tax Identification number is 91-6001288.

Your signature below will verify that the information provided on this "Donation Substantiation Form" is true to the best of your knowledge.

Donor's Signature

Date

Donation _____ accepted or _____ declined by:

City Representative

Date

A RESOLUTION adopting a Downtown Access, Mobility and Parking Plan.**Staff Report: 040-25**

To: Mayor and City Council
From: City Manager
Date: February 24, 2025

Subject

Downtown Access, Mobility & Parking Plan

Key Points

- Vancouver has experienced rapid growth over the past two decades. While the growth in people living and working downtown has made Vancouver a more vibrant and livable community, the options for people to access and move around our city center must adapt to facilitate this growth. Central to this effort is a new approach to the City's management of its existing parking assets and our support for options for individuals seeking alternative modes of transportation beyond the use of a car.
- The Downtown Access, Mobility, and Parking Plan (the "Plan") is a critical next step for the City of Vancouver to respond to these transformational changes and support mobility and access for the range of stakeholders who live, work, shop and recreate downtown.
- The Plan was developed by City staff and Walker Consultants, nationally recognized experts in parking and mobility strategies, with significant input and contributions from the full range of downtown stakeholders and based on an extensive inventory and assessment of the existing parking assets downtown.
- The implementation of the Plan will require a commitment of public and private resources over the next five years as well as collaboration with community partners throughout downtown and the City.

Strategic Plan Alignment**Transportation and Mobility** – a safe, future-ready and convenient transportation system**Vibrant and Distinct Neighborhoods** – a variety of accessible places and spaces**Climate and Natural Systems** – environmental stewardship and efforts to address climate change to ensure a sustainable future**Present Situation**

Based on extensive public participation and an existing conditions assessment, three program areas or pillars emerged for the Plan: 1) Adopt New Pricing Practices, 2) Expand Public Parking Supply through Shared Parking, and 3) Enhance Downtown Mobility Options. These three pillars are summarized below.

- **Adopt New Pricing Practices** – The Plan updates the City's management of existing parking assets, including the on-street parking supply. One potential concept for influencing both the location and duration of on-street parking is progressive or tiered pricing based on both geography (high-demand "core" locations vs lower-demand "edge" locations) and time (i.e.,

pricing longer parking durations at gradually increasing hourly rates).

- **Shared Parking** – Unlocking private parking for public use will be a priority recommendation of the Plan. Implementation of shared parking can take different forms, including sharing between private entities, City or third-party management of public use of private parking, and limited use of private parking for events and other activities that place unusual demands on downtown parking.
- **Enhanced Downtown Mobility Options** – To improve access to downtown for all forms of transportation and mobility, the City will rethink how its existing assets and resources are utilized. The City's primary asset in promoting enhanced mobility downtown is the public right of way, including curbs and sidewalks. The Plan will encourage more flexible uses of the street curb to provide space for social and business activity, quick passenger and delivery loading, active mobility infrastructure, and other uses that de-emphasize pure car storage. In addition, the City will examine how to utilize the funds collected from parking operations to support a broad range of mobility options, including transit, bikes, and pedestrians.

Advantage(s)

1. Improved simplicity of parking rates, time limits, and communication about parking that make parking choices easier for people.
2. Increased visits downtown by people who might traditionally face barriers, including those with disabilities and low-incomes, historically marginalized communities, families with children and seniors.
3. Enhanced visibility and accessibility of information guiding people to parking places and destinations, including signs and internet tools.
4. Increased off-street parking options for downtown stakeholders, especially on weekends and for events.
5. Enhanced options for reliable car-free movement to and around downtown.
6. Reduced cost of new development related to parking.

Challenge(s)

- Changes in traditional parking behaviors and routines.
- Encouraging private parking owners to partner with the City to share existing parking.
- Short term lack of full mobility options for downtown stakeholders without access to a car.

Budget Impact

The implementation of the Plan will require budget appropriations from the Parking Fund over the life of the Plan. Initial implementation actions are included in the adopted FY 25-26 budget.

Prior Council Review

Council workshops on 9/9/24 and 1/13/25

Action Requested

On Monday, February 24, 2025, adopt a resolution approving the Downtown Access, Mobility & Parking Plan.

Staff Contact

Patrick Quinton, Economic Development Director, Gabe Montez, Parking District Manager,
patrick.quinton@cityofvancouver.us, gabriel.montez@cityofvancouver.us

Attachments:

1. Presentation
2. Parking Plan Council Feedback Memo
3. Resolution
4. Exhibit A - Downtown Parking Plan 2025 2 24 Final
5. Downtown Parking Plan 2025 2 24 Redlined Final

Downtown Access, Mobility & Parking Plan

Recommended 5 Year Actions

Patrick Quinton

Director

Economic Prosperity & Housing

February 24, 2025

Gabe Montez

Parking District Manager

Economic Prosperity & Housing



WALKER
CONSULTANTS



Agenda

- Plan Objectives
- Project Overview
- Existing Conditions
- Pillars & Actions
- Community Engagement
- Financial Requirements
- Follow Up Items
- Requested Action

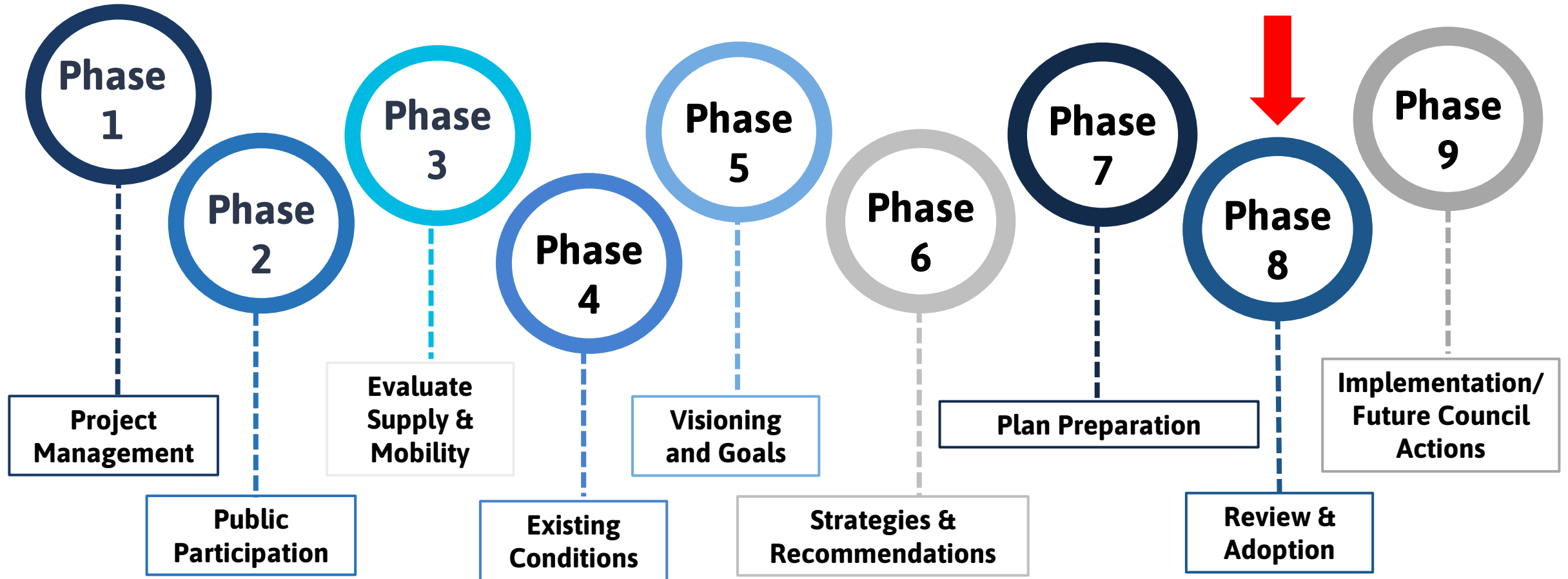
Plan Objectives

Supporting the Future of Downtown

- Facilitate new growth without adding public parking supply
- Unlock private parking supply to enhance options for downtown
- Support alternative transportation around downtown
- Leverage public investments for access & mobility



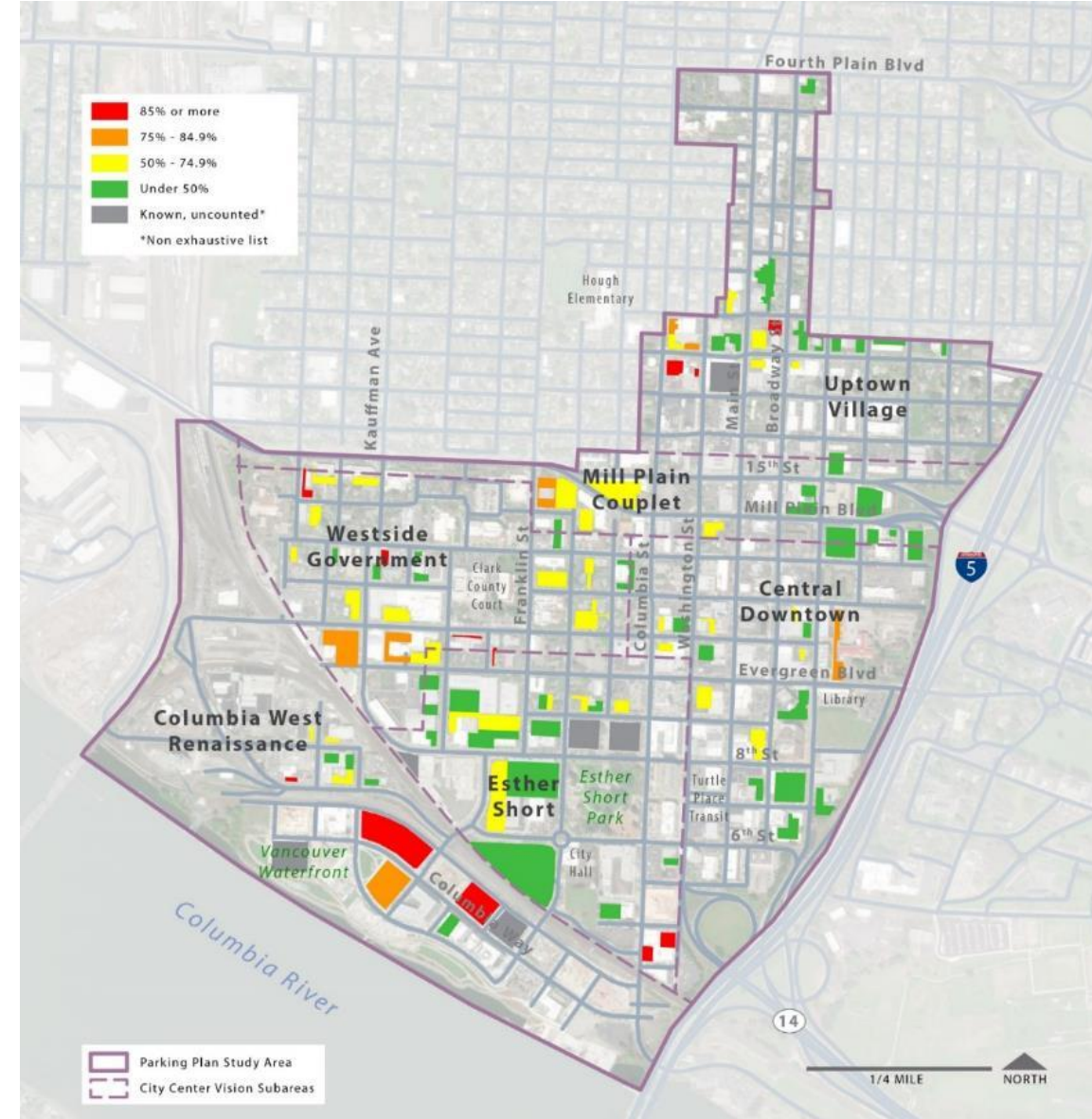
Project Overview



Existing Conditions

Significant existing capacity to accommodate growth

- On-street parking well utilized with excess capacity
- **2,500** enforced spaces = 20+ miles of curb
- Private off-street parking underutilized
- Roughly **9,500** spaces in 220 lots



The Plan: Three Pillars

1. Adopt New Pricing Practices
2. Expand Public Parking Supply through Shared Parking
3. Enhance Downtown Mobility Options



Pillar 1: Adopt New Pricing Practices

- **7-Day enforcement** ★
- **Simplify on-street pricing with High-Demand & Low-Demand Areas** ★
- Evaluate tier-based pricing
- Enhance technology options for payments and enforcement
- Provide options for low-wage hourly employee
- **Improve ADA access and parking options** ★
- **Extend buffer zones between residential & commercial areas** ★
- Evaluate existing on-street permits



Pillar 2: Expand Public Parking Supply through Shared Parking

- **Pursue Agreements with Property Owners for Public Use of Private Parking** ★
- **Expand Parking Options for Public Events** ★
- Develop a Dispersed Parking Plan for Light Rail
- Eliminate Parking Minimums & Facilitate Shared Parking Between Developers & Owners of Private Parking
- Improve Wayfinding & Navigation Systems



Pillar 3: Enhance Downtown Mobility Options

- Invest in Alternative Transportation Initiatives
 - **Circulator** 
 - New bike and micro mobility options
 - Enhanced commuter and delivery options
- Use Downtown Curb Space to Promote Mobility
 - Accessible parking
 - Pedestrian infrastructure
 - Active streets
 - Bike routes
- Develop a Mobility Hub Network Plan.



Priority Action for Implementation



Community Engagement

Public Committees & Forums

- Parking Advisory Committee (PAC)
- City Center Redevelopment Authority (CCRA)
- Downtown Stakeholders Forum
- Transportation and Mobility Commission (TMC)

Public Feedback

- Survey (2500+ responses)
- Small Group Discussions
- Be Heard



Financial Requirements

- Implementation of Plan supported by Parking Fund
- Parking Fund is self-supporting with mandate to invest in parking and access investments
- Initial implementation actions included in FY 25-26 Budget
- Future actions subject to budget approval and additional implementation requirements (e.g., code changes)



Follow Up Items

- ADA Parking
- Curb Management
 - Loading Zones
 - Drop Off Zones
 - Loss of On-Street Parking
- Wayfinding
- Buffer Zones
- Coordination with Parking Tax Implementation
- Weekend Enforcement



Requested Action

Adopt the Downtown Access, Mobility & Parking Plan and direct staff to move forward with initial implementation actions.



Discussion & Questions





MEMORANDUM

DATE: February 24, 2025

TO: Mayor Anne McEnerny-Ogle
Vancouver City Council

FROM: Lon Pluckhahn, City Manager

RE: **Follow Up on Council Feedback to Downtown Access, Mobility & Parking Plan**

CC: Patrick Quinton, Gabriel Montez

This memorandum provides follow up information requested by City Council during the January 13, 2025 workshop on the proposed Downtown Access, Mobility and Parking Plan (the Plan). Questions and feedback touched on initial implementation priorities, additional detail on buffer zones, loading zones and hotel loading and unloading, coordination with the City's planned tax on commercial parking operations, and the estimated cost for priority actions in the Plan. Because the proposed plan is intended to reflect City policy and will be followed by specific implementation actions, including budget approval and Vancouver Municipal Code (VMC) changes, the Plan has been modified only for clarification on the above topics and will not include implementation details. However, initial thoughts on implementation plans on the above topics are included below.

Implementation Priorities

While the Plan includes 16 separate actions, Parking Services, in recognition of limited staff resources and the multiyear nature of some actions, has established initial priorities for the first two years of implementation. The priority actions for 2025 and 2026 are listed below and the financial requirements are addressed in a subsequent section in this memo.

1. Weekend Enforcement – Expansion of parking enforcement to seven days is a long overdue component to the City’s parking management to address the ongoing challenges residents and visitors experience in accessing downtown on weekends. The Parking Services team added new officers and adopted a staggered work schedule in 2024 in anticipation of seven-day enforcement. City staff will begin updating existing signage in high demand areas throughout downtown (i.e., Waterfront, Esther Short, and Main Street below Evergreen) and anticipate implementing weekend enforcement in those areas by Q3 2025. The remainder of downtown will shift to weekend enforcement by Q1 2026.
2. High and Low Demand Parking Areas – City staff will designate High and Low Demand Areas (HDAs and LDAs) downtown and update the signage in those areas. When HDAs and LDAs are in place, pricing changes specific to parking demand in each area will be implemented. Pricing changes are expected in Q1 2026.
3. ADA Parking – Enhancing parking options for people with disabilities is a priority action for the Plan and will require a long-term commitment to add more spaces and upgrade curb infrastructure as part of downtown development over the next decade. The first implementation step will be a staff-led inventory and assessment of ADA on-street and off-street spaces and potential reshuffling of existing on-street parking spaces to provide more dedicated ADA spaces. A fuller description of plans for ADA parking is included below.
4. Shared Parking Agreements – Recruiting private parking owners to partner with the City is a critical element to the Plan and will be an early activity by staff. Staff will begin by creating a database of private parking facilities and contacting a short list of the most suitable properties for shared agreements. City staff will work with those owners and provide the data and analysis to help these owners decide how and when to open up their properties for public use. Some of the early agreements may address the need for event parking downtown given that peak parking for events is complementary to peak parking for office or business use.
5. Circulator – While most of the proposed mobility initiatives have long implementation timelines, the near-term addition of a circulator service downtown will offer immediate relief for some of the current challenges for residents, employees and visitors downtown. City staff will issue an RFP for a partner to establish a circulator service and recruit other sponsors to cover the operating costs of the service. Staff anticipate issuing that RFP by Q3 2025 and have a circulator service operating in 2026. Staff have met with representatives from C-TRAN, Ryd (the shuttle service that previously operated downtown) and Vancouver’s Downtown Association (VDA) to gather feedback on this planned action and gauge their interest in partnering on this effort.

ADA Parking

Addressing the deficiencies in parking access for people with disabilities will require a long-term commitment to adding dedicated spaces and upgrading curb infrastructure as

part of public improvements and downtown development over the next decade. As stated above, staff will complete an initial inventory of existing ADA parking spaces and determine what improvements are needed for those spaces. The most immediate action after the inventory is to add new dedicated ADA spaces from the existing on-street parking inventory. This action will be based on the inventory of existing ADA spaces and identification of locations that are underserved.

Improvements to the curb infrastructure to comply with ADA requirements will involve collaboration between Parking Services and Public Works to prioritize and initiate projects that are suited to public funding. Given the availability of funding for transportation projects in the Waterfront, the initial publicly funded projects will be in that part of downtown. Improvements to curbs and related infrastructure throughout the rest of downtown will be initiated in tandem with new development to leverage private investment and will require the appropriation of additional funding in future biennia for Public Works.

Curb Management

Many of the actions in the Plan are included in the broader strategic area of curb management. While on-street parking will remain the primary use of curb space in downtown Vancouver, the Plan calls for the City to create clear criteria and priorities for use of curb space, especially when there are conflicting demands on the right of way. All existing curb spaces will be reviewed, including **all loading zones and drop off zones** in front of hotels and restaurants in the downtown area. Where possible, single use spaces will be converted to multi-use so that these spaces can be more fully utilized throughout the day. While a limited number of on-street parking spaces will be converted for other non-parking uses, the impact of these changes on the overall parking supply will be minimal.

Buffer Zones

Pillar 1 of the Plan includes an update to the City management of the buffer zones between residential and commercial neighborhoods, primarily in downtown areas north of Mill Plain Blvd. These buffer zones experience the most conflict between competing uses and historically the City has either prohibited or allowed but not charged for hourly parking on streets with permit parking. The Plan recommends reviewing all parking spaces within buffer zones and evaluating whether the existing enforcement scheme is appropriate for the surrounding uses. This review will likely transition areas with permit parking, whether for local residents or nearby commercial or institutional use, to a combination of paid hourly parking and permit parking for regular users. Staff expects this review to be complete by the end of 2025 and changes to permit only streets implemented during 2026.

Coordination with Parking Tax

As part of the adoption of the FY 25-26 budget, the City established a new tax on commercial parking operations in the form of a fee charged on all parking transactions.

This new tax will be charged on both on-street and off-street parking transactions and will require private parking owners to collect this fee through their existing systems. City staff will coordinate on the outreach to parking owners so that the implementation of the parking tax is aligned with conversations about shared parking arrangements and potentially tailored to provide incentives for private parking owners to partner with the City on shared parking. Because the implementation of the parking tax will occur in 2026, specific opportunities for collaboration will be determined throughout 2025 and implemented in 2026.

Financial Requirements

Parking Services is currently a self-funded operation with all expenses paid by revenues from meter collections, permit and off-street parking revenues and citations. All revenues generated by Parking Services are received by the Parking Fund, which is responsible for covering all expenses and investments related to the City's parking operations. Because the Parking Fund did not historically achieve full cost recovery, a financial policy was adopted by the City requiring the Parking Fund to achieve full cost recovery each year. Since the adoption of the policy, the Parking Fund has been self-sustaining. The Fund now runs a surplus as a result of increases in parking rates and increased permit sales in the Vancouvercenter Garage (the Garage).

In addition, the Parking Fund has been responsible for paying debt service on the Garage. The retirement of the debt on the Garage in 2025 will provide the Parking Fund with additional funds to invest in necessary upgrades to the Garage and other parking assets (e.g., paystations, surface lot improvements) and support the initiatives and new investments identified in the Plan.

The activities of the Plan will be supported by revenues from Parking Fund and the adopted FY 25-26 Biennial Budget includes appropriated funds from the Parking Fund for most of the initial implementation activities summarized in the previous section, including funding for the circulator service and shared parking agreements. Below is a summary of the estimated costs of the priority initiatives previously summarized in this memo:

- Weekend Enforcement – As previously stated, the Parking Services team added new officers and transitioned to a seven-day workweek in anticipation of the shift to seven-day enforcement. Because weekend enforcement will begin in High Demand Areas of downtown, the existing team of officers will be able to staff the initial rollout of weekend enforcement. The expansion of weekend enforcement to the rest of downtown will require the addition of a minimum of two full time officers. The addition of new officers will be included in a future budget request. As a reminder, total compensation costs for Parking Officers are covered by the Parking Fund and new officers generally achieve full cost recovery through additional enforcement and citation revenue.

- Shared Parking Agreements – The bulk of the work to recruit private parking owners and negotiate shared parking agreements will be performed by existing staff. Additional costs are expected in drafting and negotiating agreements as well as performing utilization studies for individual parking facilities to help define the appropriate public uses for the facility. The estimated cost for this work, which includes efforts to identify private parking for downtown events and for a dispersed light rail parking plan, is \$100,000 per year and these costs are included in the approved FY 25-26 budget.
- ADA Parking – The initial work under this action will be performed by existing staff and the allocation of additional on-street spaces for ADA parking can be performed using currently appropriated Parking Fund funds. Additionally, Public Works recently added two dedicated ADA spaces in the Waterfront and has public benefit funding from the MFTE program that will allow for three additional spaces along with necessary curb improvements in 2025. Future curb improvements will be funded by new private development and Public Works appropriations.
- Circulator – To establish a circulator service downtown, the City will issue an RFP for an operator to manage the service and provide initial seed funding to cover the operating costs of the circulator. The FY 25-26 budget includes \$150,000 in both years to fund the City's contribution to this service. Based on conversations with potential operators, a circulator service could attract the support of downtown employers and other local institutions, and the City's goal will be to reduce its annual contribution to the service over time as new funding partners are identified.
- Wayfinding – Upgrading downtown's existing wayfinding signage and potentially adding digital capabilities is a multiyear project that will depend on the identified needs for downtown wayfinding and the network of parking providers that partner with the City. To start the implementation process, the City will contract with a consultant to help design a wayfinding plan that proposes a new network of wayfinding signs and resources and recommends an implementation schedule and budget. The cost of this initial contract is included in the approved FY 25-26 budget, and future expenditures will be presented to Council for approval. Any investments in new wayfinding technology will be funded from Parking Fund resources and appropriated in future biennial budgets.

As a reminder, all costs described above are eligible expenditures from the Parking Fund and current projections for the Fund indicate that the Fund will have a sufficient surplus throughout the Plan term to cover these expenses. In addition, implementation of weekend enforcement and regular calibration of parking rates will increase revenues to the Fund and provide additional funds to invest in Plan initiatives. Growth in downtown residents and visitors should offset any loss of revenues due to increased use of alternative modes of transportation to downtown.

The remaining initiatives in the Plan are scheduled for implementation in future biennia and, to the extent these initiatives require resources beyond existing staff, will be

included in budget requests at that time. In the event any new costs are not eligible expenses for the Parking Fund, staff will seek third party sources of funding such as grants and private support.

Summary

The proposed Plan will update the City's policy priorities with respect to mobility and access in Downtown Vancouver. This Plan will serve as the guide for a five-year implementation effort that will produce profound changes in how the City manages its existing parking assets and supports access and mobility downtown. The implementation of the Plan will involve a series of initiatives that will require separate Council actions and specific budget appropriations.

2/24/2025

RESOLUTION NO. M- [Resolution Number]

A RESOLUTION adopting a Downtown Access, Mobility and Parking Plan.

WHEREAS, the City of Vancouver has experienced rapid growth over the past two decades, transforming its downtown in the process, and such growth is expected to continue for the next 20 years; and

WHEREAS, the options for people to access and move around city center of Vancouver must adapt to facilitate this growth; and

WHEREAS, a new approach to the City's management of its existing parking assets and the City's support for options for individuals seeking alternative modes of transportation beyond the use of a car are central to facilitate the growth described herein; and

WHEREAS, the Downtown Access, Mobility, and Parking Plan ("Plan"), developed by City staff and nationally recognized experts in parking and mobility strategies Walker Consultants, attempts to leverage not just the public facilities and properties owned by the City, but also the many underutilized private assets to create a modern, connected system for traveling to and within downtown that enhances ease of access and meets the ambitious climate and equity goals adopted by the Vancouver City Council; and

WHEREAS, the Plan received significant input and contributions from the full range of downtown stakeholders; and

WHEREAS, the Plan should guide the City in future decisions regarding investments in parking and mobility as well as policies that regulate requirements for parking in future development activity; and

RESOLUTION - 1

WHEREAS, the Council finds that adopting the Plan best facilitates the needs of the City;

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. The Final Draft of the Downtown Access, Mobility and Parking Plan (hereinafter “Plan”), attached hereto as Exhibit A, is hereby adopted and approved.

Section 2. City staff is directed to implement the Plan.

Section 3. This resolution shall be effective immediately upon adoption.

ADOPTED at a Regular Meeting of the Vancouver City Council this _____, of February, 2025.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, Interim City Attorney

RESOLUTION - 2

FINAL DRAFT

DOWNTOWN ACCESS, MOBILITY AND PARKING PLAN

Vancouver has experienced rapid growth over the past two decades, transforming its downtown in the process. That growth is expected to continue for the next 20 years, significantly changing the look, feel, and use of downtown once again. While the growth in people living and working downtown has made Vancouver a more vibrant and livable community, we recognize that the options for people to access and move around our city center must adapt to facilitate this growth. Central to this effort is a new approach to the City's management of its existing parking assets and our support for options for individuals seeking alternative modes of transportation beyond the use of a car.

The Downtown Access, Mobility, and Parking Plan (the "Plan") is a critical next step for the City of Vancouver to respond to these transformative changes and support mobility and access for the range of stakeholders who live, work, shop and recreate downtown. This Plan is an attempt to leverage not just the public facilities and properties owned by the City, but also the many underutilized private assets to create a modern, connected system for traveling to and within downtown that enhances ease of access and meets the ambitious climate and equity goals adopted by the Vancouver City Council.

This Plan was developed by City staff and Walker Consultants, nationally recognized experts in parking and mobility strategies, with significant input and contributions from the full range of downtown stakeholders. The engagement on this plan touched all aspects of downtown life by connecting with residents, business and property owners, employees, visitors and others committed to contributing to the future of downtown Vancouver. In addition to wide ranging community engagement, the project team performed an extensive inventory and assessment of the existing parking assets downtown.

The full list of actions in the Plan reflects an ambitious vision for serving the mobility and access needs of downtown stakeholders. The implementation of the Plan will require a commitment of public and private resources over the next five years as well as collaboration with community partners throughout downtown and the City. We look forward to working with you to realize the essential vision of the Plan.

FINAL DRAFT

About this Plan

The purpose of this Plan is to set a vision for parking and mobility downtown through implementation of prioritized actions. This Plan is organized into three Pillars, or broad areas of focus that must be accomplished if the Plan is to be successful:

- Pillar 1: Adopt New Pricing Practices for Parking
- Pillar 2: Expand Public Parking Supply Through Shared Parking
- Pillar 3: Enhance Downtown Mobility Options

Within these three pillars are 16 specific actions – new policies, initiatives, or investments – designed to help the City achieve Plan goals. The Plan requires a five-year implementation period, which may be extended in some cases due to the complexity and scale of an Action and available resources.

Overview

The City of Vancouver’s Parking Services Division embarked on the development of a five-year Downtown Access, Mobility and Parking Plan to position the City to better manage public parking assets, and create an environment that enhances mobility and parking options for residents, businesses, and visitors. This transformation is directed by City climate and transportation policies, which aim to reduce greenhouse gases and traffic congestion while meeting the needs of people and businesses. The larger vision of City policies goes beyond climate and transportation. The goal is to create a livable place designed for people with jobs, businesses, housing and activity for residents, employees, and visitors, all within a high-functioning, easy-to-traverse, 15-minute downtown.

One of the first steps in this process was to conduct a comprehensive assessment of Vancouver’s downtown parking district, assets, and policies. Data trends and community perspectives were captured through the following efforts:

- Downtown stakeholder & community engagement
 - Online survey (2,500+ respondents)
 - Three distinct small group discussions (people with disabilities, tourism & hospitality stakeholders, and downtown businesses)
 - Presentations to public boards & commissions (Parking Advisory Committee, Transportation and Mobility Commission, Center City Redevelopment Authority, and City Council)
 - Engagement with the Downtown Stakeholders Forum & neighborhood associations.
- Parking supply and utilization data analysis
- Evaluation of parking payment technology and permit programs
- Assessment of existing access mobility networks and services
- Review of existing transportation and parking related policies

The following key findings emerged from this outreach and analysis, and informed and grounded the development of the Plan:

FINAL DRAFT

- Occupancy and utilization data does not support the oft-expressed assumption that downtown needs more parking.
- Event- and visitor-based surges in City parking demand are typical of most active downtowns where parks and meeting spaces have programmed events. Vancouver's parking occupancy numbers indicate that the parking supply is adequate even at peak use periods.
- The number of unoccupied spaces during most days and times suggests that existing parking could be better utilized or dispersed throughout the district.
- The low on-street occupancy rates suggest that the City could consider strategies that address diverse, curbside use for activities other than parking.
- The number of designated ADA spaces is low (24 on-street within the district).
- Low to moderate occupancy suggests that many off-street parking lots could be candidates for development projects and/or shared parking agreements with the City.
- New housing, commercial, and mixed-use projects may be especially feasible if parking requirements are reduced and shared parking in nearby off-site locations is accepted by the marketplace, consumers, investors, and financiers.
- The use of a single smartphone app and physical pay stations at the curb and in the Park 'n Go garage should serve the City well into the future.
- The public at large is unfamiliar with City policy on climate, transportation, and downtown and might be more receptive to non-car choices if fully informed of options and accessibility.

The full findings and analysis of from this assessment can be found in the Plan's [Existing Conditions Report](#).

FINAL DRAFT

Pillar 1: Adopt New Pricing Practices

Purpose

Adopt new demand-driven pricing strategies to create a user-friendly “park once” environment that benefits people who drive downtown, encourages people to walk between destinations without moving their car, and maximizes utilization of the on-street parking supply.

Benefits to People (metrics)

Increase

- Parking turnover, which creates more opportunities for people to access spaces near their destination.
- Use of the low-occupancy on-street parking supply in the downtown.
- Visits downtown by people who might traditionally face barriers, including those with disabilities and low-incomes, historically marginalized communities, families with children and seniors.
- Visibility and accessibility of information guiding people to parking places and destinations, including signs and internet tools.
- Simplicity of parking rates, time limits, and communication about parking that make parking choices easier for people.
- Options for people to “Park Once” and walk or use car-free transportation.
- Access for low wage employees and low-income households to affordable parking and mobility options.
- Infrastructure to better meet the mobility needs of residents, employees and visitors with disabilities.

Reduce

- Driving time needed to find a parking space.
- Parking congestion caused by cars circulating to find parking.

Actions

1. Enforce Paid Public Parking Seven Days a Week.

- On weekends, on-street parking turnover is infrequent in high demand areas of downtown, including the Waterfront, creating access challenges for customers and visitors in one of the city’s busiest shopping and restaurant districts.

FINAL DRAFT

- By extending paid parking and enforcement to include Saturday and Sunday, the City will encourage increased turnover and create more opportunities for customers to find parking at their desired destination.
- The City will require and enforce paid parking from 8 a.m. to 6 p.m. seven days a week. Rollout and communication with community members and stakeholders will include advance notice to ensure effective implementation.
- Hours and rates will be monitored and evaluated over time to keep pace with the market, changing customer behaviors, and demand from people visiting, working, and living downtown.

2. Simplify On-Street Parking Regulation

- The imbalance of on-street parking occupancy, with predictable “hot” and “cold” spots, suggests that the City should consider various strategies to redistribute parking throughout downtown. The range of different parking rates, durations and other restrictions creates challenges for visitors to find the parking that works best for their needs and budget.
- Streamlining the rate and duration options of regulated on-street parking spaces will simplify the rules for customers and achieve a better distribution of parking use.
- The City will prioritize short-term parking in high-activity, high-demand parking areas (**High Demand Areas or HDAs**) that are concentrated around large offices, retail and restaurant clusters, and Esther Short and Waterfront Parks. In HDAs, parking rates will be based on market and demand to achieve maximum turnover, and permit parking will be eliminated to focus on short term hourly parking.
- The City will provide longer parking durations in areas with historically low utilization (**Low Demand Areas or LDAs**). In LDAs, parking rates will be based on market and demand, which will be lower than in HDAs, and permit parking will be reduced or eliminated over time to encourage alternate transportation options. To allow for affordable long-term parking, a maximum daily rate may be implemented.
- The boundaries of HDAs and LDA and rates for each area will likely change over time based on the level of parking activity within each area.
- Advance notice of changes in parking rates and boundaries will be provided to the broader community and downtown stakeholders to ensure effective implementation.

3. Evaluate Tier-Based Progressive Pricing

- Tier-based pricing, where hourly rates escalate for longer duration parking, has the potential to give customers more flexibility and control over how long to park a car. To better understand the impacts of this tool and encourage further change in parking decisions, the City will evaluate the use of tier-based pricing as an option for High Demand Areas (HDAs) downtown.
- Progressive pricing encourages active turnover of parking spaces and provides more flexibility for customers who may have needs for parking within HDAs longer than two hours.
- Progressive pricing will only be implemented after in depth evaluation of the efficacy of the pricing changes for HDAs and LDAs described above to address any ongoing utilization dynamics.

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4. Expand Dedicated Parking and Lower Rates for Qualified Low-Wage Hourly Employees

- The lack of adequate parking for downtown employees, and hourly-wage workers in particular, has been identified as an ongoing challenge with the current parking framework.
- To support the growth of downtown businesses who rely on hourly employees, the City will increase the parking options for low-wage employees by offering affordable hourly rates within LDAs.
- Under this proposal, qualified low wage employees who enroll in this program will be eligible to pay a discounted hourly rate at any on-street space in an LDA.
- The City will partner with downtown employers to increase awareness of this affordable parking option and provide additional information on alternative commute incentives that can be offered to existing employees and job seekers.
- By offering reduced parking rates in combination with incentives to encourage use of transit, bicycle, or other mode alternatives, this action can reduce overall commute costs for low-wage employees.

5. Improve Parking Options for Persons with Disabilities

- Downtown is still underserved in terms of the number of designated parking spaces for persons with disabilities and many of the existing designated parking spots do not meet the size and accessibility requirements for ADA spaces.
- The City will inventory and evaluate all existing designated spaces to assess whether they meet ADA size and accessibility requirements.
- The evaluation of existing dedicated spaces will identify deficiencies in the allocated space and curb infrastructure and establish a multi-year plan for addressing any deficiencies with a focus on leveraging private investment in downtown development projects to upgrade infrastructure.
- The City will look for immediate opportunities to add new ADA spaces at the curb and in public lots without a significant reduction in non-ADA designated spaces. New ADA spaces will be added where navigating to and from the vehicle is the most convenient and, where possible, at mid-block.
- As part of the City's work to upgrade payment technology for parking customers, payment options for persons with disabilities will be enhanced. These enhancements include "pay by phone" and "pay by (license) plate" options so people can pay and extend their visit without coming to the pay station or returning to their car to put a pay receipt on the dashboard.
- The City will also replace non-ADA compliant parking pay stations so all equipment is accessible.
- In addition to addressing the supply and accessibility of ADA spaces, the City will broaden communication about the availability of ADA parking and increase public awareness about ADA uses of public parking, including the rights of people with ADA placards to park in any legal parking space and load and unload in any loading zone designed for passenger loading such as at hotels and convention centers.
- All communication about accessible parking will be made in multiple languages and in collaboration with community partners to address the barriers that have historically restricted access to downtown for some communities.

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6. Establish Buffer Zones Between Residential and Commercial Areas

- Rapid development and the expansion of commercial activity within downtown Vancouver has resulted in increased demands on on-street parking in adjacent residential neighborhoods. While the City has historically allowed limited free hourly parking in residential permit areas, the need for additional street parking requires a more intentional approach to enforcement in these “buffer” zones.
- The City plans to expand existing parking buffer zones, including the current Parking Buffer Zone 3A permit, and add new buffer zones where commercial and residential areas meet, such as areas around Uptown Village, to maintain access for people in residential neighborhoods that may be impacted by spillover from parking in adjacent commercial areas.
- The City will also evaluate all blocks that are only available for permit parking to determine if a switch to paid hourly parking or blended permit and hourly parking approach is better suited for the commercial and residential parking needs of the area.
- Within residential buffer zones, the City would switch to paid hourly parking in addition to permit parking by neighborhood residents.
- The City will monitor the size and management of buffer zones to best meet the needs of areas downtown where development is occurring or planned.

7. Evaluate and Update Existing On-Street Permit Options

- While the City’s permit programs serve a need within downtown for regular parkers, including employees and carpoolers, the “all you can park for a fixed price” nature of these permits discourages use of alternative commute options. This parking need could be better served by hourly parking programs and use of underutilized private parking.
- Prior to implementing a reduction in on-street permits, the City will study and develop alternatives to unlimited general access permits.
- The City will also work with downtown employers to adopt and offer Commute Trip Reduction (CTR) programs to encourage employees to use transit, and other mobility and commute options.
- Employers will be encouraged to use private parking, whether on-site or owned by a third party, for employee carpools. This parking option could be used as a benefit for employees and enhance the utilization of existing private parking.

8. Enhance Technology Options for Parking Customers and Operators

- Currently, two-thirds of parking payments occur through the City’s smartphone payment app, Parking Kitty, with the remaining one-third through pay stations and legacy coin meters. Outdated coin meters cause confusion for users and result in inefficient collections and data tracking.
- The City will continue to invest in technology, including digital payment options, user-friendly pay stations, license plate recognition, and other parking technologies to allow people to:

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- pay by cell phone;
- extend parking sessions remotely; and
- avoid displaying a pay receipt on the dashboard.
- New mobile app technologies could include ways to improve wayfinding and awareness of parking options.
- Technology enhancements will improve the ease of the customer experience, accuracy of parking data, document curb occupancy levels in real time, and increase efficiency of enforcement staff.
- The technology upgrades will occur over a 5-year period and be implemented after extensive public communications and to minimize disruption.

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Pillar 2: Expand Public Parking Supply Through Shared Parking

Purpose

Expand parking supply available to the public through agreements with private parking owners to unlock underused parking for commuters, patrons and special events.

Benefits to People (metrics)

Increase

- Off-street parking options for downtown stakeholders.
- Occupancy at off-street parking locations to relieve parking demand in HDAs.
- Revenue opportunities for private lot owners with parking oversupply.
- Information available to downtown visitors seeking parking and mobility options.
- Land available for new housing and office development.

Reduce

- Time required for people to find parking.
- Congestion from excess driving to find available parking spaces.
- Need for new off-street public or private parking facilities.
- Cost of new development related to parking.

Actions

1. Pursue Agreements with Property Owners for Public Use of Private Parking

- Downtown Vancouver has 10,000 private parking spaces, most of which are underutilized due to single use agreements and other restrictions on public use. This supply of private parking offers an immediate opportunity to expand public parking without the addition of new public parking structures and lots.
- While many private parking owners have legitimate reasons for maintaining single use parking facilities, the lack of easy to implement solutions for managing public parking is likely preventing some parking owners from integrating other users into their facilities.
- The first step to unlocking private parking supply for public use is to engage with property owners downtown or in the immediate vicinity where satellite parking for commuters or attendees of events could be an option.
- The City will initially offer property owners third-party assessments to illustrate the opportunity to increase parking occupancy and maximize utilization through public use. This utilization analysis will identify the options and barriers to public parking on their facility. In addition, City staff will coordinate outreach to private parking owners with the implementation of the City's

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planned tax on commercial parking operations and explore additional incentives related to the tax for participation in a shared parking arrangement.

- The City will also introduce a suite of parking management services and payment options to offer immediate solutions for parking owners to allow public use. Private owners may also be able to manage public use without the City's involvement including the use of third-party operators who provide parking management and payment services to other private parking owners.
- For private parking owners interested in partnering with City for public use, the parties will negotiate agreements that define the working relationship between the City and the private owners.
- The City will also support private parking facilities open to the public use through inclusion of these facilities in any physical or digital wayfinding.

2. Expand Parking Options for Public Events

- Visitors to downtown often experience challenges finding parking near public events, including the Vancouver Farmers Market and other events in Esther Short Park, the Historic Reserve, or the Waterfront. The lack of a coordinated plan that offers multiple off-street parking options and adequate information about those options for visitors is largely the cause of these challenges.
- The City will work with event organizers to evaluate challenges and pain points experienced by people attending events, and identify event-specific solutions and strategies to improve parking practices, reduce congestion to find parking, and encourage both off-site parking and car-free access to events.
- In addition to providing information about existing on-street and off-street public parking options, the City will identify private parking facilities that are willing to provide public parking on event days and facilitate partnerships between event organizers and private parking owners.
- Event organizers will also be asked to include additional signage and messaging about available parking, including multi-language signage to ensure optimal accessibility.

3. Develop a Dispersed Parking Plan for New Light Rail to Downtown

- Current plans for the Interstate Bridge Replacement (IBR) project include two light rail stations in downtown Vancouver that may require up to two new structured parking garages with potentially 1,200 new parking spaces. Given the existing inventory of 14,000 parking spaces in downtown and low utilization of that inventory, a dispersed parking plan using existing parking supply to serve light rail users is a better option for serving downtown without utilizing valuable downtown real estate for new parking supply.
- Structured parking facilities exist within walking distance of both proposed light rail stations that could serve as the foundation of a dispersed parking plan. In addition, the broader constellation of private parking facilities and lots could also be options for parkers seeking different pricing and duration options.
- As part of the work to bring more private parking into the public supply, the City will identify strategic private parking facilities in proximity to proposed light rail stations and, in collaboration

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with Interstate Bridge Replacement (IBR) partners, negotiate agreements to allow hourly and permit parking for public users.

- New downtown wayfinding signage will prioritize providing information about the shared parking locations for light rail to ensure that transit users utilize the parking locations best suited to their needs and budgets.
- Because the proposed light rail stations will serve as mobility hubs (see Pillar 3 below) that provide connections to various transit and mobility options, the City will highlight information about these options to reduce demand for park and ride locations over time.

4. Eliminate Parking Minimums and Facilitate Shared Parking Between Developers and Owners of Private Parking

- Required minimum parking ratios for new development encourage the construction of new parking even when existing parking may be available to serve that need. Parking minimums add unnecessary new parking supply downtown, reduce the amount of land available for new housing and office space, and increase the cost of development.
- This plan recommends eliminating minimum parking requirements for residential and commercial uses as part of the new Comprehensive Plan to be adopted by the City in 2025 to allow developers the flexibility to provide parking based on analysis of the market demand and costs of development.
- To assist developers who may want to minimize the amount of new parking in a project, the City will provide information to developers about nearby underutilized private parking and, if necessary, facilitate agreements with owners of existing private parking to serve new development.
- City involvement in negotiating shared parking agreements may assist developers in negotiating with lender and investors who may not be experienced underwriting development deals with off-site parking.
- To the extent that some form of parking minimums is maintained in the new Comprehensive Plan, the code should reduce the requirements for shared and offsite parking arrangements to meet the minimum ratios.

5. Improve Wayfinding and Navigation Systems

- Existing wayfinding downtown is limited and outdated. The lack of a modern wayfinding system is contributing to congestion and a perception of a lack of parking and mobility options.
- The City will develop and install a new wayfinding system that provides real time information on the availability of parking and the location of all mobility options, in addition to directions to downtown destinations and attractions.
- To ensure a new wayfinding system incorporates all current and future mobility options, the first phase of implementation will evaluate and recommend the scope and implementation timing of a new system. The evaluation phase will include a review of best-practice wayfinding signage and digital tools that handle both typical parking demand and peak demand such as special events. The build out of the new system will occur only after a proposed system is studied and fully designed.

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- The phased implementation of new wayfinding will allow for alignment of the system around projected downtown growth and development, activation of private parking assets for public use, and the rollout of new transit and mobility options.

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Pillar 3: Enhance Downtown Mobility Options

Purpose

Actively support and invest in existing and new options for people to adopt car-free behaviors to get to and around downtown and reduce barriers for people transitioning to car-free mobility.

Benefits for People (metrics)

Increase

- Options for reliable car-free movement to and around downtown.
- Amenities and services available for pedestrians, cycling, and other alternative transportation modes.
- Increase connectivity between transportation options.
- Use of curb space for enhancing access and mobility downtown.

Reduce

- Demand for car trips between downtown destinations.
- Obstacles to safe biking and walking downtown.
- Gaps in City-designated bike and pedestrian paths.

Actions

1. Invest in Alternative Transportation Initiatives

- The lack of reliable alternative transportation and mobility options undermines efforts to encourage people to reduce car use to and within downtown.
- The ongoing expansion of C-TRAN Vine service is critical to increasing transit ridership, particularly for people who are traveling to downtown. However, the lack of mobility options for moving within downtown limits the impact of public transit in reducing car use.
- The City will develop an investment strategy for deploying parking funds to establish or grow services that enhance the capacity of existing downtown parking supply by reducing the demand for parking.
- The City has identified the first investment opportunity under this approach: a circulator (shuttle) for short trips between key destinations and employers downtown to allow visitors, residents, and employees to move within the district without reliance a car. This service would allow people to use public transit to travel to downtown or park on the edge of downtown and have a reliable mobility option during their visit.
- By developing an alternative transportation investment strategy, the City will identify and evaluate a range of initiatives, in addition to the circulator, with the potential to support reliable

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car-free mobility downtown for residents, visitors and employees. As described below, the strategy will focus on initiatives that have the potential to improve conditions for bicycles, pedestrians and alternatives for commuters and delivery vehicles.

Bicycles

- The City can help address logistics and security issues cyclists face when doing daily errands by investing in a coordinated network of bike racks, lockers, and corrals.
- The training, repair, supplies, and services of organizations such as Bike Clark County could be augmented to expand their reach, especially to new users.
- The strategy should revisit the feasibility of a bike share or rental program serving downtown and adjacent neighborhoods.
- These actions should complement existing requirements in City development regulations for bike facilities in new developments.

Pedestrians

- The infrastructure for pedestrians can be enhanced through improved signage that provides walking time and distance, information on downtown business offerings, and seating in more locations, including some covered benches for inclement weather.

Commuters and Delivery Services

- The strategy will consider ways to enhance support for commute trip reduction (CTR) programs offered by downtown employers to encourage people to use transit and other non-car modes.
- The City will initiate conversations with private companies offering freight delivery by bicycle to explore the applicability of this model for downtown Vancouver. These companies use satellite warehouses for large freight deliveries which are broken up for smaller “last mile” deliveries by e-bikes to reduce truck traffic and loading zone activity downtown.
- A critical consideration in identifying initiatives suitable for City investment will be the presence of partners capable of launching and managing such initiatives, building effective alliances and support among downtown business and community stakeholders, and developing sustainable funding models.

2. Use Downtown Curb Space to Promote Mobility

- The on-street curb space downtown is a valuable public asset that should be utilized to intentionally promote the goals of this Plan. The City will establish a framework for how to prioritize competing uses of the curb and begin a transition of some dedicated on-street parking to support the use of alternate mobility options.
- The framework will be developed in consultation with downtown and community stakeholders, as well as City transportation and planning officials. Repurposing of existing on-street parking will be targeted to underutilized blocks and high foot traffic areas.

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- The framework will aim to meet desired access and mobility goals by incorporating and prioritizing a range of existing and new curb uses such as:
 - Loading zones for local businesses and buildings;
 - Access points for alternative mobility options (e.g., bike corrals, circulator stops, bike rental hubs);
 - Temporary restaurant seating areas that attract new visitors and enhance the pedestrian environment;
 - Benches where people (pedestrians, bicyclists and transit riders) can rest, repack purchases items or gear, and visit as they move around downtown; and
 - Mobility lanes that increase safety for people on bikes, scooters, skateboards, and skates.

In order to maximize the use of limited curb space, the framework will encourage solutions that combine complementary uses, such as space for loading in morning hours and drop off or short-term parking in the afternoon and evenings.

- One priority of the framework will be to identify existing gaps in downtown bike routes (as designated in the City's Transportation System Plan) that could be addressed by repurposing parking spaces. The repurposing of existing parking would occur after evaluation of existing utilization of the parking spaces and the availability of alternative parking nearby.

3. Develop a Mobility Hub Network Plan

- Movement between alternative transportation options is hindered by a lack of coordination to facilitate transfers between different modes. Co-location of mobility options would increase use of non-car options to get to and around downtown.
- In collaboration with transportation and mobility partners, including C-TRAN, the City will develop a plan to establish a network of mobility hubs to enhance transit and alternative transportation connections throughout downtown.
- Mobility hubs can be as simple as co-location of two or more mode options or comprehensive transit-oriented development hubs.
- Existing public transit hubs (e.g., Turtle Place) will serve as the foundation for a mobility hub network. The City will seek to enhance existing hubs through improvements to bike parking and potential co-location of new mobility options such as stops for the proposed circulator, bike rental stations, and pedestrian amenities.
- New mobility hubs will be identified in the plan based on existing downtown traffic and pedestrian patterns and potential satellite parking locations that may serve as transition points to other transportation modes.

DOWNTOWN ACCESS, MOBILITY AND PARKING PLAN

Vancouver has experienced rapid growth over the past two decades, transforming its downtown in the process. The growth in people living and working downtown and visitors shopping at local businesses and enjoying events and festivals has exposed deficiencies in how the City of Vancouver manages its existing parking assets and the options available to individuals seeking to experience downtown outside of a car.

The Downtown Access, Mobility, and Parking Plan (the “Plan”) is a critical next step for the City of Vancouver to respond to these transformative changes and support mobility and access for the range of stakeholders who live, work, shop and recreate downtown. This Plan is an attempt to leverage not just the public facilities and properties owned by the City, but also the many underutilized private assets to create a modern, connected system for traveling to and within downtown that enhances ease of access and meets the ambitious climate and equity goals adopted by Vancouver City Council.

This plan is based on findings from the [Existing Condition Report](#) and organized into three pillars which represent the strategic mobility and access priorities for the City:

- Pillar 1: Adopt New Pricing Practices
- Pillar 2: Expand Public Parking Supply Through Shared Parking
- Pillar 3: Enhance Downtown Mobility Options

Within each pillar are actions designed to achieve the overarching objective of the pillar. The full list of actions in the Plan reflects an ambitious vision for serving the mobility and access needs of downtown stakeholders and will therefore be implemented over the next 5-10 years depending on the scale of action and available resources.

Pillar 1: Adopt New Pricing Practices

Purpose

Adopt new demand-driven pricing strategies to create a user-friendly “park once” environment that benefits people who drive downtown, encourages people to walk between destinations without moving their car, and maximizes utilization of the on-street parking supply.

Benefits to People (metrics)

Increase

- Parking turnover, which creates more opportunities for people to access spaces near their destination.
- Use of the low-occupancy on-street parking supply in the downtown.
- Visits downtown by people who might traditionally face barriers, including those with disabilities and low-incomes, historically marginalized communities, families with children and seniors.
- Visibility and accessibility of information guiding people to parking places and destinations, including signs and internet tools.
- Simplicity of parking rates, time limits, and communication about parking that make parking choices easier for people.
- Options for people to “Park Once” and walk or use car-free transportation.
- Access for low wage employees and low-income households to affordable parking and mobility options.
- Infrastructure to better meet the mobility needs of residents, employees and visitors with disabilities.

Reduce

- Driving time needed to find a parking space.
- Parking congestion caused by cars circulating to find parking.

Actions

1. Enforce Paid Public Parking Seven Days a Week.

- On weekends, on-street parking turnover is infrequent in high demand areas of downtown, including the Waterfront, creating access challenges for customers and visitors in one of the city’s busiest shopping and restaurant districts.

- By extending paid parking and enforcement to include Saturday and Sunday, the City will encourage increased turnover and create more opportunities for customers to find parking at their desired destination.
- The City will require and enforce paid parking from 8 a.m. to 6 p.m. seven days a week. Rollout and communication with community members and stakeholders will include advance notice to ensure effective implementation.
- Hours and rates will be monitored and evaluated over time to keep pace with the market, changing customer behaviors, and demand from people visiting, working, and living downtown.

2. Simplify On-Street Parking Regulation

- The imbalance of on-street parking occupancy, with predictable “hot” and “cold” spots, suggests that the City should consider various strategies to redistribute parking throughout downtown. The range of different parking rates, durations and other restrictions creates challenges for visitors to find the parking that works best for their needs and budget.
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- Progressive pricing encourages active turnover of parking spaces and provides more flexibility for customers who may have needs for parking within HDAs longer than two hours.
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- The lack of ~~dedicated-adequate~~ parking for downtown employees, and hourly-wage workers in particular, has been identified as an ongoing challenge with the current parking framework.
- To support the growth of downtown businesses who rely on hourly employees, the City will increase the parking options for low-wage employees by offering affordable hourly rates within LDAs.
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- Occupancy at off-street parking locations to relieve parking demand in HDAs.
- Revenue opportunities for private lot owners ~~where~~ with parking oversupply.
- Information available to downtown visitors seeking parking and mobility options.
- Land available for new housing and office development.

Reduce

- Time required for people to find parking.
- Congestion from excess driving to find available parking spaces.
- Need for new off-street public or private parking facilities.
- Cost of new development related to parking.

Actions

1. Pursue Agreements with Property Owners for Public Use of Private Parking

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- The City will also support private parking facilities open to the public use through inclusion of these facilities in any physical or digital wayfinding.

2. Expand Parking Options for Public Events

- Visitors to downtown often experience challenges finding parking near public events, including the Vancouver Farmers Market and other events in Esther Short Park, the Historic Reserve, or the Waterfront. The lack of a coordinated plan that offers multiple off-street parking options and adequate information about those options for visitors is largely the cause of these challenges.
- The City will work with event organizers to evaluate challenges and pain points experienced by people attending events, and identify event-specific solutions and strategies to improve parking practices, reduce congestion to find parking, and encourage both off-site parking and car-free access to events.
- In addition to providing information about existing on-street and off-street public parking options, the City will identify private parking facilities that are willing to provide public parking on event days and facilitate partnerships between event organizers and private parking owners.
- Event organizers will also be asked to include additional signage and messaging about available parking, including multi-language signage to ensure optimal accessibility.

3. Develop a Dispersed Parking Plan for New Light Rail to Downtown

- Current plans for the Interstate Bridge Replacement (IBR) project include two light rail stations in downtown Vancouver that may require up to two new structured parking garages with potentially 1,200 new parking spaces. Given the existing inventory of 14,000 parking spaces in downtown and low utilization of that inventory, a dispersed parking plan using existing parking supply to serve light rail users is a better option for serving downtown without utilizing valuable downtown real estate for new parking supply.
- Structured parking facilities exist within walking distance of both proposed light rail stations that could serve as the foundation of a dispersed parking plan. In addition, the broader constellation of private parking facilities and lots could also be options for parkers seeking different pricing and duration options.
- As part of the work to bring more private parking into the public supply, the City will identify strategic private parking facilities in proximity to proposed light rail stations and, in collaboration

with Interstate Bridge Replacement (IBR) partners, negotiate agreements to allow hourly and permit parking for public users.

- New downtown wayfinding signage will prioritize providing information about the shared parking locations for light rail to ensure that transit users utilize the parking locations best suited to their needs and budgets.
- Because the proposed light rail stations will serve as mobility hubs (see Pillar 3 below) that provide connections to various transit and mobility options, the City will highlight information about these options to reduce demand for park and ride locations over time.

4. Eliminate Parking Minimums and Facilitate Shared Parking Between Developers and Owners of Private Parking

- Required minimum parking ratios for new development encourage the construction of new parking even when existing parking may be available to serve that need. Parking minimums add unnecessary new parking supply downtown, reduce the amount of land available for new housing and office space, and increase the cost of development.
- This plan recommends eliminating minimum parking requirements for residential and commercial uses as part of the new Comprehensive Plan to be adopted by the City in 2025 to allow developers the flexibility to provide parking based on analysis of the market demand and costs of development.
- To assist developers who may want to minimize the amount of new parking in a project, the City will provide information to developers about nearby underutilized private parking and, if necessary, facilitate agreements with owners of existing private parking to serve new development.
- City involvement in negotiating shared parking agreements may assist developers in negotiating with lender and investors who may not be experienced underwriting development deals with off-site parking.
- To the extent that some form of parking minimums is maintained in the new Comprehensive Plan, the code should reduce the requirements for shared and offsite parking arrangements to meet the minimum ratios.

5. Improve Wayfinding and Navigation Systems

- Existing wayfinding downtown is limited and outdated. The lack of a modern wayfinding system is contributing to congestion and a perception of a lack of parking and mobility options.
- The City will develop and install a new wayfinding system that provides real time information on the availability of parking and the location of all mobility options, in addition to directions to downtown destinations and attractions.
- To ensure a new wayfinding system incorporates all current and future mobility options, the first phase of implementation will evaluate and recommend the scope and implementation timing of a new system. The evaluation phase will include a review of best-practice wayfinding signage and digital tools that handle both typical parking demand and peak demand such as special events. The build out of the new system will occur only after a proposed system is studied and fully designed.

~~WORKING~~FINAL DRAFT

- The phased implementation of new wayfinding will allow for alignment of the system around projected downtown growth and development, activation of private parking assets for public use, and the rollout of new transit and mobility options.

Pillar 3: Enhance Downtown Mobility Options

Purpose

Actively support and invest in existing and new options for people to adopt car-free behaviors to get to and around downtown and reduce barriers for people transitioning to car-free mobility.

Benefits for People (metrics)

Increase

- Options for reliable car-free movement to and around downtown.
- Amenities and services available for pedestrians, cycling, and other alternative transportation modes.
- Increase connectivity between transportation options.
- Use of curb space for enhancing access and mobility downtown.

Reduce

- Demand for car trips between downtown destinations.
- Obstacles to safe biking and walking downtown.
- Gaps in City-designated bike and pedestrian paths.

Actions

1. Invest in Alternative Transportation Initiatives

- The lack of reliable alternative transportation and mobility options undermines efforts to encourage people to reduce car use to and within downtown.
- The ongoing expansion of C-TRAN Vine service is critical to increasing transit ridership, particularly for people who are traveling to downtown. However, the lack of mobility options for moving within downtown limits the impact of public transit in reducing car use.
- The City will develop an investment strategy for deploying parking funds to establish or grow services that enhance the capacity of existing downtown parking supply by reducing the demand for parking.
- The City has identified the first investment opportunity under this approach: a circulator (shuttle) for short trips between key destinations and employers downtown to allow visitors, residents, and employees to move within the district without reliance a car. This service would allow people to use public transit to travel to downtown or park on the edge of downtown and have a reliable mobility option during their visit.
- By developing an alternative transportation investment strategy, the City will identify and evaluate a range of initiatives, in addition to the circulator, with the potential to support reliable

car-free mobility downtown for residents, visitors and employees. As described below, the strategy will focus on initiatives that have the potential to improve conditions for bicycles, pedestrians and alternatives for commuters and delivery vehicles.

Bicycles

- The City can help address logistics and security issues cyclists face when doing daily errands by investing in a coordinated network of bike racks, lockers, and corrals.
- The training, repair, supplies, and services of organizations such as Bike Clark County could be augmented to expand their reach, especially to new users.
- The strategy should revisit the feasibility of a bike share or rental program serving downtown and adjacent neighborhoods.
- These actions should complement existing requirements in City development regulations for bike facilities in new developments.

Pedestrians

- The infrastructure for pedestrians can be enhanced through improved signage that provides walking time and distance, information on downtown business offerings, and seating in more locations, including some covered benches for inclement weather.

Commuters and Delivery Services

- The strategy will consider ways to enhance support for commute trip reduction (CTR) programs offered by downtown employers to encourage people to use transit and other non-car modes.
- The City will initiate conversations with private companies offering freight delivery by bicycle to explore the applicability of this model for downtown Vancouver. These companies use satellite warehouses for large freight deliveries which are broken up for smaller “last mile” deliveries by e-bikes to reduce truck traffic and loading zone activity downtown.
- A critical consideration in identifying initiatives suitable for City investment will be the presence of partners capable of launching and managing such initiatives, building effective alliances and support among downtown business and community stakeholders, and developing sustainable funding models.

2. Use Downtown Curb Space to Promote Mobility

- The on-street curb space downtown is a valuable public asset that should be utilized to intentionally promote the goals of this Plan. The City will establish a framework for how to prioritize competing uses of the curb and begin a transition of some dedicated on-street parking to support the use of alternate mobility options.
- The framework will be developed in consultation with downtown and community stakeholders, as well as City transportation and planning officials. Repurposing of existing on-street parking will be targeted to underutilized blocks and high foot traffic areas.

~~WORKING-FINAL~~ DRAFT

- The framework will aim to meet desired access and mobility goals by incorporating and prioritizing a range of existing and new curb uses such as:



- Loading zones for local businesses and buildings;

- Access points for alternative mobility options (e.g., bike corrals, circulator stops, bike rental hubs);
- Temporary restaurant seating areas that attract new visitors and enhance the pedestrian environment;
- Benches where people (pedestrians, bicyclists and transit riders) can rest, repack purchases items or gear, and visit as they move around downtown; and
- Mobility lanes that increase safety for people on bikes, scooters, skateboards, and skates.

In order to maximize the use of limited curb space, the framework will encourage solutions that combine complementary uses, such as space for loading in morning hours and drop off or short-term parking in the afternoon and evenings.



- One priority of the framework will be to identify existing gaps in downtown bike routes (as designated in the City's Transportation System Plan) that could be addressed by repurposing parking spaces. The repurposing of existing parking would occur after evaluation of existing utilization of the parking spaces and the availability of alternative parking nearby.

3. Develop a Mobility Hub Network Plan

- Movement between alternative transportation options is hindered by a lack of coordination to facilitate transfers between different modes. Co-location of mobility options would increase use of non-car options to get to and around downtown.
- In collaboration with transportation and mobility partners, including C-TRAN, the City will develop a plan to establish a network of mobility hubs to enhance transit and alternative transportation connections throughout downtown.
- Mobility hubs can be as simple as co-location of two or more mode options or comprehensive transit-oriented development hubs.
- Existing public transit hubs (e.g., Turtle Place) will serve as the foundation for a mobility hub network. The City will seek to enhance existing hubs through improvements to bike parking and potential co-location of new mobility options such as stops for the proposed circulator, bike rental stations, and pedestrian amenities.
- New mobility hubs will be identified in the plan based on existing downtown traffic and pedestrian patterns and ~~the location of~~ potential satellite parking locations that may serve as transition points to other transportation modes.

**A RESOLUTION relating to City Council policies and procedures for “City Council Meetings;”
amending City Council Policy 100-32.**

Staff Report: 041-25

To: Mayor and City Council
From: City Manager
Date: February 24, 2025

Subject

Amendments to City Council Policy 100-32

Key Points

- City Council policies and procedures provide a valuable operational framework which, though non-legally binding, is generally followed absent more specific, policy-level direction from the City Council.
- The Vancouver City Council meets periodically to review its policies and make amendments as necessary.
- On January 13, 2025, City Council discussed changes to City Council Policy 100-32 as outlined more fully below.

Strategic Plan Alignment

High Performing Government – a government that is reliable, fiscally responsible, equitable, and open to compromise

Present Situation

The City Council’s operating policies and procedures were originally adopted in 1999. Periodic review and update to the policies are necessary to reflect changes in City policy as well as best practices in municipal governance and state law.

Vancouver City Council Policy 100-32 was last amended on July 15, 2024, by passage of Resolution M-4287.

The City Council discussed its policies on January 13, 2025, and expressed interest in making further refinements to Policy 100-32. Attached for City Council’s consideration are proposed modifications that, if adopted, would:

- Designate City Council meetings as limited public forums that allow the presiding officer to conduct the business of the City.
- Provide rules and guidelines for those wishing to testify.
- Establish authority of the presiding officer, City Manager or City Manager’s designee to enforce the rules.

Advantage(s)

Provides clarity on the rules of conduct and consequences of failure to comply with the rules.

Challenge(s)

None

Budget Impact

None

Prior Council Review

January 13, 2025 - Workshop

Action Requested

On Monday, February 24, 2025, adopt a resolution amending City Council Policy 100-32.

Staff Contact

Nena Cook, Deputy City Attorney, nena.cook@cityofvancouver.us

Attachments:

1. Memo - City Council Policies
2. Resolution
3. Policy 100-32 Track Changes
4. Policy 100-32 Clean



MEMORANDUM

DATE: February 24, 2025
TO: City Council
FROM: Nena Cook, Interim City Attorney
RE: Changes to City Council Policies
CC: Lon Pluckhahn

I. INTRODUCTION

The purpose of this memo is to update Council on the three City Council policies that are scheduled to come before Council on February 24, 2025.

II. CITY COUNCIL POLICY 100-34

A. Summary

The proposed changes to this policy were discussed in a workshop lead by Jonathan Young, former City Attorney on January 13, 2025. The changes establish the investigative standard and mechanism by which allegations of misconduct against certain city employees will be investigated. The changes also allow community members to submit complaints or performance feedback and provides clarity on the process to review those submissions.

B. Employees who are covered

This policy applies to allegations against the City Manager and those persons who report directly to the City Manager; the City Attorney and Assistant City Attorneys; Department Heads; and non-elected members of appointive city boards, city commissions and city committees. ("Covered Employee"). Allegations against all other City employees will be conducted consistent with the City's collective bargaining agreements and personnel policies. Allegations against members of the City Council will be resolved in accordance with the City Council Code of Conduct and Ethics, Policy 100-36.

C. Process

The City will maintain an online portal available for community members who wish to lodge a complaint or offer performance feedback on any Covered Employee. Community members can also offer written comments. The City will then evaluate the submission and promptly investigate all plausible allegations that, if true, would constitute a violation of law or City policy.

D. Resolution of the Complaint

Upon conclusion of the investigation or inquiry, the Covered Employee will be provided written notice of the findings and notice of any anticipated action that may be taken. The determination reached by the decision-making authority will be final and binding subject to any available judicial review. Any remedial action will be taken in accordance with law and documented in writing. The individual(s) who submitted the complaint, if known, and any other entities required by law will be notified that the matter has been resolved.

III. City Council Policy 100-32

A. Summary

The proposed changes to this policy were discussed in a workshop lead by Jonathan Young, former City Attorney on January 13, 2025. These changes designate City Council meetings as limited public forums that allow the presiding officer to conduct the business of the City. They provide rules for those wishing to testify and establish authority of the presiding officer, City Manager or City Manager's designee to enforce the rules.

B. Limited Public Forum

This policy recognizes that City Council meetings are limited public forums in which speech can be regulated by time, place and manner in order to conduct the business of the city efficiently.

C. Time, place and manner of permitted comments

The policy provides clear guidance to community members who wish to testify at City Council meetings. It also prohibits members of the public from disrupting, disturbing, delaying or impeding the orderly conduct of a meeting of Vancouver City Council or any of its boards, commissions or work groups.

D. Enforcement of rules

The presiding officer, City Manager or City Manager's designee will not tolerate any conduct that interferes with Council's ability to timely and efficiently conduct the business of the City. They are empowered to enforce the rules by issuing warnings that advise the speaker of the consequences of continuing to violate the rules. If the speaker disregards the first warning, their microphone will be turned off. If they continue with the disruption, they will be warned that failure to stop will result in a suspension of their privilege to speak at meetings for 90 days. If the speaker continues to disregard the warning, they will be issued a 90-day suspension. If the same speaker disrupts a second meeting within one year of their first notice of suspension, they will be issued a 180-day suspension of the right to provide verbal comment at meetings.

IV. City Council Policy 100-33

A. Summary

The proposed changes to this policy were discussed during Council Communication on February 3, 2025. These changes allow for the appointment of both a primary representative and alternate to boards and commissions where Councilmember participation is either required (Section 7.0) or where participation is by choice or invitation (Section 8.0). The changes also authorize the Mayor, or Mayor *Pro Tem* in the Mayor's absence, to name a substitute Councilmember to attend meetings of any board or commission if both the primary representative and alternate are unexpectedly unable to attend. Finally, they specify that there is no limit to the number of terms any Councilmember may serve as either the primary representative or alternate

B. Process for the appointment of primary representative and alternate and selection of a substitute

The Mayor will confer with each Councilmember to determine who wishes to serve as the Council's primary representative or as an alternate on the boards and commissions where Councilmember participation is required (Section 7.0) or where participation is by choice or invitation (Section 8.0). Those appointments will be discussed and voted on at a public meeting. The proposed changes also provide a mechanism for the Mayor, or Mayor *Pro Tem* in the Mayor's absence to appoint a substitute Councilmember to attend a meeting if the primary representative and alternate are both unexpectedly unable to attend.

C. No term limits

The proposed changes provide that there are no limits to the number or terms Councilmembers may serve as either the primary representative or alternate.

2/24/2025

RESOLUTION NO. M-

A RESOLUTION relating to City Council policies and procedures for “City Council Meetings;” amending City Council Policy 100-32.

WHEREAS, Council policies and procedures provide a valuable operational framework and are reviewed periodically by the City Council for updates and revisions; and

WHEREAS, the Vancouver City Council met on January 13, 2025, reviewed Council Policy 100-32, and identified areas for revision and improvement.

NOW, THEREFORE

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. That as recommended in SR____ and materials attached thereto, the attached revisions to City Council Policy and Procedure entitled “City Council Meetings,” No. 100-32, last modified July 15, 2024, by Resolution M-4287, are hereby adopted.

Section 2. Effective Date. This Resolution together with its prescribed changes to City Council Policy 100-32 shall become effective immediately.

RESOLUTION – 1

[This space intentionally left blank.]

ADOPTED at regular session of the Council of the City of Vancouver, this 24th day of February, 2025.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, Interim City Attorney

RESOLUTION - 2



POLICY AND PROCEDURE

CITY OF VANCOUVER WASHINGTON	INDEX			
	Administrative/Council/City Manager			
Subject	Number	Rev.	Effective Date	Page 1 of
City Council Meetings	100-32	<u>LM</u>	<u>8/1/2024</u> 2/24 <u>/25</u>	<u>1412</u>
	Supersedes <u>1/9/2023</u> <u>8/1/2024</u>	Prepared by: [City Manager]	Approved by: [Mayor]	

1.0 Purpose

The purpose of this policy is to establish formal procedures for the conduct of City Council meetings.

2.0 Organizations Affected

City Council/City Manager

3.0 References

City Council Resolution M-3239, August 9, 1999
City Council Resolution M-3258, November 22, 1999
City Council Resolution M-3350, July 23, 2001
City Council Resolution M-3412, December 12, 2002
City Council Resolution M-3607, April 16, 2007
City Council Resolution M-3737, March 21, 2011
City Council Resolution M-3844, December 15, 2014
City Council Resolution M-3912, November 14, 2016
City Council Resolution M-3980, September 24, 2018
City Council Resolution M-4157, December 13, 2021
City Council Resolution M-4172, June 6, 2022
City Council Resolution M-4201, December 19, 2022
City Council Resolution M-4204, January 9, 2023
City Council Resolution M-4287, July 15, 2024
City Council Resolution M- , February —24, 2025

4.0 Presiding Officer

The Presiding Officer at all meetings of the Council is the Mayor, and in the absence of the Mayor, the Mayor Pro Tempore will act in that capacity. If both the Mayor and Mayor Pro Tempore are absent, the most senior member in attendance shall act in that capacity. Seniority amongst members of the Council shall be established according to the date members first join the Council. In the event two or more members of the Council are elected from the same election, seniority among such members shall be established according to number of votes received (such that the highest available seniority is conferred to the Councilmember-elect who received the greatest number of votes).

4.1. Choosing Mayor Pro Tempore

The Mayor Pro Tempore shall be chosen according to *Section 2.04 of the Vancouver City Charter* and Ranked Choice Voting. All members of the City Council, including those nominated for Mayor Pro Tempore, shall vote unless they abstain for a qualifying reason. See Section 10.16.3. The City Council Assistant shall prepare and circulate a ballot containing the names of all nominees. Council members will then be given an opportunity to fill out and return their ballot to the City Council Assistant who will tally the votes as follows:

- If a nominee receives 50 percent or more of first-choice votes, that nominee wins.
- If no nominee exceeds 50 percent of first-choice votes, the nominee(s) in last place is/are eliminated. All the votes for the eliminated nominee(s) are then reallocated to whichever nominee those voters ranked second.
- The elimination process is repeated until one nominee receives over 50 percent of the vote.

In the event that the first round of ranked choice voting results in a tie between two or more nominees, the Presiding Officer may call for further discussion from the City Council and repeat the process above, as needed, until a Mayor Pro Tem has been selected. Copies of all counted ballots will be affixed to the meeting minutes.

4.2. Obligations of Presiding Officer

The Presiding Officer shall:

- (1) Preserve order and decorum in the Council chambers in accordance with Section 10.14;
- (2) Observe and enforce all rules adopted by the Council;
- (3) Decide all questions on procedure and order, in accordance with these rules, subject to appeal by a Councilmember;
- (4) Recognize Councilmembers in the order in which they request the floor, giving every Councilmember who wishes an opportunity to speak. The Presiding Officer, as a Councilmember, shall have only those rights, and shall be governed in all matters and issues by the same rules and restrictions as other Councilmembers.

- (5) From time to time, appoint Councilmembers to serve on ad hoc committees.

5.0 General Information

5.1 Meetings Schedule

City Council meetings are held on the first, second, third, and fourth Mondays of a month (“Regular Meetings”) in the City Council Chambers, 415 West 6th Street, Vancouver, Washington. Special Meetings may be scheduled on the fifth Monday of a month on an as-needed basis for in-depth policy discussions, and other dates upon proper notice. (RCW 42.30.080).

The Vancouver City Charter requires that Council meet “regularly” but not less often than twice each month. All Regular meetings will begin at 6:30 p.m., unless otherwise advertised, and will adjourn no later than 11 p.m. To continue past this time, a majority of the Council must concur.

In the event a City-recognized holiday occurs on Monday, the Council shall not meet. The City Manager’s Office will develop the next year’s annual Council meeting schedule by December 1 each year. The meeting calendar will be presented for Council approval at the first meeting in December.

The adopted annual schedule will be distributed to Council, the media, and all City departments, and will be placed on the City’s website before January 1 of each year. City Council may, at any time, add, cancel or change a meeting date and/or time by a majority vote of the Council and proper notification to the press. Special meetings not included in the adopted annual meeting schedule may be called in accordance with Section 9.0.

5.2 Quorum

At all meetings of the Council, a majority of the Council constitutes a quorum for the transaction of business, but a lesser number may adjourn from day to day or until the time of the next regular meeting and may compel the attendance of absent members in such manner and under such penalties as the City Council shall prescribe. (*Section 2.10 of Vancouver City Charter*)

5.3 Councilmember Absences from Meetings

Councilmembers shall inform the Mayor or City Manager, as well as Council Assistant, if they are unable to attend any Council meeting, or if they will be late to any meeting. A majority vote is required following the initial meeting roll call to excuse any Councilmember absence as outlined per Section 10.1.

5.4. Council Seating

The Presiding Officer and six elected Councilmembers sit on a dais facing the public with the Presiding Officer seated in the middle. The Councilmembers are seated based on seniority, with the most senior Councilmember seated on the Presiding Officer's left side and continuing in decreasing seniority away from the Presiding Officer. Maintaining order, exceptions may be made to balance seating on the dais. The order is continued at the far opposite side of the dais and progressing toward the Presiding Officer's right side, resulting in the least senior Councilmember seated on the Presiding Officer's right side.

5.5 Council Meeting Staffing

The City Manager shall attend all meetings of the Council. In the event of the City Manager's absence, the Deputy City Manager shall attend. At the discretion of the City Manager, the Deputy City Manager, department heads, and other staff members shall attend. The City Manager may make recommendations to the Council and shall have the right to take part in the discussions of the Council but shall have no vote.

5.6 Recording Proceedings

The City Clerk or delegate shall maintain action minutes of all Regular, Special Meetings and Workshops of the Council in accordance with statutory requirements and Section 2.11 of the Vancouver City Charter. Such minutes shall be open to public inspection and will also be posted on the City's website. City Council meeting minutes can be corrected if in error but shall not be revised without a majority affirmative vote of the Council at a regularly scheduled Council meeting.

5.7 Broadcasting

Regular meetings, including workshops, are cablecast live and replayed on CVTV-23 and CVTV-323, and streamed live at www.cvtv.org, to the extent consistent with this policy and whenever reasonable use of technology allows.

5.8 Media Representation at Council Meetings

All public meetings of the City Council and its advisory committees shall be open to the media, freely subject to recording by radio, television, electronic, and photographic services at any time, provided that such arrangements do not interfere with the orderly conduct of the meeting.

6.0 Order of Business

Regular meetings shall follow a general order of business to ensure consistency and enhance public expectations as to the general format of the agenda.

Modifications to the order of business and meeting format as provided for in Sections 6.1 may occur in the event of scheduling necessities or by Council action.

6.1. Regular Meetings

The order of the agenda for Regular Council meetings will be as follows:

- Pledge of Allegiance
- Call to Order and Roll
- Approval of Minutes
- Proclamations and Special Presentations
- Community Member Communication
- Consent Agenda
- Public Hearings
- New Business
- Unfinished Business
- Communications
 - From the Council
 - From the Mayor
 - From the City Manager
- Adjournment

6.1.1. Regular Meetings with a Community Communication Forum

The agenda for Regular Meetings with a Community Communication Forum will follow the same order as Regular Meetings except:

- CVTV Coverage will end following Communications from the City Manager, following which there will be no Final Action¹ by the Council; and
- Communications from the Community (the Monthly Community Forum) will be the last agenda item preceding adjournment.

7.0 Workshops

At the discretion of Council, Council workshops are held Mondays from 4 to 6 p.m. Occasionally, the Mayor and City Manager may extend workshops beyond this timeframe as needed. Workshop times will be published on the final agenda, and Councilmembers will be given as much advance notice as possible if a workshop is scheduled to fall outside this normal timeframe.

¹ Once the Presiding Officer has ordered that CVTV end the television broadcast of a regular City Council meeting, no additional Final Action shall be taken. "Final Action" as used in this policy means a collective positive or negative decision, or an actual vote by a majority of the members of a governing body when sitting as a body or entity, upon a motion, proposal, resolution, order, or ordinance. (See also, RCW 42.30.020.)

During these meetings, items needing in-depth discussion are introduced and reviewed. No formal action is taken at workshops. Formal action is defined as a collective positive or negative decision following an actual vote by a majority of the Council upon a resolution, order or ordinance.

Council will, on a regular basis, be provided with an on-going preview of upcoming workshops.

8.0 Executive Sessions

An Executive Session is a council meeting or portion of a council meeting that is closed except to the Council, City Manager and authorized staff members and/or consultants authorized by the City Manager. The public is restricted from attendance. Executive Sessions may be held during Regular meetings, Workshops or Special council meetings and will be announced by the Mayor. Before convening an Executive Session, the Mayor shall announce the purpose of the meeting and the anticipated time when the session will be concluded. Should the session require more time, a public announcement shall be made that the meeting is being extended and the duration of the extension. Executive Sessions shall be held in accordance with the provisions of the Washington State Open Public Meetings Act. Council Regular Meetings, and Workshops are “regular meetings” as that term is defined by RCW 42.30.075 and used in RCW 42.30.110(1).

9.0 Special Meetings

The city clerk shall call special public meetings of the City Council upon the approval of the Mayor or a majority of the Councilmembers. Any request shall state the subjects to be considered at such special meeting and no other subject shall there be acted upon. (Section 2.10 of the Vancouver City Charter)

Notice of every special meeting shall be given in writing personally, by fax or email to every Councilmember, to the City Manager, to the City Attorney, and to all local news media representatives who have on file with the city clerk a request for such notices. The notice shall be posted on the City’s website, prominently displayed at the main entrance to City Hall and the meeting site if the meeting is not being held at City Hall. The notice must be delivered or posted at least 24 hours before the meeting. The notice shall state the place and time of the meeting and the business to be conducted. The Council shall not make final disposition of any matter not included in the notice.

Councilmembers are active in their community and attend many meetings and events. The people of Washington have declared that all meetings of a public agency shall be open and public. When a quorum of the council is present at a meeting where action is taken, the meeting is subject to the Open Public Meetings Act. A “meeting” of the Council occurs “when a majority of its members gathers with the collective intent of transacting the governing body’s business.”² “Action” is broadly defined as the transaction of the official business of an agency including “deliberations, discussions, considerations, reviews, [and]

² Citizens All. for Prop. Rights Legal Fund v. San Juan County, 184 Wn.2d 428, 444, 359 P.3d 753, 761 (2015).

evaluations” and receipt of testimony.³ If Councilmembers plan to attend an event or meeting with the intent of transacting City business, they should notify the City Manager’s Office so that it can be determined if a quorum of the Council will be present. If a quorum will be present the City Manager’s Office will provide a notice of a special meeting of the Council. In order to prepare and give notice of the meeting, Councilmembers need to notify the City Manager’s Office at least one week before the meeting.

If a quorum of Council is present at an event or meeting without notice having been provided, Councilmembers shall “self-police” by either having members leave to avoid a quorum or by not sitting together and not discussing City business. In the absence of an agreement otherwise, the Councilmember(s) whose arrival triggered the quorum shall leave the event or meeting.

10.0 Council Meeting Protocol

10.1 Call to Order and Roll Call

The Presiding Officer shall call the meeting to order and request the Council Assistant call roll of Councilmember attendance. Lack of response by a Councilmember at the time of roll call will indicate the absence of that Councilmember. A majority vote is required to excuse any Councilmember absence. Councilmembers should provide advance notice of absences whenever possible, as provided for in Section 5.3.

10.2 Changes to Agenda Item Order

The Presiding Officer may, with the concurrence of the Councilmembers, take agenda items out of order or change the order of the agenda.

10.3 Approval of Minutes

Meeting minutes shall be approved by a majority vote of the Council. Councilmembers who were absent from the meeting may either vote on approval of those minutes or may choose to abstain from voting.

10.4 Formal Proclamations and Special Presentations

A proclamation is an official announcement or recognition as defined and signed by the Mayor. The issuance of a proclamation at a Council meeting shall be at the discretion of the Mayor.

Proclamations will be briefly summarized by the Mayor and presented to the recipient(s). The recipient(s) will be allowed to make brief comments.

³ RCW 42.30.020

Special presentations include, but are not limited to, retirements, commendations and recognition by the Mayor and City Council. [Audience applause may be permitted following proclamations and presentations at the discretion of the Presiding Officer.](#)

10.5 Community Member Communications on Agenda Items

Members of the public are invited to speak for a total of approximately three minutes each about any item on that evening's Council Agenda that is not already scheduled for public hearing or which otherwise allows for public testimony. Such public comment is taken at the beginning of the meeting under Community Member Communication and is subject to the provisions of Section 10.14. A total of ninety (90) minutes of public testimony (or less depending on the number of speakers) will be taken on the Agenda, unless the opportunity for public testimony is extended by majority vote of the Council.

Item numbers to be considered under Community Member Communications shall be indicated on the agenda. Testimony taken under Community Member Communications shall follow protocol set forth in Section 10.14.

10.6 Consent Agenda

Items appearing on the Consent Agenda are routine items voted on by a single motion. Typical items include payment of bills, awarding contracts, adoption of resolutions that do not require a public hearing, and first reading of ordinances. Any Councilmember may remove any item from the Consent Agenda for discussion and separate action. Councilmembers should indicate which items they wish to pull from the Consent Agenda prior to the Council's vote on the full Consent Agenda.

10.7 Ordinances for First Reading

First readings of ordinances shall follow the provisions provided for in the City of Vancouver Charter, Section 2.13. Upon passage at first reading, City Council sets a date for second reading and public hearing. The Presiding Officer shall read the title of any ordinance passed on first reading into the record.

10.8 Public Hearings

Public hearing items are those specific items being considered by Council on which community members are invited to present their views. Certain item types may be required by law to be scheduled as a public hearing. The Presiding Officer will state the public hearing procedures before each public hearing. Except as otherwise required by law, or otherwise announced by the Presiding Officer, a total of ninety (90) minutes of public testimony (or less depending on the number of speakers) will be taken on the Public Hearings. Provided, that the opportunity for public testimony on Public Hearings may be extended by majority vote of the Council.

All public hearings are advertised in The Columbian at least three days in advance, or as required by law, and information is posted on the City's website. In an emergency, most public hearings can be called within 24 hours with proper media notification, unless longer notice is required by law.

Public testimony on public hearing items is subject to the provisions of Section 10.14.

10.9 Ordinances for Second Reading and Public Hearing

Community members are invited to present their views on proposed ordinances before a final vote by Council. All public hearings on proposed ordinances are advertised in accordance with Section 10.8.

The Presiding Officer shall read into the record the title of any ordinance appearing for second reading at the time of its consideration on the agenda. Second readings of ordinances shall follow the provisions provided for in the City of Vancouver Charter, Sections 2.14 and 2.15.

10.10 Council and City Manager Communications

City Councilmembers, Mayor and the City Manager make special announcements or provide updates on current issues or items of Council interest.

Councilmembers, the Mayor and the City Manager may also present new proposals and seek feedback on such at this time.

10.11 Community Member Forum

A Community Member Forum will generally be conducted at the last Regular Meeting of each month. Each forum will be conducted as either a "Regular Meeting with a Community Communication Forum" (Section 6.1.1 and Section 10.11.1) or as a "Quarterly Community Forum" (Section 10.11.2).

10.11.1 Regular Meeting with a Community Forum

Each Regular Meeting with a Community Forum will be audio recorded by the Council Assistant and conducted in a manner such that it is fully compliant with Washington's Open Public Meetings Act (RCW 42.30), but in general, will not be televised. At each monthly community forum, members of the public are invited to speak for a total of approximately three minutes each on any lawful topic related to City business. Such public comment is subject to the restrictions, limitations, and provisions of Section 10.14. Advance registration is required for remote testimony as specified in Section 10.14. A total of sixty (60) minutes of public testimony (or

less depending on the number of speakers) will be taken at the monthly community forum, unless the opportunity for public testimony is extended by majority vote of the Council. Community member forum events shall also be subject to the provisions of Section 5.1 requiring adjournment by 11 p.m. unless extended by majority vote of the City Council.

10.11.2 Quarterly Community Forum

A Quarterly Community Member Forum will be held four times per year, approximately coinciding with the last Regular meeting in each quarter of the year and at additional meetings as noticed and announced. The format of these Community Member Forums, and at additional meetings as noticed and announced, may vary from quarter to quarter and will be conducted in accordance with Ground Rules announced in advance of the meeting notice and/or by the Presiding Officer at the beginning of the meeting.

10.12 New Business

Matters that do not appear on the agenda may be raised as new business.

10.13 Unfinished Business

Council discusses ongoing issues or items continued from earlier meetings.

10.14 Public Testimony and Conduct

10.14.1 Designation as Limited Public Forum.

Although the City Council desires to allow the opportunity for public comment, the business of the City must proceed in an orderly, timely manner. Council meetings are considered a 'limited public forum' which means the time, place and manner of speech can be regulated.

10.14.2 Registration and Submission of Written Materials.

Speakers who wish to testify before the City Council are required to complete a "Testimony Registration Form" which requests the speaker's name, address, agency or group represented, the item the speaker wishes to testify on, and their position on the subject. Distinct cards will be used to identify whether community members wish to offer testimony on items that appear on the agenda or, if applicable, as a part of a community forum. -Advance registration is required.

Those who wish to testify in-person, must submit a written Testimony Registration Card to the City Council Assistant by the beginning of the meeting or at such later time as the Presiding Officer may permit.

Community members who wish to submit written testimony, or testify through the City's remote meeting platform, must register online by 12:00 p.m. on the day of the meeting. Copies of written testimony shall be distributed to the City Council in advance of the meeting. Council prefers lengthy written testimony to be submitted at least a week prior, so Council has a chance to fairly consider the comments.

~~Those who wish to testify in-person, must submit a written Testimony Registration Card to the City Council Assistant by the beginning of the meeting or at such later time as the Presiding Officer may permit.~~

10.14.3 Time, place, and manner of permitted comments.

Community members may present verbal comments when recognized by the Presiding officer and invited to speak. Comments shall only be made from one of the podium microphones, or via online testimony. No comments shall be made from any other location, and anyone making "out of order" comments or noises shall be subject to removal from the meeting pursuant to Section 10.14.5.

~~At the appropriate time~~ When recognized, speakers are requested will be invited by the Presiding Officer to step up to the place designated for testimony, give their name and place of residence for the record, and limit remarks to approximately three minutes. ~~-(Council prefers lengthy written testimony to be submitted at least a week prior, so Council has a chance to fairly consider the comments.)~~ All remarks will be addressed to the Council as a whole. Public comments are opportunities for speakers to briefly address the entire Council, and those speaking are to address members of Council and not the audience.

10.14.4 Prohibited Conduct.

Members of the audience are prohibited from disrupting, disturbing, delaying or impeding the orderly conduct of a meeting of the Vancouver City Council or any of its boards, commissions or work groups. Therefore, eEach person who addresses the Council, or its boards, commissions, or work groups, shall do so in an orderly manner, upon recognition by the Presiding Officer, and refrain from disorderly words or conduct.

The term "disorderly words or conduct" as used in this City Council Policy means that those addressing the City Council shall not, by words or action, engage in unlawful conduct or make any threatening, harassing, slanderous, profane, or

prohibited political⁴ remarks to any member of the Council, staff or the general public. Any person who violates this policy while addressing the Council, or disrupts or otherwise impedes the orderly conduct of any Council meeting, may be requested to leave the meeting and may have their right to provide verbal comment suspended pursuant to Section 10.14.5.

10.14.5 Enforcement and Suspension of Verbal Comment Rights.

~~In addition, members of the audience are prohibited from disrupting, disturbing, delaying or impeding the orderly conduct of a meeting of the Vancouver City Council.~~

The Presiding Officer, ~~or~~ City Manager, or City Manager's designee has the authority to enforce the Rules of the City Council and preserve order at all meetings of the Council, its boards, commissions, committees, or work groups, and to cause the removal of any person from any meeting for disorderly words or conduct as described herein, or for otherwise disrupting, disturbing, delaying or impeding the orderly conduct of a Council meeting. The Presiding Officer and City Manager may command assistance of any peace officer of the City to enforce all lawful orders to restore order at any meeting.

Conduct in any form that interferes with Council's ability to timely conduct the business of the City will not be allowed. If a situation arises where a speaker exceeds the three minutes (unless permitted to continue by the Presiding Officer), is speaking on matters other than City business, or is otherwise disruptive in a manner that interferes with the ability of the Council to conduct the business of the City, the City Clerk, with permission of the Mayor, will turn off the microphone, and the Mayor will ask the speaker to please stop talking and step away from the podium. In the case of remote meetings, the speaker will be muted.

If the speaker continues after the first request, the Mayor will ask the speaker once again to stop talking, and will warn the speaker that failure to stop will result in a suspension of their privilege to speak at public comment for 90 days. If the speaker continues, the Mayor will gavel in a five-minute recess and the speaker who caused the disruption shall be issued a written notice of 90-day suspension of the right to provide verbal comment at any Open Public Meeting of the Vancouver City Council its boards, committees, commissions, or work groups. In the event the same speaker disrupts a second public meeting of the City of Vancouver within 1-year of their first notice of suspension, they shall be issued a 180-day suspension of the right to provide verbal comment.

Upon return from recess, public comment will start again with a caution from the Mayor that if any other speaker refuses to stop talking after being asked to do so

⁴ Pursuant to RCW 42.17A.555, the City is prohibited from allowing testimony in support or opposition to any ballot proposition except as expressly allowed by law. The City is also prohibited from allowing testimony in support of any person's campaign for an elective office.

after the three minutes or is otherwise disruptive, the remainder of the public comment for the night will be terminated.

10.15 Council Discussion

All Council discussion shall be governed by Robert's Rules of Order, Newly Revised. The City Attorney is the Parliamentarian. Every Councilmember shall be provided with a copy of Robert's Rules of Order, Newly Revised when first joining the Council.

10.16 Voting

10.16.1 Roll Call Votes

The Council Assistant will take a roll call vote, if requested by the Presiding Officer, a Councilmember, or as required by law. The roll call vote shall be by seniority with the least senior member voting first.

10.16.2 Tie Vote

The passage of a Motion, Resolution or Ordinance is lost by a tie vote, provided that the question may be brought forward again at the request of any member at the same meeting or at the next meeting when any members who were absent or disqualified at the time of the tie vote are present.

10.16.3 Votes on Questions

Each member present shall vote on all questions put to the City Council except on matters on which he or she has been disqualified for a conflict of interest or under the Appearance of Fairness Doctrine. Such a member shall disqualify himself or herself prior to any discussion of the matter. If abstaining, the Councilmember must state the reasons for abstaining, identifying one or more of the following: (1) an excused absence from the prior council meeting and/or (2) a conflict of interest and/or (3) an Appearance of Fairness issue. See Policy 100-39. A Councilmember, who abstains but fails to identify the absence, conflict of interest and/or Appearance of Fairness issue, will be considered to have voted for the majority's position in respect to questions before the council and have their vote so recorded. When disqualification of a member or members results, or would result, in the inability of the Council to act on a matter on which it is required by law to take action, any member who is absent or who is disqualified under the Appearance of Fairness Doctrine may subsequently participate, provided such member first shall have reviewed all materials and listened to all tapes of the proceedings in which the member did not participate.

10.17 Adjournment

There being no further business, the Presiding Officer adjourns the meeting.

11.0 Agenda Preparation

11.1 General Information

The City Manager's office will prepare an agenda for each Council meeting specifying the time and place of the meeting and set forth a brief general description of each item to be considered by the Council. The agenda is subject to approval by the Mayor and the City Manager.

11.2 Placing Item on the Agenda

An item may be placed on a Council meeting agenda by any of the following methods:

- (1) By any two (2) or more Councilmembers,
- (2) By the City Manager, or
- (3) By the Mayor.

11.3 Adding an Item to a Published Agenda

An item may be added to a Regular meeting agenda, per Section 11.2, after the agenda is closed and the notice published if an amended agenda is published, provided to the Mayor and City Councilmembers and posted on the City's website prior to the subject meeting date.

An item may be added to a Regular meeting agenda on the subject Council meeting date as a walk-on item if the Councilmember or City Manager requesting the addition of the item explains the necessity and receives a majority vote of the Council to amend the agenda at the public meeting.

11.4 Agenda Finalization Schedule

Agenda materials will be available at City Hall and on the City's website for City staff, the media and public by Wednesday prior to the meeting. Agenda materials will be available for Councilmembers by Tuesday prior to the meeting.



POLICY AND PROCEDURE

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	Administrative/Council/City Manager			
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City Council Meetings	100-32	M	2/24/25	
	Supersedes 8/1/2024	Prepared by: [City Manager]	Approved by: [Mayor]	

1.0 Purpose

The purpose of this policy is to establish formal procedures for the conduct of City Council meetings.

2.0 Organizations Affected

City Council/City Manager

3.0 References

City Council Resolution M-3239, August 9, 1999
City Council Resolution M-3258, November 22, 1999
City Council Resolution M-3350, July 23, 2001
City Council Resolution M-3412, December 12, 2002
City Council Resolution M-3607, April 16, 2007
City Council Resolution M-3737, March 21, 2011
City Council Resolution M-3844, December 15, 2014
City Council Resolution M-3912, November 14, 2016
City Council Resolution M-3980, September 24, 2018
City Council Resolution M-4157, December 13, 2021
City Council Resolution M-4172, June 6, 2022
City Council Resolution M-4201, December 19, 2022
City Council Resolution M-4204, January 9, 2023
City Council Resolution M-4287, July 15, 2024
City Council Resolution M-____, February 24, 2025

4.0 Presiding Officer

The Presiding Officer at all meetings of the Council is the Mayor, and in the absence of the Mayor, the Mayor Pro Tempore will act in that capacity. If both the Mayor and Mayor Pro Tempore are absent, the most senior member in attendance shall act in that capacity. Seniority amongst members of the Council shall be established according to the date members first join the Council. In the event two or more members of the Council are elected from the same election, seniority among such members shall be established according to number of votes received (such that the highest available seniority is conferred to the Councilmember-elect who received the greatest number of votes).

4.1. Choosing Mayor Pro Tempore

The Mayor Pro Tempore shall be chosen according to *Section 2.04 of the Vancouver City Charter* and Ranked Choice Voting. All members of the City Council, including those nominated for Mayor Pro Tempore, shall vote unless they abstain for a qualifying reason. See Section 10.16.3. The City Council Assistant shall prepare and circulate a ballot containing the names of all nominees. Council members will then be given an opportunity to fill out and return their ballot to the City Council Assistant who will tally the votes as follows:

- If a nominee receives 50 percent or more of first-choice votes, that nominee wins.
- If no nominee exceeds 50 percent of first-choice votes, the nominee(s) in last place is/are eliminated. All the votes for the eliminated nominee(s) are then reallocated to whichever nominee those voters ranked second.
- The elimination process is repeated until one nominee receives over 50 percent of the vote.

In the event that the first round of ranked choice voting results in a tie between two or more nominees, the Presiding Officer may call for further discussion from the City Council and repeat the process above, as needed, until a Mayor Pro Tem has been selected. Copies of all counted ballots will be affixed to the meeting minutes.

4.2. Obligations of Presiding Officer

The Presiding Officer shall:

- (1) Preserve order and decorum in the Council chambers in accordance with Section 10.14;
- (2) Observe and enforce all rules adopted by the Council;
- (3) Decide all questions on procedure and order, in accordance with these rules, subject to appeal by a Councilmember;
- (4) Recognize Councilmembers in the order in which they request the floor, giving every Councilmember who wishes an opportunity to speak. The Presiding Officer, as a Councilmember, shall have only those rights, and shall be governed in all matters and issues by the same rules and restrictions as other Councilmembers.

(5) From time to time, appoint Councilmembers to serve on ad hoc committees.

5.0 General Information

5.1 Meetings Schedule

City Council meetings are held on the first, second, third, and fourth Mondays of a month (“Regular Meetings”) in the City Council Chambers, 415 West 6th Street, Vancouver, Washington. Special Meetings may be scheduled on the fifth Monday of a month on an as-needed basis for in-depth policy discussions, and other dates upon proper notice. (RCW 42.30.080).

The Vancouver City Charter requires that Council meet “regularly” but not less often than twice each month. All Regular meetings will begin at 6:30 p.m., unless otherwise advertised, and will adjourn no later than 11 p.m. To continue past this time, a majority of the Council must concur.

In the event a City-recognized holiday occurs on Monday, the Council shall not meet. The City Manager’s Office will develop the next year’s annual Council meeting schedule by December 1 each year. The meeting calendar will be presented for Council approval at the first meeting in December.

The adopted annual schedule will be distributed to Council, the media, and all City departments, and will be placed on the City’s website before January 1 of each year. City Council may, at any time, add, cancel or change a meeting date and/or time by a majority vote of the Council and proper notification to the press. Special meetings not included in the adopted annual meeting schedule may be called in accordance with Section 9.0.

5.2 Quorum

At all meetings of the Council, a majority of the Council constitutes a quorum for the transaction of business, but a lesser number may adjourn from day to day or until the time of the next regular meeting and may compel the attendance of absent members in such manner and under such penalties as the City Council shall prescribe. (*Section 2.10 of Vancouver City Charter*)

5.3 Councilmember Absences from Meetings

Councilmembers shall inform the Mayor or City Manager, as well as Council Assistant, if they are unable to attend any Council meeting, or if they will be late to any meeting. A majority vote is required following the initial meeting roll call to excuse any Councilmember absence as outlined per Section 10.1.

5.4. Council Seating

The Presiding Officer and six elected Councilmembers sit on a dais facing the public with the Presiding Officer seated in the middle. The Councilmembers are seated based on seniority, with the most senior Councilmember seated on the Presiding Officer's left side and continuing in decreasing seniority away from the Presiding Officer. Maintaining order, exceptions may be made to balance seating on the dais. The order is continued at the far opposite side of the dais and progressing toward the Presiding Officer's right side, resulting in the least senior Councilmember seated on the Presiding Officer's right side.

5.5 Council Meeting Staffing

The City Manager shall attend all meetings of the Council. In the event of the City Manager's absence, the Deputy City Manager shall attend. At the discretion of the City Manager, the Deputy City Manager, department heads, and other staff members shall attend. The City Manager may make recommendations to the Council and shall have the right to take part in the discussions of the Council but shall have no vote.

5.6 Recording Proceedings

The City Clerk or delegate shall maintain action minutes of all Regular, Special Meetings and Workshops of the Council in accordance with statutory requirements and Section 2.11 of the Vancouver City Charter. Such minutes shall be open to public inspection and will also be posted on the City's website. City Council meeting minutes can be corrected if in error but shall not be revised without a majority affirmative vote of the Council at a regularly scheduled Council meeting.

5.7 Broadcasting

Regular meetings, including workshops, are cablecast live and replayed on CVTV-23 and CVTV-323, and streamed live at www.cvtv.org, to the extent consistent with this policy and whenever reasonable use of technology allows.

5.8 Media Representation at Council Meetings

All public meetings of the City Council and its advisory committees shall be open to the media, freely subject to recording by radio, television, electronic, and photographic services at any time, provided that such arrangements do not interfere with the orderly conduct of the meeting.

6.0 Order of Business

Regular meetings shall follow a general order of business to ensure consistency and enhance public expectations as to the general format of the agenda.

Modifications to the order of business and meeting format as provided for in Sections 6.1 may occur in the event of scheduling necessities or by Council action.

6.1. Regular Meetings

The order of the agenda for Regular Council meetings will be as follows:

- Pledge of Allegiance
- Call to Order and Roll
- Approval of Minutes
- Proclamations and Special Presentations
- Community Member Communication
- Consent Agenda
- Public Hearings
- New Business
- Unfinished Business
- Communications
 - From the Council
 - From the Mayor
 - From the City Manager
- Adjournment

6.1.1. Regular Meetings with a Community Communication Forum

The agenda for Regular Meetings with a Community Communication Forum will follow the same order as Regular Meetings except:

- CVTV Coverage will end following Communications from the City Manager, following which there will be no Final Action¹ by the Council; and
- Communications from the Community (the Monthly Community Forum) will be the last agenda item preceding adjournment.

7.0 Workshops

At the discretion of Council, Council workshops are held Mondays from 4 to 6 p.m. Occasionally, the Mayor and City Manager may extend workshops beyond this timeframe as needed. Workshop times will be published on the final agenda, and Councilmembers will be given as much advance notice as possible if a workshop is scheduled to fall outside this normal timeframe.

During these meetings, items needing in-depth discussion are introduced and reviewed. No formal action is taken at workshops. Formal action is defined as a collective positive or negative decision following an actual vote by a majority of the Council upon a resolution, order or ordinance.

¹ Once the Presiding Officer has ordered that CVTV end the television broadcast of a regular City Council meeting, no additional Final Action shall be taken. "Final Action" as used in this policy means a collective positive or negative decision, or an actual vote by a majority of the members of a governing body when sitting as a body or entity, upon a motion, proposal, resolution, order, or ordinance. (See also, RCW 42.30.020.)

Council will, on a regular basis, be provided with an on-going preview of upcoming workshops.

8.0 Executive Sessions

An Executive Session is a council meeting or portion of a council meeting that is closed except to the Council, City Manager and authorized staff members and/or consultants authorized by the City Manager. The public is restricted from attendance. Executive Sessions may be held during Regular meetings, Workshops or Special council meetings and will be announced by the Mayor. Before convening an Executive Session, the Mayor shall announce the purpose of the meeting and the anticipated time when the session will be concluded. Should the session require more time, a public announcement shall be made that the meeting is being extended and the duration of the extension. Executive Sessions shall be held in accordance with the provisions of the Washington State Open Public Meetings Act. Council Regular Meetings, and Workshops are “regular meetings” as that term is defined by RCW 42.30.075 and used in RCW 42.30.110(1).

9.0 Special Meetings

The city clerk shall call special public meetings of the City Council upon the approval of the Mayor or a majority of the Councilmembers. Any request shall state the subjects to be considered at such special meeting and no other subject shall there be acted upon. (Section 2.10 of the Vancouver City Charter)

Notice of every special meeting shall be given in writing personally, by fax or email to every Councilmember, to the City Manager, to the City Attorney, and to all local news media representatives who have on file with the city clerk a request for such notices. The notice shall be posted on the City’s website, prominently displayed at the main entrance to City Hall and the meeting site if the meeting is not being held at City Hall. The notice must be delivered or posted at least 24 hours before the meeting. The notice shall state the place and time of the meeting and the business to be conducted. The Council shall not make final disposition of any matter not included in the notice.

Councilmembers are active in their community and attend many meetings and events. The people of Washington have declared that all meetings of a public agency shall be open and public. When a quorum of the council is present at a meeting where action is taken, the meeting is subject to the Open Public Meetings Act. A “meeting” of the Council occurs “when a majority of its members gathers with the collective intent of transacting the governing body's business.”² “Action” is broadly defined as the transaction of the official business of an agency including “deliberations, discussions, considerations, reviews, [and] evaluations” and receipt of testimony.³ If Councilmembers plan to attend an event or meeting with the intent of transacting City business, they should notify the City Manager’s Office so that it can be determined if a quorum of the Council will be present. If a quorum will be present the City Manager’s Office will provide a notice of a special meeting of the

² Citizens All. for Prop. Rights Legal Fund v. San Juan County, 184 Wn.2d 428, 444, 359 P.3d 753, 761 (2015).

³ RCW 42.30.020

Council. In order to prepare and give notice of the meeting, Councilmembers need to notify the City Manager's Office at least one week before the meeting.

If a quorum of Council is present at an event or meeting without notice having been provided, Councilmembers shall "self-police" by either having members leave to avoid a quorum or by not sitting together and not discussing City business. In the absence of an agreement otherwise, the Councilmember(s) whose arrival triggered the quorum shall leave the event or meeting.

10.0 Council Meeting Protocol

10.1 Call to Order and Roll Call

The Presiding Officer shall call the meeting to order and request the Council Assistant call roll of Councilmember attendance. Lack of response by a Councilmember at the time of roll call will indicate the absence of that Councilmember. A majority vote is required to excuse any Councilmember absence. Councilmembers should provide advance notice of absences whenever possible, as provided for in Section 5.3.

10.2 Changes to Agenda Item Order

The Presiding Officer may, with the concurrence of the Councilmembers, take agenda items out of order or change the order of the agenda.

10.3 Approval of Minutes

Meeting minutes shall be approved by a majority vote of the Council. Councilmembers who were absent from the meeting may either vote on approval of those minutes or may choose to abstain from voting.

10.4 Formal Proclamations and Special Presentations

A proclamation is an official announcement or recognition as defined and signed by the Mayor. The issuance of a proclamation at a Council meeting shall be at the discretion of the Mayor.

Proclamations will be briefly summarized by the Mayor and presented to the recipient(s). The recipient(s) will be allowed to make brief comments.

Special presentations include, but are not limited to, retirements, commendations and recognition by the Mayor and City Council. Audience applause may be permitted following proclamations and presentations at the discretion of the Presiding Officer.

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Members of the public are invited to speak for a total of approximately three minutes each about any item on that evening's Council Agenda that is not already scheduled for public

hearing or which otherwise allows for public testimony. Such public comment is taken at the beginning of the meeting under Community Member Communication and is subject to the provisions of Section 10.14. A total of ninety (90) minutes of public testimony (or less depending on the number of speakers) will be taken on the Agenda, unless the opportunity for public testimony is extended by majority vote of the Council.

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Although the City Council desires to allow the opportunity for public comment, the business of the City must proceed in an orderly, timely manner. Council meetings are considered a 'limited public forum' which means the time, place and manner of speech can be regulated.

10.14.2 Registration and Submission of Written Materials.

Speakers who wish to testify before the City Council are required to complete a "Testimony Registration Form" which requests the speaker's name, address, agency or group represented, the item the speaker wishes to testify on, and their position on the subject. Distinct cards will be used to identify whether community members wish to offer testimony on items that appear on the agenda or, if applicable, as a part of a community forum. Advance registration is required.

Those who wish to testify in-person, must submit a written Testimony Registration Card to the City Council Assistant by the beginning of the meeting or at such later time as the Presiding Officer may permit.

Community members who wish to submit written testimony, or testify through the City's remote meeting platform, must register online by 12:00 p.m. on the day of the meeting. Copies of written testimony shall be distributed to the City Council in advance of the meeting. Council prefers lengthy written testimony to be submitted at least a week prior, so Council has a chance to fairly consider the comments.

10.14.3 Time, place, and manner of permitted comments.

Community members may present verbal comments when recognized by the Presiding officer and invited to speak. Comments shall only be made from one of the podium microphones, or via online testimony. No comments shall be made from any other location, and anyone making "out of order" comments or noises shall be subject to removal from the meeting pursuant to Section 10.14.5.

When recognized, speakers will be invited by the Presiding Officer to step up to the place designated for testimony, give their name and place of residence for the record, and limit remarks to approximately three minutes. All remarks will be addressed to the Council as a whole. Public comments are opportunities for speakers to briefly address the entire Council, and those speaking are to address members of Council and not the audience.

10.14.4 Prohibited Conduct.

Members of the audience are prohibited from disrupting, disturbing, delaying or impeding the orderly conduct of a meeting of the Vancouver City Council or any of its boards, commissions or work groups. Therefore, each person who addresses the Council, or its boards, commissions, or work groups, shall do so in an orderly manner, upon recognition by the Presiding Officer, and refrain from disorderly words or conduct.

The term "disorderly words or conduct" as used in this City Council Policy means that those addressing the City Council shall not, by words or action, engage in unlawful conduct or make any threatening, harassing, slanderous, profane, or prohibited political⁴ remarks to any member of the Council, staff or the general public. Any person who violates this policy while addressing the Council, or disrupts or otherwise impedes the orderly conduct of any Council meeting, may be requested to leave the meeting and may have their right to provide verbal comment suspended pursuant to Section 10.14.5.

10.14.5 Enforcement and Suspension of Verbal Comment Rights.

The Presiding Officer, City Manager, or City Manager's designee has the authority to enforce the Rules of the City Council and preserve order at all meetings of the Council, its boards, commissions, committees, or work groups, and to cause the removal of any person from any meeting for disorderly words or conduct as described herein, or for otherwise disrupting, disturbing, delaying or impeding the orderly conduct of a Council meeting. The Presiding Officer and City Manager may command assistance of any peace officer of the City to enforce all lawful orders to restore order at any meeting.

⁴ Pursuant to RCW 42.17A.555, the City is prohibited from allowing testimony in support or opposition to any ballot proposition except as expressly allowed by law. The City is also prohibited from allowing testimony in support of any person's campaign for an elective office.

Conduct in any form that interferes with Council's ability to timely conduct the business of the City will not be allowed. If a situation arises where a speaker exceeds the three minutes (unless permitted to continue by the Presiding Officer), is speaking on matters other than City business, or is otherwise disruptive in a manner that interferes with the ability of the Council to conduct the business of the City, the City Clerk, with permission of the Mayor, will turn off the microphone, and the Mayor will ask the speaker to please stop talking and step away from the podium. In the case of remote meetings, the speaker will be muted.

If the speaker continues after the first request, the Mayor will ask the speaker once again to stop talking, and will warn the speaker that failure to stop will result in a suspension of their privilege to speak at public comment for 90 days. If the speaker continues, the Mayor will gavel in a five-minute recess and the speaker who caused the disruption shall be issued a written notice of 90-day suspension of the right to provide verbal comment at any Open Public Meeting of the Vancouver City Council its boards, committees, commissions, or work groups. In the event the same speaker disrupts a second public meeting of the City of Vancouver within 1-year of their first notice of suspension, they shall be issued a 180-day suspension of the right to provide verbal comment.

Upon return from recess, public comment will start again with a caution from the Mayor that if any other speaker refuses to stop talking after being asked to do so after the three minutes or is otherwise disruptive, the remainder of the public comment for the night will be terminated.

10.15 Council Discussion

All Council discussion shall be governed by Robert's Rules of Order, Newly Revised. The City Attorney is the Parliamentarian. Every Councilmember shall be provided with a copy of Robert's Rules of Order, Newly Revised when first joining the Council.

10.16 Voting

10.16.1 Roll Call Votes

The Council Assistant will take a roll call vote, if requested by the Presiding Officer, a Councilmember, or as required by law. The roll call vote shall be by seniority with the least senior member voting first.

10.16.2 Tie Vote

The passage of a Motion, Resolution or Ordinance is lost by a tie vote, provided that the question may be brought forward again at the request of any member at the same meeting or at the next meeting when any members who were absent or disqualified at the time of the tie vote are present.

10.16.3 Votes on Questions

Each member present shall vote on all questions put to the City Council except on matters on which he or she has been disqualified for a conflict of interest or under the Appearance of Fairness Doctrine. Such a member shall disqualify himself or herself prior to any discussion of the matter. If abstaining, the Councilmember must state the reasons for abstaining, identifying one or more of the following: (1) an excused absence from the prior council meeting and/or (2) a conflict of interest and/or (3) an Appearance of Fairness issue. See Policy 100-39. A Councilmember, who abstains but fails to identify the absence, conflict of interest and/or Appearance of Fairness issue, will be considered to have voted for the majority's position in respect to questions before the council and have their vote so recorded. When disqualification of a member or members results, or would result, in the inability of the Council to act on a matter on which it is required by law to take action, any member who is absent or who is disqualified under the Appearance of Fairness Doctrine may subsequently participate, provided such member first shall have reviewed all materials and listened to all tapes of the proceedings in which the member did not participate.

10.17 Adjournment

There being no further business, the Presiding Officer adjourns the meeting.

11.0 Agenda Preparation

11.1 General Information

The City Manager's office will prepare an agenda for each Council meeting specifying the time and place of the meeting and set forth a brief general description of each item to be considered by the Council. The agenda is subject to approval by the Mayor and the City Manager.

11.2 Placing Item on the Agenda

An item may be placed on a Council meeting agenda by any of the following methods:

- (1) By any two (2) or more Councilmembers,
- (2) By the City Manager, or
- (3) By the Mayor.

11.3 Adding an Item to a Published Agenda

An item may be added to a Regular meeting agenda, per Section 11.2, after the agenda is closed and the notice published if an amended agenda is published, provided to the Mayor and City Councilmembers and posted on the City's website prior to the subject meeting date.

An item may be added to a Regular meeting agenda on the subject Council meeting date as a walk-on item if the Councilmember or City Manager requesting the addition of the item explains the necessity and receives a majority vote of the Council to amend the agenda at the public meeting.

11.4 Agenda Finalization Schedule

Agenda materials will be available at City Hall and on the City's website for City staff, the media and public by Wednesday prior to the meeting. Agenda materials will be available for Councilmembers by Tuesday prior to the meeting.

A RESOLUTION relating to City Council policies amending City Council policies and procedures for “Councilmember Appointment to Boards and Commissions,” amending City Council Policy 100-33.

Staff Report: 042-25

To: Mayor and City Council
From: City Manager
Date: February 24, 2025

Subject

Amendment to City Council Policy 100-33

Key Points

- City Council policies and procedures provide a valuable operational framework which, though non-legally binding, is generally followed absent more specific, policy-level direction from the City Council.
- The Vancouver City Council meets periodically to review its policies and make amendments as necessary.
- On February 3, 2025, City Council discussed changes to City Council Policy 100-33 as outlined more fully below.

Strategic Plan Alignment

High Performing Government – a government that is reliable, fiscally responsible, equitable, and open to compromise

Present Situation

The City Council's operating policies and procedures were originally adopted in 1999. Periodic review and updates to the policies are necessary in order to reflect changes in City policy and practices, as well as changes in state law.

Vancouver City Policy 100-33 was last amended on September 24, 2018, by passage of Resolution M-3980. At the time, the process for making appointments to boards and commissions did not include a process to appoint an alternate in the event the primary representative could not attend a meeting, nor did it establish a process for the Mayor to appoint a substitute Councilmember to attend a meeting if the primary representative and alternate were both unexpectedly unavailable. Since 2018, demands on Councilmembers' time have only increased, creating situations where scheduling conflicts could prevent a councilmember from attending a meeting. The City Council discussed this policy on February 3, 2025, and expressed an interest in making refinements and additions to Policy 100-33. Attached for City Council's consideration are proposed modifications that, if adopted, would:

- Allow for the appointment of both a primary representative and alternate to boards and commissions where Councilmember participation is either required (Section 7.0) or where participation is by choice or invitation (Section 8.0).
- Authorize the Mayor, or Mayor Pro Tem in the Mayor's absence, to name a substitute Councilmember to attend meetings of any board or commission if both the primary representative and alternate were unexpectedly unable to attend.

- Specify that there is no limit to the number of terms any Councilmember may serve as either the primary representative or alternate.

Advantage(s)

Provides for the appointment of both a primary representative and an alternate to boards and commissions where Council participation is either required (Section 7.0) or where participation is by choice or invitation (Section 8.0). Creates a process for the Mayor or Mayor Pro Tem in the Mayor's absence to name a substitute Councilmember to attend a meeting when both the primary and alternate Councilmembers are unavailable. This allows for greater opportunity for a representative from City Council to attend all board and commission meetings.

Challenge(s)

None

Budget Impact

None

Prior Council Review

February 3, 2025 - Council Communication

Action Requested

On Monday, February 24, 2025, adopt a resolution amending City Council Policy 100-33.

Staff Contact

Nena Cook, Deputy City Attorney, nena.cook@cityofvancouver.us

Attachments:

1. Resolution
2. Policy 100-33 Track Changes (NC final)
3. Policy 100-33 Clean (NC final)

RESOLUTION NO. M-_____

A RESOLUTION relating to City Council policies amending City Council policies and procedures for “Councilmember Appointment to Boards and Commissions,” amending City Council Policy 100-33.

WHEREAS, Council policies and procedures provide a valuable operational framework and are reviewed periodically by the City Council for updates and revisions; and

WHEREAS the Vancouver City Council met on February 3, 2025, reviewed Council Policy 100-33, and identified areas for revision and improvement.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. That as recommended in SR ____ and materials attached thereto, the attached revision to City Council Policy and Procedure entitled “Council Appointment to Boards and Commissions,” No. 100-33, last modified September 24, 2018, by Resolution M-3980, are hereby adopted.

Section 2. Effective Date. This Resolution together with its prescribed changes to City Council Policy 100-33 shall become effective immediately.

ADOPTED at regular session of the Council of the City of Vancouver, this 24th day of
February, 2025.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, Interim City Attorney



POLICY AND PROCEDURE

CITY OF VANCOUVER WASHINGTON	INDEX Administrative/Council/City Manager			
Subject Councilmember Appointment to Boards and Commissions	Number 100-33	Rev. D	Effective Date 9/24/18 2/24/25	Page 1 of 3
	Supersedes 12/15/14 9/24/18	Prepared by: 	Approved by:	

1.0 Purpose

The purpose of this policy is to establish formal procedures for making appointments of City Councilmembers as primary representatives, alternates, and substitutes to boards and commissions.

2.0 Organizations Affected

City Council/City Manager

3.0 References

City Council Resolution M-3255, November 22, 1999 City Council Resolution M-3299, July 3, 2000
City Council Resolution M-3607, April 16, 2007 City Council Resolution, M-3730, January 3, 2011
City Council Resolution, M-3844, December 15, 2014 City Council Resolution, M-3980, September 24, 2018
City Council Resolution, M- , February 24, 2025

4.0 Process for Making Appointments

At the beginning of the biennium following an election, the Mayor shall confer with each

Councilmember in order to solicit information from Councilmembers as to those boards and commissions on which they wish to serve as the primary representative or as an alternate where either Councilmember participation is required (Section 7.0) or where participation is by choice or invitation (Section 8.0). Following these meetings, Council shall meet in a setting open to the public to discuss and approve final appointment assignments. At such public meeting, the Mayor shall lead a discussion of potential appointments to each position. For appointments where there is only one Councilmember expressing interest as the primary representative or alternate, the Council will vote on the appointments as a slate. For positions where there are two or more Councilmembers expressing interest, the Council shall vote on appointments individually. A majority vote of the Council is required to approve all appointments. If the primary representative and the alternate are both unavailable to attend a meeting, they will notify the Mayor as soon as possible. In that event, the Mayor, or the Mayor Pro Tem in the Mayor's absence, is authorized to name a substitute Councilmember to attend that meeting.

5.0. Appointment Limits

The Council values continuity on boards and commission, providing experience to the boards and commissions, and providing learning opportunities for the growth of new Councilmembers. There shall be no limit to the number of terms any Councilmember may serve as the primary representative or alternate on any board or commission.

6.0 Councilmembers Representing an Official City Position

Individual Councilmembers serving as the primary representative, alternate, or substitute on appointed boards and commissions represent the Council as a whole. Once the City Council has taken a position on an issue, either through a majority vote or consensus, all official City correspondence regarding that issue will reflect the Council's adopted position.

The Mayor is authorized to send letters stating the City's official position to appropriate officials. Councilmembers shall receive copies of all such letters. If a member of the City Council appears before another governmental agency or organization either as an appointed member of that agency or as a guest to give a statement regarding an issue affecting the City on which the City Council has taken a position, the Councilmember shall indicate the majority position of the Council. Personal opinions, minority positions and comments contrary to the majority position may be expressed only if the Councilmember clarifies that such statements do not reflect the official position of the City Council.

Councilmembers have a responsibility to bring significant policy decisions back to the whole Council for discussion and decision whenever possible.

7.0 Boards and Commissions: Council Participation Required

Council participation in the following boards and commissions is required:

- Bi-State Coordination Committee (Interlocal Agreement)
- C-TRAN (RCW 36.57A.050; Bylaws Section 3.1)
- Child Abuse Intervention Executive Board (Children's Justice Center)(Bylaws, Section 2(b))
- Lodging Tax Advisory Committee (RCW 67.28.1817)
- Metro Policy Advisory Committee ((MPAC) Bylaws, Article III, Section 1(b)(e))
- Southwest Clean Air Agency (RCW 70.94.100)
- Southwest Washington Regional Transportation Council (RCW 47.80.020; 1992 Interlocal Agreement)
- Clark County Elder Justice Center Executive Board (2012 Interlocal Agreement, Section IV(A)(2))
- Councilmember Appointment to Boards & Commissions 2Clark Regional Wastewater District Oversight Committee (2010 Coordination of Services Agreement, Article 12)

8.0 Boards and Commissions: Council Participates by Choice or invitation

Council has decided Councilmembers will participate on the following, although not required:

- Joint Policy Advisory Committee on Transportation ((JPACT) Bylaws, IV(f))
- Clark County Community Action Advisory Board (Bylaws require 3 local elected officials)
- Columbia River Economic Development Council (Bylaws)
- Council for the Homeless (Intergovernmental Cooperation Agreement between City, County and the Housing Authority, approved December 18, 1989)
- Regional Disaster Preparedness Organization (RDPO) Policy Committee (interlocal agreement)
- Safe Communities Task Force (voluntary membership).

9.0 Boards and Commissions: Mayor/Mayor pro Tempore Participation Required

The following boards and commissions require participation by the Mayor or the Mayor and Mayor Pro Tempore:

- Police Pension Board - (RCW 41.20.010) Mayor Pro Tempore participation required. The Mayor may appoint a designate representative who is an elected official.
- Fireman's Pension Board (RCW 41.16.020) The Mayor may appoint a designated representative who is an elected official.
- City Audit Committee
- Strategic Plan Oversight Committee – Mayor Pro Tempore participates as committee chairperson

100-33 Councilmember Appointment to Boards & Commissions



POLICY AND PROCEDURE

CITY OF VANCOUVER WASHINGTON	INDEX Administrative/Council/City Manager			
Subject	Number 100-33	Rev. D	Effective Date 2/24/25	Page 1 of 3
Councilmember Appointment to Boards and Commissions	Supersedes 9/24/18		Prepared by:	Approved by:

1.0 Purpose

The purpose of this policy is to establish formal procedures for making appointments of City Councilmembers as primary representatives, alternates, and substitutes to boards and commissions.

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City Council/City Manager

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City Council Resolution M-3607, April 16, 2007 City Council Resolution, M-3730, January 3, 2011

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City Council Resolution, M-____, February 24, 2025

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- Lodging Tax Advisory Committee (RCW 67.28.1817)
- Metro Policy Advisory Committee ((MPAC) Bylaws, Article III, Section 1(b)(e))
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- Southwest Washington Regional Transportation Council (RCW 47.80.020; 1992 Interlocal Agreement)
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Council has decided Councilmembers will participate on the following, although not required:

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The following boards and commissions require participation by the Mayor or the Mayor and Mayor Pro Tempore:

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- Fireman's Pension Board (RCW 41.16.020) The Mayor may appoint a designated representative who is an elected official.
- City Audit Committee
- Strategic Plan Oversight Committee – Mayor Pro Tempore participates as committee chairperson

A RESOLUTION relating to City Council policies and procedures for “City Council Relations with City Staff;” amending City Council Policy 100-34.

Staff Report: 043-25

To: Mayor and City Council
From: City Manager
Date: February 24, 2025

Subject

Amendments to City Council Policy 100-34

Key Points

- City Council policies and procedures provide a valuable operational framework which, though non-legally binding, is generally followed absent more specific, policy-level direction from the City Council.
- The Vancouver City Council meets periodically to review its policies and make amendments as necessary.
- On January 13, 2025, City Council discussed changes to City Council Policy 100-34 as outlined more fully below.

Strategic Plan Alignment

High Performing Government – a government that is reliable, fiscally responsible, equitable, and open to compromise

Present Situation

The City Council’s operating policies and procedures were originally adopted in 1999. Periodic review and update to the policies are necessary to reflect changes in City policy as well as best practices in municipal governance and state law.

Vancouver City Council Policy 100-34 was last amended on December 13, 2021, by passage of Resolution M-4157.

The City Council discussed its policies on January 13, 2025, and expressed interest in making further refinements to Policy 100-34. Attached for City Council’s consideration are proposed modifications that, if adopted, would:

- Establish the investigative standard and mechanism by which allegations of misconduct against certain city employees will be investigated
- Allows community members to submit complaints or performance feedback on certain city employees and provides clarity on the process to review those submissions.

Advantage(s)

Adds additional opportunities for community members to submit input about certain City employees and provides a standard by which that input will be processed and adjudicated.

Challenge(s)

None

Budget Impact

None

Prior Council Review

January 13, 2025 - Workshop

Action Requested

On Monday, February 24, 2025, adopt a resolution amending City Council Policy 100-34.

Staff Contact

Nena Cook, Deputy City Attorney, nena.cook@cityofvancouver.us

Attachments:

1. Resolution
2. Policy 100-34 - Track Changes
3. Policy 100-34 - Clean

2/24/2025

RESOLUTION NO. M-

A RESOLUTION relating to City Council policies and procedures for “City Council Relations with City Staff;” amending City Council Policy 100-34.

WHEREAS, Council policies and procedures provide a valuable operational framework and are reviewed periodically by the City Council for updates and revisions; and

WHEREAS, the Vancouver City Council met on January 13, 2025, reviewed Council Policy 100-34, and identified areas for revision and improvement.

NOW, THEREFORE

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. That as recommended in SR_____ and materials attached thereto, the attached revisions to City Council Policy and Procedure entitled “City Council Relations with City Staff,” No. 100-34, last modified December 13, 2021, by Resolution M-4157, are hereby adopted.

Section 2. Effective Date. This Resolution together with its prescribed changes to City Council Policy 100-32 shall become effective immediately.

RESOLUTION – 1

[This space intentionally left blank.]

ADOPTED at regular session of the Council of the City of Vancouver, this 24th day of February, 2025.

Anne McEnery-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Approved as to form:

Nena Cook, Interim City Attorney

RESOLUTION - 2



POLICY AND PROCEDURE

CITY OF VANCOUVER WASHINGTON	INDEX Administrative/Council/City Manager			
Subject	Number 100-34	Rev. CD	Effective Date 12/13/21 2/24/25	Page 1 of 35
City Council Relations with City Staff	Supersedes 1/4/11 12/13/21	Prepared by: [City Manager]	Approved by: [Mayor]	

1.0 Purpose

The purpose of this policy is to establish formal procedures for interaction between City Council and City staff.

2.0 Organizations Affected

City Council/City Manager

3.0 References

City Council Resolution M-3256, November 11, 1999
City Council Resolution, M-3730, January 3, 2011
City Council Resolution, M-4157, December 13, 2021
[City Council Resolution, M-____, February 24, 2025](#)

4.0 Respect

There will be mutual respect from both City staff and Councilmembers of their respective roles and responsibilities when, and if, expressing criticism in a public meeting. When feasible, questions should be asked of staff before the public meetings.

5.0 Roles

City staff will acknowledge the Council as policy makers, and the Councilmembers will acknowledge City staff as administering the Council's policies.

6.0 Requested Written Material

When written materials relating to policy issues are requested of staff by individual Councilmembers, staff will contact the other Councilmembers via e-mail to inquire if they would also like a copy of the materials.

7.0- Personnel Selection and Awarding of Contracts

Councilmembers shall not attempt to coerce or influence City staff in the selection of personnel, the awarding of contracts, the selection of consultants, the processing of development applications or the granting of City licenses or permits (Section 3.04 of the Vancouver City Charter)

8.0 City Department Non-Interference

Council should not attempt to change or interfere with the operating rules and practices of any City department.

9.0- Mail Delivery

Mail that is addressed to the Mayor and Councilmembers should be date stamped, copied and circulated, including the envelope, by the City Manager as soon as practical after it arrives. Email will be managed in accordance with the Council Email Policy 100-37.

10.0- Confidential Mail

The City Manager and their staff should not open mail addressed to individual Councilmembers if it is marked personal and/or confidential.

11.0- Individual Councilmember Directed Actions

No Councilmember should direct the city Manager to initiate any action or prepare any report that is significant in nature, or initiate any project or study without the consent of a majority of the Council.

12.0- Councilmember Requests for Information

Individual requests for information can be made directly to the ~~Service Manager~~ of the service in question, unless otherwise determined by the City Manager. If the request would create a change in work assignments or City staffing levels, the request must be made through the City Manager.

13.0 Councilmember Staff Support for Boards and Commissions

The City Manager will provide an acceptable level of staff support for Councilmembers in their appointed roles on boards and commissions.

14.0 Staff Assistance for Councilmembers

Councilmembers needing staff assistance should work through the assistant to the City Manager.

15.0 Allegations of Misconduct

The City will evaluate all allegations of misconduct and performance feedback against the Investigation Standard set forth within this policy; conduct investigations and inquiries as needed to resolve factual disputes; render findings; take employment actions; and document the decision-making process as outlined within this policy.

15.1 Applicability

This policy applies to allegations against the City Manager and those persons who report directly to the City Manager; the City Attorney and Assistant City Attorneys; Department Heads as that term is used in the City Charter and in ordinances which establish the various departments; and non-elected members of appointive city boards, city commissions and city committees. Allegations against all other City employees shall be conducted consistent with the City's collective bargaining agreements and personnel policies. Allegations against elective officers (members of the City Council) shall be resolved in accordance with the City Council Code of Conduct and Ethics, Policy 100-36.

15.2 Investigation Standard

The City of Vancouver will promptly investigate all plausible allegations that, if true, would constitute a violation of law or City policy by an individual to whom this policy applies.

15.3 Process

The City of Vancouver will use the following process to review complaints and performance feedback and evaluate whether the Investigative Standard has been met.

A. Online Portal: The City will maintain an online portal through which individuals may submit complaints or performance feedback concerning one or more of the public officials identified in Section 15.1. The City's online portal will, at a minimum, allow the party submitting the complaint or feedback to select from the following parties to whom their submission may be directed:

1. The City Manager;
2. The City Attorney;

3. The City Audit Committee (comprised of the Mayor, Mayor Pro Tempore, City Manager, City Attorney, Chief Financial Officer, and Internal Auditor); and/or
4. The City Council.

B. Submission in Writing. Complaints and performance feedback may be submitted electronically or in writing. The City will provide reasonable accommodations to individuals who need assistance to submit a written complaint or performance feedback. Written acknowledgement of receipt shall be provided for all complaints and performance feedback received by the City except in the event of an anonymous complaint. Anonymous complaints will be accepted and reviewed by the City, however, unless practicable, anonymous complaints will not be acknowledged in writing, nor will follow-up be conducted on any matters requiring clarification.

C. Internal Routing. Complaints or performance feedback received by the City that relate to one or more of the public officials identified in Section 15.1 will be promptly marked as “Confidential” and routed internally as necessary to accommodate review as follows:

1. The City Manager shall review, or cause to be reviewed, all complaints and performance feedback about individuals who report directly to the City Manager, the City Attorney, Department heads, and members of appointive city boards, commissions, and committees.
2. The City Attorney shall review all complaints and performance feedback submitted regarding the City Manager or Assistant City Attorneys.
3. The City Audit Committee shall review all complaints and performance feedback: (1) that relate to both the City Manager and City Attorney, or (2) involve misuse or misappropriation of City assets or resources; PROVIDED that any member(s) of the Audit Committee implicated in the complaint shall recuse themselves from conducting the review.
4. The Vancouver City Council shall be informed of any review conducted pursuant to subsections 15.3(C) above within 30 days of receipt of a submission. At a minimum, notice to the City Council shall include (a) the identity of submitting party (if known), (b) the identity of the subject(s) of the complaint or performance feedback, (c) a concise description of the nature of the allegations or performance feedback, and (d) the status of the review that has been undertaken to determine whether the submission meets the Investigative Standard set forth in Section 15.2.

D. Decision Making Authority. Any complaint that meets the Investigative Standard set forth above shall be referred to the following decision-making authority to establish the scope of investigation, inquiry, and any interim protective measures.

1. The City Council shall serve as decision-making authority for any allegations meeting the Investigative Standard asserted against the City Manager.

2. The City Manager, or their designee, shall serve as decision-making authority for any allegations meeting the Investigative Standard asserted against any other individual(s) to whom this policy applies.

E. Scope of Investigation, Inquiry and Interim Protective Measures. Upon receipt of a complaint that has been determined to meet the Investigative Standard, the decision-making authority shall determine (1) the appropriate scope of inquiry to decide whether the allegation is actually true, (2) the manner and method of conducting any investigation or inquiry into the truth of the allegation, and (3) any interim steps that should be taken to protect the City, its employees, assets, or interests while the investigation or inquiry is being conducted.

F. Notice, and Opportunity to be Heard. Once the appropriate scope and method of investigation or inquiry has been established by the decision-maker, and any interim protective measures have been implemented, the individual(s) about whom the allegations have been made shall be promptly given written notice and an opportunity to respond.

G. Investigation or Inquiry. After the subject has been notified and afforded an opportunity to respond, the decision-maker shall make, or cause to be made, such investigation or inquiry as may be necessary to resolve, on a more probable than not basis, any remaining factual questions material to the outcome of the matter under consideration.

H. Resolution of the Complaint. Upon conclusion of the investigation or inquiry, the subject shall be provided written notice of the decision-maker authority's findings, notice of any anticipated action that may be taken. The determination reached by the decision-making authority shall be final and binding subject to any available judicial review. Any remedial action shall be taken in accordance with law and documented in writing. The individual(s) who submitted the complaint, if known, and any other entities required by law will be notified that the matter has been resolved.



POLICY AND PROCEDURE

CITY OF VANCOUVER WASHINGTON	INDEX Administrative/Council/City Manager			
Subject	Number 100-34	Rev. D	Effective Date 2/24/25	Page 1 of 5
City Council Relations with City Staff	Supersedes 12/13/21	Prepared by: [City Manager]	Approved by: [Mayor]	

1.0 Purpose

The purpose of this policy is to establish formal procedures for interaction between City Council and City staff.

2.0 Organizations Affected

City Council/City Manager

3.0 References

City Council Resolution M-3256, November 11, 1999
City Council Resolution, M-3730, January 3, 2011
City Council Resolution, M-4157, December 13, 2021
City Council Resolution, M-____, February 24, 2025

4.0 Respect

There will be mutual respect from both City staff and Councilmembers of their respective roles and responsibilities when, and if, expressing criticism in a public meeting. When feasible, questions should be asked of staff before the public meetings.

5.0 Roles

City staff will acknowledge the Council as policy makers, and the Councilmembers will acknowledge City staff as administering the Council's policies.

6.0 Requested Written Material

When written materials relating to policy issues are requested of staff by individual Councilmembers, staff will contact the other Councilmembers via e-mail to inquire if they would also like a copy of the materials.

7.0 Personnel Selection and Awarding of Contracts

Councilmembers shall not attempt to coerce or influence City staff in the selection of personnel, the awarding of contracts, the selection of consultants, the processing of development applications or the granting of City licenses or permits (Section 3.04 of the Vancouver City Charter)

8.0 City Department Non-Interference

Council should not attempt to change or interfere with the operating rules and practices of any City department.

9.0 Mail Delivery

Mail that is addressed to the Mayor and Councilmembers should be date stamped, copied and circulated, including the envelope, by the City Manager as soon as practical after it arrives. Email will be managed in accordance with the Council Email Policy 100-37.

10.0 Confidential Mail

The City Manager and their staff should not open mail addressed to individual Councilmembers if it is marked personal and/or confidential.

11.0 Individual Councilmember Directed Actions

No Councilmember should direct the city Manager to initiate any action or prepare any report that is significant in nature, or initiate any project or study without the consent of a majority of the Council.

12.0 Councilmember Requests for Information

Individual requests for information can be made directly to the manager of the service in question, unless otherwise determined by the City Manager. If the request would create a change in work assignments or City staffing levels, the request must be made through the City Manager.

13.0 Councilmember Staff Support for Boards and Commissions

The City Manager will provide an acceptable level of staff support for Councilmembers in their appointed roles on boards and commissions.

14.0 Staff Assistance for Councilmembers

Councilmembers needing staff assistance should work through the assistant to the City Manager.

15.0 Allegations of Misconduct

The City will evaluate all allegations of misconduct and performance feedback against the Investigation Standard set forth within this policy; conduct investigations and inquiries as needed to resolve factual disputes; render findings; take employment actions; and document the decision-making process as outlined within this policy.

15.1 Applicability

This policy applies to allegations against the City Manager and those persons who report directly to the City Manager; the City Attorney and Assistant City Attorneys; Department Heads as that term is used in the City Charter and in ordinances which establish the various departments; and non-elected members of appointive city boards, city commissions and city committees. Allegations against all other City employees shall be conducted consistent with the City's collective bargaining agreements and personnel policies. Allegations against elective officers (members of the City Council) shall be resolved in accordance with the City Council Code of Conduct and Ethics, Policy 100-36.

15.2 Investigation Standard

The City of Vancouver will promptly investigate all plausible allegations that, if true, would constitute a violation of law or City policy by an individual to whom this policy applies.

15.3 Process

The City of Vancouver will use the following process to review complaints and performance feedback and evaluate whether the Investigative Standard has been met.

A. Online Portal: The City will maintain an online portal through which individuals may submit complaints or performance feedback concerning one or more of the public officials identified in Section 15.1. The City's online portal will, at a minimum, allow the party submitting the complaint or feedback to select from the following parties to whom their submission may be directed:

1. The City Manager;
2. The City Attorney;

3. The City Audit Committee (comprised of the Mayor, Mayor Pro Tempore, City Manager, City Attorney, Chief Financial Officer, and Internal Auditor); and/or
4. The City Council.

B. Submission in Writing. Complaints and performance feedback may be submitted electronically or in writing. The City will provide reasonable accommodations to individuals who need assistance to submit a written complaint or performance feedback. Written acknowledgement of receipt shall be provided for all complaints and performance feedback received by the City except in the event of an anonymous complaint. Anonymous complaints will be accepted and reviewed by the City, however, unless practicable, anonymous complaints will not be acknowledged in writing, nor will follow-up be conducted on any matters requiring clarification.

C. Internal Routing. Complaints or performance feedback received by the City that relate to one or more of the public officials identified in Section 15.1 will be promptly marked as “Confidential” and routed internally as necessary to accommodate review as follows:

1. The City Manager shall review, or cause to be reviewed, all complaints and performance feedback about individuals who report directly to the City Manager, the City Attorney, Department heads, and members of appointive city boards, commissions, and committees.
2. The City Attorney shall review all complaints and performance feedback submitted regarding the City Manager or Assistant City Attorneys.
3. The City Audit Committee shall review all complaints and performance feedback: (1) that relate to both the City Manager and City Attorney, or (2) involve misuse or misappropriation of City assets or resources; PROVIDED that any member(s) of the Audit Committee implicated in the complaint shall recuse themselves from conducting the review.
4. The Vancouver City Council shall be informed of any review conducted pursuant to subsections 15.3(C) above within 30 days of receipt of a submission. At a minimum, notice to the City Council shall include (a) the identity of submitting party (if known), (b) the identity of the subject(s) of the complaint or performance feedback, (c) a concise description of the nature of the allegations or performance feedback, and (d) the status of the review that has been undertaken to determine whether the submission meets the Investigative Standard set forth in Section 15.2.

D. Decision Making Authority. Any complaint that meets the Investigative Standard set forth above shall be referred to the following decision-making authority to establish the scope of investigation, inquiry, and any interim protective measures.

1. The City Council shall serve as decision-making authority for any allegations meeting the Investigative Standard asserted against the City Manager.
2. The City Manager, or their designee, shall serve as decision-making authority for any allegations meeting the Investigative Standard asserted against any other individual(s) to whom this policy applies.

E. Scope of Investigation, Inquiry and Interim Protective Measures. Upon receipt of a complaint that has been determined to meet the Investigative Standard, the decision-making authority shall determine (1) the appropriate scope of inquiry to decide whether the allegation is actually true, (2) the manner and method of conducting any investigation or inquiry into the truth of the allegation, and (3) any interim steps that should be taken to protect the City, its employees, assets, or interests while the investigation or inquiry is being conducted.

F. Notice, and Opportunity to be Heard. Once the appropriate scope and method of investigation or inquiry has been established by the decision-maker, and any interim protective measures have been implemented, the individual(s) about whom the allegations have been made shall be promptly given written notice and an opportunity to respond.

G. Investigation or Inquiry. After the subject has been notified and afforded an opportunity to respond, the decision-maker shall make, or cause to be made, such investigation or inquiry as may be necessary to resolve, on a more probable than not basis, any remaining factual questions material to the outcome of the matter under consideration.

H. Resolution of the Complaint. Upon conclusion of the investigation or inquiry, the subject shall be provided written notice of the decision-maker authority's findings, notice of any anticipated action that may be taken. The determination reached by the decision-making authority shall be final and binding subject to any available judicial review. Any remedial action shall be taken in accordance with law and documented in writing. The individual(s) who submitted the complaint, if known, and any other entities required by law will be notified that the matter has been resolved.

To: Mayor and City Council
From: City Manager
Date: February 24, 2025

Subject

Approval of Claim Vouchers

Action Requested

Approve claim vouchers for February 24, 2025.

Attachments:

1. February 24, 2025 Claim Vouchers

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:

\$ 16,267,553.12 this 24th day of February 2025.

MAYOR

Cyndi A. Turner

Digitally signed by Cyndi A. Turner
Date: 2025.02.18 12:37:41 -08'00'

AUDITING OFFICER

COUNCILMEMBER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
February 03, 2025 - February 16, 2025	Accounts Payable Checks (see attached)	\$ 11,871,762.30
February 03, 2025 - February 16, 2025	Hansen City Payments (see attached)	\$ 43,708.49
February 03, 2025 - February 16, 2025	Visa Refunds (see attached)	\$ 4,180.04
February 03, 2025 - February 16, 2025	Payroll Checks (see attached)	\$ 4,347,902.29
TOTAL		\$ 16,267,553.12

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Transaction Reference</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Memo</u>
Miscellaneous Payment	Check	23648	2/5/2025	130.00	Lucas Underwood	RES-365398 (jobsite: 4008 NW Lavina St.)
Miscellaneous Payment	Check	23649	2/5/2025	1,730.00	Oregon Association of Clean Water Agencies	Membership Dues 2025 for Wastewater Services
Miscellaneous Payment	Check	23650	2/5/2025	51.00	Raelyn Brock LLC	Refund Business License Fee
Miscellaneous Payment	Check	23651	2/5/2025	600.00	Ramirez, Alejandro	Claim Payment - DOI: 12/26/2024
Miscellaneous Payment	Check	23652	2/5/2025	54.00	Starbucks	Refund overpayment to INV#77069435
Miscellaneous Payment	Check	23653	2/5/2025	9,550.00	The Coalition for Clean Water	City of Vancouver Public Works - 2025 Membership
Ad Hoc Payment	Check	23654	2/5/2025	150.55	Avery Assets Llc	2412 LINCOLN AVE ,VANCOUVER,WA,98660
Ad Hoc Payment	Check	23655	2/5/2025	173.66	CJM Realty LLC	2323 GENERAL ANDERSON ,VANCOUVER,WA,98660
Ad Hoc Payment	Check	23656	2/5/2025	21.65	Clark,Michelle D	1814 NE 123RD AVE ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	23657	2/5/2025	116.97	Cruanas,Kayla	16710 NE 96TH ST ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	23658	2/5/2025	1,745.36	Evergreen School District No 114 at,Image Elementary	4400 NE 122ND AVE ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	23659	2/5/2025	69.05	First Place Neighborhood Association	1712 NE 148TH AVE ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	23660	2/5/2025	97.58	Jose Ponce Marquez or Norma Ponce	18216 SE 23RD ST ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	23661	2/5/2025	221.10	Kalachik, Yelena or Vitaliy	9315 NE 147TH AVE ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	23662	2/5/2025	57.89	Katie or John Yett	3206 NE 170TH PL ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	23663	2/5/2025	269.32	Kulba,Andrew B	15501 SE SUN PARK DR ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	23664	2/5/2025	26.59	Laufman,Kenneth	9004 NE 25TH CIR ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	23665	2/5/2025	61.76	Market District Commons	2323 GENERAL ANDERSON ,VANCOUVER,WA,98660
Ad Hoc Payment	Check	23666	2/5/2025	60.60	Melkonian,Bruce L	3521 NE 159TH AVE ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	23667	2/5/2025	112.54	Reynolds,Melanie or Daniel	8620 NE 149TH AVE ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	23668	2/5/2025	398.00	SFR Borrower 2022-A Llc	17003 NE 19TH ST ,VANCOUVER,WA,98684
Ad Hoc Payment	Check	23669	2/5/2025	35.19	Stone,Karina	1226 W 31ST ST ,VANCOUVER,WA,98660
Ad Hoc Payment	Check	23670	2/5/2025	80.00	Town,Jane	17605 SE 23RD ST ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	23671	2/5/2025	199.88	Trust of Jane Town	17605 SE 23RD ST ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	23672	2/5/2025	43.83	Turquoise,Donna	8412 NE 141ST AVE ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	23673	2/5/2025	106.80	Virgil,Larry Michael	4017 NE 59TH AVE ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	23674	2/5/2025	3,141.82	West,Brian	2806 NE DELANCEY CT ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	23675	2/5/2025	66.64	Zimmerman Revocable Living Trust	5612 NE 71ST ST ,VANCOUVER,WA,98661
Supplier Payment	Check	23676	2/5/2025	1,850.50	Accurate Corporate Services Inc	
Supplier Payment	Check	23677	2/5/2025	376.50	Action Technology Systems	
Supplier Payment	Check	23678	2/5/2025	98.92	Aero Maintenance Inc	
Supplier Payment	Check	23679	2/5/2025	6,480.00	Afghan Associates Inc	
Supplier Payment	Check	23680	2/5/2025	25.20	Airgas, Inc	
Supplier Payment	Check	23681	2/5/2025	34,699.65	Alta Planning & Design	
Supplier Payment	Check	23682	2/5/2025	136.00	American Sani-Can	
Supplier Payment	Check	23683	2/5/2025	8,049.70	Annas Consultants Inc	
Supplier Payment	Check	23684	2/5/2025	5,700.23	Arborscape Ltd Inc	
Supplier Payment	Check	23685	2/5/2025	7,716.87	Betancourt Torres & Associates LLC	
Supplier Payment	Check	23686	2/5/2025	16,972.98	Car Toys, Inc.	
Supplier Payment	Check	23687	2/5/2025	28,720.00	Cascade Inn	
Supplier Payment	Check	23688	2/5/2025	652.00	Chicago Title Company of WA	
Supplier Payment	Check	23689	2/5/2025	94.00	City of Vancouver - Remit-To: COV Main	

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Transaction Reference</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Memo</u>
Supplier Payment	Check	23690	2/5/2025	298,734.79	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	23691	2/5/2025	4,961.39	Clean Harbors Environmental Services Inc	
Supplier Payment	Check	23692	2/5/2025	40,426.51	Columbia Resource Company	
Supplier Payment	Check	23693	2/5/2025	118.59	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	23694	2/5/2025	20,118.49	Comcast Holdings Corporation - Remit-To: Comcast Holdings Corporation - Philadelphia	
Supplier Payment	Check	23695	2/5/2025	7,800.00	Concord Adult Care Home, LLC	
Supplier Payment	Check	23696	2/5/2025	17,265.62	Core and Main LP - Remit-To: Core and Main LP	
Supplier Payment	Check	23697	2/5/2025	23,922.80	Day Management Corp - Remit-To: Day Wireless - Milwaukee	
Supplier Payment	Check	23698	2/5/2025	276.10	Dex Media West	
Supplier Payment	Check	23699	2/5/2025	2,336.51	Echo Electric LLC	
Supplier Payment	Check	23700	2/5/2025	4,917.00	Erickson Structural Consulting Engineers	
Supplier Payment	Check	23701	2/5/2025	104.00	Esix Sportswear	
Supplier Payment	Check	23702	2/5/2025	517.81	First-Citizens Bank & Trust Company	
Supplier Payment	Check	23703	2/5/2025	37,564.79	Fourth Plain Forward	
Supplier Payment	Check	23704	2/5/2025	4,788.00	Friends of Trees	
Supplier Payment	Check	23705	2/5/2025	13,038.81	H&H Wood Recyclers	
Supplier Payment	Check	23706	2/5/2025	5,108.23	Hawks Ridge Assisted Living	
Supplier Payment	Check	23707	2/5/2025	10.00	HM Pacific Northwest, Inc - Remit-To: Cadman - Chicago	
Supplier Payment	Check	23708	2/5/2025	1,062.85	Industrial Scientific Corporation - Remit-To: Industrial Scientific Corp - Pittsburgh	
Supplier Payment	Check	23709	2/5/2025	1,395.59	J-2 Blueprint Supply Co.	
Supplier Payment	Check	23710	2/5/2025	1,000.00	John D Van Beek Music We Remember	
Supplier Payment	Check	23711	2/5/2025	3,132.72	Kittelson & Associates Inc	
Supplier Payment	Check	23712	2/5/2025	3,712.50	Kramer Gehlen & Associates	
Supplier Payment	Check	23713	2/5/2025	1,902.90	L.N. Curtis & Sons - Remit-To: Supplier L.N. Curtis & Sons	
Supplier Payment	Check	23714	2/5/2025	3,932.89	Lakeside Industries Inc - Remit-To: Lakeside - LB Seattle	
Supplier Payment	Check	23715	2/5/2025	239.85	Lakeyland Inc	
Supplier Payment	Check	23716	2/5/2025	190.23	Mark IV Enterprises Inc	
Supplier Payment	Check	23717	2/5/2025	400.00	Michael Miller	
Supplier Payment	Check	23718	2/5/2025	5,036.28	Mobes Business Forms	
Supplier Payment	Check	23719	2/5/2025	1,393.51	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago	
Supplier Payment	Check	23720	2/5/2025	528.15	Odyssey Contracting LLC	
Supplier Payment	Check	23721	2/5/2025	61,329.82	Parametrix, Inc	
Supplier Payment	Check	23722	2/5/2025	3,501.81	PPC Solutions Inc	
Supplier Payment	Check	23723	2/5/2025	9,469.40	Public Safety Testing Inc	
Supplier Payment	Check	23724	2/5/2025	13.47	Qwest Corporation - Remit-To: CenturyLink - Phoenix	
Supplier Payment	Check	23725	2/5/2025	7,880.00	Rapid Response Bio Clean Inc.	
Supplier Payment	Check	23726	2/5/2025	8,600.00	Samon Creek Koelsch Operations LLC	
Supplier Payment	Check	23727	2/5/2025	2,086.28	SeaWestern Inc	
Supplier Payment	Check	23728	2/5/2025	3,074.46	Software House International SHI - Remit-To: SHI - Dallas	

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INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Transaction Reference</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Memo</u>
Supplier Payment	Check	23729	2/5/2025	20,126.44	Southwest Clean Air Agency	
Supplier Payment	Check	23730	2/5/2025	5,519.21	Stateline LLC	
Supplier Payment	Check	23731	2/5/2025	466.47	State of Washington Department of Transportation - Remit-To: WADOT - PO Box 47305	
Supplier Payment	Check	23732	2/5/2025	13.94	Stericycle Inc - Remit-To: Shred-It	
Supplier Payment	Check	23733	2/5/2025	20.72	Stericycle Inc - Remit-To: Shred-It	
Supplier Payment	Check	23734	2/5/2025	20,407.34	Sunbelt Controls Inc - Remit-To: Sunbelt Controls - Pasadena	
Supplier Payment	Check	23735	2/5/2025	140.00	Superior, LLC	
Supplier Payment	Check	23736	2/5/2025	53,495.72	TCF Architecture, PLLC	
Supplier Payment	Check	23737	2/5/2025	4,603.89	Terex USA LLC	
Supplier Payment	Check	23738	2/5/2025	200.00	T-Mobile	
Supplier Payment	Check	23739	2/5/2025	1,481.38	Trilogy MedWaste West, LLC	
Supplier Payment	Check	23740	2/5/2025	2,631.36	Triple J Enterprises	
Supplier Payment	Check	23742	2/5/2025	4,135.00	US Bank - Remit-To: US Bank - St Paul	
Supplier Payment	Check	23743	2/5/2025	6,119.79	Vancouver School District #37	
Supplier Payment	Check	23744	2/5/2025	205.45	W.B. Sprague Co. Inc.	
Customer Refund	Check	23745	2/5/2025	145.00	GEOFFREY BYERS	Permit was cancelled in Mar 2024. Permit was invoiced & ACH was ran in error in Dec 2024.
Supplier Payment	Check	23749	2/10/2025	5,983.90	Aflac	
Supplier Payment	Check	23750	2/10/2025	6,383.50	AFSCME Local #307	
Supplier Payment	Check	23751	2/10/2025	334.00	California State Disbursement Unit	
Supplier Payment	Check	23752	2/10/2025	1,033.50	Chapter 13 - Trustee	
Supplier Payment	Check	23753	2/10/2025	491.00	Hawaii SDU	
Supplier Payment	Check	23754	2/10/2025	780.65	IAM Local #1374	
Supplier Payment	Check	23755	2/10/2025	8,943.76	Life Insurance Company of North America	
Supplier Payment	Check	23756	2/10/2025	1,175.00	MFS Service Center Inc	
Supplier Payment	Check	23757	2/10/2025	75.00	OPEIU Local #11	
Supplier Payment	Check	23758	2/10/2025	4,762.77	OPEIU Local #11	
Supplier Payment	Check	23759	2/10/2025	888.00	Teamsters Local #58	
Supplier Payment	Check	23760	2/10/2025	245.00	UA Local #290	
Supplier Payment	Check	23761	2/10/2025	3,345.60	Western Conference of Teamsters	
Supplier Payment	Check	23762	2/10/2025	1,603.56	Western Metal Industry Pension Plan	
Ad Hoc Payment	Check	23763	2/12/2025	325.11	1711 37th Llc	1711 E 37TH ST ,VANCOUVER,WA,98663
Ad Hoc Payment	Check	23764	2/12/2025	130.00	Edward Jones Trust Co	1714 SE CASCADE AVE ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	23765	2/12/2025	68.34	Elizabeth M Graham or Patrick H Moyse	10006 NE 95TH CT ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	23766	2/12/2025	171.00	Phillip Dinh or Thao Le	9716 NE 101ST ST ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	23767	2/12/2025	22.65	Roxann Bergeron or Rodney Lynde	5101 NE 121ST AVE ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	23768	2/12/2025	160.27	The K.K. Johnson-De Groot Revocable Living Trust	4324 SE 178TH PL ,VANCOUVER,WA,98683
Miscellaneous Payment	Check	23769	2/12/2025	28.00	Carl Crosiar	Withdrawn from dance due to scheduling issue
Miscellaneous Payment	Check	23770	2/12/2025	19,330.28	Earthworks Excavating Services, Inc	Invoice # WA10A-25 - Scott Mukensnabl And Tracy Mukensnabl (10509 NE 10th St)
Miscellaneous Payment	Check	23771	2/12/2025	19,330.28	Earthworks Excavating Services, Inc	Invoice # WA10B-25 - Scott Mukensnabl And Tracy Mukensnabl (10517 NE 10th St)
Miscellaneous Payment	Check	23772	2/12/2025	91.00	FULLER & ASSOCIATES	Refund duplicate payment to INV#77071029
Miscellaneous Payment	Check	23773	2/12/2025	573.94	Gesner, Marcia	Impound Judgment 241000066CV
Miscellaneous Payment	Check	23774	2/12/2025	1,000.00	O'Sullivan, Christopher	Claim Payment - DOI: 11/19/2024 - RISK
Supplier Payment	Check	23775	2/12/2025	12,116.25	Accurate Corporate Services Inc	

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Transaction Reference</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Memo</u>
Supplier Payment	Check	23776	2/12/2025	975.29	Advance Lighting, LLC	
Supplier Payment	Check	23777	2/12/2025	44.80	Airgas, Inc	
Supplier Payment	Check	23778	2/12/2025	1,109.74	A-Line Asphalt Maintenance Inc	
Supplier Payment	Check	23779	2/12/2025	798.00	Allegheny Answering Services	
Supplier Payment	Check	23780	2/12/2025	136.00	American Sani-Can	
Supplier Payment	Check	23781	2/12/2025	4,204.50	BSK Associates - Remit-To: Supplier BSK Associates	
Supplier Payment	Check	23782	2/12/2025	677.38	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	23783	2/12/2025	1,181,854.58	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	23784	2/12/2025	7,936.50	Clark Public Utility District No. 1	
Supplier Payment	Check	23785	2/12/2025	290,312.55	Clary Longview LLC	
Supplier Payment	Check	23786	2/12/2025	159.95	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	23787	2/12/2025	201.95	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	23788	2/12/2025	674.17	Connecta Satellite Solutions LLC	
Supplier Payment	Check	23789	2/12/2025	560.52	CyberSource Corporation - Remit-To: CyberSource - Los Angeles	
Supplier Payment	Check	23790	2/12/2025	56.52	Experian Marketing Solutions - Remit-To: Experian - Los Angeles	
Supplier Payment	Check	23791	2/12/2025	87,543.87	GBD Architects	
Supplier Payment	Check	23792	2/12/2025	1,467.45	Jamestown Networks	
Supplier Payment	Check	23793	2/12/2025	13,053.54	Julie Peterson	
Supplier Payment	Check	23794	2/12/2025	3,819.76	Kurita America Inc - Remit-To: US Water - Minneapolis	
Supplier Payment	Check	23795	2/12/2025	244.56	L.N. Curtis & Sons	
Supplier Payment	Check	23796	2/12/2025	2,253.63	Loomis Armored US LLC - Remit-To: Loomis - Palatine	
Supplier Payment	Check	23797	2/12/2025	179.36	Mark IV Enterprises Inc	
Supplier Payment	Check	23798	2/12/2025	12,000.00	National Association of City Transportation Officials Inc	
Supplier Payment	Check	23799	2/12/2025	19,977.15	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	23800	2/12/2025	9,434.99	Qwest Corporation - Remit-To: Qwest Corp- Seattle	
Supplier Payment	Check	23801	2/12/2025	5,499.06	Raimi & Associates, Inc.	
Supplier Payment	Check	23802	2/12/2025	1,112.81	Security Contractors Services	
Supplier Payment	Check	23803	2/12/2025	8,026.86	SP Plus Corporation	
Supplier Payment	Check	23804	2/12/2025	103,731.00	State of Washington Department of Health - Remit-To: WA Dept of Health	
Supplier Payment	Check	23805	2/12/2025	134,344.99	State of Washington Department of Labor and Industries - Remit-To: Self-Insurance Section	
Supplier Payment	Check	23806	2/12/2025	32.00	State of Washington State Patrol	
Supplier Payment	Check	23807	2/12/2025	7.46	Stericycle Inc - Remit-To: Shred-It	
Supplier Payment	Check	23808	2/12/2025	230.00	Superion, LLC	
Supplier Payment	Check	23809	2/12/2025	557.06	The Columbian Publishing Co	
Supplier Payment	Check	23810	2/12/2025	10,000.00	United States Postal Service - Remit-To: USPS - First Data/Remitco - 52940558	
Supplier Payment	Check	23811	2/12/2025	9,075.00	Vanessa Vavold	

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INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Transaction Reference</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Memo</u>
Supplier Payment	Check	23812	2/12/2025	110.68	Vestis Group, Inc - Remit-To: Vestis - Pasadena	
Supplier Payment	Check	23813	2/12/2025	90,447.67	WSP USA Inc. - Remit-To: WSP USA Inc. Dallas	
Supplier Payment	Check	23814	2/12/2025	664.61	W Todd Pascoe	
Supplier Payment	Check	23816	2/12/2025	11,016.77	Columbia Resource Company	
Miscellaneous Payment	Check	23817	2/12/2025	3,114.84	Ginn Development LLC	ROW-366479 (jobsite: 11117 SE 19th St.)
			Check	2,959,588.12		
Expense Payment	Direct Deposit	EFT-00283030	2/6/2025	167.00	Eric Fielding	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00283031	2/6/2025	114.50	Heladio Cardenas de lacruz	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00283032	2/6/2025	164.99	Michael Summerhill	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00283033	2/6/2025	190.17	Topher Gates	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00283034	2/6/2025	166.20	Douglas Van Aalst	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00283035	2/6/2025	200.00	Tyler Kesterson	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00283036	2/6/2025	87.99	Sheila Andrews	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00283037	2/6/2025	435.00	Steve Morehouse	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00283038	2/6/2025	122.16	Tammy Michelson	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00283039	2/6/2025	256.50	Nicholas Helgren	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00283040	2/6/2025	196.00	James Rayner	Travel Advance
Expense Payment	Direct Deposit	EFT-00283041	2/6/2025	200.50	Franklin Gomez	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00283042	2/6/2025	196.00	Jeremiah Jones	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00283043	2/6/2025	196.00	Leo Jochim	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00283044	2/6/2025	360.00	Connor Rock	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00283045	2/6/2025	376.00	Nathan Leek	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00283046	2/6/2025	376.00	Brennan Blue	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00283047	2/6/2025	301.00	Robb Milano	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00283048	2/6/2025	280.00	Tony Fletcher	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00283049	2/6/2025	439.25	Jeff Olson	Travel Advance
Expense Payment	Direct Deposit	EFT-00283050	2/6/2025	250.00	Josh Harrington	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00284988	2/13/2025	206.75	Anna Vogel	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00284989	2/13/2025	113.50	Bart Hansen	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00284990	2/13/2025	113.50	Ty Stober	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00284991	2/13/2025	215.00	Tanya Wollstein	Travel Advance
Expense Payment	Direct Deposit	EFT-00284992	2/13/2025	46.18	Alekz Wokal	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00284993	2/13/2025	74.00	Anne McEnerny-Ogle	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00284994	2/13/2025	149.10	Sophie Ventura	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00284995	2/13/2025	73.25	Kyle Ballhorn	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00284996	2/13/2025	51.00	Keegan Benenati	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00284997	2/13/2025	250.00	James Lewis	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00284998	2/13/2025	189.00	Matthew Oakes	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00284999	2/13/2025	184.74	Thomas Wilbanks	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00285000	2/13/2025	102.00	Cody Uskoski	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00285001	2/13/2025	56.25	Andrew Gosney	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00285002	2/13/2025	15.11	Patrick Kennedy	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00285003	2/13/2025	109.35	Douglas Sweyer	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00285004	2/13/2025	173.59	Mike McDonald	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00285005	2/13/2025	250.00	Remy Thompson	Employee Reimbursement
			Direct Deposit	7,447.58		
Supplier Payment	EFT	EFT-00283051	2/6/2025	1,550.00	Allegiance Benefit Plan Management Inc (Pension and Flex).	

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INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Transaction Reference</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Memo</u>
Supplier Payment	EFT	EFT-00283052	2/6/2025	1,007.65	Hero Fence LLP	
Supplier Payment	EFT	EFT-00283053	2/6/2025	180.18	Branlo Enterprises, LLC	
Supplier Payment	EFT	EFT-00283054	2/6/2025	7,533.75	PBS Engineering and Environmental Inc	
Supplier Payment	EFT	EFT-00283055	2/6/2025	1,802.30	Nathaniel R. Wallace	
Supplier Payment	EFT	EFT-00283056	2/6/2025	2,380.00	Brad Piesch Aggressive Enterprises, Inc	
Supplier Payment	EFT	EFT-00283057	2/6/2025	10,385.39	Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources	
Supplier Payment	EFT	EFT-00283058	2/6/2025	2,144.12	Bound Tree Medical LLC	
Supplier Payment	EFT	EFT-00283059	2/6/2025	194,993.25	Lee Contractors LLC	
Supplier Payment	EFT	EFT-00283060	2/6/2025	620,497.69	Solid Waste Systems	
Supplier Payment	EFT	EFT-00283061	2/6/2025	160,216.50	Construction Services Group, Inc.	
Supplier Payment	EFT	EFT-00283062	2/6/2025	3,848.14	OAC Services, Inc.	
Supplier Payment	EFT	EFT-00283063	2/6/2025	2,505.22	Harry's Key Service Inc	
Supplier Payment	EFT	EFT-00283064	2/6/2025	2,619.67	Fire Systems West	
Supplier Payment	EFT	EFT-00283065	2/6/2025	23,897.50	Otak Inc	
Supplier Payment	EFT	EFT-00283066	2/6/2025	3,601.00	Consor North America Inc	
Supplier Payment	EFT	EFT-00283067	2/6/2025	7,788.52	Ferguson Enterprises - Remit-To: Ferguson - Dallas	
Supplier Payment	EFT	EFT-00283068	2/6/2025	663.08	Loma Media Partners	
Supplier Payment	EFT	EFT-00283069	2/6/2025	458.05	United Site Services of Nevada, Inc.	
Supplier Payment	EFT	EFT-00283070	2/6/2025	38,750.00	Pacific Talent Inc	
Supplier Payment	EFT	EFT-00283071	2/6/2025	3,951.24	NJB Soft, LLC	
Supplier Payment	EFT	EFT-00283072	2/6/2025	19,753.90	Jacobs Engineering Group Inc	
Supplier Payment	EFT	EFT-00283073	2/6/2025	1,250.00	3 Kings Environmental Inc	
Supplier Payment	EFT	EFT-00283074	2/6/2025	14,390.85	Waxie's Enterprises Inc	
Supplier Payment	EFT	EFT-00284976	2/10/2025	12,416.94	Vancouver Police Officer Guild	
Supplier Payment	EFT	EFT-00284977	2/10/2025	33,408.30	IAFF Local #452	
Supplier Payment	EFT	EFT-00284978	2/10/2025	20,287.86	Allegiance Benefit Plan Management Inc (COBRA)	
Supplier Payment	EFT	EFT-00284979	2/10/2025	1,077.80	Vancouver Command Guild	
Supplier Payment	EFT	EFT-00284980	2/10/2025	134.95	Legal Shield	
Supplier Payment	EFT	EFT-00285006	2/13/2025	4,230.00	The Loudenback Corporation	
Supplier Payment	EFT	EFT-00285007	2/13/2025	6,389.97	Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources	
Supplier Payment	EFT	EFT-00285008	2/13/2025	20,583.85	Jacobs Engineering Group Inc	
Supplier Payment	EFT	EFT-00285009	2/13/2025	840.00	Rotschy Inc	
Supplier Payment	EFT	EFT-00285010	2/13/2025	21,146.50	PBS Engineering and Environmental Inc	
Supplier Payment	EFT	EFT-00285011	2/13/2025	7,746.50	Walker Consultants, Inc	
Supplier Payment	EFT	EFT-00285012	2/13/2025	1,486.22	Bound Tree Medical LLC	
Supplier Payment	EFT	EFT-00285013	2/13/2025	68,232.40	Outsiderinn.org	
Supplier Payment	EFT	EFT-00285014	2/13/2025	17,821.64	Stellar J Corporation	
Supplier Payment	EFT	EFT-00285015	2/13/2025	4,348.00	JH Kelly, LLC	
Supplier Payment	EFT	EFT-00285016	2/13/2025	1,099,468.95	Tapani Inc	
Supplier Payment	EFT	EFT-00285017	2/13/2025	15,482.65	Guy Edward Lennon	
Supplier Payment	EFT	EFT-00285018	2/13/2025	3,150.00	Giving Solutions Group, LLC	
Supplier Payment	EFT	EFT-00285019	2/13/2025	105,330.30	Bellman & Symfon North America Inc	
Supplier Payment	EFT	EFT-00285020	2/13/2025	63,426.45	Consolidated Electrical Distribution	
Supplier Payment	EFT	EFT-00285021	2/13/2025	543,060.76	Operations Management International Inc	
			EFT	3,176,238.04		
Supplier Payment	Manual Wire		2/1/2025	13,571.13	Global Payments	
Supplier Payment	Manual Wire		2/3/2025	560,623.07	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Manual Wire		2/3/2025	3,553.41	Internal Revenue Service	
Supplier Payment	Manual Wire		2/3/2025	50,591.64	JP Morgan Chase Bank, N.A.	
Supplier Payment	Manual Wire		2/4/2025	110,268.42	Liberty Mutual Group Inc.	
Supplier Payment	Manual Wire		2/4/2025	245,482.58	Western States Health & Welfare Trust	

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Transaction Reference</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Memo</u>
Supplier Payment	Manual Wire		2/4/2025	627,407.57	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire		2/4/2025	12,065.88	VSP Vision Care Inc	
Supplier Payment	Manual Wire		2/4/2025	26,403.45	United States Postal Service	
Supplier Payment	Manual Wire		2/5/2025	1,600.00	Bank Of America N.A. - Remit-To: Charlotte NC	
Supplier Payment	Manual Wire		2/6/2025	255,400.71	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire		2/6/2025	19,794.90	Washington Dental Service	
Supplier Payment	Manual Wire		2/10/2025	586.00	Oregon SDU	
Supplier Payment	Manual Wire		2/10/2025	7,010.19	Western States Health & Welfare Trust	
Supplier Payment	Manual Wire		2/10/2025	6,160.27	Washington SDU	
Supplier Payment	Manual Wire		2/10/2025	343,247.48	International City Management Association Retirement Corporation	
Supplier Payment	Manual Wire		2/10/2025	28,375.00	Washington State Firefighters	
Supplier Payment	Manual Wire		2/10/2025	34,130.00	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire		2/10/2025	69,394.63	State of Washington Department of Retirement Systems (DRS)	
Supplier Payment	Manual Wire		2/10/2025	223.17	Keybank National Association	
Supplier Payment	Manual Wire		2/11/2025	187.00	Colorado Department of Revenue	
Supplier Payment	Manual Wire		2/11/2025	1,325,464.61	Internal Revenue Service	
Procurement Card Payment	Manual Wire		2/11/2025	720,784.50	CoV JPM Procurement Card	
Supplier Payment	Manual Wire		2/12/2025	46,785.33	State of Oregon Department of Revenue	
Supplier Payment	Manual Wire		2/12/2025	208.19	Allegiance Benefit Plan Management Inc (COBRA) - Remit-To: COBRA	
Supplier Payment	Manual Wire		2/13/2025	944,403.36	State of Washington Department of Retirement Systems (DRS)	
Supplier Payment	Manual Wire		2/13/2025	15,422.24	Bank Of America N.A. - Remit-To: Charlotte NC	
Supplier Payment	Manual Wire		2/14/2025	86,170.04	Liberty Mutual Group Inc.	
Supplier Payment	Manual Wire		2/14/2025	18,809.20	Washington Dental Service	
Supplier Payment	Manual Wire		2/14/2025	154,364.59	Blue Cross Blue Shield of Oregon	
			Manual Wire	5,728,488.56		
			Checks	2,959,588.12		
			Direct Deposit	7,447.58		
			EFT	3,176,238.04		
			2/10/2025	9,304.43	City Payments	Posted 02-03-25 to 02-09-25
			2/18/2025	34,404.06	City Payments	Posted 02-10-25 to 02-16-25
			Hansen Total	43,708.49		
			2/10/2025	1,573.00	Miscellaneous	Parks Class Refunds FCC 02-03-25 to 02-09-25
			2/10/2025	499.36	Miscellaneous	Parks Class Refunds MCC 02-03-25 to 02-09-25
			2/18/2025	1,408.22	Miscellaneous	Parks Class Refunds FCC 02-10-25 to 02-16-25
			2/18/2025	579.46	Miscellaneous	Parks Class Refunds MCC 02-10-25 to 02-16-25
			2/18/2025	120.00	Miscellaneous	Parks Class Refunds WREC 02-10-25 to 02-16-25
			VISA Total	4,180.04		
			Payroll Total	4,347,902.29		
			GRAND TOTAL	16,267,553.12		

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City of Vancouver
Payroll Council Report
February 03, 2025 - February 16, 2025

Check No.	Date	Explanation	Amount
2657 - 2672	02/10/25	February 10th Payroll	\$ 5,813.42
2673 - 2676	02/10/25	February 10th Payroll	\$ 944.11
283075 - 284975	02/10/25	February 10th Direct Deposits	\$ 4,341,144.76
N/A	02/10/25	2/10/2025 NACHA Return	\$ (1,535.12)
2677	02/10/25	Replacement for NACHA Return	\$ 1,535.12

\$ 4,347,902.29

AN ORDINANCE vacating the right-of-way associated with SE Maxon Road, located on the south side of SE 19th Street, east of Ellsworth Road, located within the Northwest Quarter of Section 3 and the Northeast Quarter of Section 4, Township 1 North, Range 2 East, Willamette Meridian, City of Vancouver, Clark County, Washington; and providing for an effective date.

Staff Report: 022-25

To: Mayor and City Council
From: City Manager
Date: February 24, 2025

Subject

Maxon Road Right-of-Way Vacation

Key Points

- Right-of-way vacation of approximately 11,428 square feet of unimproved street right-of-way.
- Right-of-way area was created by WSDOT as part of the I-205 project for the construction of "Frontage Road No.1".
- There are existing utilities within the proposed vacation area.
- Staff recommends Council require full compensation for the total estimated property value of the vacated area.

Strategic Plan Alignment

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

Present Situation

Staff has received a request from Ginn Group LLC to vacate a portion of right-of-way associated with SE Maxon Road, located on the south side of SE 19th Street, east of Ellsworth Road. The right-of-way is specifically located within the Northwest Quarter of Section 3 and the Northeast Quarter of Section 4, Township 1 North, Range 2 East, Willamette Meridian.

This right-of-way area was created by WSDOT as part of the I-205 project for the construction of "Frontage Road No.1". This frontage road was necessary to provide access to properties which lost their original access because of the I-205 project. The right-of-way area was then conveyed to Clark County from the State with a Governor's Deed dated June 3, 1975. WSDOT officials have confirmed that they have no restrictions on this right-of-way.

The right-of-way to be vacated contains no public street improvements. Staff has reviewed the City's Transportation Systems Plan and determined there is no future need for this right-of-way to accommodate public travel. Therefore, vacation of this right-of-way will have no adverse impact on the City's transportation assets.

Staff has contacted all utility owners with facilities potentially located within the subject area. The City of Vancouver has utilities within the area of the proposed vacation, specifically stormwater structures and stormwater mains. City staff in the stormwater division have no objections to the proposed vacation but will require a 15-foot-wide easement be dedicated to accommodate the existing stormwater facilities. This easement will be centered on the existing stormwater main and will be

dedicated as part of the pending subdivision plat approval.

Comcast and CenturyLink (Lumen) have indicated that they have no objections to the proposed vacation. NW Natural has indicated they have no objections to the vacation. Clark Public Utilities (CPU) has indicated that the developer of the property is required to move all existing CUP facilities and dedicate appropriate easements on the pending subdivision plat. Therefore, they have no objections to the proposed vacation.

Generally, under VMC 11.05.130, the property associated with a vacated street belongs to the abutting property owners, one-half to each, subject to vested property rights. The area proposed to be vacated is surrounded by property owned by the applicant. Therefore, the entirety of the vacated area will be conveyed to the applicant.

RCW 35.79.030 provides for, but does not require, the City to collect compensation for the value of public right-of-way that is vacated. Further, VMC 11.05.120 stipulates provisions for the City to calculate and collect compensation for vacated public right-of-way. As discussed above, this right-of-way was conveyed to Clark County from the State via Governor's Deed. The property was acquired at public expense when WSDOT originally acquired the property. The City has not constructed any street improvements within the subject right-of-way but has performed basic maintenance of this area as necessary to provide access to the existing properties and to the existing public utilities. Further, the vacated area will be utilized by the applicant for a proposed residential development. Based on these circumstances, staff recommends the imposition of compensation equal to 100% of the total appraised property value.

An analysis of the County Assessor's records for properties adjacent to the proposed vacation area resulted in an estimated property value equal to \$5.31 per square foot. The total area of the proposed vacation is 11,428 square feet. This results in a total estimated property value equal to \$60,683.

Advantage(s)

1. Allows the vacated property to be placed on the tax rolls.
2. Allows the applicant to maximize use of the abutting property.
3. Relieves the City of maintenance and liability obligations for the property.

Challenge(s)

No known challenges.

Budget Impact

Payment of \$60,683 will be deposited to the Transportation fund and used for capital projects.

Prior Council Review

February 3, 2024 - Consent Agenda

Action Requested

On Monday, February 24, 2025, upon second reading and a public hearing, approve the ordinance to vacate a portion of public right-of-way associated with SE Maxon Road located within the Northwest Quarter of Section 3 and the Northeast Quarter of Section 4, Township 1 North, Range 2 East, Willamette Meridian.

Staff Contact

Attachments:

1. Ordinance
2. Exhibit A - Legal Description
3. Exhibit B - Site Map
4. Exhibit C - Overall Vicinity Map
5. Exhibit D - Property Value Analysis - ROW-350112 - Maxon Rd

02/03/25
02/24/25

ORDINANCE NO. _____

AN ORDINANCE vacating the right-of-way associated with SE Maxon Road, located on the south side of SE 19th Street, east of Ellsworth Road, located within the Northwest Quarter of Section 3 and the Northeast Quarter of Section 4, Township 1 North, Range 2 East, Willamette Meridian, City of Vancouver, Clark County, Washington; and providing for an effective date.

WHEREAS, under Vancouver Municipal Code (“VMC”) 11.05.040, the owner of real property abutting SE Maxon Road, located on the south side of SE 19th Street, east of Ellsworth Road, filed a petition with the Director of Public Works, requesting the City to vacate a portion of existing right-of-way; and

WHEREAS, the subject right-of-way consists of approximately 11,428 square feet with a total estimated value of \$60,683; and

WHEREAS, City staff has contacted utility owners and found that there are public utility facilities within the right-of-way; and

WHEREAS, there are no present or future public transportation needs associated with the right-of-way, and the City has been providing maintenance or upkeep of the right-of-way that is unrelated to public travel; and

WHEREAS, records indicate that the subject area of right-of-way was created by the State of Washington as part of the I-205 project; and was created with the expenditure of State funds; and

WHEREAS, as recommended by Staff Report No. _____, Council adopted Resolution M-_____ on February 3, 2025, and set the date of public hearing for February 24, 2025, at 6:30 p.m.; and

WHEREAS, The City Clerk caused the notices of the public hearing to be posted and published as required by law; and

WHEREAS, a public hearing was held on February 24, 2025, at which time City Council considered reports and information concerning the proposed right-of way vacation and found that: (1) a vacation of the right-of-way will better serve the public; (2) the right-of-way is no longer needed for public access and changes are not likely to occur in the future requiring the need for the right of way, and this property is thus surplus to the needs of the City; and (3) there are no objections to the vacation sufficient to deny its approval.

BE IT ORDAINED BY THE CITY OF VANCOUVER:

Section 1. Right-of-Way Vacation. The street area that is described on Exhibit A and shown on Exhibit B is hereby vacated. Exhibits A and B are incorporated by reference.

Section 2. Stormwater Easement. The applicant must dedicate a 15-foot-wide public stormwater easement to the City of Vancouver, centered on the existing stormwater main and as directed by City staff.

Section 3. Compensation for Value of Right-of-Way. Pursuant to VMC 11.05.120(C), the applicant must pay the City in an amount equal to the full fair market value of the right-of-way being vacated based upon the factors set forth in the recitals, above. This amount has been established to be \$60,683, and vacation of the property identified in Exhibits A and B is conditioned upon receipt by the City of this amount in full.

Section 4. Effective date. This Ordinance shall go into effect five days after its recording.

DATE OF FINAL PASSAGE by the Vancouver City Council:_____.

SIGNED this _____ day of _____, 2025.

Anne McEnerny-Ogle, Mayor

Attest:

Approved as to form:

Natasha Ramras, City Clerk

Nena Cook, Interim City Attorney

SUMMARY

ORDINANCE NO. _____

AN ORDINANCE vacating the right-of-way associated with SE Maxon Road, located on the south side of SE 19th Street, east of Ellsworth Road, located within the Northwest Quarter of Section 3 and the Northeast Quarter of Section 4, Township 1 North, Range 2 East, Willamette Meridian, City of Vancouver, Clark County, Washington; and providing for an effective date.

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

EXHIBIT "A"
LEGAL DESCRIPTION FOR ROW VACATION

That portion of those lots 53 and 54, Columbia Homestead Lots, according to the plat thereof, recorded in Volume "A" of Plats, page 73, Records of Clark County, Washington, being located in a portion of the Northeast Quarter of the Northeast Quarter of Section 4 and in a portion of the Northwest Quarter of the Northwest Quarter of Section 3 Township 1 North, Range 2 East of the Willamette Meridian more particularly described as follows:

Commencing at a point at the intersection of the easterly right of way line of South East Maxon Road and the southerly right of way line of South East 19th Street;

Thence South $01^{\circ}47'42''$ West for a distance of 348.48 feet along said easterly right of way to the True Point of Beginning;

Thence leaving said right of way South $56^{\circ}16'30''$ East, for a distance of 45.84 feet;

Thence continuing South $74^{\circ}06'04''$ East, for a distance of 299.27 feet to a point on the westerly line of said lot 54;

Thence South $74^{\circ}06'04''$ East, for a distance of 51.67 feet;

Thence North $60^{\circ}53'44''$ East, for a distance of 56.57 feet;

Thence South $74^{\circ}06'04''$ East, for a distance of 68.68 feet to a point on the easterly right of way line of South East Maxon Road;

Thence South $01^{\circ}49'51''$ West, for a distance of 3.21 feet along said right of way line;

Thence North $88^{\circ}10'09''$ West, for a distance of 63.05 feet;

Thence along a 55.00 foot radius tangent curve to the left, through a central angle of $60^{\circ}57'53''$ for an arc distance of 58.52 feet, a chord of which bears South $61^{\circ}20'54''$ West 55.80 feet;

Thence along a 10.00 foot radius tangent curve to the right, through a central angle of $75^{\circ}01'58''$ for an arc distance of 13.10 feet, a chord of which bears South $68^{\circ}22'57''$ West 12.18 feet to a point being 25 feet northerly of the centerline of South East Maxon Road when measured perpendicular to said centerline;

Thence North $74^{\circ}06'04''$ West, for a distance of 349.81 feet to a point being 25 feet northerly of said centerline when measured perpendicular to said centerline;

Thence along a 50.00 foot radius curve to the right, through a central angle of $50^{\circ}03'15''$ for an arc distance of 43.68 feet, a chord of which bears North $49^{\circ}04'27''$ West 42.30 feet;

Thence North $01^{\circ}47'42''$ East, for a distance of 21.79 feet to the True Point of Beginning;

Containing 11,428 more or less square feet.

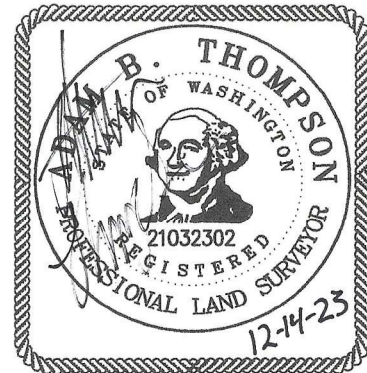


EXHIBIT "B"

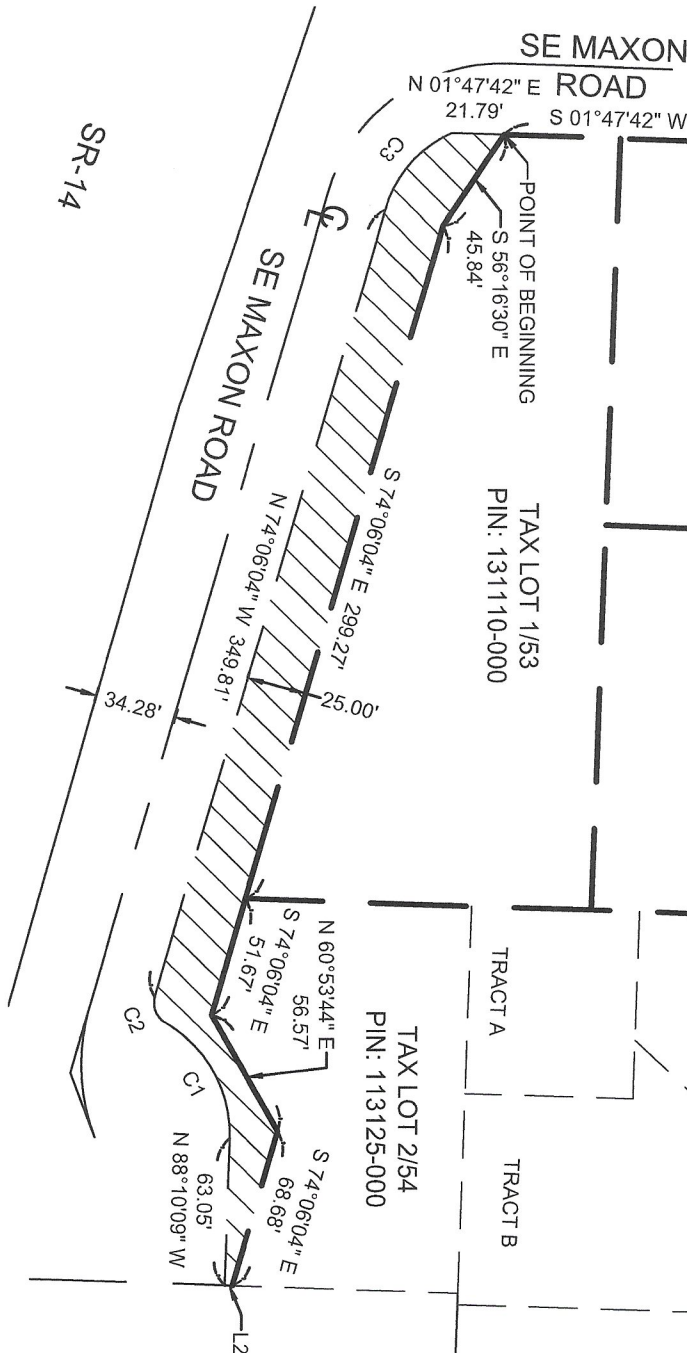
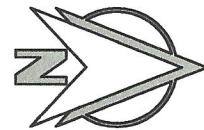
CURVE TABLE

CURVE	RADIUS	DELTA	ARC DIST.	CHORD BEARING	CHORD DIST.
C1	55.00'	60°57'53"	58.52'	S 61°20'54" W	55.80'
C2	10.00'	75°01'58"	13.10'	S 68°22'57" W	12.18'
C3	50.00'	50°03'15"	43.68'	N 49°04'27" W	42.30'

SE 19TH STREET

LINE TABLE

LINE	BEARING	DISTANCE
L2	S 01°49'51" W	3.21'



PLS ENGINEERING

Engineering - Surveying - Planning
604 W. Evergreen Blvd., Vancouver, WA 98660
PH: (360) 944-6519 Fax: (360) 944-6539

SHEET 1 OF 1

FOR ROW VACATION

LOCATED IN THE NE 1/4 OF SECTION 4, AND
THE NW 1/4 OF SECTION 3 T. 1 N., R. 2 E., W.M.
CITY OF VANCOUVER
CLARK COUNTY, WASHINGTON

SCALE: NTS

JOB NO: 3691

DATE: 12-14-23

DWG FILE: 3691L2.dwg

DRAWN BY: JSV



Exhibit D

Property Value Analysis Memo



MEMORANDUM

DATE: November 25, 2024

TO: File – Maxon Road Right-of-Way Vacation

FROM: Eric Hahn, P.E. – Senior Civil Engineer, Transportation Div.

SUBJECT: Property Value Analysis

The purpose of this memorandum is to summarize the analysis completed by staff to determine property values for the proposed vacation of excess unimproved right-of-way associated with SE Maxon Road, located on the south side of SE 19th Street, east of Ellsworth Road. RCW 35.79.030 and VMC 11.05.120 stipulate provisions for the City to collect compensation for the value of public right-of-way that is vacated.

An analysis of the County Assessor's records for properties adjacent to the proposed vacation area resulted in an estimated property value equal to **\$5.31 per square foot**. The analysis is as follows:

Parcel No.	Parcel Size (SF)	2024 Assessed Value (Land Value)	Cost/SF
113105000	100,188	\$365,033	\$3.64
113116000	48,787	\$387,428	\$7.94
113115000	49,658	\$389,053	\$7.83
113110000	34,848	\$99,780	\$2.86
113125000	15,246	\$65,018	\$4.26
Average Cost/SF			\$5.31

The total area of the proposed vacation is **11,428 square feet**. At full value, this results in a total estimated property value equal to **\$60,683**.



Homelessness Emergency Situation Report

Incident Name: Homelessness Emergency
Situation Report # 15

Incident Commander: Aaron Lande
Operational Period: January 2025

New Emergency Orders (if any)

NONE

Emergency Response

- We have lost 2 people since the Homeless Memorial in December 2024
 - 1 in the month of January
- VFD Year to Date: VFD was unable to pull the stats for January
- VPD Data: Data collection began 7/8/24

Police Events and Time on Events with Unsheltered Homelessness Involvement

	January 2025	Year to Date
# of Events	973 (10.1%)	973 (10.1%)
Time Spent on Events (hours)	1861.5 (16.5%)	1861.5 (16.5%)

- The blue row provides the **total number of events** officers indicated were related to unsheltered homelessness in the month of January and year to date (YTD), as well as the **percentage of all events these events represent relative to all police events** in January and YTD.
- The green row provides **total number of officer hours spent on events** officers indicated were related to unsheltered homelessness in the month of January and year to date (YTD), as well as the **percentage of time spent on these events** relative to all events in January and YTD.

HART Activities

- HART conducted clean-ups at the following locations:
 - NE 87th Ave and 20th Street
 - NE 127th Ave and NE 59th Street
 - Leverich / Arnold parks area along the trail system to Petticoat Lane
 - The Mill Plain sound wall area west from Esther to Lincoln, and around the blocks of W. 11th, 12th, 13th Streets near Jefferson, King, and Lincoln.
 - Burnt Bridge Creek trail area both east and west of Andresen (NE 92nd Ave to Thunderbird Village)
 - Regular coordination with WSDOT for outreach and cleanup on their properties along the freeway system in the City of Vancouver
 - 36.87 tons of solid waste removed from public property in January by contracted crews during large-scale health and sanitation cleanups
 - 6.01 tons of solid waste removed from public property in January by HART's internal Encampment Response Coordinator crew outside of scheduled cleanups
 - Year-to-date: 42.88 total tons of solid waste removed from public property.
 - Responded to 104 My Vancouver app submissions in January; YTD: 104
 - Handed out 57 naloxone kits and provided awareness on overdose response to 19 individuals through our partnership with WA State Dept. of Health's Opioid Education and Naloxone Distribution (OEND) Program. *
 - Besides handing out naloxone kits, HART used naloxone to reverse 1 overdose in January
- * [This program supports access to naloxone for people who are likely to experience or witness an opioid overdose by providing free naloxone to organizations and community groups for distribution to clients and community members.](#)*

Community Engagement

- HART met with Keller Williams partner group who is starting a program to assist youth aging out of foster programs into potential homelessness
- Community Policing Information Session at the Firstenburg. HART attended to field questions about the City's homelessness response by community members.
- City Waste Reduction Specialist partnered with HART for dispersal of leftover foods from MLK Day events to Safe Stay Communities and Safe Park

Winter Shelter

- Chkalov SOS; served 28 individuals – 19 adults and 9 children
- Arts Hub; served 64 individuals – 45 adults, 17 children, 2 unknown age

Safe Stays/Safe Park

- The Outpost:
 - 2 residents moved on to housing
 - 2 additional residents approved for housing and several more are in application status for housing
 - 2 residents obtained IDs
- Hope Village:
 - While no residents moved on to housing in January, 13 residents are projected to move out to housing soon based on program and document readiness.
 - 3 residents obtained ID cards, 2 obtained Social Security cards, and 2 birth certificates
 - 2 residents completed job interviews in their search for work
 - 3 residents achieved clean and sober milestones of 60, 105, and 150 days respectively
- Kiggins Village:
 - 2 residents moved on to housing
 - 1 resident obtained employment
 - 1 Social Security card and 2 IDs obtained
 - 1 resident received detox services
- 415 West:
 - 2 residents moved on to housing
 - 3 residents are housing approved and others are in the process of approval
 - 1 resident obtained ID; 2 obtained Social Security cards
 - 2 residents received detox services
 - Couve Collective has partnered with 415 and holds weekly support circles there
- Homeward Bound – Safe Park:
 - 4 residents moved on to housing
 - 87 total individuals served; 72 adults and 15 children

**As the contractor for operations of Safe Park transitioned in January from one organization to another, the normal statistics were not available for this report. With more than 50 parking spaces assigned to cars and RVs, the program serves an average of 80 people including children. Restrooms, shower facilities and trash services are available to ensure a healthy environment. Live Love Outreach provides peer-to-peer support and case management to help move residents into stable housing.*

Bridge Shelter

- Phase 1 Concept Design work underway
- Presented update on project (Jan. 22) and updated funding partnership options (Feb. 7) to Clark County Council at their request.
- Submitted updated proposal/funding request to PeaceHealth (1/27)

Community Court

Newly cited/referred into Court	35
Opted in to Community Court	42
Graduations (successful completion)	13
Community Service hours completed	88
Obtained Temporary Housing	6
Mental Health/Substance Use Disorder evaluations completed	21
Accessing/participating in treatment services	5

Property Closures

- No new properties were closed in January. The list of properties which have been closed by emergency orders can be found on the City's [Homelessness Emergency Declaration](#) page.

Our Appreciation

- In recognition that the City's Homelessness Response team could not accomplish what it does alone, especially during this declared emergency, HART would like to express its appreciation for the many departments and individuals who partner in the work:
 - Public Works – grounds, streets, greenways, parks, environmental services, transportation, and more
 - Vancouver Police Department
 - Vancouver Fire Department
 - Vancouver Parks, Recreation and Cultural Services
 - General Services
 - Planning
 - Budget
 - Legal
 - Procurement
 - Administrative Assistants
 - And countless others who are critical to our mission