

City Council Meeting Agenda March 3, 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. March 3, 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 March 3, 2025. Instructions will be provided on-site. Register to testify online. Online registration is open until 12:00 p.m. on March 3, 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: 4:30-6:00 p.m.

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

2025-2029 Vancouver Commute Trip Reduction Plan

(Approximately 45 minutes)

Olivia Kahn, Transportation Demand Management Coordinator, Rebecca Kennedy, Deputy Community Development Director, Kate Drennan, Transportation Planning Program Manager, olivia.kahn@cityofvancouver.us, rebecca.kennedy@cityofvancouver.us, kate.drennan@cityofvancouver.us

Safe Stay Program

(Approximately 45 minutes, to immediately follow the previous workshop)

Jamie Spinelli, Homeless Response Manager, jamie.spinelli@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 24, 2025

Proclamations

Women's History Month

Red Cross Month

Music in Our Schools 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.

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 - NW Daniels St. (W. 34th to 39th St.) Water Main Replacement - ITB 24-40

Staff Report: 044-25

Request: On Monday, March 3, 2025, accept the facilities as constructed by Halme Excavating, Inc., of Battle Ground, Washington and authorize the release of the contractor's retainage, subject to receipt of all documentation by law.

Patrick Craney, Water Resource Engineer, patrick.craney@cityofvancouver.us

2. Contract Award – Agreement Between City of Vancouver and LSW Architects for Fire Station 8 Design – RFQ 50-24

Staff Report: 045-25

Request: On Monday, March 3, 2025, authorize the City Manager, or designee, to enter into a Professional Services Agreement with LSW Architects for design services for Fire Station 8 for \$1,306,972.24.

John Kearns, Capital Projects Project Manager, Kevin.Kearns@cityofvancouver.us

3. Contract Amendment – Legal Services Regarding PFAS Contamination - C-101309

Staff Report: 046-25

Request: On Monday, March 3, 2025, authorize the City Manager, or designee, to request an amended engagement letter for contract C-101309 with Marten Law of Seattle, Washington to allow for representation on all PFAS contamination issues, and to increase the total contract amount up to \$500,000.

Kris Olinger, Utility Engineering Program Manager, kris.olinger@cityofvancouver.us

4. C-TRAN Interlocal Agreements – Transit Signal Priority and Property Acquisitions - Hwy 99 Bus Rapid Transit Corridor

Staff Report: 047-25

Request: On Monday, March 3, 2025, authorize the City Manager to finalize and execute two interlocal agreements between C-TRAN and the City of Vancouver for (1) Transit Signal Priority system installation and operation, and (2) for minor property acquisitions related to the Hwy 99 Bus Rapid Transit station development.

Chris Christofferson, Traffic Engineering Manager,
chris.christofferson@cityofvancouver.us

5. 2025 Department of Health Prehospital Trauma Grant

Staff Report: 048-25

Request: On Monday, March 3, 2025, authorize the City Manager, or designee, to approve the 2025 Department of Health Prehospital Trauma Grant and to purchase STOP THE BLEED® kits for trauma management.

Michelle Bresee, Senior Management Analyst, Robert Milano, Division Fire Chief,
michelle.bresee@cityofvancouver.us, Robert.Milano@cityofvancouver.us

6. 2023 and 2024 State Homeland Security Program Grants (SHSP)

Staff Report: 049-25

Request: On Monday, March 3, 2025, authorize the City Manager, or designee, to approve the 2023 and 2024 SHSP Grants, which will be used for:

- Metro Explosive Disposal Unit (MEDU) equipment for VPD

- Regional training for VFD

Michelle Bresee, Senior Management Analyst, Thomas O'Connor, Division Fire Chief,
michelle.bresee@cityofvancouver.us, thomas.oconnor@cityofvancouver.us

7. 2025 Firehouse Subs Public Safety Foundation Grant

Staff Report: 050-25

Request: On Monday, March 3, 2025, authorize the City Manager, or designee, to approve the 2025 Firehouse Subs Public Safety Foundation Grant, for the procurement of radio equipment for Vancouver Fire Department.

Michelle Bresee, Senior Management Analyst, Scott Willis, Division Fire Chief,
michelle.bresee@cityofvancouver.us, Scott.Willis@cityofvancouver.us

8. Downtown Redevelopment Authority Board Appointment

Request: On Monday, March 3, 2025, appoint Deborah McCracken to a midterm position on the Downtown Redevelopment Board, with a term beginning immediately and expiring December 31, 2028.

Subcommittee 2

9. Salary Review Commission Appointment

Request: On Monday, Monday, March 3, 2025, appoint Jesika Williams to a full-term on the Salary Review Commission, with a term beginning February 24, 2025, and expiring February 23, 2029.

Mayor McEnerny-Ogle

10. Vancouver Housing Authority Appointment

Request: On Monday, Monday, March 3, 2025, reappoint Carol Collier to a full-term on the Vancouver Housing Authority Board, with a term beginning immediately, and expiring February 11, 2030.

Mayor McEnerny-Ogle

11. Approval of Claim Vouchers

Request: Approve claim vouchers for March 3, 2025.

Communications

- A. From the Council**
- B. From the Mayor**
- C. From the City Manager**

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.



2025-2029 Vancouver Commute Trip Reduction Plan

Olivia Kahn (she/her)
Transportation Demand Management Planner
Community Development
March 3, 2025



Agenda

- Overview
- Plan elements
- Benefits
- Performance targets
- Services and strategies
- Alignment with plans
- Engagement
- Next steps



CTR Plans are required by State Law

- Each affected city, county and region must adopt a plan
- 4-year plan effective from July 1, 2025, to June 30, 2029
- Establishes performance targets and outlines objectives

Commute Trip Reduction

What is it?

- Washington State law adopted in 1991
- Goal is to reduce traffic congestion, air pollution, and fuel consumption by shifting drive-alone employee commutes to other modes at large worksites (100+ employees)
- Clark County, and the cities of Vancouver, Camas, Washougal are affected jurisdictions in southwest Washington
- The City of Vancouver implements the CTR Program for all jurisdictions in the region



Local Plan elements



Benefits of CTR



**Performance
Targets**



**Services and
Strategies**



**Alignment with
Plans**



Engagement

Benefits of Commute Trip Reduction

- Reduces greenhouse gas emissions, fuel consumption and improves traffic congestion
- Decreases the demand and cost for new roads and more parking
- Aligns with goals for more dense housing and land uses
- Lowers the cost of commuting for employees
- Amplifies that employees have transportation choices
- Opens tax incentives for participating employers
- Increases employee retention and talent recruitment for businesses



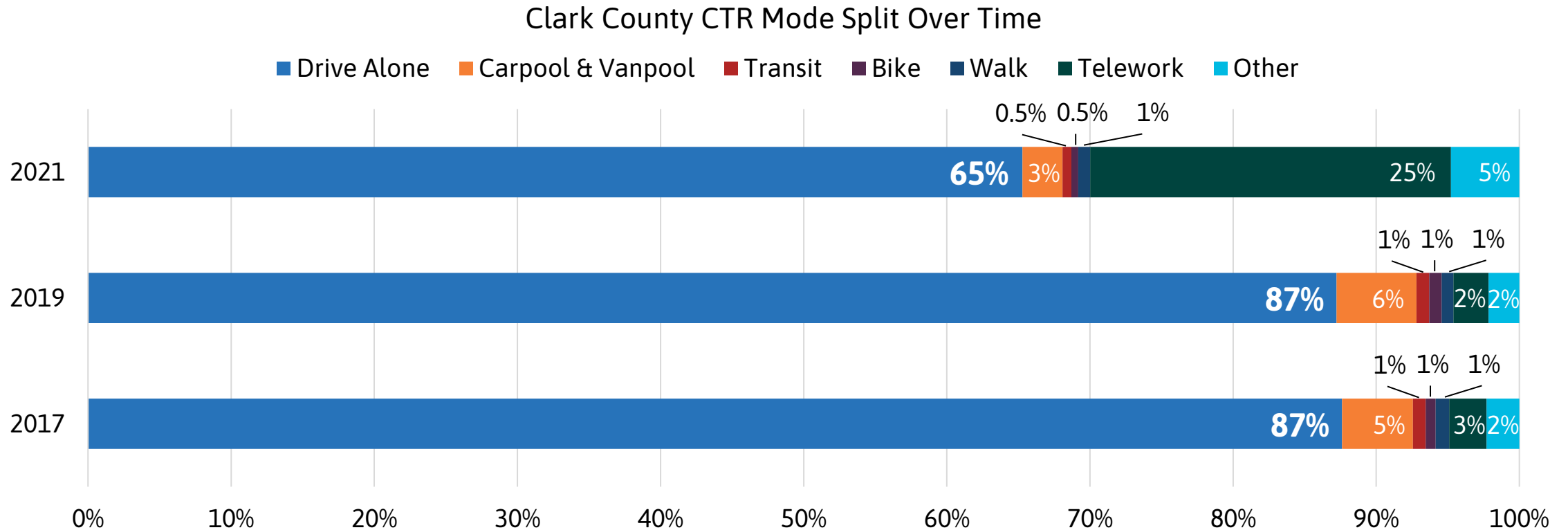
2025-2029 Performance Targets

Vancouver adopted the State's performance target of a weighted average drive-alone rate of 60% or less for CTR-affected worksites.

- Target is ambitious yet not unrealistic
- Target is consistent with affected jurisdictions in our region
- Reflects the program performance (affected worksites) and not community performance (census data)
- Current approximate weighted average is 65% for our region



Clark County CTR Mode Split Over Time



The graph shows the commute mode share over time for employees in the Clark County CTR program. The drive-alone rate decreased from 87% in 2017 to 65% in 2021. The primary contributor is teleworking.



Services and strategies

- Education
- Incentives and subsidies
- Guaranteed ride home
- Remote work, alternative work hours
- First-last mile connections
- Addressing safety concerns for active commuting
- Parking pricing and road pricing
- Active transportation capital investments
- HOV lanes, bus on shoulder
- Bi-state and regional commuter connections, including congestion mitigation, event management and airport service



Alignment with plans

- 2022 Climate Action Framework
- 2023-2029 Strategic Plan
- 2024-2044 Transportation System Plan
- 2025 Downtown Access, Mobility, and Parking Plan
- 2035 Comprehensive Plan and future 2045 comprehensive plan
- C-TRAN 2030 and draft C-TRAN 2040 long range plans
- TriMet Vision 2030 Business Plan FY2025 – FY2029
- Draft 2025-2029 Statewide CTR Plan
- Draft 2025-2029 Clark County, Camas, Washougal and Regional Transportation Council draft CTR Plans



Engagement plan

Regional Commute Feedback Survey	Employer Conversations	Partner Interviews	Tabling at Community Events
• 5-minute survey • Open for 1-month • Available in English and Spanish • 250 responses	• Small group discussion with Employee Transportation Coordinators at affected worksites • Tabling at employer benefits fairs	• One-on-one conversations with stakeholders, community-based organization, and representatives from vulnerable groups	• Tabled at dozens of community events to engage with the general public on the planning process and receive feedback

Engagement summary

Broader Community Sentiment	Employers and Businesses	Cities/Counties	C-TRAN
• More safe infrastructure and slower traffic speeds needed for people to want to bike, walk, carpool, or take transit to work. • Expand transit subsidies like Youth Opportunity Pass to get free transit in the hands of more individuals.	• Increase shuttle and small mobility to bring more people directly to work, downtowns, and to main streets. • Concerns with Interstate Bridge Replacement impacts. • Want walkable communities to encourage shopping and gathering places for the community.	• CTR could expand to small businesses and people who are aging out of the workforce • Increase incentives to encourage more carpool matching and increase marketing of GetThereSWWashington.org. • Expand subsidies for transit and active transportation modes.	• Increase incentives to encourage more carpool matching and increase marketing of GetThereSWWashington.org. • Employment hubs and major destinations are a strategic component of the C-TRAN 2045 transit plan.



Engagement impact

How did engagement influence the plan?

- Increase assistance for enrolling in C-TRAN employer transit pass program
- Explore how the CTR program can subsidize C-TRAN employer transit passes and/or a commuter stipend
- Aid C-TRAN staff in incorporating community feedback for increased transit service, more bus shelters, and more access to PDX airport
- Aid local jurisdictions in incorporating feedback from CTR planning process



- # Next Steps
- Council Action
 - Implement the plan



Thank You



Olivia.Kahn@cityofvancouver.us | 360-487-7939 | cityofvancouver.us



MEMORANDUM

DATE: March 3, 2025

TO: Mayor and City Council

FROM: Lon Pluckhahn, City Manager

RE: **2025-2029 Vancouver Commute Trip Reduction Plan**

CC: Rebecca Kennedy, Deputy Director; Kate Drennan, Transportation Planning Manager; and Olivia Kahn, Travel Options Program Manager; Community Development Department

Introduction

The City of Vancouver has local and state mandates to implement transportation demand management (TDM) strategies. Locally, the 2023-2029 Strategic Plan, the 2024-2044 Transportation System Plan, and Climate Action Framework call for a shift from driving to walking, biking, transit, or other active modes. Additionally, the Washington State Legislature requires the City of Vancouver to implement a Commute Trip Reduction (CTR) program for large employers and adopt a 2025-2029 CTR Plan (“Plan”) outlining how the City and employers will meet the statewide goal of a sixty percent (60%) drive-alone rate by 2029.

Since 2006, the City of Vancouver has implemented the Clark County CTR program on behalf of Clark County and the Cities of Camas, Washougal, and Vancouver. The State requires that employers with 100 or more full-time employees that report to work two or more workdays a week between the hours of 6:00 a.m. and 9:00 a.m. participate in the CTR program as an “affected worksite”. There are 56 worksites countywide: Vancouver (43), Camas (5), Washougal (2), and unincorporated Clark County (6). Together, the 56 worksites reach about 11,000 employees.

The Plan focuses on the benefits of CTR, outlines performance measures for affected worksites, identifies services and strategies to reduce drive-alone commuting, summarizes how it aligns with other local, regional, and state plans, and describes the Plan development process and associated partner and public engagement. This memo summarizes the work accomplished on this project and provides an overview of the draft plan actions.

Background

The last CTR Plan was adopted in 2015. While that plan consisted of similar services and strategies, it did not account for the significant increase in telework and hybrid work schedules or new forms of active transportation like electric bicycles and other small mobility options. The city and Clark County have since also seen significant population growth and the expansion of C-TRAN's bus-rapid-transit network, all while traffic congestion remains steady on I-5, I-205, and arterials. Community demand, state-mandates, and City-adopted policy call for more immense and robust transportation choices.

The new Plan is a component of Vancouver's transition from a suburban bedroom community to an urban environment with increased housing development and job growth. The Plan will have a direct impact on large businesses and how employees travel to and from work, and the quality of life for people who live and work in Vancouver.

The new Plan will:

- Serve as the foundation for business outreach and education regarding transportation options and commuter benefits;
- Set ambitious yet realistic goals for drive-alone trips and vehicle miles traveled;
- Align with the City's commitment to climate, equity and safety, including the Transportation System Plan (TSP); and,
- Outline best practices in transportation demand management (TDM) to address traffic congestion, fuel consumption, and air pollution to help us reach City goals and policies objectives.

Plan Scope

To complete the new Plan, City staff developed a workplan to identify key dates, outreach and engagement, analyze existing data and review existing and future relevant plans and policies. City staff hired a intern to focus on outreach and engagement. State guidance identifies required elements and overall scope. The Plan must contain the benefits of CTR, performance targets, services and strategies, and engagement. We are required to adopt the Plan by June 30, 2025, and it will be in effected from July 1, 2025 to June 30, 2029.

Plan Schedule

The planning process is near completion and the final Plan is expected to be presented for Council action in the second quarter of 2025. The graphic below highlights major milestones of the planning process.



Figure 1 The project timeline to adopt 2025-2029 CTR Plans.

Benefits of Commute Trip Reduction

Vancouver is growing and diversifying, which puts increased pressure and new demands on the transportation system. The City of Vancouver 2022 Climate Action Framework, 2023-2029 Strategic Plan, 2024-2044 Transportation System Plan, and currently underway Comprehensive Plan update are accelerating land use and transportation investments to meet climate, equity, and safety goals and ensure Vancouver is a great place to live now and into the future. Goals for increased housing production and density, a more robust network of complete streets that serve all ages and abilities, and enhanced accessibility standards all support commute trip reduction. Continued action in these areas support and encourage more people to travel using non-drive-alone options.

Commute trip reduction means more transportation choices for people to get to work. Every commute trip that switches to transit, carpool, vanpool, bike, or walk and more options for compressed work weeks or telework eliminate and lessen the greenhouse gas emissions that would have been generated by drive-alone trips. It also relieves upward pressure on the need for new roads and more parking. Offering a commuter benefit to employees opens tax credits for employers, increases talent recruitment and employee retention, and lowers the cost of commuting for employees.

Performance Targets

The Plan outlines performance targets to meet by 2029. WSDOT outlined four options for jurisdictions to choose:

1. Weighted average drive-alone rate (DAR) of 60 percent or less for CTR-affected worksites at the jurisdictional level.
2. Weighted average DAR of 15.5 percent below, or less, of the jurisdiction's census performance in 2019 for CTR-affected worksites at the jurisdictional level (see table below)
3. Weighted average DAR of a locally specific percent for CTR-affected worksites at the jurisdictional level.
4. Other performance target and measure related to CTR.

Vancouver chose Option 1 or the state’s performance target of a weighted average drive-alone rate of 60% or less for CTR-affected worksites. The weighted average refers to the drive-rate across each respondent in the Clark County Commute Trip Reduction program regardless of where they work. In other words, a commute from Columbia Credit Union is treated the same as a commute from PeaceHealth. This drive-alone rate target is ambitious yet not unrealistic for our community. Adopting the statewide goal also gives Vancouver the ability to lean on the state and reflects program performance (affected worksites) and not community performance (census data). Likewise, it provides consistency with the regional program and other affected jurisdictions in southwest Washington. Aside from the City of Camas, all affected jurisdictions in southwest Washington adopted the statewide performance target. The City of Camas opted for Option 2, or a 64% drive-alone rate target given the lack of transit options in their community.

According to American Community Survey (2020-2021), 69% percent of all employees in Clark County drive-alone to work, however employees at Clark County CTR-affected worksite drive-alone 5% less than the census average. Employees that have regular access to information about travel options and receive an employer commuter benefit are more likely to telework, bike, walk, carpool, and ride the transit to work.

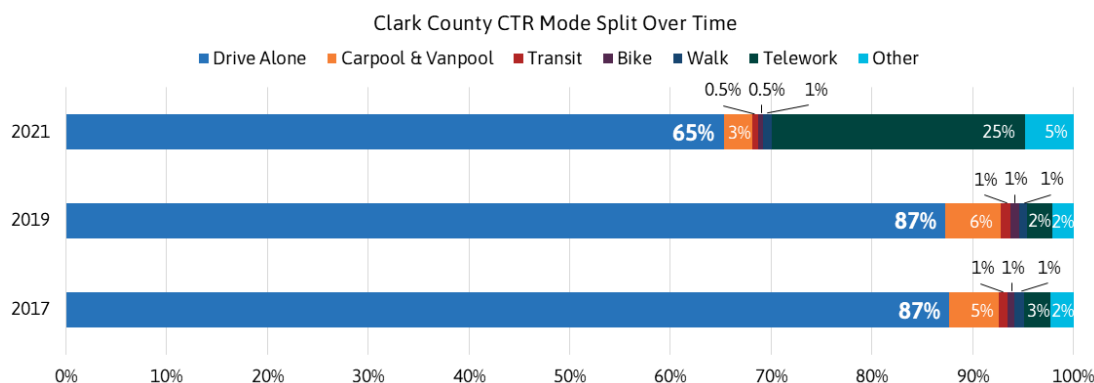


Figure 2 Clark County CTR Mode Split Over Time, data from the Commute Trip Reduction Survey.

Figure 2 describes the current drive-alone rate performance over time. Drive-alone rate performance is measured by biannual employee commute surveys at each affected worksite. Since 2017 drive-alone rates decreased for affected worksites. The weighted average drive-alone rate in 2021-2023 survey biennium was 65%. The primary contributor to this drive-alone rate reduction is telework. Teleworking increased from a 3% mode share in 2017 to 25% in 2021. The program is currently finishing the 2023-2025 survey biennium and final employee commute survey data will be available in July 2025.

Services and Strategies

To achieve the performance target, the City of Vancouver, acting as the Countywide CTR administrator, may employ strategies such as:

- Education to ensure transportation agencies, workplaces, and the public consider and understand TDM.

- Special transportation services for efficient transportation to special events.
- Transportation allowance for commuters rather than free parking.
- Maximizing transit service efficiency and effectiveness.
- Park and rides at urban fringe transit stops.
- Vanpool programs.
- Rideshare marketing and rideshare matching.
- Bi-state and regional commuter connections, including during construction disruptions.
- High-occupancy vehicle lane preference for transit and rideshare vehicles.
- Bicycle and pedestrian facility improvements.
- Bike lockers at transit stops and bike racks on transit vehicles.
- Guaranteed ride home programs to provide a limited number of free rides home for transit and rideshare commuters.
- Remote work from home to avoid commute trips.
- Alternative work hours, through flex time and alternative work weeks (e.g., four 10-hour days).
- Addressing security concerns of rideshare, transit, bicycle, and pedestrian commuters.
- Parking pricing for users.
- Mileage fees per mile, such as charges for road use and/or distance-based vehicle insurance and registration fees.
- Fuel tax increase.

Such TDM strategies will become increasingly important as travel demand in the region continues to grow, and transportation funding cannot not keep pace. TDM ensures an effective use of the current transportation system.

Alignment with plans

The City of Vancouver 2022 Climate Action Framework, 2023-2029 Strategic Plan, and 2024-2044 Transportation System Plan call for TDM and commute trip reduction to achieve climate, equity and safety goals. The Plan also aligns with the 2025 Downtown Access, Mobility, and Parking Plan, and the current 2035 Comprehensive Plan and future 2045 Comprehensive Plan. Additionally, the Plan aligns with C-TRAN and TriMet long-range plans. Finally, the Plan aligns with the statewide, regional, county, and Camas and Washougal CTR Plans.

Engagement

Public participation for the Plan was conducted through an online survey, employer conversations, partner interviews, and tabling at community events. The themes shared during public engagement include:

- More safe infrastructure and slower traffic speeds needed for people to want to bike, walk, carpool, or take transit to work. People and businesses want walkable communities to encourage shopping and gathering.
- Expand incentives and subsidies for transit and active transportation modes.

- Increase micromobility options like shuttles and bike and scooter share to bring more people directly to employment hubs, downtown, and main streets.
- Businesses and employees are concerned with impacts from the Interstate Bridge Replacement program.
- Consider expanding Commute Trip Reduction to small businesses and adults aging out of the workforce.

Next Steps

The Plan was submitted to the Southwest Washington Regional Transportation Council (RTC) for consistency review and to the Washington State Department of Transportation (WSDOT) TDM Technical Committee for compliance review. After review, RTC confirmed consistency in November 2024 and the WSDOT TDM Technical Committee confirmed compliance in January 2025.

After City Council action, the project team will finalize the implementation plan and move forward with priority strategies. Any future actions requiring changes to the Vancouver Municipal Code (VMC) will be presented to City Council separately for review and action.

Attachments

2025-2029 Vancouver Commute Trip Reduction Plan – approved by WSDOT

Staff Contacts:

- Kate Drennan, Transportation Planning Manager, kate.drennan@cityofvancouver.us
- Olivia Kahn, Travel Options Program Manager, olivia.kahn@cityofvancouver.us

City of Vancouver Commute Trip Reduction Four-Year Plan Update: 2025–2029

Benefits of CTR

1. Describe the local land use and transportation context and objectives.²¹

a. Describe the setting in the jurisdiction as it is today or will be in the near future.

Vancouver is growing and diversifying, putting increased pressure and fresh demands on the transportation system. A new waterfront district, increased multifamily development, great parks and schools, and significant job and business growth continue to attract people and investment to the city. Vancouver sits at a virtual crossroads shaped by the Columbia River and the West Coast’s major interstate, I-5, and is well-positioned to capture economic benefits from regional trade.

But growth can come with challenges. Vancouverites place a high priority on neighborhood livability as well as access to parks and schools. As more people live and work in Vancouver, concerns grow about congestion, safety, and displacement of people with lower incomes, communities of color, and renters.

Yet these desires—for both progress and preservation—do not need to be in conflict. Vancouverites have consistently shared their values—people want safe streets and comfortable and reliable ways to move within their neighborhood, city, and region. For some, that means better walking and rolling conditions; for others, that means better access to frequent transit or more reliable ways to drive.

As of 2023, Vancouver is home to 200,000 people and is the largest city in Clark County. Vancouver grew by 19% or 31,000 people since 2021. The median household income is \$63,600 and 97% of people are employed. Vancouver is diverse. 20% of the population speaks a language other than English at home. 12.7% live in poverty. 9.7% have a disability. 10% identify as LGBTQ. 6% are veterans. And 22% are under the age of 18.

b. Describe features of land use and transportation facilities and services that affect commuters.

The City of Vancouver measures 46.5 square miles with a population density of 4,000 residents per square mile in 2022. The downtown core sits west of I-5. Considerable growth is occurring between I-5 and I-205 in the Heights neighborhood and along Fourth Plain Boulevard. East of I-205, the Columbia Tech Center area continues to expand. Vancouver has an Urban Growth Area (UGA) that is larger than the city boundary. The UGA is an area designated for future growth and annexation to eventually become part of Vancouver. Upon annexation, the UGA will add 162,283 people, 30,000 jobs, and 732 miles of streets to the city.

c. *Describe whether and how commuting patterns have changed in the past few years.*

Safety continues to be a concern and crashes are on the rise. From 2010 to 2019, crashes increased 29% while the population only grew by 13%. During the pandemic, crashes declined 5% from 2019 to 2022, but safety remains a top priority for the community. Distraction and inattention make up the top two factors contributing to crashes across all crash types. Community roundtable participants who identify as BIPOC stated they are especially impacted by the danger of waiting for transit on nights and weekends.

While the City continues to build Complete Streets through the pavement program, there is still a long way to go. There are stretches with long distances between crossings, a lack of sidewalks on nine miles of arterial streets, and bicycle and small mobility facilities that end abruptly contribute to feelings of unsafe conditions. Bicycling across the city is not attractive for most people. Most of the existing designated bike and small mobility facilities are high-stress based on the width of the street, traffic volumes, and traffic speeds. The City sees an increase in ride hailing service but does not have operating agreements with vendors. The City does not have bikeshare or scooter share services in operation.

The City has a transit dependent population. In fact, C-TRAN ridership declined the least during the pandemic along routes like the Fourth Plain Vine that serve equity areas. Additionally, people who live in the eastern part of the city and who live in equity focus areas do not take as many trips to Downtown as people in other parts of the city.

In general, the average miles driven per person per day is declining, from 21.8 miles in 2000 to 14.5 in 2022. But overall vehicle miles traveled (VMT) continues growing within Vancouver as population expands, increasing by 1.2 million from 2005 to 2019. During the COVID-19 pandemic traditional rush hour volumes declined, but there has not been a uniform decrease in travel all day. In some parts of the city, travel activity has gone up, especially midday.

- d. *List the most important land use and transportation objectives from your city or county's plans that commute trip reduction most directly affects.*

To increase options for housing citywide, the City will propose and adopt revisions to its land use regulations (VMC Title 20) to allow a variety of housing types and sizes in low-density residential and other zoning districts and reduce or eliminate regulatory or procedural barriers to housing production when possible.

To facilitate transit usage, the City will increase the number of neighborhoods designed to allow safe, non-motorized travel by residents to transit facilities.

To improve the safety of our transportation and mobility systems for all residents, workers, and visitors. The City's Public Works Department will work in partnership with the Community Development Department to increase the number of miles of complete streets.

To support multiple convenient transportation options (community members have choices for transportation) and connections in all of Vancouver's neighborhoods, the Public Works Department will increase the miles of improved existing non-motorized facilities.

To support the goal of achieving carbon neutrality by 2040 for both municipal operations and the broader Vancouver community, the City will look at further investments and changes to municipal policies to reduce greenhouse gas emissions, especially in the highest impact areas of transportation and buildings, to achieve an 80% reduction in emissions by 2025 for municipal operations and an 80% reduction in emissions by 2030 for the broader community.

- e. *Describe critical aspects of land use and transportation that should be sustained and key changes that should be considered to improve commute trip reduction's contribution to the land use and transportation objectives you reference.*

The City of Vancouver 2022 Climate Action Framework, 2023-2029 Strategic Plan, and 2024-2044 Transportation System Plan are accelerating land use and transportation investments and improvements to meet climate, equity, and safety goals to make Vancouver the best place to live now and into the future. Goals oriented to increase housing density, build more complete streets for all ages and abilities, increasing accessibility standards with all programs all support commute trip reduction. Continued action and ongoing support are what will move the needle in more people traveling by non-drive-alone options.

²¹ Sources: The plan shall highlight the existing and future land use and transportation conditions and characteristics considered most critical by the jurisdiction and evaluate the degree to which existing local services, policies, regulations, and programs, as well as any documented future investments, will complement the trip reduction efforts of CTR employers. (WAC 468-63-040(2)(a))

The state intends for local jurisdictions to use information in existing plans and programs, such as the local comprehensive plan, unified development codes, the transportation improvement program, economic development plans, and others, as much as possible in order to develop the local CTR plan. (WAC 468-63-040(2))

2. Describe how the CTR program will help achieve the jurisdiction's land use and transportation objectives.²²

- a. Describe how and to what extent your CTR program will help your city or county achieve the land use and transportation objectives referenced in question 1.*

More employer engagement and encouragement to travel by clean and active modes are strategies within the City of Vancouver 2022 Climate Action Framework, 2023-2029 Strategic Plan, and 2024-2044 Transportation System Plan. Likewise, these plans call for dense housing which demands more transit and more multi-modal networks. Finally, for the transportation system to accommodate more people living in Vancouver and work efficiently and sustainably, we need people to travel by non-drive-alone modes and we need people to live in more dense transit-oriented housing with less parking.

3. Describe how the CTR program will help achieve the jurisdiction's environmental objectives.²³

- a. Describe how the CTR program will support jurisdiction greenhouse gas emission reduction efforts.*

Every drive-alone commute trip that switches to transit, carpool, vanpool, bike, walk, compressed work week or telework eliminates or lessens the greenhouse gas emissions that would have been generated by the drive-alone trip.

- b. Describe how the CTR program will support jurisdiction environmental objectives in addition to greenhouse gas emission reductions.*

The City of Vancouver measures and reports greenhouse gas emissions through the Climate Action Framework. As drive-alone trips shift to transit, carpool, vanpool, bike, walk, compressed work week and telework the demand for new roads decreases and more land can be left natural to improve air quality.

4. Describe how your CTR program will help achieve regional and state objectives.²⁴

- a. Summarize the local, regional, and state benefits that would be gained if you achieve your CTR targets.*

More employer engagement and encouragement to travel by clean and active modes are strategies within the Draft 2025-2029 Statewide CTR Plan and 2024 Clark County Regional Transportation Plan. Likewise, these plans call for dense housing which demands more transit and more multi-modal networks. Finally, for the transportation system to accommodate more people living in the region and work efficiently and sustainably, we need people to travel by non-drive-alone modes and we need people to live in more dense transit-oriented housing with less parking.

²² Source: *The local CTR plan shall describe how the CTR program will help achieve the jurisdiction's broader land use and transportation goals. (WAC 468-63-040(2))*

²³ Source: *The legislature also finds that increasing automotive transportation is a major factor in increasing consumption of gasoline and, thereby, increasing reliance on imported sources of petroleum. Moderating the growth in automotive travel is essential to stabilizing and reducing dependence on imported petroleum and improving the nation's energy security (...) The intent of this chapter is to require local governments in those counties experiencing the greatest automobile-related air pollution and traffic congestion to develop and implement plans to reduce single-occupant vehicle commute trips. (RCW 70A.15.4000)*

²⁴ Sources: *In their local CTR plans, local jurisdictions shall communicate what local, regional, and state benefits would be gained if the established targets were achieved. Benefits may include but are not limited to:*

Regional transportation planning organizations (RTPOs) and WSDOT shall provide applicable data, if available, to assist this analysis. (WAC 468-63-030(3)(c))

The plan shall also discuss cross-boundary issues, such as passthrough commute patterns or larger regional issues, and how these affect the local CTR plan. (WAC 468-63-040(2)(a))

b. List adjacent CTR-affected cities and counties.

City of Camas, City of Washougal, Clark County

c. Describe the top few cross-border and regional transportation issues that affect your jurisdiction.

Connecting the region is a priority for Vancouver as half of the people that live in Vancouver and Clark County commute south to Oregon for work. The Washington State Commute Trip Reduction program and law does not reach or affect employers in Oregon, which is a big limitation for our region. The City's designated freight corridors are all operating above target travel speeds, which is a priority for the Port of Vancouver and the regional economy. The region must make new regional connections to the Portland International Airport to reduce commute trips and travel trips from increasing airport travel. Active transportation facilities and capital investment to support biking, walking, and taking transit are inconsistent across the region. Commuters don't realize when they are moving through the regional that they are in a new jurisdiction and suddenly their facilities disappears or is inconsistent.

d. Describe the strategies you, adjacent cities and counties, and your region have agreed to use to address the top issues described in the previous bullet.

The City coordinates and works regularly with both WSDOT and Oregon Department of Transportation (ODOT) on bus-on-shoulder-lanes on I-5 and I-205 north and south of the Columbia. The City meets quarterly with Oregon Metro, the regional metropolitan planning organization, on the regional travel options program. The City implements GetThereSWWashington.org to promote carpooling matching, trip planning, and earning rewards. GetThereSWWashington.org is a subnetwork of the GetThereOregon.org platform that ODOT administers. The City of Vancouver Public Works department regularly meets with the Port of Vancouver to meet freight travel reliability. The Cities of Camas, Washougal, and Vancouver, and Clark County regularly meeting to coordinate on construction and transportation system improvements. Finally, RTC, Clark County and the ities of Camas, Washougal, and Vancouver are working together to come up with a plan for airport travel via

Performance targets

5. List your jurisdiction's CTR performance target(s).²⁵

- a. List performance targets that reflect only CTR-affected worksites.*

The City adopted the state's performance target of a weighted average drive-alone rate of 60 percent or less for CTR-affected worksites at the jurisdictional level.

- b. List any additional performance targets.*

None.

6. List the base value you'll use for each performance target.²⁶

- a. For each performance target, provide the number you'll use as the baseline (or starting number). You'll measure the difference between this number and your results to report performance.*

Performance targets will be tied to the CTR survey. We will establish a base value during the 2023-2025 survey cycle and measure progress using the 2025-2027 survey results.

7. Describe the method you used to determine the base value for each target.

- a. Provide the source for each base value listed.*

Performance targets will be tied to the CTR survey. We will establish a base value during the 2023-2025 survey cycle and measure progress using the 2025-2027 survey results.

8. Describe how you'll measure progress toward each target.

- a. List the method you'll use to measure progress for each target.*

We will measure progress using the 2025-2027 survey results.

²⁵ Source: The plan shall establish the jurisdiction's CTR goals and targets. (WAC 468-63-040(2)(b))

²⁶ Source: The plan's measurement methodology shall be consistent with the measurement guidelines established by WSDOT and posted on the agency's website. (WAC 468-63-040(2)(c))

9. List your jurisdiction's CTR-affected worksites.²⁷

a. List all your CTR-affected sites.

- Banfield Pet Hospital Vancouver Headquarters
- Bonneville Power Administration Dittmer Control Center
- Bonneville Power Administration Van Mall
- Bonneville Power Administration Construction Services
- Charter Communications Call Center (VCOE)
- City of Vancouver City Hall
- City of Vancouver Fire Station 5
- City of Vancouver Firstenburg Community Center
- City of Vancouver Marshall Community Center
- City of Vancouver Operations
- City of Vancouver Vancouver Police Department West
- Clark College Vancouver
- Clark County Public Service Center
- Clark County Health Department
- Clark County Public Works
- Clark Public Utilities Electric Center
- Clark Public Utilities Operations Center
- Columbia Credit Union Vancouver
- Columbia Machine Vancouver
- Frito Lay Vancouver
- Hewlett Packard Vancouver
- Kaiser Permanente Salmon Creek Medical Office
- Kaiser Permanente Cascade Park Medical Center
- Legacy Salmon Creek Hospital Medical Center
- Molecular Testing Labs Vancouver
- nLight Corporation Vancouver
- PeaceHealth Shared Services Center
- PeaceHealth Southwest Medical Center
- PeaceHealth MacArthur
- PeaceHealth Physicians Building (505 Building)
- Roadmaster Inc. Vancouver
- SEH America, Incorporated Vancouver
- The Columbian HQ
- The Vancouver Clinic Washington Remote
- The Vancouver Clinic Evergreen
- The Vancouver Clinic The Vancouver Clinic
- The Vancouver Clinic Columbia Tech Center
- The Vancouver Clinic Salmon Creek & Salmon Creek 2
- UL LLC Vancouver
- US Digital Vancouver
- US Federal Highway Administration Western Federal Lands Highway Division (WFLHD)
- VA Medical Center Veterans Administration Medical Center
- WA State Dept. of Social and Health Services Columbia River CSO
- WA State Dept. of Social and Health Services Vancouver - DCS
- WA State Dept. of Transportation SW Region Headquarters
- Washington State University Vancouver Campus
- Zayo Group Vancouver One
- ZoomInfo Vancouver

10. List a performance target for each CTR-affected worksite.²⁸

- a. For any performance targets tied to the CTR survey, indicate that you'll establish performance targets during the 2023-2025 survey cycle.*

The City adopted the state's performance target of a weighted average drive-alone rate of 60 percent or less for CTR-affected worksites at the local level.

11. List the base value you'll use for each site.

- a. For any performance targets tied to the CTR survey, indicate that you'll establish a base value during the 2023-2025 survey cycle.*

Performance targets will be tied to the CTR survey. We will establish a base value during the 2023-2025 survey cycle and measure progress using the 2025-2027 survey results.

²⁷ Source: The plan shall also identify the major employer worksites, including affected state agency locations, within the jurisdiction's affected urban growth area and any major employment installations. (WAC 468-63-040(2)(e))

²⁸ Source: The plan shall describe the base year values and numerical targets for each major employer worksite required to participate in the CTR program. (WAC 468-63-040(2)(b))

Services and strategies

12. Describe the services and strategies your jurisdiction will use to achieve CTR targets.²⁹

Strategies may include but are not limited to:

- Education to ensure transportation agencies, workplaces, and the public consider and understand TDM.
 - Special transportation service for efficient transportation to special events.
 - Transportation allowance for commuters rather than free parking.
 - Maximizing transit service efficiency and effectiveness.
 - Park and rides at urban fringe transit stops.
 - Vanpool programs.
 - Rideshare marketing and rideshare matching.
- Bi-state and regional commuter connections, including construction management.
- High-occupancy vehicle lane preference for transit and rideshare vehicles.
- Free transit zones in commercial centers.
- Bicycle and pedestrian facility improvements.
- Bike lockers at transit stops and bike racks on transit vehicles.
- Guaranteed ride home programs to provide a limited number of free rides home for transit and rideshare commuters.
- Remote work from home to avoid commute trips.
- Alternative work hours, through flex time and alternative work weeks (e.g., four 10-hour days).
- Addressing security concerns of rideshare, transit, bicycle, and pedestrian commuters.
- Parking pricing for users.
- Road pricing such as road tolls and congestion pricing.
- Mileage fees per mile, such as charges for road use and/or distance-based vehicle insurance and registration fees.
- Fuel tax increase.

Such TDM strategies will become increasingly important as travel demand in the region continues to grow and transportation investments do not keep pace. TDM strategies can help preserve transportation system capacity.

13. Describe how jurisdiction services and strategies will support CTR-affected employers.³⁰

- Implementing parking management strategies will help transition employees from thinking there is unlimited free parking right at their destination. Reducing the amount of land needed to serve surface parking will allow land to be used for other high-priority uses such as expansion of housing stock. Decoupling parking minimums from housing development will support affordable housing and minimize growth in real estate costs.
- Funding carpool matching and emergency ride home helps employers comply with municipal code and promotes the program goals. Funding campaigns and events to promote the platform and program increases awareness and engagement. The more people that know about the platform and program the more support employers have for implementing excellent commuter benefits.
- Offering transit subsidies and incentives gives employers a tool to encourage transit and travel options to employees. This will directly increase transit use, particularly among choice riders.
- Provision of a business access and transit lanes lane for the bus rapid transit line will speed up bus rapid transit trips, increase travel time reliability and make transit more attractive. The City is committed to transit-supportive infrastructure on our enhanced transit modal network and providing strong connections toe regional growth centers and nodes. BRT or “The Vine” is progressing rapidly in Clark County. C-TRAN currently has The Vine on Fourth Plain and Mill Plain and is planning for The Vine on Highway 99 to being in 2027.

14. Describe barriers your jurisdiction must address to achieve CTR targets.³¹

a. Describe how you'll address these barriers.

Infrequent transit service: Most CTR-affected worksites are located near a C-TRAN bus route; however, transit service is infrequent, sometimes only coming once an hour. It is often two or three bus connections to get an employee to work via bus at a CTR-affected worksite. **How addressing:** The City works with C-TRAN to provide feedback on bus service to major employers. Feedback from the 2025-2029 CTR Local Plans is incorporated into the C-TRAN 2045 planning process. Campaigns and promotions to educate and encourage people about bus routes, park and rides, and multi-modal transportation can help some people make transit work for their commute.

Disconnected active transportation facilities: Active transportation facilities are increasingly available for employees to use to get to work. Many CTR-affected worksites are located near a bicycle and small mobility lane or multi-modal path, but the system of protected facilities is incomplete and there are difficult connections. **How addressing:** The City leverages The 5 E's - Education, Encouragement, Enforcement, Evaluation, and Engineering to create a transportation system for all ages and abilities. The City's Complete Streets Program works to build facilities for all ages and abilities every time a street gets repaved. Vancouver is creating new social norms about how people can get around town. Multi-modal travel, using transit and bikes/e-bikes gets people around fast and efficiently. Campaigns and wayfinding are key priorities to communicate these new social norms to community members.

Lack of micromobility and shared active transportation options: Vancouver does not have bikeshare, scootershare, or carshare for people to use. **How addressing:** The City outlines micromobility and shared transportation options as a priority in the 2024-2044 Transportation System Plan. The City is actively seeking grant funding to plan for programs. The City is actively building more bicycle parking to accommodate a bikeshare system and is completing a downtown parking plan to study other shared transportation options and the impact on parking supply/demand.

Disconnect between telework and employer participation: Many employers post-COVID offer hybrid and remote work where employees infrequently come into the physical worksite location. Since employees are not commuting, employers do not understand why they need to participate in the Commute Trip Reduction program. **How addressing:** City staff educate employers on the CTR requirements and how remote work is an excellent commute trip reduction strategy. City staff work to make the program as easy and simple as possible for CTR-affected worksites where remote work is used frequently.

Primary commuter destination is Oregon, outside of jurisdiction: Local streets where a CTR-affected worksites are located see little congestion. Employees do not sit in traffic to CTR-affected worksites in Vancouver and Clark County. Commute related congestion is concentrated on I-5 heading south in the morning – mostly to worksites and employers located in Oregon. **How addressing:** The City hosts GetThereSWWashington.org to promote bi-state commuter connections and connect carpoolers. The City is researching additional marketing strategies to boost enrollment and engagement with the platform. The City is also researching a pre-tax commuter benefits ordinance that would affect businesses with 20 or more employees that live or work in Vancouver. This ordinance would expand the affected businesses to Oregon and bring more commuter benefits to people who live in Vancouver and Clark County and travel to Oregon for work.

High employee transportation coordinator turnover and lack of worksite support: Designation of an employee transportation coordinator is the responsibility of the CTR-affected employer. Often these duties are tacked onto a wholly unrelated job with no internal support. It is challenging for City staff to identify new ETCs and engage worksites after ETC turnover. **How addressing:** City staff will support employee transportation coordinators through monthly check-ins and an annual worksite audit. In addition, the City staff will host a quarterly networking meeting for employee transportation coordinators to share their experiences and solutions.

15. Describe the transportation demand management technologies your jurisdiction plans to use to deliver CTR services and strategies.

C-TRAN and employee transportation coordinators use the GetThereSWWashington.org platform to form carpools and vanpools, to track their use, and to promote and incentive non-drive-alone modes. They use the state's CTRSurveyTool.org to conduct worksite surveys and complete program reports. They use Lyft to administer the Emergency Ride Home program for employees. The Transit app is C-TRAN's preferred transit tracking and trip planning tool and is promoted throughout the program. Ride with GPS and Strava are heavily used by bicycle commuters and are promoted as the preferred bike trip planning tool by employee transportation coordinators.

16. Transcribe or link to your local CTR ordinance.³²

See ordinance attached. No changes are needed but may be explored to increase effectiveness.

²⁹ Source: The plan shall describe what local services and strategies will be implemented to achieve the plan's goals and targets, and how these services and strategies will support the CTR programs of major employers. Strategies may include, but are not limited to: (i) Modifications of local policies and regulations, including the transportation concurrency system, street design standards, parking, and zoning; (ii) Investments in services and facilities, including transit services, nonmotorized facilities and amenities; and (RCW 70.94.527(5))(iii) Marketing and incentives. Transit agencies shall work with counties, cities and towns as a part of their six-year transit development plan established in RCW 35.58.2795 to take into account the location of major employer worksites when planning and prioritizing transit service changes or the expansion of public transportation services, including rideshare services. (WAC 468-63-040(2)(d))

³⁰ Source: The plan shall describe ...how these services and strategies will support the CTR programs of major employers. (WAC 468-63-040(2)(d))

³¹ Source: The plan shall evaluate the existing barriers to the success of the CTR program and identify how the jurisdiction and its partners can overcome these barriers. (WAC 468-63-040(2)(a))

³² Source: The plan shall describe the requirements for major employers that will be outlined in the local ordinance. (WAC 468-63-040(2)(e))

17. Describe your financial plan.³³

- a. Describe the estimated average annual costs of your plan.*

The average annual costs of the City of Vancouver Commute Trip Reduction Plan are \$142,900.

Activity	Estimated average annual cost
Employer engagement*	\$47,900
Commute Trip Reduction 4-year plan	\$20,000
Performance Reporting**	\$30,000
Administration***	\$45,000
Total	\$142,900

*Includes identifying worksites and employee transportation coordinators, conducting training, providing technical assistance, offering incentives and tools, and reviewing employer CTR plans.

**Includes worksite surveys and program reports administration, analysis, and reporting.

***Includes financial and program management; CTR for city employees, involvement in comprehensive, regional transportation, transit planning, parking demand management; transportation demand management technical assistance to capital projects, parking services, climate office, human resources, etc.

- b. Describe likely funding sources, public and private, to implement your plan.*

The funding sources include biennial Commute Trip Reduction formula funding from the Washington State Department of Transportation.

18. Describe your implementation structure.³⁴

- a. Describe who will conduct the activities listed in your plan.*

Activities will be conducted by, but not limited to, the City of Vancouver, transportation management association, and contractors.

- b. Indicate who will monitor progress on your plan. List job title, department, and name.*

Transportation Demand Management Coordinator, Community Development, Olivia Kahn.

19. List your implementation schedule.³⁵

a. Provide the timeline for anticipated projects.

1 st Biennium – July 2025 to June 2027	2 nd Biennium – July 2027 to June 2029
Provide commute and other employee transportation coordinator services to employees.	Provide commute and other employee transportation coordinator services to employees.
Identify worksites and employee transportation coordinators.	Identify worksites and employee transportation coordinators.
Train and provide technical assistance to employee transportation coordinators.	Train and provide technical assistance to employee transportation coordinators.
Review employer CTR plans.	Review employer CTR plans.
Assure worksite surveys and program reports are completed by worksites.	Assure worksite surveys and program reports are completed by worksites.
Conduct financial and program management.	Conduct financial and program management.
Engage in comprehensive, regional transportation and transit planning.	Engage in comprehensive, regional transportation and transit planning.
Provide transportation demand management technical assistance to capital projects, parking services, climate office, human resources, etc.	Provide transportation demand management technical assistance to capital projects, parking services, climate office, human resources, etc.
Support bicycle parking implementation program.	Support bicycle parking implementation program.
Support pre-tax commuter benefits ordinance.	Develop 2029-2033 four-year CTR Local Plan.

20. Describe the CTR plan for jurisdiction employees.³⁶

- a. *Describe the services, programs, information, and other actions your city or county put in place to help its employees reduce their drive alone commute trips.*

The City of Vancouver is a regional leader in providing commuter benefits to its employees. In December 2022, after extensive community and stakeholder engagement, City Council approved a resolution to adopt the City's Climate Action Framework, a roadmap to support a just and equitable transition to community-wide carbon neutrality by 2040 and to build the City's resilience to the impacts of climate change. The following greenhouse gas (GHG) reduction goals guide our work:

- An 80% reduction in GHG emissions by municipal operations by 2025.
- An 80% reduction in GHG emissions by the Vancouver community by 2030.
- Carbon neutrality by both municipal operations and the Vancouver community by 2040.

The City of Vancouver Commute Trip Reduction (CTR) Benefit is administered through Human Resources with support from the TDM Coordinator in Community Development. As of June 2024, April Stinson is the Employee Transportation Coordinator for the City of Vancouver.

In 2022, the City embarked on a commuter benefits evaluation to enhance the City's commuter benefits package to better encourage non-drive-alone modes to get to work. Moreover, the City implemented telework agreements with 467 employees across 12 departments and is further evaluating how more employees that can work from home, have access to do so.

The City offers employees the option to choose either a monthly cash stipend or a 100% subsidized monthly transit pass if they commit to using it for at least 50% of their physical commute to work (not including telework or remote workdays). In June 2023, the City increased the commute stipend from \$25 to \$75 per month and increased the transit pass from a local to a regional monthly pass, to include the Tri-Met buses and light rail in Portland and beyond. On top of that, the City has been piloting a \$5 daily cash bonus for employees who do not drive alone and park at the office since June 2023. The daily cash bonus is intended to support employees during parking rate changes in Downtown Vancouver, in addition to meeting the Climate Action Framework goals.

In addition to the monthly cash stipend and 100% subsidized bus pass, the City offers:

- Intranet to centralize all commuter benefits and commute options information.
- Quarterly communications in City newsletter and publicize challenges and campaigns.
- Secure bicycle parking and showers and lockers.
- Emergency Ride Home program with Lyft.
- Carpool matching and trip logging platform through GetThereSWWashington.org.
- Carpool parking permits and priority parking.
- Bus passes for employees who do not already have a bus pass and choose to travel by bus/transit for meetings and workday travel.

Finally, the City administers the CTR survey to all City worksites, not just those with 100 or more employees. The City also completes the biannual program report and reports annually to Council leadership on Employee Commute performance metrics. The City is a leader in CTR amongst employers in the Clark County Commute Trip Reduction program.

21. Describe how the CTR plan for jurisdiction employees contributes to the success of the overall plan.³⁷

a. Describe how the plan for jurisdiction employees reinforces the success of the jurisdiction plan?

Actions in the city-as-employer plan and strategies like the Climate Action Framework indicate the City's commitment to Commute Trip Reduction. The City uses the jurisdictional plan as the guidebook for what the City should be offering for commuter benefits. The City strives to offer the best and most encouraging commuter benefit to City employees to lead by example and prepare other employers for the new normal in commuter benefits offerings in Southwest Washington. The City actively participates in forums to foster relationships and share knowledge and best practices with employee transportation coordinators.

³³ Source: The plan shall describe the funding revenues from public and private sources that are reasonably expected to be available, as well as the expected costs, to implement the plan and achieve its goals and targets. (WAC 468-63-040(2)(g))

³⁴ Source: The plan shall describe how the various strategies identified in the CTR plan will be implemented, either by the local jurisdiction, its partners, or its contracting partners... (WAC 468-63-040(2)(h))

³⁵ Source: The plan shall describe ...when the elements of the plan are expected to be implemented. (WAC 468-63-040(2)(h))

³⁶ Source: The plan shall also describe the program that the local jurisdiction will offer to its employees. (WAC 468-63-040(2)(e))

³⁷ Source: The plan shall also describe the program that the local jurisdiction will offer to its employees and how this contributes to the success of the overall plan. (WAC 468-63-040(2)(e))

Alignment with plans

22. List the transit agencies that provide service in your jurisdiction.

- C-TRAN is the transit service provider in Clark County.
- Tri-Met provides transit service south of the Columbia River in Portland and the metro region. Many commuters use the Tri-Met system to connect to C-TRAN.

23. List the transit plans you reviewed while developing this plan.

- C-TRAN 2030 long-range plan
- C-TRAN 2045 long-range plan (in development)
- TriMet Vision 2030 Business Plan FY2025 – FY2029

24. Describe how this CTR plan supports the transit plans.

Employer engagement and promotion: Increase the use of transit, especially among choice riders, and increased availability of subsidized transit passes and commuter benefits.

Engagement in the planning process: Increases awareness of and support of travel options.

Incentives: Increases visibility to the CTR program and offers a “carrot” for employees to provide a benefit.

Marketing: Increases awareness of transit options.

Parking management strategies: Reduces and manages the supply of parking with parking minimums/maximums and market-rate pricing.

25. Describe any comprehensive plan updates that are needed and when they will be made.³⁸

The desire for sidewalks, bikeways, trails, pedestrian crossing, bicycle and small mobility parking, parking management strategies like minimums/maximums will be considered in the next Comprehensive Plan update.

³⁸ Source: The local jurisdiction shall review the local comprehensive plan to ensure that it is consistent with the local CTR plan. If the local jurisdiction determines that the local comprehensive plan needs to be updated or amended to be consistent with the local CTR plan, the local jurisdiction shall identify in the local CTR plan what changes may be needed and when the changes will be made. (WAC 468-63-040(1)(c))

Engagement

26. Describe stakeholder engagement.³⁹

a. Who did you talk to?

The CTR program administrator organized the following engagement strategies to gather community and stakeholder input to inform the plan:

- Clark County CTR Program Feedback Survey
- Conversations with stakeholders and vulnerable groups
- Conversations with CTR-affected employers and their employees
- In-person engagement activities like tabling events, resources fairs, farmers markets and more

The topics included: opportunities and barriers to commute options, strategies and programs local jurisdictions can offer to promote non-drive-alone travel options, and general education on the CTR Program and its requirements.

b. When did you talk to them?

Engagement occurred over the course of five months between April 2024 and September 2024. The below table lists each engagement activity, who we talked to, when we talked to them, and what they had to say.

Engagement Activity	Date	Summary
Clark County Commute Coaching	October 2023 to October 2024	• Great interest in bicycle and small mobility riding and rolling. • Concerns with vehicle speeds and safe crossings. • Transit safety concerns. • Concerns with buses being canceled and the elimination of local transit routes. • Lack of knowledge and understanding of Transit App for real-time transit info. • Concerns with the verification process of the online carpool matching. • Great interest in incentives and subsidies for taking non-drive-alone modes. • Need for more information and communication about the program and benefits. • Desire for employers to provide commuter benefits to all employees, including temporary and contractors. • Desire for more bicycle parking, including secure bicycle parking that is out of the weather. • The weather and dark winters make it challenge for even all-weather bikers to continue riding. • Transit offers a time and space to rest your body and mind, and connect with your community.
Clark County Public Utilities Employee Engagement	April 2024	• Interest in how electric vehicles can be incorporated into the program. • Desire for EV charging. • Desire for more bicycle parking.

Multicultural Resource Fair	June 2024	• Spoke to many families, youth, and community members at large about the transportation options available to them. • Gave out a multitude of reflective ankle bands and a few rechargeable bike lights. • Interest in the bike garden and more safe biking areas for people learning to ride. • Concerns with the safety of carpool matching on Get There (the inability to background check). • Youth excited for C-TRAN Youth Opportunity Pass. • People have bikes but lack protective gear or locks. • Desire for a Bike Basics Class.
Vancouver Farmers Market	June 2024	• Concerns with speeding and traffic noise pollution. • Concerns with lack of enforcement. • Confusion about trip planning app vs web platform. • Desire for more wayfinding. • Desire for more bicycle and small mobility infrastructure like protected bike lanes and trails.
Vancouver City Council Workshop – Transportation Demand Management Programs Update	June 2024	• Interest in how TDM program incorporate accessibility. • Interest in how we can expand and sustain telework rates as they appear to be the most effective in our region for decreasing drive-alone rates. • Affirmation that employer engagement and commute trip reduction benefits and programs are critical to achieving climate, safety, and equity goals. • Desire for more programs that offer heavily subsidized or free transit passes.
Heights Bike Garden Opening	June 2024	• Provided information about Complete Streets, GetThereSWWashington.org, the Comprehensive Plan Update and bicycle safety information. • Distributed reflective ankle straps and light up reflectors. • Discussed bike and pedestrian safety with event attendees, including adults and children and how various transportation projects are helping improve safety throughout the city and Clark County.
East Vancouver Neighborhood Convening	June 2024	• Neighborhood associations shared information about organization management, fundraising, collaboration on events, and more. • Neighborhood associations heard a citywide update from communications staff. The update included the travel options program, GetThereSWWashington.org, and complete streets throughout East Vancouver.
Downtown Vancouver Parking Small Group Discussion	June 2024	• While there might be an abundance of available parking in downtown Vancouver, it feels like there is not parking for people. • Many people feel driving is the only option to get downtown; waterfront is often over 80% occupied and there is no transit service. • City is pedestrian friendly downtown, and we are ahead of some places, still a lot to do. • Enforcement for ADA parking compliance needs to be more costly. • Curb access for people using mobility devices and safe loading spaces for paratransit services.

		• How are ADA spaces prioritized and maintained for events in downtown. • Fix the streets/crossing to make it easier to roll / use mobility devices. • People want pedestrian only spaces, the ability for artists to perform and gather, and more accessible parking. • People want more safe and secure bicycle and small mobility parking in downtown. • Need 8 feet of clearance to unload out of an ADA vehicle (rear and ride). • Need notification of curb repair/redesign/maintenance. • Be mindful of what all is on the curb (sandwich boards, etc.) and where the bike racks are placed, do they make the sidewalk inaccessible to people with a mobility concern.
C-TRAN	July 2024	• Weigh the proximity of employers and transit services. • Target the main corridor employers such as Main St, Mill Plain, and Fourth Plain. • Highway 99 outreach. • Invest in education and outreach. • Travel Options brochure (GTSWWa). • Education on the Transit App. • Increase vanpool groups. • Coupons and subsidized passes for rideshare. • Alleviate the uncertainty through social media. • Use the Travel Training program. • Support our mission to ramp up ridership. • Mailers, face-to-face engagement, field trips and more engagement. • Add GTSWWa Information on C-TRAN website. • GTSWWa Channel Card in C-TRAN
Downtown Camas Association	July 2024	• We need more carpool parking, affordable parking for customers, light rail from Portland, more frequent transit to Downtown Camas, shuttles for events, and in general more positive messages around transit. • Port of Camas/ Washougal lost business because of lack of transportation especially at early/ late hours for swing shift staff. • 'Leak to Vancouver' shopping and dining because it is easier to go west than it is to go south to Downtown Camas • We need to focus on where we can we make the most impact on people's commutes. For example, transit to the Port of Vancouver, major events like the Farmers Markets, and major employers and commercial districts. • Need more engagement at community events to spread information and include in newsletters.
Community in Motion	July 2024	• The issue is the infrastructure: bike lanes are unsafe, bus stops are too far apart, and need better infrastructure. • Use social media, make transit exciting, lower the barriers, lessen the stigma. • Insulated grocery bags are a useful giveaway.

		• Create incentives, education, events, carpool information to work with local businesses. • Guided bus tours to shopping and grocery centers for vulnerable groups. They don't use Instacart.
Chamber of Commerce	July 2024	• People are open to travel options but concern with safety, safety issue with loitering along bus lines. • Many communities never had to take public transit. • Commuting from Brush Prairie and other more suburban and rural communities is nearly impossible. Many communities do not have frequent service. • Mental Health concerns to telework. • Activating the community to shop and be active in local resources and downtown while also lessening travel trips. • Concerns with IBR and the duration of construction and impacts on local businesses. • Education (giving opportunities and tours/teambuilding opportunities), more Travel Training • Creative rideshare services like circulator shuttles parked around downtown for businesses, a moveable shuttle shoppers. • Parking faraway means more consumer activation. • Main street should be walkable as the mall. • Collab with Chamber/ Gameify keeping cars at home. • "Community Currency" 75+ Companies as incentives to encourage spending money in the community, merchant gift certificates on our travel prizes, opportunities for corporate packages
Summer Fest Picnic in the Park	July 2024	• Community engagement with many individuals and families highlighting travel options, IBR, C-TRAN youth opportunity pass, New Movers Program, bike safety, and asking folks about their commutes. • Many expressed excitement for the C-TRAN youth opportunity pass, not knowing their kids could ride public transit for free. And many adults were eager to know how to utilize HOP pass and Mobile Wallet to pay their bus fare. • Many expressed a desire for a bridge or a ferry on either side of I5, Troutdale to Camas and St. Helens to Ridgefield. • Community comments: ○ Bike/ bus lanes underutilize the space ○ Morelight rail and streetcar to outer towns and Portland would be helpful (but not just to Downtown) ○ More carpool lanes ○ Charging stations at libraries ○ Free public transit ○ Pothole repair: We had one person asking where to file a claim against the City for a pothole that damaged their car ○ More cleaning and sidewalk maintenance ○ 'The Current' is confusing and isn't consistent to its location jurisdiction.

		○ Bike lane barriers zebra ziclas are “overrated, overpriced, and dangerous to bikers” ○ City needs to update cycling maps (2019) ○ Community wants more sharrows and more wayfinding signs ○ Feedback card that says “second chance housing options, more unique veteran programs, and shelters for whole families and pets” ● Overall, very good engagement, gave out lots of waters and prizes. Connected with realtors about New Movers program, and families about the Vancouver Heights Bike Garden. Hoping for more little cyclists to join the ranks.
CTR Employer Small Group Discussion	July 2024	● Top priority for ETCs in attendance was equity (ensuring all members of our community have adequate, safe access to commute options). ● Their second priority was transportation safety with traffic congestion being a close third. ● ETCs top priority investment from local jurisdictions was to support employers with telework and hybrid work options. Their second top priority was for local jurisdictions to build more safe infrastructure for walking and biking. ● When asked what would help people drive-alone less, ETCs in attendance said overwhelmingly more frequent, reliable, and accessible public transit service. ● When asked what would get people to talk commute options more, ETCs in attendance said a cash stipend for not driving-alone to work.
Rose Village Neighborhood Picnic	August 2024	● Staff attended the Rose Village Neighborhood Association Picnic in the Park event. ● We met with many community members, organizations, and religious groups. ● These included: volunteers and patrons of River City Church. Organizers of Fourth Plain Forward and the Board of Rose Village Neighborhood Association, Karen Morrison from Odyssey World, Vancouver Bee Project, many neighbors within Rose Village. ● Parking concerns in Fruit Valley. ● We spoke to Marie Gluesenkamp-Perez about the TMC Community Forum. ● We spoke with many neighbors about the Current as their (one and only) public transportation option in their neighborhood but many seemed excited about the prospect of a \$1 uber. ● We spoke with one community member who drives and uses a mobility aid who would like to take public transit more but there is a massive hill on 39th Street to get to the closest bus stop and a lack of sidewalks in their neighborhood, so they often opt to drive instead. 29th and 33rd Streets underdeveloped "sharrows" were brought up along with high speeds of vehicles through those corridors creating an unsafe experience for bikers and their families.

		• Mark, a board member, was disappointed at the removal of C-TRAN routes from and around Rose Village including route 240 along with several others.
City of Camas	August 2024	• Align with TSP to provide more multi-modal access; want people to make short trips by biking, walking, rolling, and taking transit. • Safety and more protected infrastructure for people to bike, walk and roll needs to be addressed for people to feel comfortable taking travel options. • Remove barriers for ADA access. • Camas workers commuting to and from Vancouver, Portland need better travel options. • Good network of property for commuting and recreational use, North Shore Construction, and land use. A lot of people recreate in Camas using bike trails for recreation but not commuting, why? • Stipend for retirement funds for generations closer to retirement for carpool/ transit users. • Invest in community activities in lieu of working from home; invest in community events to spread the word about travel options. • Increase incentives to encourage more carpool matching and increase marketing of GetThereSWWashington.org. • Increase bicycle parking at farmers markets, community events, parks, and other gathering spaces. The region desperately needs more bicycle parking.
Vancouver Downtown Association	August 2024	• Safety; making sure all folks have safe, accessible, direct routes and wider sidewalks with reliable, consistent, and convenient transportation. • Education and culture shift; educate and target suburban community in region. • Offer a free trial to taking travel options. • Carpool matching and incentives. • More rural direct access for community member that live farther from daily needs.
Clark Bicycle & Pedestrian Advisory Committee	August 2024	• Safety and major concern for high injury bike/ ped networks. There is a lack of protected places to ride your bike, so a lot of people are riding right next to cars going a high speed. This creates a high-stress network for people biking and walking, and driving. • We need more safe and comfortable infrastructure. • There is a lack of connectivity in the street network and funneling traffic to major roadways, which creates safety and congestion concerns. • We need more bicycle parking in Clark County. • There needs to be more education of travel options to community members. Mailers, marketing, event invites, school-based education, and more.
Washington State School for the Blind	August 2024	• C-TRAN cancels trips a lot and often it is not reflected on their website or transit. Invest in Uber/ Lyft vouchers for cancelled trips. • There should be express service and better connection between Longview/ Kelso (include casino) for our

		students that live in those areas as well as commuters from Northern cities. • Cowlitz county has a bus that comes from Longview/ Kelso, but it is very few and far between. • Commuting to the train station is difficult, confusing, dangerous, and tiresome for all people but especially those who are blind/ low vision. We need regional investment to increase access to the train station. • We need more express buses from Vancouver mall and other major hubs in Clark County. • "I like The Current. Needs expansion." • C-TRAN needs to work harder to get people there faster, it takes longer to wait for the 60 then to walk across the bridge to Portland. • Truncated domes and curb cuts perpendicular not diagonal for people walking with a disability. • Getting the word out about The Vine construction work and when stops will be without service. • Add a carpool lane north of the I-5 bridge. • Need a more reliable and robust system, "the biggest complaint from folks I work with is it takes two hours to get from point a to point b, but when I could drive it took 10 minutes."
National Night Out	August 2024	• People were receptive to the message, although their community isn't as well connected. Some groaned at the idea of walking to the bus stops, which are a few blocks away. Neighborhood is quite spread out, little reason to explore. • The Get There bags are by far the most popular swag item! It is hard to convince older folks to try transit, even when they've taken it in the past. • Talked to many neighbors and connected over transit, cycling, and construction happening around their neighborhood. Heard a lot of interest from the younger generation and from folks wanting to try cycling/ transit collaboration. • Folks frustrated by lack of connection to Portland (especially the minimal service of the #67 PDX bus from Fisher's to the airport) and Camas and overall lack of reliable service. • Lots of concern about safety.
Harney Heights Neighborhood Association Summer BBQ	August 2024	• As a community that is closer to bus rapid transit options like the Red Vine and Green Vine, many were more receptive to discussions about using it. A reoccurring issue, which came up 3 times at this event, was folks who work evening or night shifts. "I'm pretty excited about Vancouver, I've got to say", someone said when we discussed how much has changed on the waterfront and the new bus rapid transit. • Burnt Bridge Trail continues to be a sticky topic. We gave out the most literature by far at this event! Getting more up to date cycling maps and having a simple C-TRAN map in general might be good to give out.

Clark County Commute Options Feedback Survey	July to August 2024	• Advertised to CTR employers, through GetThereSWWashington.org, via stakeholder outreach, and on social media. • 252 survey responses collected over one month. Two survey responses were in Spanish. • Most survey responses were from people who work in Vancouver, which makes sense since that is where most employment is in Clark County. 32 respondents said they lived in Oregon and 100% of them said they worked in Vancouver. 22 respondents said they lived elsewhere, most likely in North Clark County. • People who responded to the survey primarily live in Vancouver but the distribution across Camas, Oregon, unincorporated Clark County, and elsewhere is relatively even. Among survey responses, the fewest live in Washougal. • When asked their gender, 57% responded female, 37% male, and 1% said non-binary. The remainder said prefer not to answer. • When asked their race or ethnicity, 72% responded White, 3% Hispanic/Latino and White, 3% Hispanic/Latino, 3% Black/African American, 3% Asian, 1% American Indian & Alaska Native and White, 1% Native Hawaiian & Pacific Islander, and 1% Asian and White. The remaining 11% said prefer not to answer. • When asked their household income, 46% said \$100,000 or more, 33% said between \$50,000 and \$100,000, and 8% said below \$50,000. The remaining 11% said prefer not to answer. • When asked their primary commute mode, 39% said drive-alone, 36% said remote work, 8% said bicycling, and 6% said carpool or transit. Walking, e-biking, and compressed work weeks made up about 2% each. The remaining respondents said other. • Respondents said traffic congestion, climate change, and equity are the top three most important community issues cities, counties, and regions should consider in their commute trip reduction plans. While traffic congestion has the greatest number of responses as the top issue, it is only a top priority for drive-alone and remote work respondents. Climate change is the top priority for all other respondents that bike, carpool, e-bike, take transit, and walk as their primary commute mode. • Nearly half of respondents said they want cities, counties, and regions to consider how to support employers with telework and hybrid work options in their commute trip reduction plans. A third of respondents said they wanted cities, counties, and regions to run programs and provide incentives to reduce car trips as their top choice. Another 11% said their top choice was to build more safe infrastructure for walking and biking. • Looking at investment by respondent primary commute mode shows that people using active transportation overwhelmingly want local jurisdictions to run
--	---------------------	---

		programs or provide incentives to reduce car trips and to build more safe places to bike and walk. Drive-alone respondents also want more safe places to bike and walk, but what they desire more is support for telework and hybrid work and programs and incentives to reduce car trips. Vancouver • Climate change is the primary concern for people who work in Vancouver and responded to the survey. • Traffic congestion is the primary concern for people who live in Vancouver and responded to the survey. • People who live in Vancouver and responded to the survey primarily want local jurisdictions to work with employers to support telework and hybrid work options. They also want the City to run programs or provide incentives to reduce car trips. Finally, many people want to see more investment in safe infrastructure for walking and biking in Vancouver. Camas • Traffic congestion is the primary concern for people who work in Camas and responded to the survey. • Climate change and traffic congestion are tied as the primary concern for people who live in Camas and responded to the survey. • People who live in Camas and responded to the survey primarily want local jurisdictions to work with employers to support telework and hybrid work options. They also want the city to build more safe infrastructure for walking and biking. Many respondents also want the City to invest in programs and incentives to reduce car trips. Clark County • Traffic congestion is the primary concern for people who live and work in unincorporated Clark County and responded to the survey. Climate change is second for people who live in unincorporated Clark County. • People who live in unincorporated Clark County and responded to the survey primarily want local jurisdictions to work with employers to support telework and hybrid work options. They also want the County to invest in programs and incentives to reduce car trips. Washougal • Traffic congestion is the primary concern for people who live in Washougal and responded to the survey. • People who live in Washougal and responded to the survey primarily want local jurisdictions to work with employers to support telework and hybrid work options.
Art & Nature Walk in Park	August 2024	• The bulk of the people we spoke to weren't from the Bagley Downs Neighborhood. This made it a bit difficult to discuss their transit and walking options easily. Still, we were able to talk to recent movers and handed out a lot of flyers to Spanish speaking individuals. Sentiment was quite positive; many folks were happy to learn that kids rode free on C-TRAN.

		• Placement is key, and it might have been wise to advocate for a spot near the neighborhood association table. This could have attracted more local folks to talk to.
Fourth Plain Forward	August 2024	• Many concerns for low-income population in Vancouver. These included: emotional weight/ added stress of navigating carpool/ transit for those already overburdened, lack of flexibility in work environments for tardiness, the freedom and emotional release of having a vehicle for those living in multi-generational households, even during inclement weather or extenuating circumstances when buses don't run the poorest workers still must report for work and on-time. • Insufficient transit routes, inconsistent service -- community does not feel like it can rely on transit. • Pacifica and Chuukese community have been passed by bus drivers while waiting at stops. • For walking and biking, there is a lack of trust and a lack of infrastructure so that the community does not trust it as a viable option. • There are air quality concerns in this community. • The alignment of freeways in Clark County makes it very difficult to commute as a bike rider north to south and east to west. • There is a lack of bike shops in the community. • Invest in bike infrastructure and more bike repair stations. "There are many costs associated with the privilege of being a bike rider", "Why would someone pay hundreds of dollars to get squashed in the road" Low-income communities need support in getting bikes but the infrastructure needs to come first. • Get the buy-in from the employer and offer incentives through commuting. • Have the CTR plan be the responsibility of the employer, so they are more gracious about arrival times and flexible with emergencies. • Low-income folks need a reason to incur the extra labor and mental load that would need to be conducted to achieve the CTR goal. • "I would love to have a bike road! Away from the danger and emissions of cars". Respondent was really passionate about air quality. We need more tree coverage and shade scape and native plants. We need physical barriers, "Anything can be a difference in whether or not your mom comes home." Supports environmental barriers. • "I would still choose biking every single day and I have been hit by a car. I still cycle every day on my peloton. It would skip a step if I could just cycle to work." • This plan needs to really amplify the lives and issues of people of color. • A car for low-income communities can be their safe space, within multi-generational households, or for folks at high-stress jobs such as teaching.

c. *What did they have to say?*

In summary, community members wanted investment in safe, reliable and affordable transportation options. People that have been disproportionately impacted by the transportation system said in summary; for more details, see the table in question 28a:

- There needs to be more safe infrastructure, including slower vehicle traffic speeds for people to want to bike, walk, carpool, or take transit to work. Owning a vehicle is often a safe place and gives households a sense of security.
- C-TRAN needs to communicate canceled bus routes more effectively and offer an alternative like an Uber/Lyft voucher for riders. C-TRAN needs to expand express bus service; it takes too long to get to regional destinations.
- Expand transit subsidies like Youth Opportunity Pass to get free transit in the hands of more individuals.

Businesses representatives and chambers of commerce said in summary; for more details, see the table in question 26b:

- Safety needs to be addressed for people to feel comfortable taking travel options.
- Travel options are unrealistic for people who commute long distances.
- Want walkable communities to encourage shopping and gathering places for the community.
- Increase shuttle and circulators to bring more people downtown and to main streets.
- Concerns with Interstate Bridge Replacement impacts (construction, business access, etc.).

Local government representatives said in summary; for more details, see the table in question 26b:

- Safety and more protected infrastructure for people to bike, walk and roll needs to be addressed for people to feel comfortable taking travel options.
- CTR could expand to people who age out of employment in our community. Offer a way for older adults to access a transportation allowance for trips to meet daily needs.
- Increase incentives to encourage more carpool matching and increase marketing of GetThereSWWashington.org.
- Increase bicycle parking at farmers markets, community events, parks, and other gathering spaces. The region desperately needs more bicycle parking.

C-TRAN representatives said in summary; for more details, see the table in question 26b:

- Employment hubs and major destinations are a strategic component of the C-TRAN 2045 transit plan.
- The Vine on Highway 99 will increase reliable and frequent transit service and create another major transit line for the region.
- Desire to increase vanpool, travel training, field trips, and subsidy options.
- Desire to increase education, marketing, mailers, social media, and in-person engagement to bolster C-TRAN ridership and GetThereSWWashington.org usage.

d. How did what they said influence the plan?

The CTR program administrator will:

- Assist employers in enrolling in C-TRAN employer transit pass program.
- Explore the CTR Program subsidizing C-TRAN employer transit pass programs.
- Aid local City staff in incorporating community feedback for slower speeds, protected and separated bicycle and small mobility infrastructure, and additional traffic enforcement.
- Aid C-TRAN staff in incorporating community feedback for increase transit service in Camas, more shelters at bus stops, and more access to PDX airport.

27. Describe vulnerable populations considered.

Racial or ethnic minorities: People of color or BIPOC individuals and communities are at a higher risk for poor health outcomes in response to environmental harms.

People with a disability: Transportation policy has been traditionally written by abled people and drivers. For people who cannot drive, major barriers exist to accessing daily needs and opportunity.

Workers categorized as ALICE (Asset Limited, Income Constrained, Employed): Individuals and families who work, but are unable to meet their basic needs, including food, childcare, housing, health care and transportation. These workers can be found at CTR-affected worksites and at other worksites.

28. Describe engagement focused on vulnerable populations.

a. Who did you talk to?

Engagement Activity	Date	Summary
Multicultural Resource Fair	June 2024	• Spoke to many families, youth, and community members at large about the transportation options available to them. • Gave out a multitude of reflective ankle bands and a few rechargeable bike lights. • Interest in the bike garden and more safe biking areas for people learning to ride. • Concerns with the safety of carpool matching on Get There (the inability to background check). • Youth excited for C-TRAN Youth Opportunity Pass. • People have bikes but lack protective gear or locks. • Desire for a Bike Basics Class.
Community in Motion	July 2024	• The issue is the infrastructure: bike lanes are unsafe, bus stops are too far apart, and need better infrastructure. • Use social media, make transit exciting, lower the barriers, lessen the stigma. • Insulated grocery bags are a useful giveaway. • Create incentives, education, events, carpool information to work with local businesses. • Guided bus tours to shopping and grocery centers for vulnerable groups. They don't use Instacart.

Washington State School for the Blind	August 2024	• C-TRAN cancels trips a lot and often it is not reflected on their website or transit. Invest in Uber/ Lyft vouchers for cancelled trips. • There should be express service and better connection between Longview/ Kelso (include casino) for our students that live in those areas as well as commuters from Northern cities. • Cowlitz county has a bus that comes from Longview/ Kelso, but it is very few and far between. • Commuting to the train station is difficult, confusing, dangerous, and tiresome for all people but especially those who are blind/ low vision. We need regional investment to increase access to the train station. • We need more express buses from Vancouver mall and other major hubs in Clark County. • "I like The Current. Needs expansion." • C-TRAN needs to work harder to get people there faster, it takes longer to wait for the 60 then to walk across the bridge to Portland. • Truncated domes and curb cuts perpendicular not diagonal for people walking with a disability. • Getting the word out about The Vine construction work and when stops will be without service. • Add a carpool lane north of the I-5 bridge. • Need a more reliable and robust system, "the biggest complaint from folks I work with is it takes two hours to get from point a to point b, but when I could drive it took 10 minutes."
Fourth Plain Forward	August 2024	• Many concerns for low-income population in Vancouver. These included: emotional weight/ added stress of navigating carpool/ transit for those already overburdened, lack of flexibility in work environments for tardiness, the freedom and emotional release of having a vehicle for those living in multi-generational households, even during inclement weather or extenuating circumstances when buses don't run the poorest workers still must report for work and on-time. • Insufficient transit routes, inconsistent service -- community does not feel like it can rely on transit. • Pacifica and Chuukese community have been passed by bus drivers while waiting at stops. • For walking and biking, there is a lack of trust and a lack of infrastructure so that the community does not trust it as a viable option. • There are air quality concerns in this community. • The alignment of freeways in Clark County makes it very difficult to commute as a bike rider north to south and east to west. • There is a lack of bike shops in the community. • Invest in bike infrastructure and more bike repair stations. "There are many costs associated with the privilege of being a bike rider", "Why would someone pay hundreds of dollars to get squashed in the road" Low-income communities need support in getting bikes but the infrastructure needs to come first.

		• Get the buy-in from the employer and offer incentives through commuting. • Have the CTR plan be the responsibility of the employer, so they are more gracious about arrival times and flexible with emergencies. • Low-income folks need a reason to incur the extra labor and mental load that would need to be conducted to achieve the CTR goal. • "I would love to have a bike road! Away from the danger and emissions of cars". Respondent was really passionate about air quality. We need more tree coverage and shade scape and native plants. We need physical barriers, "Anything can be a difference in whether or not your mom comes home." Supports environmental barriers. • "I would still choose biking every single day and I have been hit by a car. I still cycle every day on my peloton. It would skip a step if I could just cycle to work." • This plan needs to really amplify the lives and issues of people of color. • A car for low-income communities can be their safe space, within multi-generational households, or for folks at high-stress jobs such as teaching.
--	--	---

³⁹ Sources: The plan shall be developed in consultation with local transit agencies, the applicable regional transportation planning organization, major employers, and other interested parties. (RCW 70A.15.4020(4))

The local jurisdiction shall invite, as appropriate, representatives of major employers, local transit agencies, the applicable RTPO, business associations and economic development organizations, nonprofit transportation and land use advocacy organizations, pedestrian and bicycle advocacy organizations, public health agencies, tribal governments, and residents, employees and businesses that will be affected by the CTR plan to participate in the development of the local CTR plan.

The state intends for the invited partners to work collaboratively with the local jurisdiction by providing data and plans and discussing opportunities, including new and reprioritized investments and policy changes, to reduce drive-alone commute trips in the jurisdiction and increase transportation access to affected major employer worksites. (WAC 468-63-040(1)(b)(i))

The plan shall include documentation from the local jurisdiction that verifies consultation with employers, transit agencies and others to develop the plan. (WAC 468-63-040(2)(f))

b. When did you talk to them?

Engagement occurred between April 2024 and September 2024. For more details, see the table in question 28a.

c. What did they have to say?

People that have been disproportionately impacted by the transportation system said in summary:

- There needs to be more safe infrastructure, including slower vehicle traffic speeds for people to want to bike, walk, carpool, or take transit to work. Owning a vehicle is often a safe place and gives households a sense of security.
- C-TRAN needs to communicate canceled bus routes more effectively and offer an alternative like an Uber/Lyft voucher for riders. C-TRAN needs to expand express bus service; it takes too long to get to regional destinations.
- Expand transit subsidies like Youth Opportunity Pass to get free transit in the hands of more individuals.

For more details, see the table in question 28a.

d. How did what they said influence the plan?

The following results from engagement with people that have been disproportionately impacted by the transportation system influenced the plan:

- Create a subsidy or allowance for biking, walking, carpooling, vanpooling, and taking transit.
- Increased bicycle parking, including secure long-term and short-term bicycle parking.
- Shared vehicle parking programs that help reduce parking costs, especially for low-income households and vulnerable groups like students and youth.
- Increase remote work opportunities for people in the region.

⁴⁰ Source: *The state intends for the plan to be a mechanism through which employers can describe what policy changes, services and support they need to make their CTR programs more effective. (WAC 468-63-040(2)(a))*

29. List employers' suggestions to make CTR more effective.⁴⁰

Employers expressed support for the following:

- Ensuring all members of our community have adequate and safe access to commute options.
- Increased transit subsidies or cash stipend for employees who do not drive-alone to work.
- Capital investment in protected multi-modal facilities for all ages and abilities.
- Investment in public transit service to increase frequency, reliability, and availability.
- Increased enforcement in areas surrounding park and rides and public transit stops.

30. Describe results of engagement focused on vulnerable populations that will be provided for use in comprehensive plan and transit plan updates.

The following results from engagement with vulnerable populations will be provided for use comprehensive plan and transit plan updates:

- Investment in public transit service to increase frequency, reliability, and availability.
- Capital investment in protected multi-modal facilities for all ages and abilities.
- Mixed use housing with walkable neighborhoods, close to daily needs and schools.
- Creative transit options to serve lower dense areas, increase point-to-point service, shared neighborhood vehicles and smaller transit and on-demand options.

Regional transportation planning organization CTR plan review

RTPO comments

[TYPE]



Safe Stay Community Pilot Project

Jamie Spinelli
Homeless Response Manager
City Manager's Office
March 3, 2025



Workshop Overview

- Project History & Timeline
- Safe Stay Outcomes
- Current State of Homelessness
- Future of Safe Stays and Options
- Discussion

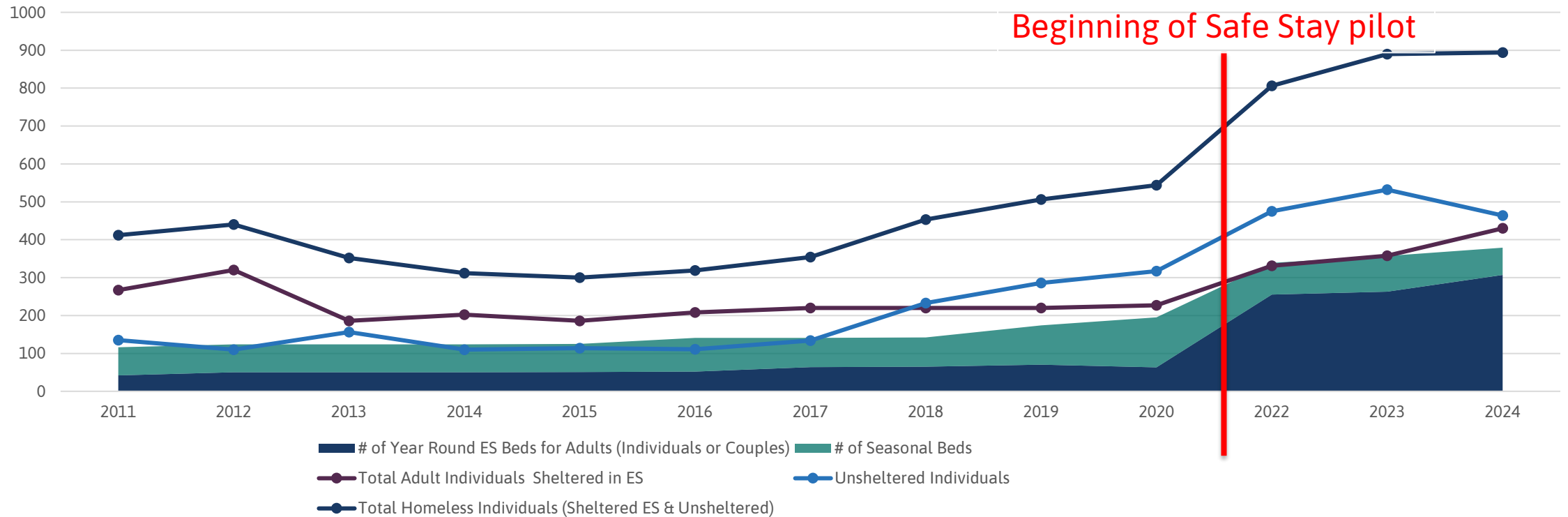
Safe Stay Pilot Project History: Pre-2021

Shelter System & Homelessness Landscape

- Fewer than 100 year-round beds for adult individuals
Less than 15 for single women
No options for couples without children
No non-congregate options
- More seasonal (winter) beds than year-round beds for 10+ years



Growth in Homelessness vs. Shelter Capacity



2021 marked first year of significant shelter capacity increase, even as homelessness began increasing in 2016.



Homelessness Response and Safe Stay Community Project Timeline



Addition of Shelter Capacity and Supporting System

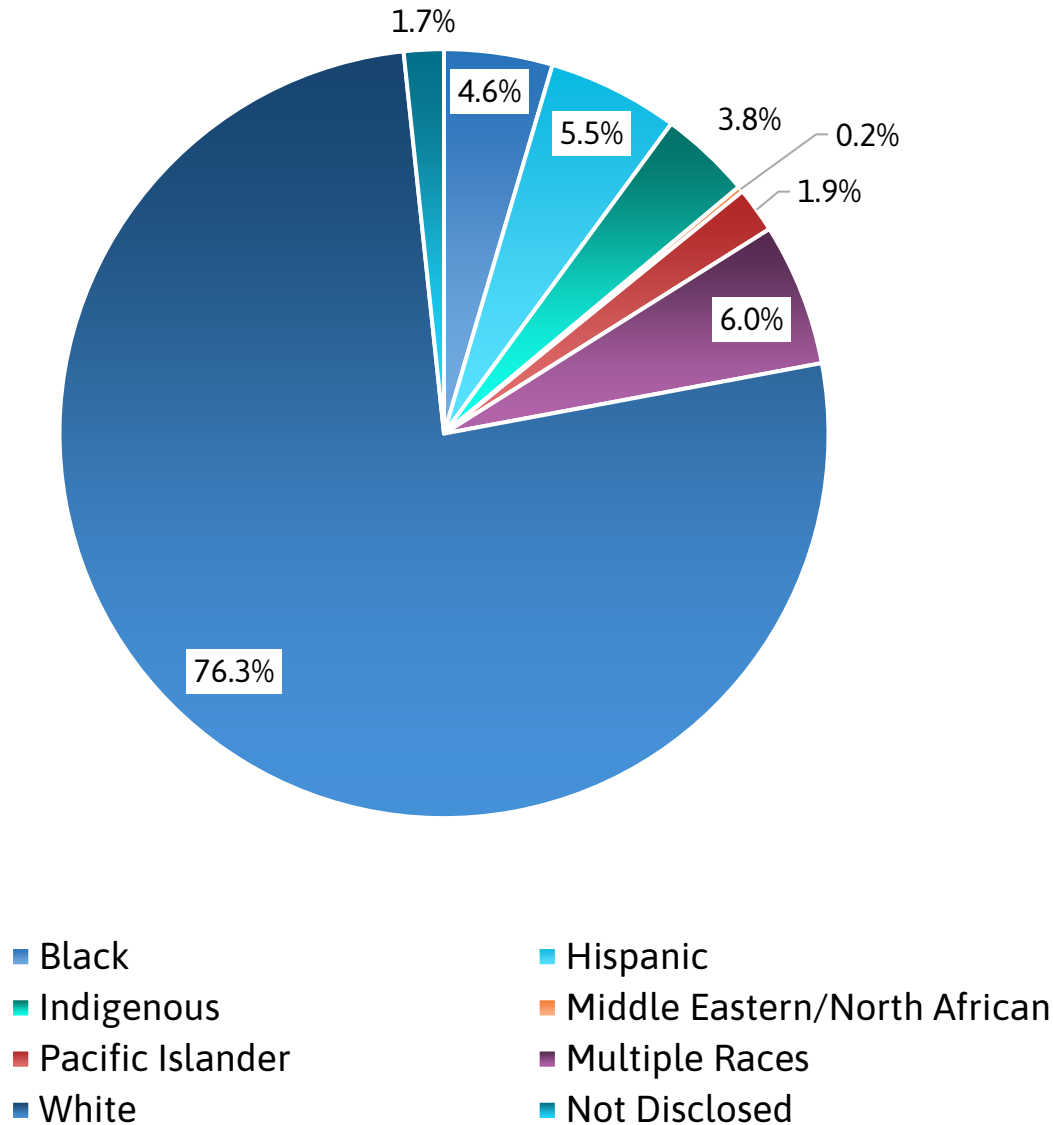
★ HART Member Added



Safe Stay Pilot Project

Demographics Served

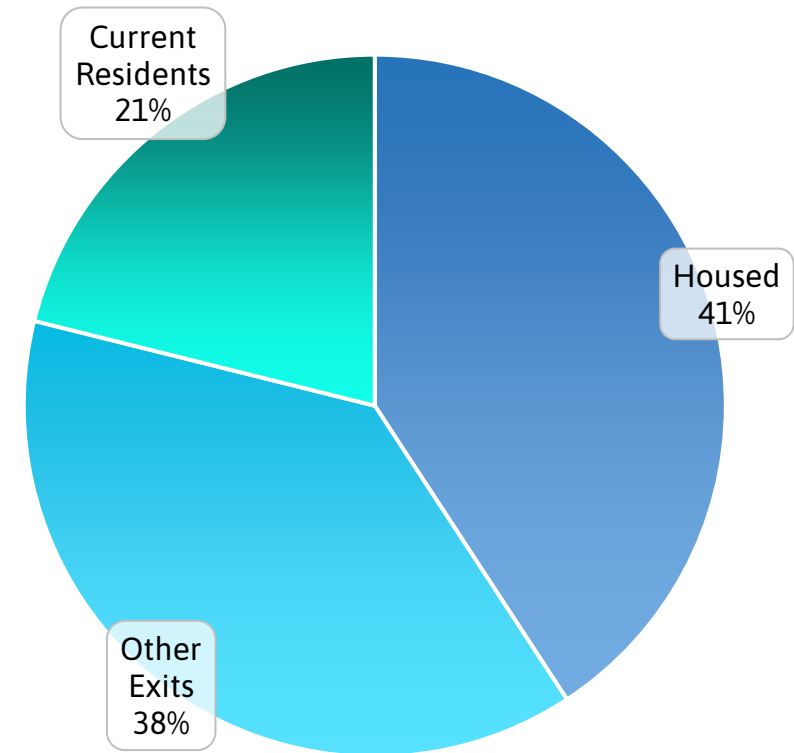
- 179 women
- 241 men
- 4 trans or non-binary
- 41 veterans
- 229 chronically homeless



Safe Stay Pilot Project: Resident Outcomes

December 2021– Present

- **424 total individuals** served, including 87 current residents
- 168 individuals housed (50% of exits)
- 57% housed **without** ongoing subsidy
- Average length of stay around 175 days
- Safe Stays 1 & 2 have experienced reductions in medical/welfare checks since opening



Safe Stay Pilot Project: Resident Outcomes



- At least 20 former and current Safe Stay residents are now working in other Safe Stays/shelters or homeless services.
- Nearly 25% of Outsiders Inn current staff recently graduated from a Safe Stay or other shelter
- Transitional employment support through partnership with HART and Public Works for seasonal jobs



Safe Stay Pilot Project: Resident Outcomes

“This shelter model not only saves lives of people currently in shelter, but it also continues to help people shape their next chapters and create a healthier community.”





Safe Stay Pilot Project: Community Impact

- 30-40% average reduction in calls for all emergency services across and around all sites
- Notable reductions in calls for:
 - Vandalism
 - Suspicious Activity
 - Disturbance
 - Burglary of Vehicle
 - Harassment
 - Fire/Fireworks



Safe Stay Pilot Project

Where we are now

- Temporary permit extension for Safe Stays 1 & 2
 - o Safe Stay 1 permits would have expired Dec. '24, Safe Stay 2 permits set to expire Apr. '25
 - o Extended via Emergency Order 2004-01
 - o Community engagement for Safe Stays 1 & 2
 - Notification to community completed
 - Community feedback received
 - Results/impact mitigation needs
 - Identified mitigation: work with VHA regarding parking near the Outpost



Safe Stay Pilot Project

Long-term barriers

- Current permitting situation
 - o Temp use/ROW use permits to site the Safe Stays limited to 3 years
 - o Safe Stay Operator permit limited to land-use permit time period
- Solution: work with planning to update VMC/Code as part of Comprehensive Plan code updates to not require temp use





Council Considerations & Discussion

- Does Council wish to make the successful pilot a longer-term program and component of our overall homelessness response?

January 10, 2025

Dear Community Member:

On December 12, 2024, the City Manager issued Emergency Order 2024-01, which authorized City staff to temporarily extend the operation of the City of Vancouver's Safe Stay Communities 1 and 2. City Council ratified Emergency Order 2024-01 on December 16, 2024. A copy of the emergency order is enclosed.

Safe Stay Communities, which are permitted under VMC Chapter 8.22, provide shelter and services for unsheltered individuals, by offering temporary shelter and helping transition them into community services, permanent housing, and to secure jobs. Safe Stay 1, also known as the Outpost, is located in a portion of the public right of way at 11400 N.E. 51st Circle. Safe Stay 2, also known as Hope Village, is located on City-owned land at 4915 E. Fourth Plain Blvd. You are receiving this notice because your property is located within 1,200 feet of either Safe Stay 1 or Safe Stay 2.

Emergency Order 2024-01 authorized the extension of Safe Stay 1 and 2 as long as a state of emergency concerning homelessness remains in effect in the City of Vancouver, or until the City Manager determines that there are sufficient resources to provide necessary shelter and services for the unhoused population in the City. The City continues to explore other ways to house unsheltered individuals, including with plans to open a bridge shelter in 2026, which may shelter up to 150 individuals.

We want to hear from you! The City is seeking comment concerning the impacts of the respective Safe Stay Community in your neighborhood. The purpose of seeking comment is to determine whether there are any steps the City can take to mitigate negative impacts, if any, as a result of extending the operation of Safe Stay 1 or 2. We'd also like to hear about any positive impacts, of the Safe Stays to date. If you would like to submit comment concerning the Safe Stay Community in your neighborhood, please send your written comments, by letter or email, to Kerry Peck at the following address:

kerry.peck@cityofvancouver.us

The formal comment period concerning Emergency Order 2024-01 will remain open until February 7, 2025. You can submit public comment or information to the HART

team at any time, however, by emailing HART at the following address:
hartteam@cityofvancouver.us.

Very truly yours,

Jamie Spinelli
Homeless Response Manager

EMERGENCY ORDER – CITY OF VANCOUVER, WASHINGTON

EO 2024-01

(Relating to Declaration of Civil Emergency 2023-01)

REGARDING TEMPORARY EXTENSION OF SAFE STAY COMMUNITIES

RECITALS

WHEREAS, at 9:05 am on November 2, 2023, the City of Vancouver declared a civil emergency pursuant to Washington State Constitution Article VI, Section 11, Revised Code of Washington Chapter 38.52, and Vancouver Municipal Code (“VMC”) Chapter 2.12, due to the humanitarian crisis and public health emergency posed by homelessness (Declaration of Civil Emergency 2023-01); and

WHEREAS, the actions required by this Emergency Order are done pursuant to the legal authority cited in Declaration of Civil Emergency 2023-01; and

WHEREAS, the City is required by state law, by City Charter, and by the Vancouver Municipal Code to provide for the life, health, and safety needs of its citizens; and

WHEREAS, homelessness is a humanitarian crisis and those experiencing homelessness often suffer tremendous hardships, including job loss, mental health conditions, addiction, physical violence or even death; and

WHEREAS, homelessness has continued to increase in the City of Vancouver and, today, it is estimated that at least 522 individuals are unsheltered in the City; and

WHEREAS, the City of Vancouver has taken aggressive efforts to increase the available supply of affordable housing, reduce incidents of homelessness, and mitigate the adverse impacts of homelessness, including by authorizing the operation of four Safe Stay Communities, which are permitted under VMC Chapter 8.22; and

WHEREAS, Safe Stay Communities have provided much needed shelter and services for approximately 430 previously unsheltered individuals, by offering temporary shelter, helping transition them to housing and to secure jobs, providing critical access to drug detox, inpatient, and/or medication-assisted treatment programs for sustained recovery, peer support, and by reuniting families; and

WHEREAS, under VMC 8.22.070(B)(2), an operator permit for a Safe Stay Community may be issued for a year and renewed no more than twice for a period not to exceed one year each; and

WHEREAS, Safe Stay 1, also known as the Outpost, is located at 11400 N.E. 51st Circle, in a portion of the public right of way that is not open to vehicular traffic, and the third and final operator permit for Safe Stay 1 will expire on December 22, 2024; and

WHEREAS, Safe Stay 2, also known Hope Village, is located on City-owned land at 4915 E. Fourth Plain Blvd, and the third and final operator permit for Safe Stay 2 will expire on April 8, 2025; and

WHEREAS, the City of Vancouver continues to explore ways to house more unsheltered individuals, including by opening winter and severe weather shelters and furthering plans to open a bridge shelter, which is anticipated to house up to 150 people and open during the second quarter of 2026; and

WHEREAS, in order to protect the life, health, and safety needs of its citizens, it is necessary for the City Manager to order the continued operation of Safe Stay Communities on City-owned land or in the public right of way as long as Declaration of Civil Emergency 2023-01 remains in effect.

NOW THEREFORE, IT IS DIRECTED AND ORDERED THAT:

Section 1. Safe Stay Operator Permits. For the duration of this Emergency Order, the restriction on the duration of the operator permits under VMC 8.22.070, for purposes of Safe Stay 1 and Safe Stay 2 only, shall be suspended and the current operator permits will remain in effect.

Section 2. Operation of Safe Stays. The City Manager shall continue the operation of Safe Stay 1 and Safe Stay 2 and may enter into or extend contracts with service providers to maintain operation of the Safe Stay Communities.

Section 3. Contracting and Procurement Authority. The City Manager is hereby authorized to purchase goods and services deemed necessary to continue operation of Safe Stay 1 and Safe Stay 2 within the already-approved budget.

Section 4. Community Outreach. The City Manager shall direct staff to issue notification to City residents located within 1,200 feet of Safe Stay 1 and Safe Stay2, advising them of this Emergency Order, and seeking comment concerning the impacts of the respective Safe Stay Community in their neighborhood. After receiving community feedback, staff shall analyze the information and consider whether appropriate steps shall be taken to mitigate impacts. By April 7, 2025, the City Manager or their designee(s) will report back to City Council on the results of the community comment period and staff recommendations concerning whether the City should make efforts to mitigate the impacts of this Emergency Order.

Section 5. Severability. If any section or provision of this Emergency Order should be declared invalid by a court of competent jurisdiction, the remaining provisions of this Emergency Order shall remain in full force and effect for the duration specified herein.

Section 6. Duration. Unless modified, extended, or terminated by the Vancouver City Council or Vancouver City Manager, this Emergency Order is effective immediately and shall remain in effect until either the state of emergency is declared terminated under VMC 2.12.030 or the City Manager determines that there are sufficient resources to provide necessary shelter and services for the unhoused population in the City of Vancouver.

SIGNED, December 12, 2024, at 15 : 11 hours.

ATTEST:

DocuSigned by:



493E946444AE4BB...

Natasha Ramras
City Clerk

CITY OF VANCOUVER

DocuSigned by:



55D2466E007B430...

Lon Pluckhahn
City Manager

APPROVED AS TO FORM:

DocuSigned by:



9A7DC2E34F694A2...

Jonathan Young
City Attorney

From: [Lisa Gobert](#)
To: [Peck, Kerry](#)
Cc: [HART Team](#)
Subject: Extension of Outpost 11400 NE 51st Circle
Date: Thursday, January 23, 2025 2:00:53 PM
Attachments: [Outlook-Graphical_.png](#)
[Outlook-mnqlkosq.png](#)
[Outlook-cadit3fe.png](#)
[Outlook-oueqbt1p.png](#)
[Outlook-Marker wit.png](#)

Some people who received this message don't often get email from lisag@kpsinc.net. [Learn why this is important](#)

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

Hello - I am responding to the letter we received from the City of Vancouver Managers office, regarding the extension of the Outpost and the impacts to our community. I want to start by saying that the transformation from the unsightly camp sight, fires, trash and rat infestation was a welcomed change. I understand the need and I fully support; however, it has not come without its challenges.

Of course, number one is trying to lease apartments at my community with the stigma of a "homeless camp" at the front entry is obviously the most difficult objection to overcome. Though I support and try to overcome the objections it is something that some renters will just not overlook. We have a high number of visitors that wonder onto the community, sleep or try to sleep in common areas, go through our dumpster area and sometimes just loiter with no direction or business on the property. Though I imagine they are not residents of the Outpost, I do believe some are visitors. There are multiple vehicles that park in the entrance to the community, making it difficult to pull in. Some vehicles park along our pond and sleep. Trash left from the sleeping vehicles is a continuous problem. It was my understanding in the beginning that the Outpost residents would help with community trash clean up and to date I have not seen this. We have seen an increase in vehicle vandalism at the front of the community causing resident concerns of parking their extra vehicles off sight.

I want to see positives since I did support the initial plan. I would really like to know how many Outpost residents have successfully moved out of the community and are now self-sufficient? I believe that was the mission of the Outpost, to get them housed, Id's, transportation, jobs and living on their own. I would love to give prospective and current residents positive updates on how well the program has worked and is continuing to work. I want to thank you for your time and allowing us to give our feedback.

Lisa Gobert



Senior Property Manager

☐ **Phone:** 360-604-5259

☐ **Fax:** 360-604-5561

☐ **Email:** springbrook@kpsinc.net

☐ 11328 NE 51st Cir

Vancouver, WA 98682

www.kpsinc.net

From: [Susanna Maria](#)
To: [HART Team](#)
Cc: [Peck, Kerry](#)
Subject: Homeless Housing
Date: Wednesday, January 22, 2025 11:27:25 PM

You don't often get email from mariasu@yahoo.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.

Hello,

I do believe housing for individuals, especially women with children should be provided. Programs to assist both women and men needs to be a requirement while they stay at these locations. Each adult needs to attend meetings daily to help them get back on their feet. Meetings that include parenting for those who have children. Seek and retain jobs so they can save money, be re-education to obtain new employment skills, have community duties within the camp, go to meetings such as anger management, counseling, celebrate recovery, AA, NA, etc.

Basically, a program should be developed for each individual or family so they can re-enter society. There are excellent programs already in place in other parts of the country. The committee needs to look at these places that are working.

Susanna Maria

From: [r t](#)
To: [Peck, Kerry](#)
Subject: Negative impact on our lives
Date: Wednesday, January 29, 2025 4:31:25 PM

You don't often get email from roxythomas60@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.

Hello,

We have had bad experiences because the safe-stay is located close to our condo. These residents come out at night and go through our garbage and recycling. They are rude and threatening, they bring their loose dogs and yell at us if we tell them to get out of our garbage.

We have tried to walk the path behind our condo like we did for years before this negative impact came into our lives. We used to walk the path from our condo along burnt bridge creek to go to 7-11 but got corralled by a disturbed man on the path. He picked up a stick and circled around me until I ran back towards 7-11 for safety. I walked the long way home to be safe.

My husband and I were walking our dogs behind the safe- stay and a man came out of the wooded area behind it carrying a glock gun and pointing it backwards as if he was being chased. I picked up one dog and ran home as my husband followed as fast as he could.

They are making the safe-stay look bad also. Each unit has junk piling up at each unit. Where are they getting all this property at night?

This is what negative impact the safe- stay has had on our lives. We are seniors that used to walk through burnt bridge creek and we enjoyed our lives then now that has been taken from us.

Thank you, John and Roxanne

From: [Jennifer Geoffroy](#)
To: [Peck, Kerry](#)
Subject: Re: Emergency Order 2024-01
Date: Monday, January 27, 2025 10:28:55 AM
Attachments: [image001.png](#)
[City of Vancouver letter.jpeg](#)

You don't often get email from jenniferlgee79@gmail.com. [Learn why this is important](#)

I am a concerned citizen who lives in Vancouver & received a disturbing letter from you & the City of Vancouver about housing homeless/illegals within 1200 feet of where I live, and all I get as a response is thanks & until next time? I have attached a copy of the envelope which held the letter you sent me via USPS mail which I received a couple days ago. This attachment is found if you scroll down to the end.

I've also attached a video a day ago of Tom Homan, our new Border Czar appointed by President Trump in a sanctuary state/city of Chicago, IL arresting illegal aliens who were part of a gang membership living under the protections of its officials. This is what makes my community in Vancouver unsafe. This video was posted on X yesterday. I would appreciate it if you would review it. This video captures the dangers American legal & law abiding citizens face across our nation.

<https://x.com/BenBergquam/status/1883735462063522107>

I hope you listen & consider my concerns of the problem with Washington State being a sanctuary state & Vancouver being a sanctuary city. These are very real concerns felt all across America from not only me but millions who have been invaded by illegals and the homeless which we have allowed to grow to what it is today. I've seen when it was slowly getting started back in the early 80's when I lived in Everett, WA.

Thank you for listening to my concerns.

Sincerely,

Jennifer Geoffroy
Vancouver, WA 98682

On Mon, Jan 27, 2025 at 8:24 AM Peck, Kerry <kerry.peck@cityofvancouver.us> wrote:

Thank you for your feedback.

Until next time,

Kerry

Kerry Peck | Administrative Assistant
City of Vancouver
City Manager's Office

Office: 360-487-8616
cityofvancouver.us



From: Jennifer Geoffroy <jenniferlgee79@gmail.com>
Sent: Sunday, January 26, 2025 9:49 AM
To: Peck, Kerry <kerry.peck@cityofvancouver.us>
Subject: Emergency Order 2024-01

You don't often get email from jenniferlgee79@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.

I am a property owner who received your recent letter concerning the homeless & their impact on my community.

I moved here two years ago & purchased a home which is my primary home. In these two years I have seen massive tent camps arise near the I205 Vancouver Mall exits. I addressed my concerns to the Vancouver Police. They in turn removed the tent camps. They had to use a massive dumpster to remove all the trash left behind. The problem still remains but at a lesser level.

Since then, there have been numerous tent camps rise in my area. I have witnessed from my outdoor walks the risen homeless/illegal aliens walking around in broad daylight trashing up my community with their filth. Their presence brings increased crime & drug problems. No one walks the streets except these illegal aliens/homeless. I have witnessed in broad daylight young men lying on the sidewalks high on drugs at the Vancouver Mall exits as I pass them by on my walks which threatens me & my community. Seldom do I see police on Fourth Plain. Where's our law enforcement? Weekly, if not daily, do I hear cars driven like race cars on Fourth Plain speeding until all hours of the night/early morning. Where's our law enforcement? Only once in my two years have I seen a police car. I have witnessed my community's filth by the trash they leave on the freeways and our streets. At our expense they trash our community & take over our hospitals. My senior citizen community has had increased crime to me & my neighbors due to the homelessness. We are asked, at our expense to leave our porch lights on throughout the night. We are living on fixed incomes. When Clark PUD was upgrading the electrical recently, we had a port-a-potty for their convenience. My neighbor said they would be woken in the middle of the night from the homeless coming to use this port-a-potty. My neighbors, in broad daylight are being robbed through theft of some of their belongings on their porches.

President Trump will not allow states nor cities to be sanctuary housing for the illegals. We have no idea who these people are that are threatening my community. You say these outposts are city owned. We the People that

are legal citizens owns the property through our taxes we pay.

The answer to the homeless is not making houses or bridges for shelter. The homeless is a national problem which should be met with the current administration to coordinate ways to solve this nationwide problem.

I pray President Trump & his admin will be given the wisdom from God towards solving this nationwide problem. I counsel the City of Vancouver to meet with President Trump to seek out his advice for our community. I'm not impressed at the councilmen running Vancouver.

I believe the majority of my community who are legal taxpaying law abiding citizens are as outraged as I am about housing illegal aliens who have committed a criminal act by crossing our borders illegally & that Washington State became a sanctuary state as Gov. Inslee & Sen. Patty Murray allowed rioters to burn down parts of Seattle who are more concerned for illegals than its own safety & welfare for its legal citizens. It's big business for the politicians.

I've lived in Washington State since 2001. It was a beautiful state. I'm ashamed at what its become. I'm ashamed at what's become of the once beautiful Pacific Northwest & what a small band of political bureaucrats have taken over destroying California, Oregon & Washington.

Enough is enough. We the taxpayer law abiding citizens are paying for the illegals & the homeless. Our homes, our lives, our communities are being threatened.

Sincerely,

a concerned law abiding taxpaying citizen

From: [Eileen Shaw](#)
To: [Peck, Kerry](#)
Subject: response
Date: Thursday, January 16, 2025 10:55:20 AM

You don't often get email from eshaw@janusyouth.org. [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.

Hi Kerry

I have living at the Springbrook Village Apartments next to the Outpost at 51st Circle for several years. I have been there before the Outpost was built and Vancouver's homeless population were living on that concrete area. It was a mess with no oversight and I am glad it was turned into a secure living area. I do not have any issues with anyone living at the Outpost, but I live at the back of the community and admittedly, that may be why.

Eileen Shaw, MAHS
Case Manager
Oak Bridge Youth Shelter
Janus Youth Programs
(360) 891- 2634
eshaw@janusyouth.org

From: [Maryann Green](#)
To: [Peck, Kerry](#)
Subject: Safe Stay , Outpost 11400 NE 51st Circle, Vancouver
Date: Monday, January 27, 2025 1:51:13 PM

You don't often get email from mgreen1001@yahoo.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.

I have been very impressed by the addition of this community. I have lived in Fair Oaks Mobile Park for 25 years and have seen the impact of the homeless in my area. Since the Outpost has been in operation I very seldom see a camp around my area. I hope the city will continue to provide Safe Stay communities in other areas. I can see no negative concerns regarding assisting individuals on a path to a better and safer way of life.

Sincerely,
Maryann Green
5404 NE 121st Ave., #106
Vancouver, WA 98682

Cheers! Maryann

From: [Doug Foster](#)
To: [Peck, Kerry](#)
Subject: Safe Stay 1
Date: Friday, January 17, 2025 4:46:55 PM

You don't often get email from dfoster@teleport.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.

Kerry as a property owner fairly close to Safe Stay 1, I am upset with the City's decision to extend their stay!!

What successes have been accomplished in the past year for the homeless population there in the past year??

How many have moved on and how many started working??

How long is this "Temporary" Situation going to Continue???

This Safe Stay affects all property values in the neighborhood and it is time to give these people the ultimatum – find a JOB!!

Thank You

Doug Foster
5264 NW 121st
Unit 303

From: [Jess Hardy](#)
To: [Peck, Kerry](#)
Subject: Safe Stay Communities
Date: Sunday, January 19, 2025 1:09:23 PM

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

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

Hi Kerry,

I live by the Safe Stay community in Orchards. I remember what preceded this community during Covid- and the chaos and lack of safety that existed before the Safe Stay community was brought to the area. The Safe Stay communities are an amazing alternative to this chaos- and I am thankful for their existence. In a conversation a while ago with the director of The Outpost over here, I asked him what surprised him about the community. He said he didn't expect them to be as effective as they have been at helping folks gain permanent housing and progress in their journeys toward staying sober. That is a beautiful thing and I believe the Safe Stay communities offer something extremely valuable to our community. I'm sure they aren't perfect, but there is a ton of good too.

I'm not totally sure what negative impacts are in our community, but we can always improve things. What accountability is there for what is happening in these communities and the organizations that run them? How are we addressing needs of the unhoused community that will not qualify or adhere to the boundaries of the Safe Stay community?

Overall I am thankful for this solution and resource in our community and thankful the city has extended the operation of these communities.

With appreciation,

Jess Hardy
11328 NE 51st Cir, Apt 257
Vancouver, WA 98682
209-327-1816

Sent from my iPhone

From: [Alyssa Lucas](#)
To: [Peck, Kerry](#)
Subject: Safe Stay impact
Date: Friday, January 17, 2025 8:42:08 AM

You don't often get email from alyluc9906@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.

A year and a half ago, I bought a condo at one lake place. I've walked to the Safe Stay community via the trail along burnt bridge creek that runs right behind my unit. I've never had a negative experience related to Safe Stays. I've only ever seen one person walking near my unit who might possibly even be homeless. My mom is homeless in Vancouver somewhere due to mental illness. I've seen first hand how it only takes a couple of unfortunate events to render someone homeless. I would like to see this program help as many people as possible. If it was on a ballot, I would vote to keep the program running.

I'm not particularly educated on the local laws but I do hope the people in charge of our city have the interest of affordable housing in mind over corporate profits.

-Sincerely, Alyssa Lucas

From: [Judy Lynch](#)
To: [Peck, Kerry](#)
Subject: Stay Safe Community #1, The Outpost
Date: Thursday, January 30, 2025 9:42:07 AM

You don't often get email from judylynch285@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.

We live in One Lake Place Condominiums, 5264 NE 121st Ave. There is a trail along Burnt Bridge Creek that comes behind our Condo's.

There is a stream of people who use this trail, but many cut through the condo parking lot.. Many of these use bicycles, some with trailers. They have destroyed the curb at the end of the parking area, so they can ride their bicycles down a small hill at fast speeds. We have had our pickup truck broken into, and there have been numerous break ins and vehicles vandalized.

The door to our mail room was broken into. Mailbox locks were attempted to be pulled out with pliers, which destroyed the boxes. The door had to be replaced with a metal one. The HOA had to purchase a new bank of mailboxes.

No one has ever been caught doing any of this, but it has gotten worse since the Safe Stay community was opened. The HOA sends out reminders to residents to keep vehicles and garages as well as your units locked at all times.

Leonard and Judith Lynch

From: [Lori Anderson](#)
To: [Peck, Kerry](#)
Subject: Stay Safe Community Comment
Date: Wednesday, January 15, 2025 2:51:16 PM

[You don't often get email from lorianderson03@comcast.net. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

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

Dear Kerry Peck,

I am writing to your request for comment on the Stay Safe Community. We live near Hope Village. Since its opening we have had no problems at all around our home or in our neighborhood that I know of. We welcome more Stay Safe communities for the unsheltered so every person and their pets have a safe place to live.

All The Best,
~ Lori & Jim Anderson
2117 Wahclellah Ave
Vancouver 98661

From: [Luke Hossler Shellman](#)
To: [Peck, Kerry](#)
Subject: Stay Safe Community feedback.
Date: Thursday, February 6, 2025 5:45:27 PM

You don't often get email from lukehossler@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.

Hello, my wife and I received a letter in the mail regarding the "Stay Safe Community" which is apparently proximate to our apartment. We are responding to your request for comment to say that we were unaware of the camp, which prompts us to believe that it has no negative impact on us. We hope that its temporary continuance provides relief until more permanent solutions may be reached, and in the meantime, have no issues with it remaining. Thank you for your time and for reaching out to the public for comment. Sincerely, Luke H.S.

From: [Amanda Parham](#)
To: [Peck, Kerry](#)
Cc: [HART Team](#); [Brianna Lord](#)
Subject: Stay Safe Community Letter - Response
Date: Wednesday, January 22, 2025 3:02:04 PM
Attachments: [image001.jpg](#)
[Stay Safe Community Response 1.2025.pdf](#)

Some people who received this message don't often get email from amanda@tiegsps.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.

Hello Kerry,

We received a letter from the City of Vancouver regarding the Stay Safe Communities initiative.

Attached, you will find our response, which includes our feedback.

We truly appreciate the opportunity to share our perspective.

Please don't hesitate to reach out if there is anything further we can assist you with.

Thank you!

Amanda Parham | Property Manager



(253) 843-4777 Office | (253) 777-5461

Office Hours: Monday – Friday 7:00AM – 3:30PM

January 20, 2025

City of Vancouver
Attn: Kerry Peck
P.O Box 1995
Vancouver ,WA 98668-1995

RE: Vancouver Market Center – Response to Stay Safe Community 2 (Hope Village) Extension

Dear Kerry,

We sincerely appreciate receiving the letter regarding Emergency Order 2024-01 and the extended Stay Safe Community measures from James Spinelli. It means a lot to us to be kept informed about the future of these important matters and the changes happening in our neighborhood. Your communication is truly valued as it helps us stay connected and aware during these times.

While we deeply appreciate and recognize the important role that the Stay Safe 2 Community plays across the street from our property, Vancouver Market Center, located at 5000 E Fourth Plain Blvd, we remain hopeful that, in the future, this site can be transitioned into affordable housing that benefits the broader community. We understand and value the support it provides to the houseless population, and we are grateful for the positive impact it has. However, we believe that repurposing this land for affordable housing would offer long-term benefits to both the residents and the surrounding neighborhood, contributing to the overall vitality and growth of our community.

As stakeholders in the Fourth Plain Boulevard corridor, we have witnessed firsthand the growing presence of unhoused individuals in our community, and we deeply understand the critical need for facilities like Hope Village that offer safe, transitional housing and vital resources to those in need. We have had the privilege of meeting with the team running Hope Village and touring the community to gain a clearer understanding of the services they provide. It's clear to us that the Stay Safe communities are offering value and support to this vulnerable population.

With this in mind, after speaking with the small business owners and operators who lease retail space from us at Vancouver Market Center, we firmly believe that the neighborhood would greatly benefit from an increase in affordable housing. Such an initiative would not only make housing more accessible to those in need, but it would also bring more patrons into the area, helping to support and sustain the small businesses that are the heart of this community. While we deeply appreciate and understand the importance of providing essential resources for unhoused individuals, we also recognize that many of these individuals are not able to contribute to the local economy in the same way as other residents. We believe that a balance of support for both housing and local businesses would strengthen the entire corridor and benefit everyone.

We understand that with the upcoming relocation of the City of Vancouver's operations center, the City-owned land behind Hope Village will become vacant. While we are not yet aware of the specific timeline for this relocation, we would like to advocate for this land to be used for affordable housing when the time is right. We believe this would be a tremendous benefit to the neighborhood, our tenants, and all the businesses along the Fourth Plain corridor. By bringing more people into the area, we can support and strengthen our local economy—grocery stores, restaurants, laundromats, thrift stores, and other community businesses would all thrive from the added presence of residents. We are hopeful that this opportunity can contribute to the long-term vitality and growth of our entire community.

In closing, we want to express our sincere gratitude for the important work being done to support the community through initiatives like Hope Village and the Stay Safe communities. We truly appreciate the City's ongoing efforts to address the needs of vulnerable populations and foster a safer, more inclusive neighborhood. As stakeholders deeply invested in the future of the Fourth Plain corridor, we strongly believe that the addition of affordable housing will further strengthen our community, support local businesses, and contribute to the overall well-being of all residents. We look forward to continuing this conversation and working together toward a brighter, more sustainable future for our neighborhood. Thank you for your time, consideration, and commitment to making a positive impact.

Thank you,

A handwritten signature in blue ink, appearing to be 'B. Lord'.

Brianna Lord | Property Manager
brianna@tiegsps.com
253-843-4777 (Office)
253-929-9512 (Cell)

A handwritten signature in black ink, appearing to be 'A. Parham'.

Amanda Parham | Property Manager
amanda@tiegsps.com
253-843-4777 (Office)
253-777-5461 (Cell)

Cc: Kerry.peck@cityofvancouver.us

Cc: Hartteam@cityofvancouver.us

From: [Camille Shelton](#)
To: [Peck, Kerry](#)
Subject: Comments about Safe Stay Hope Village
Date: Sunday, February 9, 2025 10:51:14 AM

You don't often get email from camilleashelton@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.

Hello!

I am providing a comment as prompted by a letter I received recently. I live on Carlson Rd within 1,200 feet of the shelter Hope Village.

I am in support of this shelter, and other shelters like the planned Bridge Shelter.

Unfortunately there are far too many unhoused people in the Pacific Northwest, and specifically along the Fourth Plain corridor in Vancouver.

Shelters provide our community with a safe place to land, and it reduces the amount of people forced to live on the streets and in tents in parks like Burnt Bridge Creek park.

Unfortunately our environment is suffering due to litter and hazardous materials being left on the streets. My neighborhood is a large walking community, often my community walks/bikes for transportation. I am constantly seeing so much litter and trash on our streets. I am not sure the requirements of Hope Village but I think a neighborhood community litter clean up program would be hugely beneficial. Even the people who live around me who are not supportive of shelters I think would benefit from seeing unhoused people picking up the streets and keeping our parks and streets clean. I know access to services is a challenge, perhaps offering more waste services to this community, particularly managing hazardous materials like sharps and batteries. Just within the last week I have found two damaged batteries in the streets, batteries are very hazardous and can explode when they are subject to pressure/heat (if they are run over by vehicles, etc). I know the unhoused community relies on batteries, perhaps if there was free battery drop off on site at the Hope village waste center or fourth plain forward office?

Unfortunately the societal issues which create situations which result in unhoused people are just continuing. Rent is too expensive, cost of living is too high and wages just can't keep up. This was the cheapest housing I could afford in all of Vancouver, and in just the last two years my rent has been raised numerous times and I'm wondering how long I can afford to stay, but where I would go that is cheaper than this area? Overall we have a huge housing crisis and the people are suffering drastically.

I am proud of Vancouver for sticking up for the unhoused community and for providing a safe place for all people in Vancouver.

Please let me know if you have any questions.
Camille Shelton
360-624-0883

February 24, 2025

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

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

The City Council Meeting was held on 2/24/2025 at 4:15 PM in the Vancouver City Hall, Council Chambers 415 West 6th Street, Vancouver, WA 98660.

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

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

<https://www.cvtv.org/vid/link/37181?startStreamAt=0&stopStreamAt=5480>

HP, Inc. East Master Plan

(Approximately 45 minutes)

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

Staff led Council through a discussion of the HP, Inc. East Master Plan.

Councilmember Hansen was absent from the workshop.

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

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

Councilmember Hansen was absent from the workshop.

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/37183?startStreamAt=0&stopStreamAt=4732

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 Harless, Councilmember Perez, Councilmember Fox, Councilmember Paulsen, Councilmember Stober, Mayor McEnerny-Ogle

Absent: Councilmember Hansen

Motion by Councilmember Stober, seconded by Councilmember Paulsen, and Yes: 6, No: 0, Abstaining: 0, to excuse Councilmember Hansen. Absent from vote: Councilmember Hansen.

Approval of Minutes

Minutes - February 10, 2025

Motion by Councilmember Paulsen, seconded by Councilmember Stober, and Yes: 6, No: 0, Abstaining: 0, to approve the February 10, 2025, meeting minutes. Absent from vote: Councilmember Hansen.

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*
- *Wynn Grcich, Vancouver,*
- *Adam Kravitz, Vancouver*
- *Ren Autrey, Vancouver*
- *Vanessa Jones, Vancouver*
- *Tina Walker, Vancouver*
- *Amber Rodriguez, Vancouver*
- *Renaë Rush, Vancouver*
- *Chrystal Drake, Vancouver*
- *Carmen DeLeon, Vancouver*
- *Jessee Duran, Vancouver*

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 items 8-10 for discussion.

Motion by Councilmember Paulsen, seconded by Councilmember Perez, and Yes: 6, No: 0, Abstaining: 0, to approve items 1-7 and 11-14 on the Consent Agenda. Absent from vote: Councilmember Hansen.

Motion by Councilmember Fox, seconded by Councilmember Paulsen, and Yes: 6, No: 0, Abstaining: 0, to approve item 8 on the Consent Agenda. Absent from vote: Councilmember Hansen.

Motion by Councilmember Fox, seconded by Councilmember Stober, and Yes: 6, No: 0, Abstaining: 0, to approve item 9 on the Consent Agenda. Absent from vote: Councilmember Hansen.

Motion by Councilmember Fox, seconded by Councilmember Paulsen, and Yes: 6, No: 0, Abstaining: 0, to approve item 10 on the Consent Agenda. Absent from vote: Councilmember Hansen.

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

Motion approved the request.

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

Motion approved the request.

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

Motion approved the request.

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

Motion approved the request.

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

Motion approved the request.

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

Motion approved the request.

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

Motion approved the request.

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

Motion approved the request.

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

Motion adopted Resolution M-4325 to approve the request.

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

Motion adopted Resolution M-4326 to approve the request.

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

Motion adopted Resolution M-4327 to approve the request.

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

Motion adopted Resolution M-4328 to approve the request.

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

Motion adopted Resolution M-4329 to approve the request.

14. Approval of Claim Vouchers

Request: Approve claim vouchers for February 24, 2025.

Motion approved claim vouchers in the amount of \$16,267,553.12.

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

Ryan Lopossa, Streets and Transportation Manager, provided an overview of the Maxon Road Right-of-Way Vacation.

Council discussed the item briefly with staff.

Mayor McEnerny-Ogle opened the public hearing and did not receive testimony from community members.

There being no testimony, Mayor McEnerny-Ogle closed the public hearing.

Motion by Councilmember Paulsen, seconded by Councilmember Stober, and Yes: 6, No: 0, Abstaining: 0, to approve Ordinance M-4498. Absent from vote: Councilmember Hansen.

Communications

A. From the Council

B. From the Mayor

C. From the City Manager

Homeless Situation Report Update

Jamie Spinelli, Homeless Response Manager, discussed the 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.

Mayor McEnerny-Ogle opened the Community Forum and received testimony from the following community members regarding any matter:

- Carmen DeLeon, Vancouver
- Danielle Jokela, Vancouver
- Yolanda Martin Lucas, Vancouver
- Monica Zazueta Tabor, Vancouver

There being no further testimony, Mayor McEnerny-Ogle closed Community Forum.

Adjournment

8:02 p.m.

Anne McEnery-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: [City Council](#)
To: [Dollar, Sarah](#)
Subject: FW: 2025.02.24 CoV - Council - Consent Item - Downtown Parking plan
Date: Monday, February 24, 2025 12:00:56 PM

-----Original Message-----

From: Urbane Streets [REDACTED] >
Sent: Monday, February 24, 2025 11:57 AM
To: City Council <council@cityofvancouver.us>
Subject: 2025.02.24 CoV - Council - Consent Item - Downtown Parking plan

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

Please pull the draft parking plan to discuss the following items:

- transition from cash meters to only electronic payment: discuss review and plans for mitigating impact on the unbanked
- discuss wayfinding to cash meters (or if 1 block face per block will retain cash meters access)
- discuss additional cost to customers per transaction (and any planned fee increases planned by app service/ revenue paid to City of Portland (owner of Parking Kitty) in near term

Todd Boulanger
Vancouver WA

From: [City Council](#)
To: [Dollar, Sarah](#)
Subject: FW: 2025.02.24 CoV - Council - Consent Item - Downtown Parking plan / #10 agenda item
Date: Monday, February 24, 2025 3:13:53 PM

-----Original Message-----

From: Urbane Streets [REDACTED]
Sent: Monday, February 24, 2025 3:07 PM
To: City Council <council@cityofvancouver.us>
Subject: Re: 2025.02.24 CoV - Council - Consent Item - Downtown Parking plan / #10 agenda item

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 clarify: My submitted comments pertain to agenda item #10

Thank you.

- Todd

> On Feb 24, 2025, at 11:57, Urbane Streets <urbane.streets@gmail.com> wrote:
>
> Please pull the draft parking plan to discuss the following items:
> - transition from cash meters to only electronic payment: discuss review and plans for mitigating impact on the unbanked
> - discuss wayfinding to cash meters (or if 1 block face per block will retain cash meters access)
> - discuss additional cost to customers per transaction (and any planned fee increases planned by app service/ revenue paid to City of Portland (owner of Parking Kitty) in near term
>
> Todd Boulanger
> Vancouver WA
>

Staff Report: 044-25

To: Mayor and City Council
From: City Manager
Date: March 3, 2025

Subject

Construction Acceptance - NW Daniels St. (W. 34th to 39th St.) Water Main Replacement - ITB 24-40

Key Points

- This project increases water system integrity and reliability by replacing aging water mains.
- Acceptance of the construction improvements facilitates the release of the contractor's retainage.

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

Halme Excavating installed approximately 1,500 linear feet of 8-inch water main to replace an aging 4-inch steel water main. The replacement location was Northwest Daniels Street from West 34th Street to West 39th Street.

The final contract costs are shown in the table below. Construction change orders increased the contract roughly 7% due to a small increase in water main installed plus a reroute around an existing stormwater pipe.

There were no apprenticeship requirements for this project as the engineer's estimate fell below the policy threshold of \$500,000.

TOTAL CONTRACT COSTS	
Labor, Equipment and Material	\$358,696.26
Sales Tax	\$31,206.57
Total	\$389,902.83

Advantage(s)

1. Increases water system integrity and reliability.
2. Increase fire flow.
3. Eliminates high maintenance mains and costly repairs.

Challenge(s)

None

Budget Impact

Sufficient funds were included in the 2023-24 Capital Water Budget.

Prior Council Review

Staff Report 168-24, September 9, 2025, Bid Award

Action Requested

On Monday, March 3, 2025, accept the facilities as constructed by Halme Excavating, Inc., of Battle Ground, Washington and authorize the release of the contractor's retainage, subject to receipt of all documentation by law.

Staff Contact

Patrick Craney, Water Resource Engineer, patrick.craney@cityofvancouver.us

Attachments:

1. Vicinity Map - NW Daniels St. Water Main



PRJ100884 - NW Daniels ST (W 34th ST TO W 39th St)
Water Main Replacement

LEGEND

WATER MAIN

BOUNDRY OF CONSTRUCTION AREA



Staff Report: 045-25

To: Mayor and City Council
From: City Manager
Date: March 3, 2025

Subject

Contract Award – Agreement Between City of Vancouver and LSW Architects for Fire Station 8 Design – RFQ 50-24

Key Points

- Proposition 2 was passed in 2022 to fund fire and emergency services, including capital investments in new fire stations and seismic retrofits/expansions of existing stations.
- Fire Station 8 was identified for seismic retrofit and expansion to accommodate the addition of a new fire truck and crew. The project was included in the 2025-2026 biennium budget.
- The City uses design and engineering consultant professional service agreement contracts to deliver capital projects. The design services solicited, for the majority, are in areas that are not done by existing City staff. Specifically, the fields of architecture, interior design, equipment design, as well as structural, electrical, plumbing and mechanical engineering.
- Per statutes, a competitive request for qualifications process was completed. LSW Architects was selected from five qualified proposals based on their expertise with similar Fire Station projects.

Strategic Plan Alignment

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

Present Situation

The Vancouver Fire Department (VFD) is one of the busiest fire departments in the region, serving 89.2 square miles and almost 300,000 citizens. The City population has more than doubled since 1990, with emergency calls increasing an average of 5% per year. The Vancouver Fire Department has needed to grow in response to the increased demand. There has been significant investment in fire infrastructure over the past 20 years. Station 7 was built in 2005, Station 10 in 2009, Stations 1 and 2, in 2017 and Station 11 in 2022. However, there are still several stations that are undersized to the needs of their service areas and that require upgrade or replacement.

In response to the need to invest in fire and emergency services, in 2022, the public approved Proposition 2 – a levy lid lift to fund fire and emergency services, including the construction and seismic retrofitting of fire facilities. The VFD has identified and prioritized several fire station upgrade projects to be completed with Proposition 2 funding. Fire station 8 is the first significant facility upgrade to be funded under the proposition.

Fire Station 8 is located at 213 NE 120th Avenue and was built in 1970. It has the largest call volume of any station with only one apparatus with 4,614 calls in 2023. The building does not meet current seismic requirements and has other deficiencies. In addition, the fire station currently houses one (1) engine; it needs to add another apparatus and crew.

In preparation for the Station 8 expansion project, MENG Analysis was commissioned to do a facility

condition report. This was completed in 2022. In 2024, a team led by LSW Architects completed a feasibility study, exploring alternatives to expand Fire Station 8 to include an additional apparatus and team. The feasibility study included cost estimation. The cost estimates were used to develop the project budget of \$11.4 million.

On August 30, 2024, the City of Vancouver released a Request for Qualifications for the design team (RFQ 50-24). On October 9, 2024, the City received 5 qualification statements. The qualifications statements were evaluated based on the project approach and understanding as well as capabilities and qualifications. The review panel met and the consensus of the review panel was to select LSW Architects for the project and award one (1) contract with the expectation to complete work within schedule and budget. The costs for the scope of work by LSW Architects is \$1,306,972,24.

Advantage(s)

1. Approval moves the project forward which aligns with strategic goals, priorities and voter approved initiatives.
2. Approval provides a project team with the expertise in the development and design of essential facilities.

Challenge(s)

1. Failure to approve does not move forward with capital investments approved under Proposition 2.
2. Failure to approve would keep the fire station susceptible to significant damage in a projected seismic event and does not provide the space for the new fire truck and crew at the identified response location.

Budget Impact

The capital budget for Fire Station 8 is in the approved 2025-2026 biennial budget.

Prior Council Review

- Resolution M-4155 authorizing presenting Proposition 2 to the public.
- Vancouver Fire Department's annual report to council on fire and EMS services.
- 2025-2026 City of Vancouver Biennial Operating and Capital Budget discussion.

Action Requested

On Monday, March 3, 2025, authorize the City Manager, or designee, to enter into a Professional Services Agreement with LSW Architects for design services for Fire Station 8 for \$1,306,972.24.

Staff Contact

John Kearns, Capital Projects Project Manager, Kevin.Kearns@cityofvancouver.us

Attachments:

1. LSW Contract



**CITY OF VANCOUVER
SERVICES AGREEMENT**

No. C-101898

**ARCHITECTURAL AND ENGINEERING DESIGN SERVICE FOR THE RENOVATION OF
FIRE STATION 8**

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 LSW Architects, P.C. 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 proposals, numbered 50-24 (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 \$ 1,306,972.24 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 require 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, Kevin Kearns, by email to kevin.kearns@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 December 31, 2027. The Parties may agree in writing to renew the Agreement up to three 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 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. 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.	\$5,000,000

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:
Brent Young
LSW Architects, PC
610 Esther Street, Suite 200
Vancouver WA 98660
Email: byoung@lsw-architects.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:

LSW Architects, PC

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

PROJECT UNDERSTANDING

The City of Vancouver (Owner) is requesting design services for LSW and our consultants (A/E Team) to modify the existing Fire Station 8 building, located at 213 NE 120TH, through expansion and remodel. This project will renovate, seismically retrofit and expand the existing 1970's fire station to better meet the needs of the community, to house more emergency responder staff and better meet the needs of that staff. The renovated fire station will be more accessible, sustainable, and resilient.

Sustainability: The Owner is in the process of finalizing a green building policy and will advise the A/E team on how to implement this policy where feasible within available budget and site constraints. The Architect will host a sustainability Charrette to set our approach and sustainability goals. The Owner is not seeking any third-party sustainability certification. The Owner also has an interest in a design, construction and operational approach that incorporates design for belonging and the health and safety of the fire department staff. Continuity of operation services for critical fire station operations is required.

Budget: The total project budget is estimated at \$12.5 Million. This budget includes both construction costs and soft costs such as design and engineering, permitting fees, system development costs, and special inspections. Also included in the project budget is furniture, fixtures and equipment (FF&E). The construction budget is estimated to be \$8,200,000. The design team will also evaluate the viability of building a new building within the same budget and determining if this will offer the Owner more value.

Delivery: This project is anticipated to use the GC/CM delivery method, pending project approval by the Project Review Committee (PRC) of the Capital Projects Advisory Review Board (CPARB). The Owner has contracted with an Owner's Representative, OAC, to assist in project management. The PRC approval process will be facilitated by the Owner's Representative. A construction manager may be contracted for representation during the construction phases. The Owner anticipates utilizing a Target Value Delivery approach and other Lean Construction principles. The Owner will provide an Oversight Committee to advise and make decisions on the project. Review and approval touchpoints with elected officials and oversight committees will be incorporated in the process. The A/E Team will participate and provide presentation deliverables for public outreach. The A/E Team will follow design standards for the design and specification of building/site elements, finishes, and equipment if provided. The A/E Team will provide one set of documents for bidding/construction. It is anticipated that the Bid/Construction

documents may be divided into multiple bid packages, however, the GC/CM will be responsible for separating and coordinating this work.

The Project includes the following Tasks:

- Task 1 – Overall Design Team Management
- Task 2 – Concept Plan and Basis of Design Validation
- Task 3 – Opportunities and direction for achievement of project goals
- Task 4 – Development of decision processes and design tools incorporating the concepts of Target Value Delivery/Design to Budget (supporting Task 6)
- Task 5 – Schematic Design Documents (30%)
- Task 6 – Cost Model Development
- Task 7 – Design Development Documents (60%)
- Task 8 – Value Engineering and Risk Assessment
- Task 9 – Construction Documents (90%, PS&E)
- Task 10 – Permitting: Land Use, Engineering, Environmental and Building
- Task 11 – Construction Bidding, Design Support and Construction Administration
- Task 12 – Public Outreach support materials (graphics, mailers, internet content), support and administration of Stakeholder/Public Meetings and Presentation materials
- Task 13 – Equipment and Specialized System Design
- Task 14 – building life strategic maintenance planning and budgeting
- Task 15 – Project Closeout

SERVICES

Services by Phase

LSW will coordinate and manage the work provided by the A/E team for the duration of the project. The work will be provided by the A/E Team in accordance with the following phases. A summary of services included in each phase is as follows:

Predesign/Programming (PD) – Determine project scope and approach, Assess and document project goals, programmatic needs and wants, and operational requirements; Initiate site testing, surveys, and analysis; Test fit scenario options on the site; Meet with Oversight Committee and stakeholder groups; Provide a preliminary cost opinion for project scoping.

Schematic Design (SD) – Provide and present conceptual design approaches to Owner; Host sustainability charrette; Meet with Oversight Committee every other week; Select major systems such as HVAC and structural; Submit for PRC Review; Plan temporary operations strategy; QA/QC; (1) cost estimate; Value engineering; Document preferred design to a schematic level.

Design Development (DD) – Based upon preferred SD design, review and finalize design and system options; coordinate consultant scopes; Meet with Oversight Committee every other week; finalize and document temporary

operations strategy; Submit for Land Use Review; QA/QC; (1) analysis of GC provided cost estimate; Value engineering.

Construction Documents (CD) – Complete project documentation and specifications; Meet with Oversight Committee every 4th week; Prepare documents for permitting and bidding; FF&E specification; QA/QC; (1) analysis of GC provided cost estimate; Value engineering.

Procurement/Bidding/Permitting (Procurement) – Submit review ready documents to the AHJs for permitting. Provide owner with bid ready documents for bidding. Respond to permitting questions. Attend one pre-bid meeting. Respond to bidder questions and substitution requests. Compile updates from permitting and bidding into Addenda for bidding. Review bid. (1) analysis of GC provided cost estimate.

Construction Administration (CA) - attend weekly construction meetings; review submittals, RFI's, change orders, and review pay applications. This Basic Service is limited to 16 hours per week for 60 weeks; Collaborate with Owner to provide Building Life Strategic Maintenance Planning and Budgeting assistance; HVAC commissioning.

Close Out (CO) – 1 punch list walk after substantial completion, 1 compiled punch list, 2 punch list back checks; document Record Set; Operations and Maintenance Manual (O&M) review.

Basic Services (included in Lump Sum Fee):

Basic Services include the standard professional architectural, civil, structural, mechanical, electrical, and plumbing engineering services required for SD, DD, CD, Procurement, CA, & CO phases.

Architectural Basic Services also includes:

- Measured drawings of existing conditions
- Sustainability Charrette
- Value engineering (3 cycles)
- Interior design
- Public Engagement/public presentations (1 council meeting and 1 public presentation)

Mechanical/Electrical/Plumbing Basic Services also includes:

- Emergency power
- Lighting Design
- Fire Sprinkler schematic design (Basis of design for Bidder Designed system)

Civil engineering is limited to on-site improvements and the following anticipated improvements in the right-of-way:

- Replacement of existing driveway approaches
- Sidewalks and curb cut replacement
- Street repairs from construction damage
- Signage and parking striping
- Street lighting
- Bike parking requirements

Included Additional Services (included in Lump Sum Fee):

Included Additional Services are required for the project or requested by the Owner specifically for this project. Additional services are marked up by the Architect to offset management and coordination costs.

- AS-1 Landscape Architecture – Schematic Design/Design Development/Construction Documents/Permitting & Bidding/Construction Administration/Close out
- AS-2 Acoustic Design– Services for the following phases: Schematic Design/Design Development/Construction Documents/Permitting & Bidding/Construction Administration / Close out
- AS-3 Building Envelope Consulting – Services for the following phases: Schematic Design/Design Development/Construction Documents/Permitting & Bidding/Construction Administration/Close out
- AS-4 Cost Estimating (1 initial budget reconciliation; Contribute to GC/CM’s Target cost model, 3 estimates, and 1 bid review) – Services for the following phases: Schematic Design/Design Development/Construction Documents/Permitting & Bidding. Also see AS-7
- AS-5 Pre-Design/Programming (2 meetings with stakeholders and 4 meetings with Oversight Committee)
- AS-6 Temporary Facilities Planning
- AS-7 Cost Estimating Site (in conjunction with AS-4)
- AS-8 Energy Modeling for Code compliance
- AS-9 Land use approval support (includes SEPA, Conditional Use Permit & Site Plan Review)
- AS-10 Archeological and cultural resources evaluation
- AS-11 Site topography/utility/boundaries survey
- AS-12 Geotechnical testing/engineering
- AS-13 Traffic study
- AS-14 Furniture, Fixtures, & Equipment specification (FF&E)
- AS-15 Not used

AS-16 Basic building commissioning to ensure system functions as designed
AS-17 Telecommunication System / ITC
AS-18 Security System
AS-19 Building life strategic maintenance planning and budgeting assistance - allowance
AS-20 Record Set (drawings and specifications annotated with changes during construction)
AS-21 Rendered Building Visualization

Potential Additional Services (not included in Lump Sum Fee; may be added by amendment to this agreement):

- Project Review Committee (PRC) Approval Assistance
- Traffic signal engineering
- Offsite utility upgrades such as power, gas, sewer, storm water, domestic and fire water.
- Sustainability certification
- Value engineering services and redesign in response to owner requested changes that impact previously approved estimates from prior phases
- Scope changes due to deviations from defined scope of project and/or services
- Owner requested changes to designs approved in prior phases
- FF&E ordering/purchasing/installation
- Schedule extensions resulting from decisions of the Owner not rendered in a timely manner or by failure of performance on the part of the Owner or Owner's consultants and contractors.
- Radon mitigation system
- Construction delivery method other than GC/CM
- Multiple Bid Packages (coordinated and documented by A/E team)
- Enhanced Construction Administration

Services Not Provided:

- Location system design (coordination of system is included)
- Hazardous material identification, testing, and/or abatement
- Permit/Agency Process fees

The Owner will provide the following services:

- Set up of utility service and coordination of service installation
- Overall Project Management through a third-party Owner's Representative
- Special Inspection Services
- Public Outreach / Communications (with limited design team support)

- Fire Station Alerting system
- Furniture contracting and installation
- Staff relocation / operations planning

DELIVERABLES

- Program Document
- Preliminary Schematic Design Documents
- Schematic Design Documents
- Pre Application Documents
- Land Use Submittal Documents
- Preliminary Design Development Documents
- Design Development Documents
- 50% Construction Documents
- Preliminary Construction Documents
- Temporary Facilities Documents
- Bidding/Construction Documents – If multiple bid packages are required, the GC/CM will perform the work to split the sets, enumerate the scope of work, and coordinate the marriage line between packages/scopes.
- Building Render (1)
- FF&E specification

SCHEDULE

The following is a general overview of project phases and their durations. Refer to attached Draft Schedule for additional information. The proposed schedule includes assumptions for Owner review durations and changes may impact the schedule. The timeliness of agencies having jurisdiction reviews/approvals and contractor bidding/construction are not controlled by the Architect and may vary.

Work performed beyond this schedule may invoke additional services:

Pre-Design / Programming	8 weeks
Schematic Design	10 weeks
Design Development	12 weeks
Construction Documents	16 weeks
Procurement/Bidding/Permitting	12 weeks
Construction Administration	60 weeks
Close Out	8 weeks

PROPOSED A/E TEAM

Architect of Record	LSW Architects
Specialty Architect	TCA
Civil Engineer / Land Use	Robertson Fick
Structural Engineer	PCS
MEP/Fire Sprinklers/Lighting/Low Voltage/Commissioning	Interface
Landscape	Shapiro Didway
Building Envelope	Certa
Acoustic Design	Acoustic Design Studio
Cost Estimating	Wiggins
Site survey	Minister-Glaeser
Geotechnical	Columbia West
Archaeology	Archaeological Services
Traffic	Global Transportation

Draft Schedule

[illegible]

Design Phase Deliverables

- Design phase deliverables to owner
- Design phase check set - internal only
- ◆ Value Engineering
- Estimate
- ✗ QA/QC

Notes

The timeliness of agencies having jurisdiction reviews/approvals and contractor bidding/construction are not controlled by the Architect and may vary.

Schedule includes assumptions for Owner review durations and changes may impact the schedule.

EXHIBIT "B": Fee Schedule

1 BASIC SERVICE FEE						\$944,727.00
2 ESTIMATED BASIC SERVICE FEE BREAKDOWN includes the usual and customary Arch, Struct, MEP and Civil						
		ARCHITECTURAL LSW + TCA	STRUCTURAL PCS	MEP Interface	CIVIL Robertson Fick	TOTAL
	Schematic Design	\$ 121,878.24	\$ 23,826.00	\$ 25,800.00	\$ 15,620.00	\$ 187,124.24
	Design Development	\$ 138,496.00	\$ 25,807.00	\$ 32,700.00	\$ 26,033.00	\$ 223,036.00
	Construction Documents	\$ 121,878.24	\$ 45,801.00	\$ 44,000.00	\$ 36,447.00	\$ 248,126.24
	Permitting / Bidding	\$ 11,079.84	\$ 2,581.00	\$ 7,700.00	\$ 2,100.00	\$ 23,460.84
	Construction Administration	\$ 160,657.68	\$ 34,839.00	\$ 42,300.00	\$ 18,200.00	\$ 255,996.68
	Close out		\$ 2,581.00		\$ 4,400.00	\$ 6,981.00
						\$ -
TOTAL		\$ 553,992.00	\$ 135,435.00	\$ 152,500.00	\$ 102,800.00	\$ 944,727.00

2 INCLUDED ADDITIONAL SERVICES (Included in Lump Sum Fee)														\$345,625.24
		ARCHITECTURAL LSW + TCA	STRUCTURAL PCS	MEP Interface	AS-1 LANDSCAPE Shapiro Didway	AS-2 ACOUSTICS Acoustic Design Studio	AS-3 ENVELOPE Certa	AS-4 COST ESTIMATING Wiggins	CIVIL / LAND USE Robertson Fick	ARCHAEOLOGY Archaeological Services	SURVEY Minister-Glaeser	GEOTECHNICAL Columbia West	TRAFFIC Global Transportation Engineering	TOTAL
	Schematic Design				\$3,300.00	\$1,760.00	\$1,375.00	\$12,672.00						\$19,107.00
	Design Development				\$4,400.00	\$2,200.00	\$2,750.00	\$6,732.00						\$16,082.00
	Construction Documents				\$5,500.00	\$4,400.00	\$11,000.00	\$4,752.00						\$25,652.00
	Permitting / Bidding				\$550.00	\$440.00		\$3,168.00						\$4,158.00
	Construction Administration				\$4,950.00	\$1,100.00	\$28,600.00							\$34,650.00
	Close out				\$550.00		\$2,200.00							\$2,750.00
AS-5	Pre-Design / Programming	\$48,000.00		\$8,030.00	\$2,475.00			\$2,376.00	\$3,410.00					\$64,291.00
AS-6	Temporary Facilities	\$5,600.00												\$5,600.00
AS-7	Cost Estimating Site				\$0.00				\$4,290.00					\$4,290.00
AS-8	Energy Modeling			\$11,000.00										\$11,000.00
AS-9	Land Use	\$1,400.00			\$2,200.00				\$16,610.00					\$20,210.00
AS-10	Archaeological Survey									\$3,727.24				\$3,727.24
AS-11	Topo / boundaries Survey										\$18,040.00			\$18,040.00
AS-12	Geotechnical											\$19,635.00		\$19,635.00
AS-13	Traffic												\$3,663.00	\$3,663.00
AS-14	FF&E Specification	\$7,500.00												\$7,500.00
AS-15	Enhanced CA	\$0.00												\$0.00
AS-16	Building Commissioning			\$14,300.00										\$14,300.00
AS-17	Telecommunications / ITC			\$24,200.00										\$24,200.00
AS-18	Security System			\$13,200.00										\$13,200.00
AS-19	Strategic Maint. Planning	\$5,600.00						\$7,920.00						\$13,520.00
AS-20	Record Set	\$5,000.00	\$0.00	\$5,500.00	\$0.00				\$1,650.00					\$12,150.00
AS-21	Rendered Building Visualization	\$3,500.00												\$3,500.00
														\$0.00
TOTAL		\$76,600.00	\$0.00	\$80,630.00	\$23,925.00	\$9,900.00	\$45,925.00	\$37,620.00	\$25,960.00	\$3,727.24	\$18,040.00	\$19,635.00	\$3,663.00	\$345,625.24

3 REIMBURSABLE EXPENSES ESTIMATED BUDGET (All reimbursable expenses including renderings are passed through at cost plus 10%)	\$16,620
---	----------

TOTAL ALL SERVICES (Excluding reimbursable)	\$1,290,352.24
---	----------------

**All Other Consultant Services 10% markup included

LSW Hourly Billing Rates

Administrative/Support Staff	\$100.00
Architectural Staff I	\$112.00
Architectural Staff II	\$125.00
Architectural Staff III	\$135.00
Senior Architectural Staff	\$165.00
Architect I	\$133.00
Architect II	\$138.00
Architect III	\$145.00
Senior Architect	\$175.00
Project Manager	\$145.00
Senior Project Manager	\$175.00
Interior Designer I	\$100.00
Interior Designer II	\$135.00
Interior Designer III	\$140.00
Senior Interior Designer	\$150.00
Principal/CSO/CFO	\$250.00

PCS Structural Solutions

Associate Principal, Principal, and Directors	\$195.00 to \$250.00
Project Manager/Associate Engineer	\$160.00 to \$195.00
Design Engineer/Project Engineer	\$125.00 to \$160.00
CAD/BIM Technician and BIM Directors	\$120.00 to \$170.00
Administrative/Clerical	\$ 90.00 to \$120.00

Interface Engineering Hourly Rates

Senior Principal:	\$280/Hour
Principal:	\$260/Hour
Associate Principal:	\$240/Hour
Associate/Project Manager:	\$220/Hour
Senior Engineer/Designer:	\$200/Hour
Engineer/Designer:	\$175/Hour
Revit Designer/Drafter:	\$145/Hour
Administrative:	\$125/Hour

Shapiro Didway Hourly Rates

Principal	\$	150
Landscape Architect	\$	130
Project Manager	\$	130
Landscape Designer	\$	110
Clerical & Administration	\$	85

Acoustic Design Studio Hourly Rates

Principal Engineer	\$200
--------------------	-------

Certa Building Solutions Hourly Rates

a) Building Consultant VI	\$225/hour
b) Building Consultant V	\$215/hour
c) Building Consultant IV	\$205/hour
d) Building Consultant III	\$190/hour
e) Building Consultant II	\$170/hour
f) Building Consultant I	\$155/hour
g) Support Staff	\$120/hour

- All time will be billed at 1/4-hour increments.
- A multiplier of 1.2 is applied to all expenses.
- Mileage is billed per the current GSA Privately Owned Vehicle (POV) Mileage Reimbursement Rate.
- Expense rates are subject to adjustment once each calendar year to reflect revisions to applicable industry benchmarks.

Wiggins Preconstruction Services Hourly Rates

Estimating Services \$180/hour

Robertson Fick Engineering Hourly Rates

Staff Type/Item	Billing Rate
Labor Billing Rates	
Project Managing Engineer	\$195 / hr.
Civil Engineer III	\$179 / hr.
Civil Engineer II	\$164 / hr.
Civil Engineer I	\$144 / hr.
Civil Designer II	\$128 / hr.
Civil Designer I	\$113 / hr.
CAD Technician	\$97 / hr.
Clerical	\$75 / hr.
Expenses	
Automobile Mileage *	no charge
Mark-up on Project Expense (Reimbursables) **	0%
Mark-up on Subconsultants ***	10%

* Unless otherwise noted in the contract, costs for mileage are not itemized or charged to the client. Employees are reimbursed for mileage at the current IRS rate.

** Project expenses include direct costs such as prints, copies, review fees, etc.

*** Refer to scope and fee proposal for applicability of sub-consultant mark-up.

Archaeological Services LLC Hourly Rates

Personnel	Estimated Hours	Billing Rate/Hr
Principal Investigator	0	\$184.05
Archaeologist III	2	\$99.89
Principal Investigator	0	\$184.05
Archaeologist III	4	\$99.89
Archaeologist III	8	\$99.89
Principal Investigator	1	\$184.05
Archaeologist III	6	\$99.89
Archaeologist III	0	\$99.89
Archaeologist III	8	\$99.89

Minister-Glaeser Surveying Inc. Hourly Rates

Project Surveyor - \$120/hour

Two Person Field Crew - \$250/hour

Two Person Field Crew w/ Drone - \$325/hour

Columbia West Engineering Inc Hourly Rates

Personnel	Rate	Personnel	Rate
Principal Engineer	\$250	Senior Engineering Technician	\$110
Associate Engineer	\$225	Engineering Technician	\$100
Senior Project Engineer/Geologist	\$215	Laboratory Manager	\$145
Project Engineer/Geologist II	\$190	Laboratory Technician	\$80
Project Engineer/Geologist I	\$170	Senior Technical Editor	\$100
Senior Staff Engineer/Geologist	\$150	Technical Editor	\$90
Staff Engineer/Geologist II	\$140	Administrative Assistant	\$80
Staff Engineer/Geologist I	\$135		

Global Transportation Engineering Hourly Rates

Classification	Rate
Principal/Project Manager 3	\$180.00
Sr Project Engineer 3	\$175.00
Sr Engineering Associate 3	\$145.00
Engineering Associate 2	\$110.00
Engineering Associate 1	\$95.00
Tech XIV (Drafting)	\$110.00
Tech X (Drafting)	\$95.00
Admin/Bookkeeping	\$95.00

EXHIBIT "C":
Subconsultant Proposals

Staff Report: 046-25

To: Mayor and City Council
From: City Manager
Date: March 3, 2025

Subject

Contract Amendment – Legal Services Regarding PFAS Contamination - C-101309

Key Points

- Existing contract provides legal services for pursuing PFAS manufacturer claim settlements.
- The initial contract was initiated in 2023 through a direct award as allowed by VMC 3.05.200 for legal services and was below the price threshold for Council Action.
- Staff is requesting to increase the contract amount to \$500,000 to continue representation for claim settlements and encompass other legal efforts related to PFAS contamination in drinking water and in our various waste streams.

Strategic Plan Alignment

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

Present Situation

PFAS, or **per- and polyfluoroalkyl substances**, are a large group of human-made chemicals known for their water- and oil-resistant properties in a wide variety of consumer products and industrial processes. They're often called "forever chemicals" because they don't break down easily in the environment or in the human body. These chemicals have raised concerns because they can accumulate over time in the environment and in living organisms, potentially leading to health problems. In response, federal and state agencies have established threshold concentrations of specific PFAS compounds in drinking water. EPA's maximum contaminant levels (MCLs) for six PFAS compounds are in effect and the City's water program is proactively monitoring PFAS at all the system's water stations and is implementing a PFAS Mitigation Plan, including construction of engineered filtration systems at key water production stations.

Along with developing a long-term PFAS Mitigation Plan for drinking water, the City has contracted with Marten Law of Seattle, Washington to provide legal services regarding investigations, environmental regulatory and risk management assessments, and options seeking to recover City costs for responding to PFAS in its water supply including potential claims against PFAS manufacturers. To date this effort has focused on Marten Law's legal assistance with pursuing the 3M, DuPont and Tyco litigation settlements. The intent is to continue to have this contract support efforts related to these ongoing settlements.

During the time since the initial engagement with Marten Law, more EPA regulations, studies and policies have emerged that directly affect Vancouver's water and waste stream programs. This includes the following actions from EPA:

- Designation of two PFAS compounds as hazardous substances in the Comprehensive Environmental Response Compensation, and Liability Act (CERCLA, which created the Superfund program to finance cleanup efforts), affecting both drinking water and waste

streams.

- Directives to state regulatory agencies to require monitoring and reporting for PFAS in wastewater in National Pollutant Discharge Elimination System (NPDES) permits.
- Development of a draft sewage sludge (wastewater solids) risk assessment study report, which may eventually guide EPA and states to develop PFAS concentration limits in biosolids for beneficial uses.

City staff wishes to continue engaging with Marten Law on these and other matters related to PFAS in wastewater as well as drinking water. The amended engagement letter is proposed to include all PFAS contamination where the initial engagement letter responded to PFAS in the City's water supply.

The only part of the engagement letter that would change is to replace the strikethrough language with one word, "contamination" as follows:

Thank you for engaging Marten Law ("Marten") to represent the City of Vancouver, Washington ("the City"). In general, you have asked us to advise the City on PFAS investigations, environmental regulatory and risk management, and options for seeking to recover the City's costs for responding to PFAS contamination, including potential claims against PFAS manufacturers.

Advantage(s)

- Potentially provides financial assistance to offset local fund needs to complete large capital utility infrastructure projects.
- Reduce City's risk exposure to new and anticipated EPA and state laws and regulations regarding PFAS in water and wastewater.

Challenge(s)

Regulations for select PFAS compounds in drinking water have been finalized by the EPA, however future PFAS-related regulations are anticipated for wastewater solids management, industrial pretreatment program, and treatment plant effluent water quality. As such, the City is challenged to develop capital improvement plans while also being agile to implement future regulations. Expert legal support from Marten Law will help the City to assess and mitigate risk exposure and costs.

Budget Impact

Funds are allocated in the approved 2025-2026 Capital Improvement Budgets for Water and Wastewater.

Prior Council Review

None. Initial contract amount was below the \$300,000 threshold.

Action Requested

On Monday, March 3, 2025, authorize the City Manager, or designee, to request an amended engagement letter for contract C-101309 with Marten Law of Seattle, Washington to allow for representation on all PFAS contamination issues, and to increase the total contract amount up to \$500,000.

Staff Contact

Kris Olinger, Utility Engineering Program Manager, kris.olinger@cityofvancouver.us

Attachments:

1. 2023-04-10 City of Vancouver - PFAS Engagement Letter 4886-7540-5404 version 1 _ COV Signed



MARTEN LAW

April 10, 2023

Via E-Mail and First Class Mail

Jonathan J. Young
City Attorney
P.O. Box 1995
Vancouver, WA 98668
Jonathan.young@cityofvancouver.us

Daniel G. Lloyd
Assistant City Attorney
Dan.Lloyd@cityofvancouver.us

RE: *PFAS*
Engagement Letter

Dear Jonathan and Daniel:

Thank you for engaging Marten Law (“Marten”) to represent the City of Vancouver, Washington (“the City”). In general, you have asked us to advise the City on PFAS investigations, environmental regulatory and risk management, and options for seeking to recover the City’s costs for responding to PFAS in its water supply, including potential claims against PFAS manufacturers. Marten will serve as the City’s counsel until the legal services have been fully performed and concluded or until its engagement is terminated by the City or Marten as provided herein.

I will be responsible for Marten’s relationship with the City and should be contacted in the first instance concerning issues which pertain generally to that relationship. Other Marten lawyers and staff will be called upon from time to time as necessary to perform services for the City. We will look primarily to you for direction. Please let me know if we should be taking our direction from anyone else.

Marten is not aware of any actual conflicts of interest arising from its representation of the City. The parties we know to be adverse to the City on this matter are the Washington Department of Health and the Washington Department of Ecology. We do not represent these parties. If conflicts of interest arise and are identified, Marten will disclose them to the City and we will work together to resolve them. While Marten will have primary responsibility for monitoring and identifying conflicts of interest, the City agrees to assist Marten in that regard.

Jonathan J. Young, City Attorney
City of Vancouver
April 10, 2023

We will schedule a meeting with the City Attorney's Office and City staff to discuss an appropriate scope of work to set the City's PFAS response strategy. Following that initial meeting, we will outline the scope of our work and provide an estimated budget for the City to approve. We will not exceed such mutually agreed budgets without written approval from the City.

This letter and the attached *Schedule A* set forth the terms, conditions, and billing policies that apply to this engagement. If you are in agreement, please return one signed copy to me for my files. If you do not agree, please let me know immediately so that we can resolve those issues. Once again, thank you for looking to Marten for your legal representation. We look forward to a successful relationship with you.

Sincerely,



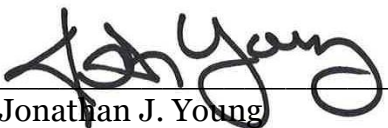
Jeff B. Kray
Attorney at Law

Direct: 206.292.2608
Cell: 253.686.2594
E-mail: jkgray@martenlaw.com

Enclosure

The terms of the foregoing letter and the attached *Schedule A* are agreed to and accepted as of this 10th day of April, 2023.

City of Vancouver, Washington

By: 
Jonathan J. Young

Its: City Attorney
(Procurement approved per VMC 3.05.200)

Schedule A

BILLING POLICIES
&
TERMS & CONDITIONS OF ENGAGEMENT

Professional Fees

Our goal is to ensure that the fees we charge reflect the value we bring to your project. Hourly rates are the major determinant of our fees. Each lawyer and paralegal is assigned a billing rate that we believe is a fair reflection of his or her knowledge, skill and experience. Our attorneys' hourly rates range from \$465.00 per hour for our junior associates to \$975.00 per hour for our most experienced partners. We reassess our rates at the close of each year, but we will not change the rates we charge you from that shown below without your consent. Staffing decisions will be made by the attorney in charge of your matter, after consultation with you, with the objective of rendering services to you on the most efficient and cost-effective basis. We provide to local governments a 10% discount from our standard rates. Our discounted rates for this matter are as follows:

Local Government Discount Rates

Title	Name	2023 Rates
Attorney	Allan, Richard H.	\$620.00
Attorney	Barker, Albert P.	\$630.00
Attorney	Brown, Bryce M.	\$420.00
Attorney	Carey, Isabel Q.	\$420.00
Attorney	Ferrell, Jessica K.	\$655.00
Attorney	Fite, Lawson E.	\$655.00
Attorney	Kray, Jeffrey B.	\$655.00
Attorney	Lyman, Jack B.	\$715.00
Attorney	Marten, Bradley M.	\$880.00
Attorney	Nelson, Shannon E.	\$420.00
Attorney	Odell, Stephen J.	\$585.00
Attorney	Pollack, James B.	\$445.00
Attorney	Ross, Jack L.	\$445.00
Attorney	Simpson, John K.	\$630.00
Attorney	Smith, Michael B.	\$420.00
Attorney	Thompson, Travis L.	\$630.00
Attorney	Uhling, Terry T.	\$880.00

Attorney	Xu, Victor Y.	\$420.00
Paralegal	Baker, David K.	\$325.00
Paralegal	Goodrich, Marina V.	\$345.00
Paralegal	Herlihy, Erin E.	\$295.00

Time Records

To accurately establish the fair value of the services that we provide to you, each lawyer and paralegal that works on this matter will maintain, review and submit detailed time records for the work they do. Time will be accounted for in increments of one-tenth of an hour.

Data and Cloud Storage

Occasionally, during the course of representation, we may be required to utilize a third-party vendor to electronically store large amounts of case related data on Clients' behalf. Our data storage vendors identify the size of data storage necessary for each Clients' specific matter, and charges Marten on a per Gigabyte basis. We pass through to each Client, without mark-up, the costs for the data storage specifically identified as having been held on that Clients' behalf.

Estimates of Fees

Estimates of legal fees are estimates only and are not an agreement to perform services for a fixed fee. Despite our best efforts, the time necessary to complete the legal services for this matter may exceed our best estimates.

Expenses and Costs

In the course of our representation, we will incur third-party costs and expenses on your behalf. The dollar amount of these costs will depend on the work that we do for you. We will keep these expenses to a minimum. You agree that Marten is authorized to incur those costs and expenses which Marten deems necessary to perform the legal services for this engagement on your behalf.

For most third-party costs, we receive vendor invoices specific to accomplishing your tasks. We do not "mark-up" vendor costs, but pass these costs through to you at the exact amount invoiced us by each vendor. As a general rule, when vendor costs aggregate \$1,000.00 or less, we will pay these costs from our own funds and include them for reimbursement on your next invoice. However, we reserve the right to require that you pay providers of goods and services directly or that you deposit funds with us in advance when we estimate that these expenditures will exceed \$1,000.00.

Jonathan J. Young, City Attorney
City of Vancouver
April 10, 2023

We will strive to include all costs and expenses that were incurred on your behalf during the month on our invoice for that month's work. However, should a cost not be available in our billing system in time to be posted on the current invoice, it will be included on your next invoice.

If you should ever have any question regarding the fairness or accuracy of the costs and expenses reflected on your bill or if you would like more in-depth detail, please let your attorney or our Finance Department know. They will work with you to ensure that the bill was indeed fair and that you are satisfied with the value which we have provided.

Monthly Invoicing

Generally, we prepare and forward to you our billing statements during the first week following the calendar month to which they apply. Our invoices will reflect the time spent and a brief description of the services performed on your behalf. Prior to our rendering your bill, the attorney in charge of your matter will review all time charged to it to ensure that your bill is accurate and fair.

Payment Terms

Marten's invoices are due and payable thirty (30) days from invoice date. Interest will be charged on amounts remaining unpaid more than ninety (90) days after the invoice date, at an interest rate not to exceed twelve percent (12.0%) per annum, compounded monthly. For amounts remaining unpaid more than one hundred eighty (180) days, in addition to the interest charges specified above, Marten shall be entitled to recover attorney fees and court costs incurred to collect these amounts.

Use the following ACH/Wiring information to make electronic payments:

NAME OF BANK: The Commerce Bank of Washington
601 Union Street, Suite 3600
Seattle, WA 98101

ABA/ROUTING #: 125008013
ACCOUNT NAME: Marten Law LLP
ACCOUNT #: 003155862

Send physical checks for payment directly to the following address:

Marten Law LLP
1191 Second Avenue, Suite 2200
Seattle, Washington 98101

File Storage

Marten retains client files for seven years from the date we close the file. Once we have completed the legal work on this matter, we will notify you via letter that we are closing your file. If we have gathered materials in support of this matter during the engagement, we will give you the opportunity at that time to request the return of those documents. We will also pass through to each Client, without mark-up, the costs of consolidation and transportation of matter materials. If you request the return of the documents, Marten reserves the right to retain copies. On or shortly before the seventh anniversary of the original archive date, we will notify you via letter that, absent instructions from you requesting delivery of the materials, the firm will follow its established policy and destroy the portion of the file that belongs to you.

Disclaimer of Guarantee

Marten makes and has made no promise or guarantees about the outcome of this representation undertaken by Marten.

Termination

You may terminate Marten's engagement at any time and for any reason (or no reason) by written notice. Upon receipt of such notice, Marten will stop performing services on your behalf except with respect to those specific matters, if any, identified in the notice of termination or related correspondence. As to those specific matters only, Marten will continue to represent you during a reasonable transition period until new counsel is engaged and Marten is instructed to cease work on such matters.

Upon such termination, within ten (10) days, you agree to pay Marten's outstanding fees and expenses. Outstanding fees and expenses include both billed but unpaid invoices and unbilled time and expenses for services performed on your behalf.

Marten may terminate its engagement as your counsel at any time and for any reason, including but not limited to non-payment or late payment of fees, to the extent permitted by the applicable rules of professional conduct. Upon such termination of its engagement as counsel, Marten will cooperate with you in the transfer of its responsibilities to successor counsel at your direction.

You agree to pay Marten's outstanding fees and expenses within thirty (30) days of the effective date of such termination.

Jonathan J. Young, City Attorney
City of Vancouver
April 10, 2023

Your Satisfaction

Your satisfaction with the value you receive from Marten is our top priority. Our goal is to provide outstanding legal services to you on the most cost-efficient basis possible. If at any time you wish to discuss your relationship with Marten, our billing policies and procedures, or a specific bill, we encourage you to contact the attorney responsible for this engagement. Jeff Kray can be reached at (253) 686-2594. You may also contact our Finance Department at (206) 292-2623 for general billing inquiries.

Staff Report: 047-25

To: Mayor and City Council
From: City Manager
Date: March 3, 2025

Subject

C-TRAN Interlocal Agreements – Transit Signal Priority and Property Acquisitions - Hwy 99 Bus Rapid Transit Corridor

Key Points

- Authorization of an interlocal agreement with C-TRAN to install and maintain a Transit Signal Priority (TSP) system along Columbia Way, 6th Street, Broadway, Washington, and Main Street, improving bus movement through traffic signals from downtown Vancouver to Washington State University Vancouver Campus.
- Authorization of an interlocal agreement with C-TRAN to facilitate the transfer of acquired property associated with the Hwy 99 Bus Rapid Transit Project to the City as new street right-of-way.
- The project includes installing signal controller upgrades, communication equipment, and other necessary infrastructure to ensure seamless integration with the City's existing traffic signal network. By improving transit reliability and efficiency, the project aims to attract more riders to public transportation, reduce congestion, and enhance mobility.
- The agreement would establish a 10 year partnership between the City and C-TRAN to maintain and improve the TSP system, with provisions for future upgrades, and modifications.

Strategic Plan Alignment

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

Present Situation

C-TRAN is advancing their next Bus Rapid Transit (BRT) line on Main Street and Highway 99. As a part of this project, C-TRAN will be installing Transit Signal Priority (TSP) at key intersections along the corridor. The City has successfully implemented TSP on other corridors, demonstrating its effectiveness in improving transit efficiency. Expanding this system from downtown Vancouver and extending to Washington State University (WSU) Vancouver would enhance bus travel times and reliability by prioritizing transit vehicles at signalized intersections. An attached agreement sets forth the terms and conditions under which the TSP system will be implemented for the Highway 99 BRT project.

In addition, C-TRAN will also be acquiring land for placement of their BRT Stations and other appurtenances. This land will be acquired by C-TRAN and transferred to the City as new street right-of-way. The attached agreement sets forth the terms and conditions under which the land will be acquired and transferred to the City. The city will not incur any expense in the acquisition of the land nor is it a subrecipient of any federal funding for the BRT project.

Advantage(s)

1. Transportation Equity:
 - Improves public transit reliability, making bus service more dependable for residents who rely on transit for work, school, and essential services.
 - Benefits seniors, students, people with disabilities, and lower income residents who disproportionately depend on public transportation.
2. Climate & Environmental Benefits:
 - Encourages transit use by making bus service faster and more reliable.
 - Reduces vehicle emissions by decreasing the time buses spend idling at traffic signals.
 - Supports lower carbon transportation options by making public transit more competitive with private vehicles.
3. Community Safety:
 - Maintains priority for emergency vehicle signal preemption, ensuring emergency response times are not negatively affected by transit priority adjustments.
 - Reduces potential conflicts between buses and other vehicles by providing more predictable bus movements.
 - Includes regular system monitoring to optimize both transit and general traffic flow.
4. Community Resilience:
 - Supports economic vitality by providing better access to employment centers and commercial areas.
 - Establishes a long-term partnership between C-TRAN and the City to maintain and adapt the system as needed.
5. Stewardship:
 - Leverages federal grant funding to improve local infrastructure without relying on City general funds or local tax increases.
 - Includes provisions for regular maintenance and updates to protect the investment.
 - Creates accountability through annual performance reviews and data sharing between agencies.

Challenge(s)

1. While TSP improves transit efficiency, adjustments to traffic signal timing may have minor impacts on general traffic flow, requiring ongoing monitoring and optimization to balance the needs of all roadway users.
2. Requires ongoing staff time from both the City and C-TRAN for system monitoring, data analysis, optimization, and maintenance to ensure continued efficiency and effectiveness.

Budget Impact

None

Prior Council Review

None

Action Requested

On Monday, March 3, 2025, authorize the City Manager to finalize and execute two interlocal agreements between C-TRAN and the City of Vancouver for (1) Transit Signal Priority system installation and operation, and (2) for minor property acquisitions related to the Hwy 99 Bus Rapid Transit station development.

Staff Contact

Chris Christofferson, Traffic Engineering Manager, chris.christofferson@cityofvancouver.us

Attachments:

1. COV - Agreement Property Acquisitions
2. ILA C-TRAN - COV Highway 99 BRT TSP Contract

Federal Subrecipient Agreement Summary Information

Subrecipient	
Unique Identifier:	
Federal Award Identification Number	
Federal Award Date to C-TRAN:	
Federal Award Amount To Subrecipient Under This Agreement:	
Federal Amount Obligated to Subrecipient for Project:	
Total Federal Award from C-TRAN to Subrecipient:	
Awarding Agency	Federal Transit Administration
Pass Through Agency	C-TRAN
C-TRAN Contact	
CFDA Name and Number:	
Research and Development Grant	Not Applicable
Indirect Cost Rate	Not Applicable

**INTERLOCAL AGREEMENT
BETWEEN C-TRAN AND THE CITY OF VANCOUVER
FOR PROPERTY ACQUISITION, OWNERSHIP, PERMITTING AND OPERATION OF BUS RAPID
TRANSIT STATIONS AND RELATED FACILITIES
FOR THE HIGHWAY 99 BUS RAPID TRANSIT CORRIDOR**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into on this ____ day of _____, 2025, between the Clark County Public Transportation Benefit Area ("C-TRAN") a municipal corporation, formed under authority of Chapter 36.57A RCW and the City of Vancouver ("City"), a municipal corporation of the State of Washington and public agencies pursuant to Section 39.34.020 of the Revised Code of Washington ("RCW") (collectively, "the Parties"), to set forth a common agreement concerning the Highway 99 Bus Rapid Transit Project ("the Project") stations.

RECITALS

WHEREAS, in 2025, C-TRAN is using Federal Transit administration (FTA) funds to help fund the Project; and

WHEREAS, pursuant to the federal definition of a Bus Rapid Transit (BRT) project, C-TRAN must install BRT Stations ("Stations") as part of the Project, and

WHEREAS, C-TRAN and the City have collaborated on Station requirements, permitting, and expectations for Station operations as part the Project; and

WHEREAS, the Parties mutually agree to carry out the development and operation of the Stations, subject to specific tasks, responsibilities, designs, and long-term objectives for the Project contained in this Agreement; and

NOW, THEREFORE, pursuant to Ch. 39.34 RCW and in consideration of the terms, conditions, covenants, and performances contained herein, as well as the attached Exhibits, the Parties agree as follows:

ARTICLE I – RECITALS ADOPTED

The recitals are adopted as the factual basis for this Agreement.

ARTICLE II – DEFINITIONS

Agreement means this document and all Exhibits attached and subsequent amendments.

Continuing Control means the conditions of FTA funds that require the legal assurance that project property will remain available to be used for its originally authorized purpose throughout it's useful life or until disposition as such terms are defined in FTA Circular 5010.1E, as amended or updated, and in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and that the Stations be used specifically for Station purposes on the Highway 99 BRT Corridor and

maintained in a state of good repair.

Highway 99 (“the Corridor”) means the surface street route along Columbia Way, 6th Street and Broadway/Washington; and Main Street in downtown Vancouver, Highway 99, 134th Street and 139th Street between downtown Vancouver and Salmon Creek, and 139th Street and 29th Avenue between Salmon Creek and the terminus of the BRT line at Washington State University Vancouver Campus.

Project means the Highway 99 Bus Rapid Transit Project, a street construction, traffic signal modification, and station construction project estimated to begin in 2025 with completion expected by late Fall 2027.

Stations means the BRT stations constructed for the Project as provided in Exhibit 1.

ARTICLE III – PURPOSE

The Parties mutually agree to interpret and implement this Agreement for the purpose of and consistent with the following long-term objectives of the Stations to:

- Help reduce transit travel time and increase on-time trip performance along the Corridor;
- Attract, together with other transit enhancements, more riders to transit, thus reducing the number of vehicles using the corridor, in turn reducing traffic congestion and pavement wear-and-tear due to vehicular traffic;
- Produce a system of Stations at selected and defined locations along Columbia Way, 6th Street and Main Street in downtown Vancouver;
- Purchase property rights of way ("ROW") for such Stations; and
- Obtain City permits for such Stations in order to operate such Stations in perpetuity.

ARTICLE IV - TERMS

A. RESPONSIBILITIES OF C-TRAN

1. Acquisition: Pursuant to State of Washington and federal acquisition regulations, C-TRAN will acquire permanent ROW along the Corridor for the purpose of constructing, operating, and maintaining Stations. C-TRAN shall acquire properties for the Project compliant with: 49 CFR Part 24 Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, as amended; 42 USC Chapter 61: Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs; and FTA Circular C 5010.1E, Award Management Requirements. C-TRAN will acquire all ROW in the City's name.
2. Documentation: C-TRAN shall be responsible for maintaining the acquisition diaries and closing documents, including deed recordings, for all ROW purchases. C-TRAN will use

the City's recording documents for all such transactions.

3. Temporary Easements: C-TRAN shall also acquire and retain ownership of temporary construction easements for the duration of the construction. Upon completion of the construction, C-TRAN will file a release of the temporary easement.
4. Station Maintenance: C-TRAN shall be responsible for maintenance at each Station location, including the sidewalk if it is part of the Station platform.

B. RESPONSIBILITIES OF THE CITY

1. Right of Way Use and Occupation Permit: The acquisition of ROW in the City's name is expressly conditioned upon the City granting C-TRAN a Type D Long Term Right of Way Use and Occupation Permit pursuant to Vancouver Municipal Code 11.60.060.B.4. Pursuant to the terms of this Agreement and by issuance of the permit, it is understood the Type D Right of Way permit will remain in perpetuity unless mutually terminated by both parties. Such grant of permit is expressly understood to be required to satisfy FTA Continuing Control requirements and the permit shall contain such provisions as the FTA shall mandate to satisfy this requirement.
2. Compliance with Federal Requirements: The City acknowledges that ROW is being purchased with federal funds. Transfer of ownership of any ROW shall be in accordance with any FTA requirements. The City acknowledges that it is a subrecipient of federal financial assistance and subject to all applicable terms and conditions of the funding agreement between C-TRAN and FTA.
3. Maintenance: The City shall be responsible for the maintenance of the City ROW outside of the physical boundaries of the Stations, the maintenance of public sidewalks adjacent to the Stations, and for keeping the City ROW free and clear of encroachments.

C. FINANCIAL PROVISIONS

As set forth above, C-TRAN agrees to acquire the ROW necessary for the Stations at C-TRAN expense using Project funds. The City has no financial obligation for the ROW acquisition.

Funding for this Project is provided, in part, from federal and state sources. The terms and conditions of this Agreement are subject to Federal and Washington State funding and right-of-way acquisition requirements and continued availability of funding identified for this Project. As a subrecipient of federally acquired property, the City agrees to comply with all requirements of the Federal Transit Administration and the terms and conditions included as Appendix A to this Agreement.

D. PROJECT ADMINISTRATION

C-TRAN has designated Project Manager Randy Parker for the Project. The City has appointed Public Works Transportation Division Manager Ryan Lopossa as the liaison for the City for these ROW transactions. These individuals shall communicate regularly to discuss the status of tasks and services related to the successful performance of this Agreement. Changes to Project Manager/liaison designation(s) shall be communicated between both parties no later than two weeks prior to the change occurring.

E. INDEMNIFICATION

1. C-TRAN Obligations. C-TRAN agrees to indemnify, defend, save and hold harmless the City, its officials, employees, and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees, and expenses incurred arising out of, or in connection with, or incident to, the performance of services by C-TRAN pursuant to this Agreement.
 - a. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against C-TRAN, the City retains the right to participate in said suit if any principle of public law is involved.
 - b. This indemnity and hold harmless shall include any claim made against the City by an employee of C-TRAN or subcontractor or agent of C-TRAN, even if C-TRAN is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the sole negligence of the City. C-TRAN specifically acknowledges that these provisions have been mutually negotiated by the Parties and it is the intent of the Parties that C-TRAN provide the broadest scope of indemnity permitted by RCW 4.24.115.
2. City Obligations. The City agrees to indemnify, defend, save, and hold harmless C-TRAN, its officials, employees, and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees, and expenses incurred arising out of, or in connection with, or incident to, the performance of services by City pursuant to this Agreement.
 - a. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the City, C-TRAN retains the right to participate in said suit if any principle of public law is involved.
 - b. This indemnity and hold harmless shall include any claim made against C-TRAN by an employee of the City or subcontractor or agent of the City, even if the City is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the sole negligence of C-TRAN. The City specifically acknowledges that these provisions have been mutually negotiated by the Parties and it is the intent of the Parties that the City provide the broadest scope of indemnity permitted by RCW 4.24.115.

F. NON -DISCRIMINATION

The Parties agree that they shall not participate in any discriminatory action against any employee who is paid by funds indicated in this Agreement or against any applicant for such employment because of race, religion, color, sex, marital status, creed, national origin, age, or disabled veterans status, or the presence of any sensory, mental, or physical handicap or as otherwise provided by applicable law. This provision shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoffs or termination, rates of pay or other forms of compensation and selection for training.

G. AGREEMENT MODIFICATIONS

It is mutually agreed that no alteration or variation to the terms of this Agreement shall be valid unless made in writing and signed by the Parties, and that any oral understanding or agreements not incorporated shall not be binding.

H. NOTICES

Until a respective party notifies the other in writing otherwise, all notices required to be given under the terms of this Agreement, unless otherwise specified shall be given in writing, addressed as follows:

To C-TRAN:

Chief Executive Officer
C-TRAN
10600 NE 51st Circle
Vancouver, WA 98682

To the City:

City Manager
City of Vancouver
PO Box 1995
Vancouver, WA 98668-1995

K. DURATION AND TERMINATION

This Agreement shall continue in perpetuity unless terminated in accordance with the following provisions:

1. Termination for Convenience. C-TRAN may suspend or terminate this Agreement, in whole or in part, at any time by written notice to the City. The City shall be paid for all costs incurred prior to notice of termination. The Parties may negotiate payment for costs incurred during suspension.
2. Termination for Default. In the event the City is, or has been, in violation of the terms of this Agreement, C-TRAN reserves the right, upon written notice to the City, to cancel, terminate, or suspend this Agreement in whole or in part. Termination shall be affected by serving a notice of termination on the City setting forth the manner in which the City is in default. The City will only be paid for services performed in accordance with the manner of performance set forth in the Agreement.

Any failure to make progress which significantly endangers performance of the Project within a reasonable time shall be deemed to be a violation of the terms of this Agreement. If it is later determined by C-TRAN that the City had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the City, C-TRAN, after setting up a new delivery of performance schedule, may allow the City to continue work or treat the termination as a termination for convenience.

L. DISPUTE RESOLUTION PROCESS

1. Agency Resolution. In the event of any dispute concerning this Agreement, the Project Managers/liaisons shall confer to resolve the dispute. These individuals shall exercise good faith to resolve disputes and issues arising out of or related to this Agreement. In

the event the Project Managers/liaisons are unable to resolve the dispute, the City's Public Works Director and C-TRAN's Director of Capital Projects and Planning shall confer and exercise good faith to resolve the dispute. In the event the Public Works Director, and C-TRAN's Director of Capital Projects and Planning are unable to resolve the dispute, C-TRAN's Chief Executive Officer and the City Manager shall engage in good faith negotiations to resolve the dispute.

2. Mediation. Any controversy or claim arising out of or relating to this Agreement or the alleged breach of such Agreement that cannot be resolved by the C-TRAN Chief Executive Officer and the City Manager may be submitted to mediation. Other Remedies. If still not resolved, the Parties may seek any judicial remedies available in law and equity. The Parties agree that they shall have no right to seek relief in a court of law until each of these procedural steps is exhausted and if a statute of limitations or statute of repose may lapse during these procedural steps such statute(s) are deemed tolled until the completion of the above referenced administrative dispute resolution process. In the event relief is sought in a court of law, the Parties agree to Clark County Superior Court as the venue for any legal action, subject to federal jurisdictional and venue requirements.

M. INDEPENDENT CONTRACTOR

C-TRAN and the City are and shall at all times be deemed to be independent contractors in the provision of the services set forth in this Agreement. This Agreement shall not be construed as creating the relationship of employer and employee, or principal and agent, between either party or between any of their employees. Each party shall retain all authority for provision of services, standards of performance, discipline and control of its personnel, and other matters incident to its performance of services pursuant to this Agreement. Nothing in this Agreement shall make any employee of C-TRAN an employee of the City or any employee of the City an employee of C-TRAN for any purpose, including but not limited to, for withholding of taxes, payment of benefits, workers' compensation pursuant to Title 51 RCW, or any other rights or privileges accorded their respective employees by virtue of their employment.

N. NO THIRD-PARTY BENEFICIARY

C-TRAN does not intend by this Agreement to assume any contractual obligations to anyone other than the City. The City does not intend by this Agreement to assume any contractual obligations to anyone other than C-TRAN. C-TRAN and City do not intend there be any third-party beneficiary to this Agreement.

O. WAIVER

No waiver by either party of any term or condition of this Agreement incorporated in this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

P. INTERLOCAL COOPERATION ACT COMPLIANCE

This is an Agreement entered into pursuant to Chapter 39.34 RCW. Its purpose is as set forth in Article III. Its duration and termination are as specified in Article IV, Section K (Duration and Termination). Financial provisions are as described in Article IV, Section C. Transfer of property acquired pursuant to this Agreement is as described in Article IV A and B.

Q. ENTIRE AGREEMENT

This Agreement contains all of the agreements of the Parties with respect to the subject matter covered, and no prior Agreements shall be effective to the contrary.

R. DOCUMENT EXECUTION AND FILING

Each party shall cause a copy of this Agreement to be posted on their website pursuant to RCW 39.34.040. Upon execution of the originals and posting of a copy on the website, each such duplicate original shall constitute an agreement binding upon all Parties.

S. SEVERABILITY

If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

Signatures to follow on next page

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year set forth below their signatures.

DATED this _____ day of _____, 2025.

C-TRAN

City of Vancouver

Leann M. Caver
Chief Executive Officer (CEO)

Lon Pluckhahn
City Manager

Natasha
Ramras City
Clerk

Approved as to form:

Aaron Millstein

Nena Cook

C-TRAN Legal Counsel

City Attorney

**INTERLOCAL AGREEMENT
BETWEEN C-TRAN AND THE CITY OF VANCOUVER
FOR COORDINATION, CONSTRUCTION, IMPLEMENTATION, AND ONGOING
OPERATIONS OF THE TRANSIT SIGNAL PRIORITY
FOR THE HIGHWAY 99 BUS RAPID TRANSIT CORRIDOR (“AGREEMENT”)**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into on this ___ day of _____, 2025, between the Clark County Public Transportation Benefit Area (“C-TRAN”) a municipal corporation, formed under authority of Chapter 36.57A RCW and the City of Vancouver (“City”), a municipal corporation of the State of Washington, (collectively, “the Parties”), which sets forth a common agreement concerning the Highway 99 Bus Rapid Transit Project (“the Project”) Transit Signal Priority (“TSP”).

RECITALS

WHEREAS, in 2025, C-TRAN is using Federal grants to help fund the Project; and

WHEREAS, C-TRAN plans to install TSP as part of the Project, and

WHEREAS, C-TRAN and the City have collaborated on the TSP design and expectations for its operations as part of the Project; and

WHEREAS, the Parties agree to carry out the TSP for the Project, subject to specific tasks, responsibilities, and long term objectives contained in this Agreement;

NOW, THEREFORE, pursuant to chapter 39.34 RCW and in consideration of the terms of this Agreement, the Parties agree as follows:

ARTICLE I - RECITALS ADOPTED

The above recitals are adopted as the factual basis for this Agreement.

ARTICLE II - DEFINITIONS

Agreement means this document and all Exhibits attached and any subsequent amendments.

Continuing Control means the conditions of FTA Grant funds that require the legal assurance that project property will remain available to be used for its originally authorized purpose throughout its useful life or until disposition as such terms are defined in FTA Circular 5010.1E, as amended or updated, and in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and that the TSP equipment be used

specifically for TSP purposes on the Highway 99 BRT Corridor and maintained in a state of good repair.

Installation Completion Date means the date identified in the construction schedule for the final acceptance of the TSP elements of the Project.

Highway 99 BRT Corridor (“the Corridor”) means the surface street route along Columbia Way, 6th Street and Broadway/Washington; and Main Street in downtown Vancouver, Highway 99, 134th Street and 139th Street between downtown Vancouver and Salmon Creek, and 139th Street and 29th Avenue between Salmon Creek and the terminus of the BRT line at Washington State University Vancouver Campus.

Project means the Highway 99 Bus Rapid Transit Project, a street construction, traffic signal modification, and accessory structure construction project expected to begin in 2025 with completion expected in 2027.

Signal Priority Equipment means the technology required to generate requests for transit priority on routes and at certain intersections and monitor and manage local TSP requests at individual intersections.

Transit Signal Priority (“TSP”) means giving special treatment to transit vehicles at signalized intersections, through the use of sensors, to detect approaching transit vehicles and alter signal timings to improve transit performance.

ARTICLE III – PURPOSE

The Parties mutually agree to interpret and implement this Agreement for the purpose of and consistent with the following long-term objectives of the TSP to:

- Help reduce transit travel time and increase on-time trip performance along the Corridor between the downtown Vancouver Waterfront and Salmon Creek and Washington State University Vancouver Campus.
- Attract, together with other transit enhancements, more riders to transit, thus reducing the number of vehicles using the Corridor, in turn reducing traffic congestion and pavement wear-and-tear due to vehicular traffic.
- Produce a system of TSP traffic controls at selected signalized intersections along Main Street in downtown Vancouver.
- Purchase and install signal controller upgrades, communications equipment, and other Signal Priority Equipment consistent with the City’s traffic standards and requirements.
- Ensure that installation of TSP does not interfere with the City’s ability to provide signal preemption for emergency vehicles.
- Establish a long-term commitment for use, maintenance, and future equipment replacement and upgrades of TSP and signal preemption technology with the City.
- Provide for future upgrades, replacements, improvements, modifications, maintenance, and enhancements to Signal Priority Equipment along the Corridor.

ARTICLE IV - TERMS

A. RESPONSIBILITY OF BOTH C-TRAN AND THE CITY

1. Signal Priority Equipment List. C-TRAN and the City, through the Project Managers (see Section E) shall develop a list of Signal Priority Equipment and spare parts necessary to implement the TSP.
2. Performance Review. C-TRAN and the City agree to review the performance of the TSP, along with traffic pattern changes over time, at least once annually to determine if adjustments to TSP operations are warranted. C-TRAN and the City agree that the Washington State Department of Transportation (WSDOT) will be notified by the City of these reviews when WSDOT-owned traffic signals are involved.
3. Future Intersection Work: C-TRAN or the City may identify future intersections for application of Signal Priority Equipment or may propose major modifications to existing intersections in the Corridor. In either case, the City agrees to coordinate with C-TRAN, consistent with the objectives of this Agreement, to plan for TSP improvements for new intersection work. C-TRAN acknowledges that the City may require a financial commitment by C-TRAN for TSP related improvements for new intersections. Any future work shall be mutually agreed upon by both parties in writing. If the parties are unable to reach a mutual agreement, disputes may be resolved pursuant to the dispute resolution under Section L.

B. RESPONSIBILITY OF C-TRAN TO THE CITY

1. Equipment Provided. C-TRAN shall purchase, install, test, and retain ownership of the Signal Priority Equipment and spare parts. C-TRAN agrees to install the TSP equipment as specified by the Project plans and special provisions. The City shall use these spare parts only for TSP operations and maintenance along the Corridor. Signal Priority Equipment provided as part of the Project will have a minimum one-year manufacturer and or vendor warranty.
2. TSP Maintenance and Operation Payment Obligation of C-TRAN. C-TRAN will incur 100% of TSP operations and maintenance costs, including 100% of the cost of replacement equipment. The City will continue to bill such costs through ongoing purchase or work orders as specified in Article IV, Section D.
3. TSP Data. C-TRAN will provide the City with TSP-related data collected from transit equipment, and TSP-related field data, within 30 days of City request.
4. Recordkeeping. C-TRAN shall be responsible for the fiscal record keeping for the Project's TSP components. The fiscal record keeping shall consist of procuring the necessary equipment, identified in the Highway 99 BRT Project plans and special provisions.

C. RESPONSIBILITY OF THE CITY TO C-TRAN

1. TSP State of Good Repair, Assessment and Maintenance. The conditions of the federal

funding require that the Signal Priority Equipment be used specifically for TSP purposes on the Corridor and maintained in a state of good repair. Upon completion of the Project, the City will be responsible for assessing maintenance and operation of the TSP in compliance with FTA requirements and any applicable laws and the terms of this Agreement. The City may, as part of ongoing TSP maintenance and operations, contract out for this work as part of the ongoing purchase and or work order

2. TSP Operation Priorities. The City has final authority over all operation and maintenance of intersection signal control and detection equipment provided under the Project. The City agrees to exercise this authority in good faith and to cooperate with C-TRAN to support the objectives of TSP identified in this Agreement. Notwithstanding this Agreement, the City reserves the right to change TSP settings at any time on any intersections. The City will prioritize the requirements and needs of high priority signal operations (*e.g.*, signal preemption for emergency vehicle operations) above the needs and requirements of TSP. Final signal priority settings are the responsibility of the City.
3. TSP Data. The City will provide C-TRAN with available TSP signalized control data within 30 days of request by C-TRAN.
4. Reporting. The City will annually report the condition of the TSP equipment to C-TRAN.

D. BILLING PROVISIONS

1. C-TRAN Reimbursement. As set forth in Article IV, Subsection B.2 above, C-TRAN agrees to initiate an ongoing purchase or work order with the City to reimburse the City for 100% of the City's labor and equipment costs incurred in operating and maintaining TSP along the Corridor for the first ten years of this Agreement commencing with the Installation Completion Date. If C-TRAN continues to contribute to such costs after this initial term, the same billing provisions shall be used. The City agrees to charge C-TRAN only for costs incurred through TSP maintenance and operations and not for costs for signal maintenance and operations not associated with TSP.
2. Rates. The rates for labor are in Exhibit 1, which may increase because of City work force increases or use of a subcontractor labor force. However, C-TRAN's obligation to pay for such labor rates will not exceed the Consumer Price Index for the West Region applied to the original rate in Exhibit 1 unless mutually agreed to by the City Manager and the C-TRAN Chief Executive Officer. If there is no mutual agreement for additional increase, this provision shall govern the labor rate and is not subject to the dispute resolution provisions of this Agreement.
3. Non-Routine Work. The City will notify C-TRAN within ten days following the performance of any non-routine maintenance.
4. Invoicing. C-TRAN, in consideration of the work to be done by the City, agrees to pay the City for the actual direct and related indirect cost of all work for which the C-TRAN is responsible, including design, survey, engineering work, mobilization, construction

engineering, administration and overhead costs. The City shall invoice C-TRAN, providing with the invoice sufficient documentation and information to justify the costs. C-TRAN agrees to pay the City within 30 calendar days of receipt of an invoice; provided, that if C-TRAN disagrees with all or part of an invoice, C-TRAN shall notify the City of the disagreement within 20 calendar days of receipt of an invoice. The notice shall include an explanation of the disagreement and supporting documentation and information, if any. C-TRAN shall pay all parts of an invoice that are not contested within the 30-day period. C-TRAN shall pay a contested portion of an invoice within 30 calendar days after the parties resolve the disagreement. The dispute resolution process in Article IV, Subsection N. shall be used to resolve any disagreement.

E. PROJECT ADMINISTRATION

C-TRAN has designated Project Manager Randy Parker for the Highway 99 BRT Project. The City has appointed City Traffic Engineering Manager Chris Christofferson as the Project Manager for the City. These individuals shall communicate regularly to discuss the status of tasks and services related to the successful performance of this Agreement. Changes to Project Manager designation(s) shall be communicated in writing between both parties no later than two weeks prior to the change occurring.

F. INDEMNIFICATION

1. C-TRAN agrees to indemnify, defend, save and hold harmless the City, its officials, employees, and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees, and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by C-TRAN pursuant to this Agreement.
 - a. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against C-TRAN, the City retains the right to participate in said suit if any principle of public law is involved.
 - b. This indemnity and hold harmless shall include any claim made against the City by an employee of C-TRAN or subcontractor or agent of C-TRAN, even if C-TRAN is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the sole negligence of the City. C-TRAN specifically acknowledges that the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that C-TRAN provide the broadest scope of indemnity permitted by RCW 4.24.115.
2. The City agrees to indemnify, defend, save, and hold harmless C-TRAN, its officials, employees, and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees, and expenses incurred in connection therewith, or whatsoever kind or nature, arising out of, or in connection with, or incident to, the performance of services by City pursuant to this Agreement.

- a. In the event that any suit based on such a claim, demand, loss, damage, cost, or cause of action is brought against the City, C-TRAN retains the right to participate in said suit if any principle of public law is involved.
- b. This indemnity and hold harmless shall include any claim made against C-TRAN by an employee of the City or subcontractor or agent of the City, even if the City is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the sole negligence of C-TRAN. The City specifically acknowledges that the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that the City provide the broadest scope of indemnity permitted by RCW 4.24.115.

G. NON-DISCRIMINATION

The Parties agree that they shall not participate in any discriminatory action against any employee who is paid by funds indicated in this Agreement or against any applicant for such employment because of race, religion, color, sex, marital status, creed, national origin, age, disabled veterans status, or the presence of any sensory, mental, or physical handicap or as otherwise provided by applicable law.

H. AGREEMENT MODIFICATIONS

It is agreed that no alteration to the terms of this Agreement shall be valid unless made in writing and signed by each Party.

I. NOTICES

The following organizational positions are authorized to receive notice under this Agreement. All notices shall be given in writing, addressed as follows:

Chief Executive Officer
C-TRAN
10600 NE 51st Circle
Vancouver, WA 98682

City Manager
City of Vancouver
PO Box 1995
Vancouver, WA 98668-1995

J. DURATION

Continuation of the maintenance and operations obligations of this Agreement will be for a period of ten years beginning with the Installation Completion Date. The actual date of project completion does not change the obligations under this Agreement, as long as this Agreement is in place.

K. TERMINATION OF AGREEMENT

1. In the event that the City wishes to terminate this Agreement prior to ten years, the City

will reimburse C-TRAN, prorated for the period of time elapsed, for the cost of equipment provided to the City. Should a dispute arise concerning the amount of reimbursement, it shall be resolved through the process identified below for dispute resolution.

2. After expiration of the original 10 year term, and notwithstanding any other provision of this Agreement, any party may terminate this Agreement, for that Party's sole convenience, by providing written notice of termination and specifying an effective date at least 60 days later.
3. Funding for this Project is provided, in part, from federal and state sources. The terms and conditions of this Agreement are subject to adherence to Federal and Washington State funding requirements and continued availability of funding identified for this Project. In the event there is a change in funding status, C-TRAN will promptly notify the City in writing and may in its sole discretion terminate this Agreement for convenience if funding is not available.
4. Both Parties agree that all costs incurred up to the time of notification of termination of this Agreement, if any, less prior interim payments, shall be paid in full.

L. DISPUTE RESOLUTION PROCESS

In the event of any dispute concerning this Agreement, the Project Managers shall confer to attempt to resolve the dispute. These individuals shall exercise good faith to resolve disputes and issues arising out of, or related to this Agreement. In the event the Project Managers are unable to resolve the dispute, the City's Public Works Director and C-TRAN's Director of Planning and Development shall confer and exercise good faith to attempt to resolve the dispute.

In the event the Public Works Director, and C-TRAN's Director of Planning and Development are unable to resolve the dispute, C-TRAN's Chief Executive Officer and the City Manager shall engage in good faith negotiations to attempt to resolve the dispute.

Any controversy or claim arising out of or relating to this Agreement or the alleged breach of such Agreement that cannot be resolved by C-TRAN's Chief Executive Officer and the City Manager may be submitted to mediation. If still not resolved, the Parties may seek any judicial remedies available in law and equity.

The Parties agree that they shall have no right to seek relief in a court of law until each of these procedural steps is exhausted and if a statute of limitations or statute of repose may lapse during these procedural steps such statute(s) are deemed tolled until the completion of the administrative dispute resolution process. In the event relief is sought in a court of law, the Parties agree to Clark County Superior Court as the venue for any legal action, subject to federal jurisdictional and venue requirements.

M. INDEPENDENT CONTRACTOR

C-TRAN is an independent contractor. Nothing in this Agreement shall be construed as creating the relationship of employer and employee, or principal and agent, between C-TRAN and City or Highway 99 TSP

between any of C-TRAN's or City's employees. C-TRAN shall retain all authority for provision of services, standards of performance, discipline and control of personnel, and other matters incident to its performance of services pursuant to this Agreement. Nothing in this Agreement shall make any employee of C-TRAN an employee of the City or any employee of the City an employee of C-TRAN for any purpose, including but not limited to, for withholding of taxes, payment of benefits, workers' compensation pursuant to Title 51 RCW, or any other rights or privileges accorded their respective employees by virtue of their employment.

N. NO THIRD-PARTY BENEFICIARY

C-TRAN does not intend by this Agreement to assume any contractual obligations to anyone other than the City. The City does not intend by this Agreement to assume any contractual obligations to anyone other than C-TRAN. C-TRAN and City do not intend there be any third-party beneficiary to this Agreement.

O. WAIVER

No waiver by either Party of any term or condition of this Agreement shall be construed as a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

P. INTERLOCAL COOPERATION ACT COMPLIANCE

This Agreement is entered into pursuant to Chapter 39.34 RCW. Its purpose is as set forth in Article III. Its duration is as specified in Article IV, Section J (Duration). Its method of termination is set forth in Article IV, Section K (Termination of Agreement). Its manner of financing and of establishing and maintaining a budget is described in Article IV, Section D (Billing Provisions). Disposal of property acquired pursuant to this Agreement is set forth in Article IV, Section K.

Q. ENTIRE AGREEMENT

This Agreement contains all agreements of the Parties with respect to the subject matter covered, and no prior Agreements shall be effective to the contrary.

R. DOCUMENT EXECUTION AND FILING

This document may be executed in multiple counterparts, all of which together shall constitute one and the same instrument. Upon execution, each party shall cause a copy of this Agreement to be posted on their respective website pursuant to RCW 39.34.040.

S. SEVERABILITY

If any section or part of this Agreement is held by a court to be invalid, such action shall not affect the validity of any other part of this Agreement.

This Agreement shall become effective on the date of the last Party's signature below.

DATED this _____ of _____ 2025.

C-TRAN

City of Vancouver

Leann M. Caver
Chief Executive Officer

Lon Pluckhahn
City Manager

Natasha Ramras
City Clerk

Approved as to form:

Aaron Millstein
C-TRAN Legal Counsel

Nena Cook
Interim City Attorney

EXHIBIT 1. CITY OF VANCOUVER LABOR RATES

Transit Signal Priority Annual Maintenance				
Estimated Labor and Equipment Costs				
Labor Description	Units	Unit Price	Labor Overhead	Totals
Engineer	Hour			
Engineering Tech	Hour			
Traffic Signal Specialist	Hour			
Equipment Description	Units	Unit Price	Equipment Overhead	Totals
Boom Truck	Hour			

OH Rates

Transportation	66.28%
Construction	54.61%
Street and Traffic Maintenance	40.94%

Other expenses will be billed at-cost (no markup).

Staff Report: 048-25

To: Mayor and City Council
From: City Manager
Date: March 3, 2025

Subject

2025 Department of Health Prehospital Trauma Grant

Key Points

- The Washington State Department of Health provides funding to participating reporting agencies for training and equipment.
- The FY 2025 funding is needed to purchase STOP THE BLEED® kits for trauma management.
- Firefighters will rely on these kits in the event of a mass casualty incident to help stop critical bleeding and prevent death from blood loss.

Strategic Plan Alignment

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

Present Situation

The Fire department is responsible for providing safe and prepared community and effective emergency response to Vancouver and Fire District 5 residents, commercial sectors, and visitors.

The Washington State Department of Health provides funding to participating reporting agencies for training and equipment. The FY 2025 funding is needed to purchase STOP THE BLEED® kits for trauma management. Firefighters will rely on these kits in the event of a mass casualty incident to help stop critical bleeding and prevent death from blood loss.

Advantage(s)

Enhance community safety by procuring necessary emergency medical service equipment.

Challenge(s)

None

Budget Impact

This grant requires no local match; therefore, the budget will increase by \$778, all of which will be allocated for the purchase of STOP THE BLEED® kits.

Prior Council Review

N/A

Action Requested

On Monday, March 3, 2025, authorize the City Manager, or designee, to approve the 2025 Department of Health Prehospital Trauma Grant and to purchase STOP THE BLEED® kits for trauma management.

Staff Contact

Michelle Bresee, Senior Management Analyst, Robert Milano, Division Fire Chief,
michelle.bresee@cityofvancouver.us, Robert.Milano@cityofvancouver.us

Attachments:

1. 2025 EMS Trauma Grant

Form A19-1A (Rev. 5/91)		State of Washington INVOICE VOUCHER
---	---	--

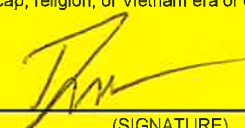
AGENCY NO. 3030	STATE AGENCY USE ONLY LOCATION CODE GL4	P.O. OR AUTH. NO. 70.168
---------------------------	--	------------------------------------

STATE AGENCY NAME DOH, HSQA, OCHS PO Box 47853 Olympia, WA 98504-7853

Instructions to EMS Supervisor:
 Check that all information is correct. Make changes directly on the form if needed. Mark boxes to show how funds will be used. Then sign and date the "Vendor's Certificate". Only write in or make changes to the yellow shaded boxes.

EMS SERVICE (Vendor warrant is payable to) City of Vancouver 7110 NE 63rd St Vancouver, WA 98661-1946 EMS CREDENTIAL: AIDV.ES.00000083 (06M05) Expires: 12/31/2026 (EMS service credential must be current to receive funding) How will your EMS service use the funds? Check all boxes that apply: ☒ Medical equipment and supplies ☐ Training and education ☐ EMS operations: e.g. personnel, response vehicle, PPE, radios, etc. ☐ Other patient care associated costs (describe): _____ Contact: Robert Milano Phone: (360) 487-7211 E-mail: robert.milano@cityofvancouver.us
--

Vendor's Certificate. I hereby certify under penalty of perjury that the items and totals listed herein are proper charges for materials, merchandise or services furnished to the State of Washington, and that all goods furnished and/or services rendered have been provided without discrimination because of age, sex, marital status, race, creed, color, national origin, handicap, religion, or Vietnam era or disabled veterans status.

BY  (SIGNATURE)
Division Chief (TITLE) 1/6/25 (DATE)

Forms are due by **2/28/2025**

Federal ID No. (Employer Identification Number (EIN) For Reporting Payments to I.R.S.) 91-6001288					Received By DOH		Date Received							
DATE	DESCRIPTION				QUANTITY	UNIT	UNIT PRICE	AMOUNT	FOR DOH USE ONLY					
SFY25	RCW 70.168 – EMS TRAUMA PASS-THROUGH				1	EA		\$778.00						
Prepared by: Eric Dean			Number: (360) 236-2844		Date: 1/2/2025		DOH Approval		Date					
Doc. Date	Pmt Due Date	Current Doc No.	Ref. Doc No.	Vendor Number SWV0008489-00		Vendor Message EMS TRAUMA PASS-THROUGH		Use Tax	Account 2025 PASS-THRU 100% STATE					
Ref Doc Suf	Trans Code	M O D	MASTER INDEX Fund Appn P.I.	Sub Obj	Sub Sub Obj	Org Index	Alloc	County	City	Project	Sub Proj	Proj Phas	Amount	Invoice Number
	210		64641600	NZ	NSUB								\$778.00	AIDV.ES.00000083
DOH Accounting Approval for Payment						Date		Warrant Total \$778.00	Invoice No AIDV.ES.00000083					

06M05

EMS trauma pass-through form 2025 (O:compt\acct\forms)

Staff Report: 049-25

To: Mayor and City Council
From: City Manager
Date: March 3, 2025

Subject

2023 and 2024 State Homeland Security Program Grants (SHSP)

Key Points

- Clark Regional Emergency Services Agency (CRESA) coordinates an application on behalf of the Region IV agencies in Southwest Washington, which includes Vancouver Fire Department (VFD) and Vancouver Police Department (VPD), for funding from the Washington State Military Department and the U.S. Department of Homeland Security.
- Accepting these funds will permit VPD to procure Metro Explosive Disposal Unit (MEDU) equipment and VFD to engage in regional training activities.

Strategic Plan Alignment

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

Present Situation

VPD and VFD partnered with CRESA to enhance community safety by applying for the 2023 and 2024 State Homeland Security Program (SHSP) Grants. The SHSP is a core assistance program to help state, local, tribal, and territorial governments fund preparedness activities for the prevention of terrorism and to prepare the nation for threats and hazards that pose the greatest risk to the security of the United States.

This grant will allow VPD to procure MEDU equipment. The MEDU equipment will be available as part of a MEDU team response throughout Southwest Washington and the greater Portland Metropolitan area.

This grant will allow VFD to participate in technical rescue and hazmat training activities. Region-wide trainings are comprehensive and collaborative. Response capabilities include early detection and screening to maximize communities' life-protection capability during emerging threat situations.

Advantage(s)

Enhance community safety by procuring equipment to prevent, prepare for, protect against, and respond to potential terrorist acts and/or other hazards.

Challenge(s)

None

Budget Impact

This award requires no local match; therefore, the VPD budget will increase in the amount of \$147,935 for the purchase of MEDU equipment. The VFD budget will increase in the amount of \$149,306 for participation in regional training activities.

Prior Council Review

N/A

Action Requested

On Monday, March 3, 2025, authorize the City Manager, or designee, to approve the 2023 and 2024 SHSP Grants, which will be used for:

- Metro Explosive Disposal Unit (MEDU) equipment for VPD
- Regional training for VFD

Staff Contact

Michelle Bresee, Senior Management Analyst, Thomas O'Connor, Division Fire Chief,
michelle.bresee@cityofvancouver.us, thomas.oconnor@cityofvancouver.us

Attachments:

1. 2023 SHSP COV Subrecipient Agreement - Draft
2. 2024 SHSP COV Subrecipient Agreement - Draft

**CLARK REGIONAL EMERGENCY SERVICES AGENCY (CRESA)
SUBRECIPIENT AGREEMENT FACE SHEET – 23SHSP**

1. Subrecipient Name and Address: City of Vancouver PO Box 1995, Vancouver, WA 98668		2. Agreement Amount: \$149,306	3. WA State Contract Number: E24-144
4. Subrecipient Primary Contact Person(s), Phone: Daphne Harris, 360-487-7498; Michelle Bresee, 360-487-7255		5. Agreement Start Date: September 1, 2023	6. Agreement End Date: July 31, 2026
7. CRESA Contact Person(s), Phone: Jodi Blackwood, Emergency Management Coordinator, (360) 992-6270 Scott Johnson, Emergency Management Division Manager, (360) 992-9217 Megan Whitman, Financial Analyst, (360) 737-1911, ext 3945			
8. Funding Authority: Washington Military Department and the U.S. Department of Homeland Security			
9. Federal Funding Identification #: EMW-2023-SS-00063	10. Federal Award Date: September 11, 2023	11. Assistance Listing # and Title: 97.067 – 23HSGP (SHSP)	
12. Total Amount of Federal Award: \$14,010,447	13. Amount of Federal funds obligated to this subrecipient: \$149,306	14. Is award for Research and Development? NO	
15. Indirect Cost Rate: N/A	16. Match Required? NO	17. Program Index Number(s): 733SB, 733SC, 733SH, 733SL, 733SQ, 733SZ / NZ	
16. DESCRIPTION: The objective of the Federal Fiscal Year (FFY) 2023 Homeland Security Grant Program (23HSGP) is to fund state, local, tribal, and territorial efforts to prevent terrorism and prepare the nation for threats and hazards that pose the greatest risk to the security of the United States. 23HSGP provides funding to implement investments that build, sustain, and deliver the core capabilities essential to achieving the National Preparedness Goal of a secure and resilient nation. 23HSGP supports core capabilities across the five mission areas of prevention, protection, mitigation, response, and recovery based on allowable costs. HSGP is comprised of three interconnected grant programs: State Homeland Security Program (SHSP), Urban Areas Security Initiative (UASI), and Operation Stonegarden (OPSG). Together, these grant programs fund a range of preparedness activities, including planning, organization, equipment purchase, training, exercises, and management and administration.			
IN WITNESS WHEREOF, CRESA and City of Vancouver, as subrecipient of funding under the terms of this agreement, acknowledge and accept the terms of this agreement and attachments hereto and have executed this agreement as of the date and year written herein. This agreement and attachments hereto govern the rights and obligations of both parties to this agreement.			
In the event of an inconsistency in this agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (1) Applicable Federal and State Statutes and Regulations (2) DHS/FEMA Award and Program Documents (3) WA Military Department Homeland Security Grant Program Contract E24-144 (6) Other provisions of the Agreement incorporated by reference			
WHEREAS, the parties have executed this agreement on the day and year last specified below.			
FOR CRESA UEI: WN7RNJCGFU67  David Fuller (Jan 16, 2025 12:49 PST) Signature Dave Fuller, CRESA Director Date: 01/16/2025		FOR SUBRECIPIENT City of Vancouver UEI: TM9CHABUP4B2 Signature Lon Pluckhahn, City Manager Date: _____	

**STATE HOMELAND SECURITY PROGRAM (SHSP)
CLARK REGIONAL EMERGENCY SERVICES AGENCY / CITY OF VANCOUVER
SUBRECIPIENT FUNDING AGREEMENT**

THIS SUBRECIPIENT FUNDING AGREEMENT ("Agreement") is made and entered into by and between **CLARK REGIONAL EMERGENCY SERVICES AGENCY**, hereinafter "**CRESA**," and **(CITY OF VANCOUVER)** hereinafter "**SUBRECIPIENT**."

WHEREAS, CRESA has entered into a contract with the Washington State Military Department to become a subrecipient of the 23SHSP Grant and all funds allocated to CRESA under Grant No. E24-144; and

WHEREAS, Article II of Grant No. E24-144 permits CRESA to further suballocate grant funds pursuant to the terms of such contract; and

WHEREAS, the SUBRECIPIENT participates in the grant program work plan and is therefore eligible for reimbursement of eligible expenditure through Grant No. E24-144 funds;

NOW, THEREFORE, in consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Defined Terms; DURATION OF AGREEMENT

The period of performance for this Agreement shall commence and terminate as set forth in Exhibit "A," Timeline, and Exhibit "B", Budget, or until terminated by either party in writing.

2. SCOPE OF WORK - SUBRECIPIENT

The SUBRECIPIENT shall perform the following:

- a. Perform project related work in accordance with the 23SHSP grant contract E24-144, timeline (Exhibit A) and budget (Exhibit B) as funded by grant agreement between the WA State Military Department and CRESA.
- b. Submit invoice(s) to CRESA detailing the expenditures for which reimbursement is sought. Reimbursement requests must be sufficiently detailed, include proof of expense payments and must be submitted to CRESA no later than the due date listed in the timeline (Exhibit A).
- c. The SUBRECIPIENT agrees to provide its own labor and materials. Unless otherwise provided for in the Agreement, no material, equipment, labor, or facilities will be furnished by CRESA.

3. SERVICES PROVIDED BY CRESA

In order to assist the SUBRECIPIENT in fulfilling its duties under this Agreement, CRESA shall provide the following:

- a. Relevant information as exists to assist the SUBRECIPIENT with the performance of the SUBRECIPIENT'S scope of work.
- b. Coordination and submission to the State of Washington Military Department of requests for reimbursement on behalf of SUBRECIPIENT for grant program eligible expenses.
- c. Administration of Grant No. E24-144 and processing of federal reimbursements to SUBRECIPIENT.
- d. Timely communication of any changes to agreement timeline, budget or other amendment to grant contract E24-144.

4. AGREEMENT REPRESENTATIVES

Each party to this Agreement shall have an assigned representative for purposes of this Agreement. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

a. For SUBRECIPIENT:

Name of Representative Lon Pluckhahn

Title: City Manager

Mailing Address: PO Box 1995

City, State and Zip Code: Vancouver, WA 98668

Telephone Number: 360-487-8600

E-mail Address: lon.pluckhahn@cityofvancouver.us

b. For CRESA:

Name of Representative: Scott Johnson

Title: Emergency Management Division Manager

Mailing Address: 710 W 13th Street

City, State and Zip Code: Vancouver, WA 98660

Telephone Number: (360) 992-6286

E-mail Address: scott.johnson@clark.wa.gov

5. COMPENSATION

- a. The amount allocated to SUBRECIPIENT shall not exceed the amount set forth in Exhibit "B", Budget, which is attached hereto and incorporated by reference.
- b. No payment shall be made for any work performed or goods or equipment received by the SUBRECIPIENT, except for what is identified and set forth in this Agreement.
- c. CRESA may withhold payment of subrecipient invoices until CRESA receives these funds from Washington State Military Department.

6. AMENDMENTS AND CHANGES IN WORK

- a. In the event of any errors or omissions by the SUBRECIPIENT in the performance of any work under this Agreement, the SUBRECIPIENT shall make any and all necessary corrections without additional compensation. All requests for reimbursement submitted by the SUBRECIPIENT shall be certified by the SUBRECIPIENT and checked for errors and omissions.
- b. No amendment, modification or renewal shall be made to this Agreement unless set forth in a written amendment, signed by both parties and attached to this Agreement. Work under an amendment shall not proceed until the Amendment is duly executed by CRESA.

7. HOLD HARMLESS AND INDEMNIFICATION

Each party to the Agreement shall be responsible for its own wrongful and negligent acts or omissions taken under or pursuant to this Agreement, or those of its officers, agents, or employees acting under this Agreement to the fullest extent required by law, and shall indemnify, defend, and hold the other parties to the Agreement harmless from any such liability. In the case of negligence of more than one party, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party and each party shall have the right to seek contribution from each of the other parties in proportion to the percentage of negligence attributable to each of the other parties.

8. TERMINATION

Each party to the Agreement may terminate this Agreement in whole or in part whenever the party determines that such termination is in the best interests of the party. The party may terminate this Agreement upon giving ten (10) days written notice by Certified Mail to the other party. In that event, CRESA shall pay the SUBRECIPIENT for all cost incurred by the SUBRECIPIENT in performing the Agreement up to the date of such notice. Payment shall be made in accordance with Section 5 of this Agreement.

9. DEFAULT

If the SUBRECIPIENT breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by CRESA, CRESA may terminate this Agreement, in which case CRESA shall pay the SUBRECIPIENT only for the costs of services accepted by CRESA, in accordance with Section 5 of this Agreement. Upon such termination, CRESA, at its discretion, may obtain performance of the work

elsewhere, and the SUBRECIPIENT shall bear all costs and expenses incurred by CRESA in completing the work and all damage sustained by CRESA by reason of the SUBRECIPIENT'S breach.

10. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Agreement does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Agreement at a later time.

11. INDEPENDENT AGENCY

- a. The SUBRECIPIENT'S services shall be furnished by the SUBRECIPIENT as an independent agency and not as an agent, employee or servant of CRESA. The SUBRECIPIENT specifically has the right to direct and control SUBRECIPIENT'S own activities in accordance with the specifications set out in this Agreement.
- b. The SUBRECIPIENT acknowledges that the entire compensation for this Agreement is set forth in Section 5 of this Agreement, and the SUBRECIPIENT is not entitled to any CRESA benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to CRESA employees.
- c. The SUBRECIPIENT shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the SUBRECIPIENT shall be or deem to be or act or purport to act as an employee, agent, or representative of CRESA.
- d. The SUBRECIPIENT shall assume full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, county, federal or state legislation which is now or may during the term of this Agreement be enacted as to all persons employed by the SUBRECIPIENT and as to all duties, activities and requirements by the SUBRECIPIENT in performance of the work on this project and under this Agreement and shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations.

12. COMPLIANCE WITH LAWS AND FUNDING REQUIREMENTS

The SUBRECIPIENT shall comply with all applicable federal, state and local laws, rules and regulations in performing this Agreement, including equipment and real property requirements. The SUBRECIPIENT hereby acknowledges and agrees to be subject to and bound by all terms and conditions of the original funding agreement between Washington State and CRESA, as set forth in Exhibit "C," Funding Agreement (the "Funding Agreement"), as if SUBRECIPIENT was the direct "SUBRECIPIENT" thereunder.

SUBRECIPIENT hereby agrees to comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in the Funding Agreement (Exhibit "C") and the informational documents applicable to the 23SHSP Program, including but not limited to all criteria, restrictions and requirements of the 23HSGP NOFO and any revisions to the NOFO, all of which are incorporated herein by this reference.

SUBRECIPIENT agrees to indemnify and hold CRESA harmless if it is determined that the SUBRECIPIENT failed to properly use any funds allocated under this Agreement in accordance with all applicable federal and state statutes and regulations, and the terms and conditions for such federal award. If a provision of this Agreement is in conflict with requirements set forth in Exhibit "C," Exhibit "C" shall prevail.

13. SINGLE AUDIT ACT REQUIREMENTS AND INSPECTION OF RECORDS

- a. The SUBRECIPIENT must comply with the Single Audit Act of 1984 as modified in 1996. The SUBRECIPIENT must maintain accounting records that will enable identification of all federal funds received and expended by federal assistance number. If a Single Audit is required, a copy of the audit report must be submitted to CRESA, within the time limit set forth in the Single Audit Act. If a Single Audit is not required, CRESA is allowed to perform a fiscal review of the SUBRECIPIENT'S financial records.
- b. CRESA may inspect the books and records of the SUBRECIPIENT relating to the performance of this Agreement. The SUBRECIPIENT will permit independent auditors access to its financial records for this

purpose. The SUBRECIPIENT shall keep all records required by this Agreement for six (6) years after termination of this Agreement for audit purposes.

14. CERTIFICATION REGARDING DEBARMENT SUSPENSION OR INELIGIBILITY

- a. If federal funds are the basis for this Agreement, the SUBRECIPIENT certifies that neither it or its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or agency. If the SUBRECIPIENT is debarred or suspended from participation in federal programs during the Agreement period, the Agreement is voided.
- b. The SUBRECIPIENT must check the "List of Parties Excluded from Federal Procurement and Non-Procurement Programs" (<https://www.sam.gov/SAM/>) prior to awarding subgrants or contracts, and agrees not to enter into any arrangements or contracts related to this grant with any party on this list.

15. NONDISCRIMINATION

CRESA provides equal opportunity to all persons seeking or having access to its employment, services and activities. The SUBRECIPIENT, its assignees, delegates or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, religion, national origin, age, sex, marital status, veteran status, sexual orientation or the presence of any disability unless such disability effectively prevents the performance of the essential functions required of the position.

16. DISPUTES

Differences between the SUBRECIPIENT and CRESA, arising under and by virtue of this Agreement, shall be brought to the attention of CRESA at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the SUBRECIPIENT shall be decided by CRESA'S representative or designee. All rulings, orders, instructions and decisions of CRESA'S representative shall be final and conclusive.

17. CHOICE OF LAW, JURISDICTION AND VENUE, AND ATTORNEY'S FEES

- a. This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to its interpretation and performance.
- b. Any action at law, suit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in Clark County, Washington.
- c. If CRESA brings any action or suit relating to the enforcement of this Agreement or asking for any relief against SUBRECIPIENT, declaratory or otherwise, arising out of this Agreement, or if SUBRECIPIENT brings any action or suit relating to the enforcement of this Agreement or asking for any relief against CRESA, declaratory or otherwise, arising out of this Agreement, then the prevailing party in any of these events shall be paid reasonable attorney's fees and costs and expenses expended or incurred in connection with any such suit or action.

18. SEVERABILITY

If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

19. ENTIRE AGREEMENT

The parties agree that this Agreement is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded.

EXHIBIT A

Timeline

The time period for this Agreement is **September 1, 2023 to July 31, 2026**.

All contract work must be completed by **July 31, 2026**, however the SUBRECIPIENT has up to 15 days after the completion date to submit all final requests for reimbursement. Invoices shall be submitted to Clark Regional Emergency Services Agency by August 15, 2026.

Date	Activity
September 1, 2023	Start of grant agreement
August 15, 2026	Final invoice due to Clark Regional Emergency Services Agency

Reporting

No regular reporting is required in addition to the invoice information required above. However SUBRECIPIENT must provide additional information if requested by CRESA as needed to complete CRESA's reporting requirements and/or subrecipient monitoring activities.

EXHIBIT B

Budget

The SUBRECIPIENT'S compensation under this Agreement, which is described in Section 5 of the Agreement (Compensation), is set forth as follows:

Agency	Planning	Organization	Equipment	Training	Exercise
Subrecipient	\$0	\$0	\$70,000	\$79,306	\$0

TOTAL: \$149,306

See attached Contract E24-144 for additional information and project descriptions

National Priority Area Project 1 – MEDU Equipment **\$70,000**

Enduring Needs Subproject 2 – Hazmat Team Training **\$79,306**

EXHIBIT C

Contract between CLARK REGIONAL EMERGENCY SERVICES AGENCY AND WA STATE MILITARY DEPARTMENT

The contract attached immediately hereafter is the original Agreement entered into by the Washington State Military Department and Clark Regional Emergency Services Agency.

SUBRECIPIENT is bound to all terms and conditions of the federal grant guidance of the funding program referenced in Exhibit C.

Inclusions/Notations:

1. Clark Regional Emergency Services Agency (CRESA) is the subrecipient referred to in the agreement with the WA St Military Department.
2. Original receipts and invoices for eligible grant program expenses must be sent, preferably via email, with reimbursement requests by dates specified in the timeline to:

Jodi Blackwood, Emergency Management Coordinator
jodi.blackwood@clark.wa.gov
Clark Regional Emergency Services Agency
710 W. 13th Street
Vancouver, WA 98660

3. Subrecipient shall obtain proper authorization from CRESA before transfer or disposal of any equipment purchased with SHSP funding.

Exclusions:

None

23SHSP COV Subrecip Agreement

Final Audit Report

2025-01-16

Created:	2025-01-15
By:	Megan Whitman (Megan.Whitman@cresa.wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGKfPKL2TF8IKN-uKr6Thbf8sk_t8jS9d

"23SHSP COV Subrecip Agreement" History

 Document created by Megan Whitman (Megan.Whitman@cresa.wa.gov)
2025-01-15 - 10:48:37 PM GMT

 Document emailed to dave.fuller@cresa.wa.gov for signature
2025-01-15 - 10:48:41 PM GMT

 Email viewed by dave.fuller@cresa.wa.gov
2025-01-16 - 8:49:15 PM GMT

 Signer dave.fuller@cresa.wa.gov entered name at signing as David Fuller
2025-01-16 - 8:49:38 PM GMT

 Document e-signed by David Fuller (dave.fuller@cresa.wa.gov)
Signature Date: 2025-01-16 - 8:49:40 PM GMT - Time Source: server

 Agreement completed.
2025-01-16 - 8:49:40 PM GMT

CLARK REGIONAL EMERGENCY SERVICES AGENCY (CRESA) SUBRECIPIENT AGREEMENT FACE SHEET – 24SHSP

1. Subrecipient Name and Address: City of Vancouver PO Box 1995, Vancouver, WA 98668		2. Agreement Amount: \$147,935.00	3. WA State Contract Number: E25-176
4. Subrecipient Primary Contact Person(s), Phone: Daphne Harris, 360-487-7498; Michelle Bresee, 360-487-7255		5. Agreement Start Date: September 1, 2024	6. Agreement End Date: July 31, 2027
7. CRESA Contact Person(s), Phone: Jodi Blackwood, Emergency Management Coordinator, (360) 992-6270 Scott Johnson, Emergency Management Division Manager, (360) 992-9217 Megan Whitman, Financial Analyst, (360) 737-1911, ext 3945			
8. Funding Authority: Washington Military Department and the U.S. Department of Homeland Security			
9. Federal Funding Identification #: EMW-2024-SS-05028	10. Federal Award Date: September 19, 2024	11. Assistance Listing # and Title: 97.067 – 24HSGP (SHSP)	
12. Total Amount of Federal Award: \$12,381,602	13. Amount of Federal funds obligated to this subrecipient: \$147,935.00	14. Is award for Research and Development? NO	
15. Indirect Cost Rate: N/A	16. Match Required? NO	17. Program Index Number(s): 743SB, 743SC, 743SH, 743SL, 743SQ, 743SZ / NZ	
16. DESCRIPTION: The objective of the Federal Fiscal Year (FFY) 2024 Homeland Security Grant Program (24HSGP) is to fund state, local, tribal, and territorial efforts to prevent terrorism and prepare the nation for threats and hazards that pose the greatest risk to the security of the United States. 24HSGP provides funding to implement investments that build, sustain, and deliver the core capabilities essential to achieving the National Preparedness Goal of a secure and resilient nation. 24HSGP supports core capabilities across the five mission areas of prevention, protection, mitigation, response, and recovery based on allowable costs. HSGP is comprised of three interconnected grant programs: State Homeland Security Program (SHSP), Urban Areas Security Initiative (UASI), and Operation Stonegarden (OPSG). Together, these grant programs fund a range of preparedness activities, including planning, organization, equipment purchase, training, exercises, and management and administration.			
IN WITNESS WHEREOF, CRESA and City of Vancouver, as subrecipient of funding under the terms of this agreement, acknowledge and accept the terms of this agreement and attachments hereto and have executed this agreement as of the date and year written herein. This agreement and attachments hereto govern the rights and obligations of both parties to this agreement.			
In the event of an inconsistency in this agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (1) Applicable Federal and State Statutes and Regulations (2) DHS/FEMA Award and Program Documents (3) WA Military Department Homeland Security Grant Program Contract E25-176 (6) Other provisions of the Agreement incorporated by reference			
WHEREAS, the parties have executed this agreement on the day and year last specified below.			
FOR CRESA UEI: WN7RNJCGFU67  David Fuller (Jan 16, 2025 11:00 PST) Signature Dave Fuller, CRESA Director Date: 01/16/2025		FOR SUBRECIPIENT City of Vancouver UEI: TM9CHABUP4B2 Signature Lon Pluckhahn, City Manager Date: _____	

**STATE HOMELAND SECURITY PROGRAM (SHSP)
CLARK REGIONAL EMERGENCY SERVICES AGENCY / CITY OF VANCOUVER
SUBRECIPIENT FUNDING AGREEMENT**

THIS SUBRECIPIENT FUNDING AGREEMENT ("Agreement") is made and entered into by and between **CLARK REGIONAL EMERGENCY SERVICES AGENCY**, hereinafter "**CRESA**," and **(CITY OF VANCOUVER)** hereinafter "**SUBRECIPIENT**."

WHEREAS, CRESA has entered into a contract with the Washington State Military Department to become a subrecipient of the 24SHSP Grant and all funds allocated to CRESA under Grant No. E25-176; and

WHEREAS, Article II of Grant No. E25-176 permits CRESA to further suballocate grant funds pursuant to the terms of such contract; and

WHEREAS, the SUBRECIPIENT participates in the grant program work plan and is therefore eligible for reimbursement of eligible expenditure through Grant No. E25-176 funds;

NOW, THEREFORE, in consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Defined Terms; DURATION OF AGREEMENT

The period of performance for this Agreement shall commence and terminate as set forth in Exhibit "A," Timeline, and Exhibit "B", Budget, or until terminated by either party in writing.

2. SCOPE OF WORK - SUBRECIPIENT

The SUBRECIPIENT shall perform the following:

- a. Perform project related work in accordance with the 24SHSP grant contract E25-176, timeline (Exhibit A) and budget (Exhibit B) as funded by grant agreement between the WA State Military Department and CRESA.
- b. Submit invoice(s) to CRESA detailing the expenditures for which reimbursement is sought. Reimbursement requests must be sufficiently detailed, include proof of expense payments and must be submitted to CRESA no later than the due date listed in the timeline (Exhibit A).
- c. The SUBRECIPIENT agrees to provide its own labor and materials. Unless otherwise provided for in the Agreement, no material, equipment, labor, or facilities will be furnished by CRESA.

3. SERVICES PROVIDED BY CRESA

In order to assist the SUBRECIPIENT in fulfilling its duties under this Agreement, CRESA shall provide the following:

- a. Relevant information as exists to assist the SUBRECIPIENT with the performance of the SUBRECIPIENT'S scope of work.
- b. Coordination and submission to the State of Washington Military Department of requests for reimbursement on behalf of SUBRECIPIENT for grant program eligible expenses.
- c. Administration of Grant No. E25-176 and processing of federal reimbursements to SUBRECIPIENT.
- d. Timely communication of any changes to agreement timeline, budget or other amendment to grant contract E25-176.

4. AGREEMENT REPRESENTATIVES

Each party to this Agreement shall have an assigned representative for purposes of this Agreement. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

a. For SUBRECIPIENT:

Name of Representative Lon Pluckhahn

Title: City Manager

Mailing Address: PO Box 1995

City, State and Zip Code: Vancouver, WA 98668

Telephone Number: 360-487-8600

E-mail Address: lon.pluckhahn@cityofvancouver.us

b. For CRESA:

Name of Representative: Scott Johnson

Title: Emergency Management Division Manager

Mailing Address: 710 W 13th Street

City, State and Zip Code: Vancouver, WA 98660

Telephone Number: (360) 992-6286

E-mail Address: scott.johnson@clark.wa.gov

5. COMPENSATION

- a. The amount allocated to SUBRECIPIENT shall not exceed the amount set forth in Exhibit "B", Budget, which is attached hereto and incorporated by reference.
- b. No payment shall be made for any work performed or goods or equipment received by the SUBRECIPIENT, except for what is identified and set forth in this Agreement.
- c. CRESA may withhold payment of subrecipient invoices until CRESA receives these funds from Washington State Military Department.

6. AMENDMENTS AND CHANGES IN WORK

- a. In the event of any errors or omissions by the SUBRECIPIENT in the performance of any work under this Agreement, the SUBRECIPIENT shall make any and all necessary corrections without additional compensation. All requests for reimbursement submitted by the SUBRECIPIENT shall be certified by the SUBRECIPIENT and checked for errors and omissions.
- b. No amendment, modification or renewal shall be made to this Agreement unless set forth in a written amendment, signed by both parties and attached to this Agreement. Work under an amendment shall not proceed until the Amendment is duly executed by CRESA.

7. HOLD HARMLESS AND INDEMNIFICATION

Each party to the Agreement shall be responsible for its own wrongful and negligent acts or omissions taken under or pursuant to this Agreement, or those of its officers, agents, or employees acting under this Agreement to the fullest extent required by law, and shall indemnify, defend, and hold the other parties to the Agreement harmless from any such liability. In the case of negligence of more than one party, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party and each party shall have the right to seek contribution from each of the other parties in proportion to the percentage of negligence attributable to each of the other parties.

8. TERMINATION

Each party to the Agreement may terminate this Agreement in whole or in part whenever the party determines that such termination is in the best interests of the party. The party may terminate this Agreement upon giving ten (10) days written notice by Certified Mail to the other party. In that event, CRESA shall pay the SUBRECIPIENT for all cost incurred by the SUBRECIPIENT in performing the Agreement up to the date of such notice. Payment shall be made in accordance with Section 5 of this Agreement.

9. DEFAULT

If the SUBRECIPIENT breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by CRESA, CRESA may terminate this Agreement, in which case CRESA shall pay the SUBRECIPIENT only for the costs of services accepted by CRESA, in accordance with Section 5 of this Agreement. Upon such termination, CRESA, at its discretion, may obtain performance of the work

elsewhere, and the SUBRECIPIENT shall bear all costs and expenses incurred by CRESA in completing the work and all damage sustained by CRESA by reason of the SUBRECIPIENT'S breach.

10. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Agreement does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Agreement at a later time.

11. INDEPENDENT AGENCY

- a. The SUBRECIPIENT'S services shall be furnished by the SUBRECIPIENT as an independent agency and not as an agent, employee or servant of CRESA. The SUBRECIPIENT specifically has the right to direct and control SUBRECIPIENT'S own activities in accordance with the specifications set out in this Agreement.
- b. The SUBRECIPIENT acknowledges that the entire compensation for this Agreement is set forth in Section 5 of this Agreement, and the SUBRECIPIENT is not entitled to any CRESA benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to CRESA employees.
- c. The SUBRECIPIENT shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the SUBRECIPIENT shall be or deem to be or act or purport to act as an employee, agent, or representative of CRESA.
- d. The SUBRECIPIENT shall assume full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, county, federal or state legislation which is now or may during the term of this Agreement be enacted as to all persons employed by the SUBRECIPIENT and as to all duties, activities and requirements by the SUBRECIPIENT in performance of the work on this project and under this Agreement and shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations.

12. COMPLIANCE WITH LAWS AND FUNDING REQUIREMENTS

The SUBRECIPIENT shall comply with all applicable federal, state and local laws, rules and regulations in performing this Agreement, including equipment and real property requirements. The SUBRECIPIENT hereby acknowledges and agrees to be subject to and bound by all terms and conditions of the original funding agreement between Washington State and CRESA, as set forth in Exhibit "C," Funding Agreement (the "Funding Agreement"), as if SUBRECIPIENT was the direct "SUBRECIPIENT" thereunder.

SUBRECIPIENT hereby agrees to comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in the Funding Agreement (Exhibit "C") and the informational documents applicable to the 24SHSP Program, including but not limited to all criteria, restrictions and requirements of the 24HSGP NOFO and any revisions to the NOFO, all of which are incorporated herein by this reference.

SUBRECIPIENT agrees to indemnify and hold CRESA harmless if it is determined that the SUBRECIPIENT failed to properly use any funds allocated under this Agreement in accordance with all applicable federal and state statutes and regulations, and the terms and conditions for such federal award. If a provision of this Agreement is in conflict with requirements set forth in Exhibit "C," Exhibit "C" shall prevail.

13. SINGLE AUDIT ACT REQUIREMENTS AND INSPECTION OF RECORDS

- a. The SUBRECIPIENT must comply with the Single Audit Act of 1984 as modified in 1996. The SUBRECIPIENT must maintain accounting records that will enable identification of all federal funds received and expended by federal assistance number. If a Single Audit is required, a copy of the audit report must be submitted to CRESA, within the time limit set forth in the Single Audit Act. If a Single Audit is not required, CRESA is allowed to perform a fiscal review of the SUBRECIPIENT'S financial records.
- b. CRESA may inspect the books and records of the SUBRECIPIENT relating to the performance of this Agreement. The SUBRECIPIENT will permit independent auditors access to its financial records for this

purpose. The SUBRECIPIENT shall keep all records required by this Agreement for six (6) years after termination of this Agreement for audit purposes.

14. CERTIFICATION REGARDING DEBARMENT SUSPENSION OR INELIGIBILITY

- a. If federal funds are the basis for this Agreement, the SUBRECIPIENT certifies that neither it or its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or agency. If the SUBRECIPIENT is debarred or suspended from participation in federal programs during the Agreement period, the Agreement is voided.
- b. The SUBRECIPIENT must check the "List of Parties Excluded from Federal Procurement and Non-Procurement Programs" (<https://www.sam.gov/SAM/>) prior to awarding subgrants or contracts, and agrees not to enter into any arrangements or contracts related to this grant with any party on this list.

15. NONDISCRIMINATION

CRESA provides equal opportunity to all persons seeking or having access to its employment, services and activities. The SUBRECIPIENT, its assignees, delegates or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, religion, national origin, age, sex, marital status, veteran status, sexual orientation or the presence of any disability unless such disability effectively prevents the performance of the essential functions required of the position.

16. DISPUTES

Differences between the SUBRECIPIENT and CRESA, arising under and by virtue of this Agreement, shall be brought to the attention of CRESA at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the SUBRECIPIENT shall be decided by CRESA'S representative or designee. All rulings, orders, instructions and decisions of CRESA'S representative shall be final and conclusive.

17. CHOICE OF LAW, JURISDICTION AND VENUE, AND ATTORNEY'S FEES

- a. This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to its interpretation and performance.
- b. Any action at law, suit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in Clark County, Washington.
- c. If CRESA brings any action or suit relating to the enforcement of this Agreement or asking for any relief against SUBRECIPIENT, declaratory or otherwise, arising out of this Agreement, or if SUBRECIPIENT brings any action or suit relating to the enforcement of this Agreement or asking for any relief against CRESA, declaratory or otherwise, arising out of this Agreement, then the prevailing party in any of these events shall be paid reasonable attorney's fees and costs and expenses expended or incurred in connection with any such suit or action.

18. SEVERABILITY

If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

19. ENTIRE AGREEMENT

The parties agree that this Agreement is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded.

EXHIBIT A

Timeline

The time period for this Agreement is **September 1, 2024 to July 31, 2027**.

All contract work must be completed by **July 31, 2027**, however the SUBRECIPIENT has up to 15 days after the completion date to submit all final requests for reimbursement. Invoices shall be submitted to Clark Regional Emergency Services Agency by August 15, 2027.

Date	Activity
September 1, 2024	Start of grant agreement
August 15, 2027	Final invoice due to Clark Regional Emergency Services Agency

Reporting

No regular reporting is required in addition to the invoice information required above. However SUBRECIPIENT must provide additional information if requested by CRESA as needed to complete CRESA's reporting requirements and/or subrecipient monitoring activities.

EXHIBIT B

Budget

The SUBRECIPIENT'S compensation under this Agreement, which is described in Section 5 of the Agreement (Compensation), is set forth as follows:

Agency	Planning	Organization	Equipment	Training	Exercise
Subrecipient	\$0	\$0	\$77,935	\$70,000	\$0

TOTAL: \$147,935

See attached Contract E25-176 for additional information and project descriptions

Enduring Needs Subproject 1 – Structural Collapse Training	\$70,000
---	-----------------

National Priority Area Project 1 – MEDU Spectrometer Equipment	\$77,935
---	-----------------

EXHIBIT C

Contract between CLARK REGIONAL EMERGENCY SERVICES AGENCY AND WA STATE MILITARY DEPARTMENT

The contract attached immediately hereafter is the original Agreement entered into by the Washington State Military Department and Clark Regional Emergency Services Agency.

SUBRECIPIENT is bound to all terms and conditions of the federal grant guidance of the funding program referenced in Exhibit C.

Inclusions/Notations:

1. Clark Regional Emergency Services Agency (CRESA) is the subrecipient referred to in the agreement with the WA St Military Department.
2. Original receipts and invoices for eligible grant program expenses must be sent, preferably via email, with reimbursement requests by dates specified in the timeline to:

Jodi Blackwood, Emergency Management Coordinator
jodi.blackwood@clark.wa.gov
Clark Regional Emergency Services Agency
710 W. 13th Street
Vancouver, WA 98660

3. Subrecipient shall obtain proper authorization from CRESA before transfer or disposal of any equipment purchased with SHSP funding.

Exclusions:

None

24SHSP COV Subrecip Agreement

Final Audit Report

2025-01-16

Created:	2025-01-16
By:	Megan Whitman (Megan.Whitman@cresa.wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAUSqDTiBRdQcAZ_5k59nJsHxd7FL7Yag

"24SHSP COV Subrecip Agreement" History

-  Document created by Megan Whitman (Megan.Whitman@cresa.wa.gov)
2025-01-16 - 4:28:52 PM GMT
-  Document emailed to dave.fuller@cresa.wa.gov for signature
2025-01-16 - 4:28:56 PM GMT
-  Email viewed by dave.fuller@cresa.wa.gov
2025-01-16 - 7:00:27 PM GMT
-  Signer dave.fuller@cresa.wa.gov entered name at signing as David Fuller
2025-01-16 - 7:00:50 PM GMT
-  Document e-signed by David Fuller (dave.fuller@cresa.wa.gov)
Signature Date: 2025-01-16 - 7:00:52 PM GMT - Time Source: server
-  Agreement completed.
2025-01-16 - 7:00:52 PM GMT

Staff Report: 050-25

To: Mayor and City Council
From: City Manager
Date: March 3, 2025

Subject

2025 Firehouse Subs Public Safety Foundation Grant

Key Points

- The Firehouse Subs Public Safety Foundation provides funding for lifesaving equipment and needed resources to first responders and public safety organizations.
- The 2025 funding will be used to purchase radio equipment to support communication on emergency scenes.

Strategic Plan Alignment

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

Present Situation

Vancouver Fire Department (VFD) is responsible for providing safe and prepared community and effective emergency response to Vancouver and Fire District 5 residents, commercial sectors and visitors.

To continue to provide safe and effective emergency response to the community and a healthy and safe work environment for City employees, VFD needs new radios to support communication on emergency scenes.

Advantage(s)

Enhance community safety by procuring necessary radio equipment.

Challenge(s)

None

Budget Impact

This award requires no local match. VFD budget will increase in the amount of \$24,024. The total project cost is \$25,336. The remaining ~\$1,300 of the project will be funded out of baseline.

Prior Council Review

None

Action Requested

On Monday, March 3, 2025, authorize the City Manager, or designee, to approve the 2025 Firehouse Subs Public Safety Foundation Grant, for the procurement of radio equipment for Vancouver Fire Department.

Staff Contact

Michelle Bresee, Senior Management Analyst, Scott Willis, Division Fire Chief,
michelle.bresee@cityofvancouver.us, Scott.Willis@cityofvancouver.us

Attachments:

1. MOU- Vancouver Fire Department



Firehouse Subs Public Safety Foundation, Inc.

12735 Gran Bay Pkwy., Suite 150, Jacksonville, Florida 32258

MEMO OF UNDERSTANDING- FUNDING AGREEMENT

January 30, 2025

Failure to adhere to the requirements of this Funding Agreement will jeopardize your grant award.

All purchases must match the quantities and equipment approved in the original grant request and approved quote.

Firehouse Subs Public Safety Foundation Responsibilities

- Firehouse Subs Public Safety Foundation will award funding to **City of Vancouver, on behalf of City of Vancouver Fire Department, Vancouver, WA** for **\$24,023.95** to be used toward the direct purchase of **Eight APX 900 Portable Radios & Accessories (Excluding Essential Service)**.

City of Vancouver, on behalf of City of Vancouver Fire Department Responsibilities

1. An ACH transfer will be remitted to the organization name as stated in this memo of understanding and **must** match the EIN number submitted on the grant request and bank account information listed on the ACH Authorization. If there is a change in either information, you must submit a W-9.
2. **Purchase** the equipment on Approved Quote #2779359 from Motorola.
 - a. **NOTE: DO NOT PREPAY** for the equipment order at the time of purchase
3. **Confirm Receipt of ACH Transfer** by emailing procurementfoundation@firehousesubs.com
4. **Verify Purchase and Delivery** by providing Firehouse Subs Public Safety Foundation with the following:
 - a. All signed and dated packing slips
 - b. Copies of paid invoices, verifying your organization's name as the customer and matching the vendor quote(s)
 - c. A copy of the cleared check(s), verifying the payee and payment amount matches the vendor quote(s)
5. In the event that the purchased equipment costs less than the dollar amount awarded, all excess funds must be returned to Firehouse Subs Public Safety Foundation.
 - a. Email procurementfoundation@firehousesubs.com with notification of excess funds within 30 days of purchase
 - b. Return Excess Funds within 30 days of receipt of excess funds invoice to Firehouse Subs Public Safety Foundation, Attention: Gina Brown, 12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258
6. If purchases exceed funding, **City of Vancouver, on behalf of City of Vancouver Fire Department** is responsible for the additional amount.

VERY IMPORTANT: Deadline for submitted documentation is June 30, 2025.

Firehouse Subs Public Safety Foundation

Date

City of Vancouver, on behalf of City of Vancouver
Fire Department Representative (**Signature**)

Date

City of Vancouver, on behalf of City of Vancouver
Fire Department Representative Name (**Print**)

To: Mayor and City Council
From: Council Subcommittee 2
Date: March 3, 2025

Subject

Downtown Redevelopment Authority Board Appointment

Present Situation

The Downtown Redevelopment Authority (DRA) is a public corporation chartered by the city that owns the Vancouver Hilton Hotel and Convention Center and is responsible for overseeing its operations, finances, and promotion.

Council Subcommittee 1 recommends the appointment of Debra McCracken to a mid-term position effective March 3, 2025, and expiring December 31, 2028.

We would like to make this reappointment at the Monday, March 3, 2025, Council meeting.

Action Requested

On Monday, March 3, 2025, appoint Deborah McCracken to a midterm position on the Downtown Redevelopment Board, with a term beginning immediately and expiring December 31, 2028.

Subcommittee 2

Attachments:

1. Memo
2. Roster



MEMORANDUM

DATE: March 3, 2025
TO: Mayor and City Council
FROM: Council Committee 2 (Stober, Harless, Fox)
CC: Lon Pluckhahn, City Manager
Tawny Maruhn, Boards & Commissions

RE: Recommendation for Appointment on the Downtown Redevelopment Authority
--

The Downtown Redevelopment Authority (DRA) is a public corporation chartered by the city that owns the Vancouver Hilton Hotel and Convention Center and is responsible for overseeing its operations, finances, and promotion.

Council Subcommittee 1 recommends the appointment of Debra McCracken to a mid-term position effective March 3, 2025, and expiring December 31, 2028.

We would like to make these appointments at the **Monday, March 3, 2025**, Council meeting.

Attachments:

- Letter
- Current Roster

Downtown Redevelopment Authority

Position	Term	Name & Address	Phone
2	01-01-2025	Tom Donovan 8813 NE 15th St , Vancouver, WA 98664 donovantj@yahoo.com	360-600-3686
3	01-09-2017	Brad Hutton 5509 NE 175th Circle, Vancouver, WA 98686 hutton.brad@comcast.net	360-823-8701 360-546-1313
4	08-28-2017	Jan Robertson 11432 NE Summit Ridge Dr., Vancouver, WA 98686 jrobertson@nbscollc.com	503-789-4000 503-273-0315
5	05-03-2021	Kathleen Kee 7115 Corregidor Rd , Vancouver, WA 98664 kkee@buckinghamgroup.com	503-221-7535 503-803-9379
6	06-01-2010	Marc Fazio 16306 NE 25th Ave, Ridgefield, WA 98642 mfazio@billnaito.com	503-702-2938 503-517-4338
7	12-18-2023	Dyann Bernatz 402 N Main Ave , Ridgefield, WA 986642 dyann.bernatz@pgn.com	503-901-0961

Downtown Redevelopment Authority

Term Length: 48 Months

Max Terms: No Limit

Number of Members: 7

Meeting Schedule: Third Thursday of the Month

Meeting Time: 11:00 AM

Meeting Location: City Hall - Council Chambers

Meeting Address: 415 W 6th St. Vancouver, WA 98660

Type: Board

Description:

The purpose of the Downtown Redevelopment Authority is to provide an independent legal entity under State law and City Ordinance ([Chapter 2.73 VMC](#)) to plan, design, finance, acquire, construct, equip, own, maintain, operate, repair, remodel, expand and promote of the Vancouver Convention Center and Hotel Project, consistent with redevelopment plans for the Esther Short Redevelopment Area adopted by the City.

The DRA serves as a citizen advisory body to the City Council, and Board Members work in a voluntary capacity. Members of the Board serve four-year terms which may be extended. Applicants are not required to live within the City limits.

Council Liaison:

Staff Liaison:

Position Number	Name	Appt Date	No. of Terms Served	Term Expiration Date
2	Tom Donovan	01/06/2025	1	12/31/2028
3	Brad Hutton	01/09/2017	2	12/31/2025
4	Jan Robertson	08/28/2017	2	12/31/2025
5	Kathleen Kee	05/03/2021	1	12/31/2025
6	Marc Fazio	06/01/2010	5	12/31/2027
7	Dyann Bernatz	12/18/2023	1	12/31/2027

To: Mayor and City Council
From: Mayor
Date: March 3, 2025

Subject

Salary Review Commission Appointment

Present Situation

This seven-member volunteer commission studies the relationship of salaries to the duties of Mayor and City Councilmembers and establishes the salary and compensation for the Mayor and City Council.

Mayor Anne McEnerny-Ogle recommends the appointment of Jesika Williams to a full-term position effective February 24, 2025, and expiring February 23, 2029.

We would like to make these appointments at the Monday, March 3, 2025, Council meeting.

Action Requested

On Monday, Monday, March 3, 2025, appoint Jesika Williams to a full-term on the Salary Review Commission, with a term beginning February 24, 2025, and expiring February 23, 2029.

Mayor McEnerny-Ogle

Attachments:

1. Memo
2. Roster



MEMORANDUM

DATE: March 3, 2025
TO: Mayor and City Council
FROM: Mayor Anne McEnerny-Ogle
CC: Lon Pluckhahn, City Manager
Tawny Maruhn, Boards & Commissions

RE: Salary Review Commission

This seven-member volunteer commission studies the relationship of salaries to the duties of Mayor and City Councilmembers and establishes the salary and compensation for the Mayor and City Council.

Mayor Anne McEnerny-Ogle recommends the appointment of Jesika Williams to a full-term position effective February 24, 2025, and expiring February 23, 2029.

We would like to make these appointments at the **Monday, March 3, 2025**, Council meeting.

Attachments:

- Letter
- Current Roster

Salary Review Commission

Position	Term	Name & Address	Phone
1	03-14-2022	Patricia Bilker 3101 N St, Vancouver, WA 98663 patticakes1935@gmail.com	714-345-0741
2	06-10-2024	Tyler Freedman 13100 NE 22nd St, Vancouver, WA 98660 tylerfreedman1@live.com	3606066867
3	12-31-2021	Patricia Stepp 1405 Esther St. #207 , Vancouver, WA 98660 ravenmaven08@gmail.com	360-693-0083
4	03-11-2024	Margot Rice 4808 NE 126th Ave, Vancouver, WA 98682 mrd303@gmail.com	513-240-4894
5	03-11-2024	Greg Chaimov 314 Pasadena Way, Vancouver, WA 98660 gchaimov@gmail.com	503-816-5192
6	06-10-2024	Tyler Clifford 210 NW 46th Ave, Vancouver, WA 98663 tclifford360@gmail.com	3608080394
7	06-10-2024	Scott Kibota 2107 SE 144th Avenue, Vancouver, WA 98660 skibota@gmail.com	4242435299

Salary Review Commission

Term Length: 48 Months

Max Terms: 2 Term(s)

Number of Members: 7

Meeting Schedule: On Call

Meeting Time: 5:00 PM

Meeting Location: City Hall - Council Chambers

Meeting Address: 415 W 6th St. Vancouver, WA 98660

Type: Commission

Description: Studies the relationship of salaries to the duties of the Mayor and City Council and establishes the salary for each. Commissioners must be registered voters and city residents.

Council Liaison:

Staff Liaison:

Position Number	Name	Appt Date	No. of Terms Served	Term Expiration Date
1	Patricia Bilker	03/14/2022	1	02/24/2025
2	Tyler Freedman	06/10/2024	1	12/31/2025
3	Patricia Stepp	12/31/2021	1	12/31/2026
4	Margot Rice	03/11/2024	1	12/31/2027
5	Greg Chaimov	03/11/2024	1	12/31/2027
6	Tyler Clifford	06/10/2024	1	02/24/2025
7	Scott Kibota	06/10/2024	1	12/31/2026

To: Mayor and City Council
From: Mayor
Date: March 3, 2025

Subject

Vancouver Housing Authority Appointment

Present Situation

The Vancouver Housing Authority Board is appointed by the Mayor to provide opportunities to people who experience barriers to housing because of income, disability or special needs in an environment which preserves personal dignity, and in a manner which maintains public trust.

Mayor Anne McEnerny-Ogle recently evaluated candidates for this Board and recommends the full-term reappointment of Carol Collier to a position that would begin immediately and expire February 11, 2030.

This reappointment will be presented for Council action at the Monday, March 3, 2025, Council meeting.

Action Requested

On Monday, Monday, March 3, 2025, reappoint Carol Collier to a full-term on the Vancouver Housing Authority Board, with a term beginning immediately, and expiring February 11, 2030.

Mayor McEnerny-Ogle

Attachments:

1. Memo
2. Roster



MEMORANDUM

DATE: March 3, 2025

TO: Mayor and City Councilmembers

FROM: Mayor McEnery-Ogle

CC: Lon Pluckhahn, City Manager
Tawny Maruhn, Boards & Commissions

RE: Recommendation for Reappointments to the Vancouver Housing Authority Board of Commissioners

The Vancouver Housing Authority Board is appointed by the Mayor to provide opportunities to people who experience barriers to housing because of income, disability or special needs in an environment which preserves personal dignity, and in a manner which maintains public trust.

Mayor Anne McEnery-Ogle recently evaluated candidates for this Board and recommends the full-term reappointment of Carol Collier to a position that would begin immediately and expire February 11, 2030.

This reappointment will be presented for Council action at the **Monday, March 3, 2025**, Council meeting.

Attachments:

- Applications
- Current Roster

Vancouver Housing Authority Board of Commissioners

Position	Term	Name & Address	Phone
1	02-03-2020	Carol Collier 4308 SW 5th Ave., Camas, WA 98607 carolcollier12345@gmail.com	503-880-5807
2	08-02-2021	Dominique Merriweather 18520 NE 26th Dr Vancouver,, Vancouver, WA 98684 dlmerri@hotmail.com	503-307-4749
3	04-15-2023	Joan Caley 8604 SE Sherley Ave., Vancouver, WA 98664 joancaley@comcast.net	360-921-5941
4	01-08-2024	Alisha Topper 710 W 21st Street, Vancouver, WA 98660 alishia.topper@clark.wa.gov	360-521-8295
5	01-08-2024	Jennifer Rhoads 1220 Main Street, Suite 203, Vancouver, WA 98660 jennifer.rhoads@theffdn.org	360-699-4212
6	02-11-2024	Duana Ricks-Johnson 9211 NE 15th Ave Apt #C-117, Vancouver, WA 98665 divadu.dn.dj@gmail.com	360-210-2417

Vancouver Housing Authority Board of Commissioners

Term Length: 60 Months

Max Terms: 3 Term(s)

Number of Members: 6

Meeting Schedule: fourth thursday of each month

Meeting Time: 10:00 AM

Meeting Location:

Meeting Address:

Type: Commission

The members of this independent board establish policy for operation of low-income rental housing programs and low-income housing rehabilitation programs.

Description: For more information, please visit: [Vancouver Housing Authority](#)

Staff Contacts: Susan Pagel, spagel@vhausa.com and Andy Silver, asilver@vhausa.com

Council Liaison:

Staff Liaison:

Position Number	Name	Appt Date	No. of Terms Served	Term Expiration Date
1	Carol Collier	02/03/2020	1	02/11/2025
2	Dominique Merriweather	08/02/2021	1	02/01/2027
3	Joan Caley	04/15/2013	3	02/01/2028
4	Alisha Topper	01/08/2024	1	02/11/2029
5	Jennifer Rhoads	01/08/2024	1	02/11/2029
6	Duana Ricks-Johnson	01/08/2024	1	02/11/2026

To: Mayor and City Council
From: City Manager
Date: March 3, 2025

Subject

Approval of Claim Vouchers

Action Requested

Approve claim vouchers for March 3, 2025.

Attachments:

1. March 3, 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:

\$ 3,433,141.26 this 3rd day of March 2025.

MAYOR

COUNCILMEMBER

AUDITING OFFICER

COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
February 17, 2025 - February 23, 2025	Accounts Payable Checks (see attached)	\$ 3,424,110.77
February 17, 2025 - February 23, 2025	Hansen City Payments (see attached)	\$ 4,132.00
February 17, 2025 - February 23, 2025	Visa Refunds (see attached)	\$ 4,898.49
February 17, 2025 - February 23, 2025	Payroll Checks (see attached)	\$ -
TOTAL		\$ 3,433,141.26

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Miscellaneous Payment	Check	23818	2/19/2025	815.00	CulinaryED Consulting, LLC	Refund of business license paid under wrong UBI
Miscellaneous Payment	Check	23819	2/19/2025	17.25	Ellen Torres	01212025 CPL Renewal
Miscellaneous Payment	Check	23820	2/19/2025	38.39	Kenneth Gibson	Refund parking permit
Cash Advance Payment	Check	23821	2/19/2025	89.50	Michael Maini	
Ad Hoc Payment	Check	23822	2/19/2025	334.79	Anderson,Peggy	113 SE 92ND AVE .VANCOUVER,WA,98664
Ad Hoc Payment	Check	23823	2/19/2025	88.00	Calhoon,Deanna or Bruce	10408 NE 153RD AVE .VANCOUVER,WA,98682
Ad Hoc Payment	Check	23824	2/19/2025	85.93	Carlson,Barbara	2404 NE 93RD AVE .VANCOUVER,WA,98662
Ad Hoc Payment	Check	23825	2/19/2025	170.71	Estate of Karen Youman	14020 NE 36TH CIR .VANCOUVER,WA,98682
Ad Hoc Payment	Check	23826	2/19/2025	93.42	Gorsuch,Kenneth or Heidi	1424 NE 98TH AVE .VANCOUVER,WA,98664
Ad Hoc Payment	Check	23827	2/19/2025	202.40	Irvine,Angela	16312 NE 74TH CIR .VANCOUVER,WA,98682
Ad Hoc Payment	Check	23828	2/19/2025	46.43	Landini,Michael or Maryann	3515 G ST .VANCOUVER,WA,98663
Ad Hoc Payment	Check	23829	2/19/2025	56.84	Lembke,Scott David	9909 SE 12TH ST .VANCOUVER,WA,98664
Ad Hoc Payment	Check	23830	2/19/2025	400.57	Nesterenco,Vladimir	15909 NE 36TH ST .VANCOUVER,WA,98682
Ad Hoc Payment	Check	23831	2/19/2025	99.22	Osborne,Jeffrey	4103 NE 45TH CIR .VANCOUVER,WA,98661
Ad Hoc Payment	Check	23832	2/19/2025	113.53	Pardo,Salvador	2323 NE GENERAL ANDERSON AVE .VANCOUVER,WA,98661
Ad Hoc Payment	Check	23833	2/19/2025	227.94	Ruth Calderon or Joanne Michelle Gibbons	14207 NE 81ST ST .VANCOUVER,WA,98682
Ad Hoc Payment	Check	23834	2/19/2025	698.40	Sikorskiy,Heather	9101 NE 84TH CT .VANCOUVER,WA,98662
Ad Hoc Payment	Check	23835	2/19/2025	92.15	Supplitt,George or Debora	13106 SE 24TH CIR .VANCOUVER,WA,98683
Ad Hoc Payment	Check	23836	2/19/2025	215.85	Supplitt Family Trust	13106 SE 24TH CIR .VANCOUVER,WA,98683
Ad Hoc Payment	Check	23837	2/19/2025	224.05	Walters,Justin or Brynn	14808 NE 83RD ST .VANCOUVER,WA,98682
Supplier Payment	Check	23838	2/19/2025	539.33	A-Line Asphalt Maintenance Inc	
Supplier Payment	Check	23839	2/19/2025	5,782.84	Arborscape Ltd Inc	
Supplier Payment	Check	23840	2/19/2025	3,575.00	Barran Liebman LLP	
Supplier Payment	Check	23841	2/19/2025	9,010.14	BDC Media Acquisition LLC	
Supplier Payment	Check	23842	2/19/2025	10,778.05	Brown & Wilson Partnership LLC	
Supplier Payment	Check	23843	2/19/2025	5,070.00	Cascade Inn	
Supplier Payment	Check	23844	2/19/2025	26,033.93	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	23845	2/19/2025	347.84	Christenson Electric, Inc.	
Supplier Payment	Check	23846	2/19/2025	6,114.00	City Bark & Recycling LLC	
Supplier Payment	Check	23847	2/19/2025	300.00	Clark County Fire District 5	
Supplier Payment	Check	23848	2/19/2025	1,274,553.75	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	23849	2/19/2025	316,111.74	Clary Longview LLC	
Supplier Payment	Check	23850	2/19/2025	144.97	Clifford & Martin, Inc	
Supplier Payment	Check	23851	2/19/2025	25,000.00	Columbia River Economic Development Council Inc	
Supplier Payment	Check	23852	2/19/2025	7,800.00	Concord Adult Care Home, LLC	
Supplier Payment	Check	23853	2/19/2025	31,893.38	Core and Main LP - Remit-To: Core and Main LP	
Supplier Payment	Check	23854	2/19/2025	1,077.68	CUES Inc - Remit-To: CUES Inc - Cincinnati	
Supplier Payment	Check	23855	2/19/2025	2,674.00	Erickson Structural Consulting Engineers	
Supplier Payment	Check	23856	2/19/2025	9,413.09	Esix Sportswear	
Supplier Payment	Check	23857	2/19/2025	4,283.87	Field & Floral Design	
Supplier Payment	Check	23858	2/19/2025	2,385.60	Galls LLC	
Supplier Payment	Check	23859	2/19/2025	6,805.00	Groundwater Solutions, Inc.	
Supplier Payment	Check	23860	2/19/2025	626.50	H&H Wood Recyclers	
Supplier Payment	Check	23861	2/19/2025	926.25	Harold LeMay Enterprises	
Supplier Payment	Check	23862	2/19/2025	78,359.72	Harper Houf Peterson Righellis Inc	
Supplier Payment	Check	23863	2/19/2025	9,431.50	HMI Oregon - Remit-To: Pacific WRO	
Supplier Payment	Check	23864	2/19/2025	1,833.00	J.S. Held LLC	
Supplier Payment	Check	23865	2/19/2025	1,173.98	Kurita America Inc - Remit-To: US Water - Minneapolis	
Supplier Payment	Check	23866	2/19/2025	3,741.56	L.N. Curtis & Sons - Remit-To: Supplier L.N. Curtis & Sons	
Supplier Payment	Check	23867	2/19/2025	289.69	Lakeyland Inc	
Supplier Payment	Check	23868	2/19/2025	3,075.00	Message Gears LLC	
Supplier Payment	Check	23869	2/19/2025	230.00	Minister & Glaeser Surveying Inc	
Supplier Payment	Check	23870	2/19/2025	600.00	Nagra & Atwal Corporation	

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

INVOICE PAYMENTS REPORT

Supplier Payment	Check	23871		2/19/2025	5,204.38	National Park Service - Remit-To: National Park Service - Pearson Lease	
Supplier Payment	Check	23872		2/19/2025	20,487.80	Nelson Truck Equipment	
Supplier Payment	Check	23873		2/19/2025	110.00	Northwest Drug-Safe LLC	
Supplier Payment	Check	23874		2/19/2025	401.63	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	23875		2/19/2025	5,640.45	Oldcastle Precast Inc	
Supplier Payment	Check	23876		2/19/2025	1,664.91	One Call Concepts Inc	
Supplier Payment	Check	23877		2/19/2025	5,117.21	Parametrix, Inc	
Supplier Payment	Check	23878		2/19/2025	65.90	Parkeon	
Supplier Payment	Check	23879		2/19/2025	7,966.74	Passport Labs Inc. - Remit-To: Passport Labs Inc	
Supplier Payment	Check	23880		2/19/2025	11,527.48	PPC Solutions Inc	
Supplier Payment	Check	23881		2/19/2025	990.00	Professional Translators and Multicultural Experts Inc	
Supplier Payment	Check	23882		2/19/2025	2,184.87	Proforce Marketing Inc	
Supplier Payment	Check	23883		2/19/2025	11,997.00	Rapid Response Bio Clean Inc.	
Supplier Payment	Check	23884		2/19/2025	8,682.91	Ready Rebound, Inc.	
Supplier Payment	Check	23885		2/19/2025	3,407.30	River City Environmental	
Supplier Payment	Check	23886		2/19/2025	423.80	SeaWestern Inc	
Supplier Payment	Check	23887		2/19/2025	397.02	Shrums Pest Control	
Supplier Payment	Check	23888		2/19/2025	3,610.00	SiteCrafting Inc	
Supplier Payment	Check	23889		2/19/2025	12,150.51	Software House International SHI - Remit-To: SHI - Dallas	
Supplier Payment	Check	23890		2/19/2025	7.33	State of Oregon Department of Transportation - Remit-To: OR DMV - Salem	
Supplier Payment	Check	23891		2/19/2025	300.00	State of Washington Department of Licensing - Remit-To: Notary Public Program	
Supplier Payment	Check	23892		2/19/2025	25,692.21	State of Washington Department of Transportation - Remit-To: WADOT - PO Box 47339	
Supplier Payment	Check	23893		2/19/2025	2,496.50	State of Washington State Patrol	
Supplier Payment	Check	23894		2/19/2025	100.00	Superior, LLC	
Supplier Payment	Check	23895		2/19/2025	2,629.44	Valentine NW LLC	
Supplier Payment	Check	23896		2/19/2025	6,853.36	Vector Solutions	
Supplier Payment	Check	23897		2/19/2025	110.68	Vestis Group, Inc - Remit-To: Vestis - Pasadena	
Supplier Payment	Check	23898		2/19/2025	461.99	W.B. Sprague Co. Inc.	
Supplier Payment	Check	23899		2/19/2025	2,808.96	Walter E Nelson Company	
Supplier Payment	Check	23900		2/19/2025	249.48	Washington State Healthcare Authority	
Supplier Payment	Check	23901		2/19/2025	840.00	Water Systems Consulting Inc	
Supplier Payment	Check	23902		2/19/2025	41,210.00	Western Equipment Distributors - Remit-To: Western Equipment - Los Angeles	
Supplier Payment	Check	23903		2/19/2025	4,565.36	Zayo Group Holding Inc - Remit-To: Zayo Group Holding Inc	
			Check		2,044,447.00		
Cash Advance Payment	Direct Deposit	EFT-00285029		2/20/2025	193.50	Patrick Kennedy	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00285030		2/20/2025	473.00	Erica Nilsen	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00285031		2/20/2025	222.25	Sheila Andrews	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00285032		2/20/2025	329.25	Andrew Jorgenson	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00285033		2/20/2025	371.00	Sean Metevia	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00285034		2/20/2025	178.50	Cole Larson	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00285035		2/20/2025	127.50	Lee Gelsinger	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00285036		2/20/2025	222.25	Tiffini Dillard	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00285037		2/20/2025	222.25	Lonny Klugman	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00285038		2/20/2025	222.25	Jamie Spinelli	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00285039		2/20/2025	222.25	Tyler Chavers	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00285040		2/20/2025	329.25	Cale Baker	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00285041		2/20/2025	86.00	Drew Klaetsch	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00285042		2/20/2025	301.00	Cody Esau	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00285043		2/20/2025	208.00	Carole Boswell	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00285044		2/20/2025	215.00	Miranda Skeeter	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00285045		2/20/2025	83.25	James Dewey	Travel Advance
Expense Payment	Direct Deposit	EFT-00285046		2/20/2025	22.20	Daniel Ouellette	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00285047		2/20/2025	720.01	Anne McEnerry-Ogle	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00285048		2/20/2025	201.60	Eric Gundlach	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00285049		2/20/2025	425.25	Tasha Slater	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00285050		2/20/2025	1,035.15	Justin Ventura	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00285051		2/20/2025	229.98	Jean Singer	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00285052		2/20/2025	206.48	David McGrath	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00285053		2/20/2025	130.09	Jay Glover	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00285054		2/20/2025	168.89	Aaron Lande	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00285055		2/20/2025	97.47	Lonny Klugman	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00285095		2/21/2025	473.00	Patrick Moore	Travel Advance
			Direct Deposit		7,716.62		
Supplier Payment	EFT	EFT-00285022		2/19/2025	25,616.00	Clark EMS Physicians, LLC	

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

INVOICE PAYMENTS REPORT

Supplier Payment	EFT	EFT-00285056	2/20/2025	396.73	Hermanson Company, LLC - Remit-To: Hermanson Company, LLC	
Supplier Payment	EFT	EFT-00285057	2/20/2025	244.58	PC Specialists Inc - Remit-To: TIG - San Diego	
Supplier Payment	EFT	EFT-00285058	2/20/2025	751.92	PC Specialists Inc - Remit-To: TIG - San Diego	
Supplier Payment	EFT	EFT-00285059	2/20/2025	3,281.58	Hermanson Company, LLC - Remit-To: Hermanson Company, LLC	
Supplier Payment	EFT	EFT-00285060	2/20/2025	30,024.64	Metereaders LLC	
Supplier Payment	EFT	EFT-00285061	2/20/2025	11,671.67	Distinctive Landscape LLC	
Supplier Payment	EFT	EFT-00285062	2/20/2025	14,936.65	Alta Planning & Design	
Supplier Payment	EFT	EFT-00285063	2/20/2025	160,003.32	Operations Management International Inc	
Supplier Payment	EFT	EFT-00285064	2/20/2025	4,000.00	The Amy VanCamp Experience LLC	
Supplier Payment	EFT	EFT-00285065	2/20/2025	32,222.00	The Exhibits Department, LLC	
Supplier Payment	EFT	EFT-00285066	2/20/2025	495.00	Mayer Reed Inc.	
Supplier Payment	EFT	EFT-00285067	2/20/2025	9,692.89	Vancouver Housing Authority	
Supplier Payment	EFT	EFT-00285068	2/20/2025	3,899.98	Canopy Wellbeing	
Supplier Payment	EFT	EFT-00285069	2/20/2025	458.24	Branlo Enterprises, LLC	
Supplier Payment	EFT	EFT-00285070	2/20/2025	7,224.34	Tierra Right of Way Services LTD	
Supplier Payment	EFT	EFT-00285071	2/20/2025	132,552.07	PreCise MRM LLC	
Supplier Payment	EFT	EFT-00285072	2/20/2025	33,434.17	Live Love Outreach	
Supplier Payment	EFT	EFT-00285073	2/20/2025	16,714.23	Consor North America Inc	
Supplier Payment	EFT	EFT-00285074	2/20/2025	7,820.00	IXP Corporation	
Supplier Payment	EFT	EFT-00285075	2/20/2025	2,500.00	Andrew Prochniak	
Supplier Payment	EFT	EFT-00285076	2/20/2025	13,214.79	Del Sol Inc	
Supplier Payment	EFT	EFT-00285077	2/20/2025	53,486.25	Sazan Group, Inc	
Supplier Payment	EFT	EFT-00285078	2/20/2025	50,078.96	PBS Engineering and Environmental Inc	
Supplier Payment	EFT	EFT-00285079	2/20/2025	2,000.00	The Arts Centered	
Supplier Payment	EFT	EFT-00285080	2/20/2025	82,842.99	Spire Metering Technology, LLC	
Supplier Payment	EFT	EFT-00285081	2/20/2025	132,795.12	Kennedy Jenks Consultants	
Supplier Payment	EFT	EFT-00285082	2/20/2025	8,225.74	Retail Lockbox Inc	
Supplier Payment	EFT	EFT-00285083	2/20/2025	23,168.06	MacKay Sposito Inc.	
Supplier Payment	EFT	EFT-00285084	2/20/2025	663.08	Loma Media Partners	
Supplier Payment	EFT	EFT-00285085	2/20/2025	7,147.75	Vancouvercenter Condominium Association	
Supplier Payment	EFT	EFT-00285086	2/20/2025	21,681.59	Micro Enterprise Services of Oregon	
Supplier Payment	EFT	EFT-00285087	2/20/2025	25,718.40	YWCA Clark County	
Supplier Payment	EFT	EFT-00285088	2/20/2025	3,013.38	Consolidated Supply Co	
Supplier Payment	EFT	EFT-00285089	2/20/2025	3,224.36	Bound Tree Medical LLC	
Supplier Payment	EFT	EFT-00285090	2/20/2025	1,283.03	HDR Engineering Inc - Remit-To: HDR Engineering - Chicago	
Supplier Payment	EFT	EFT-00285091	2/20/2025	2,610.00	Rock Creek Communications, LLC	
Supplier Payment	EFT	EFT-00285092	2/20/2025	34,889.15	Wilson Oil Inc.	
Supplier Payment	EFT	EFT-00285093	2/20/2025	1,869.64	CoStar Reality Information Inc.	
Supplier Payment	EFT	EFT-00285094	2/20/2025	5,800.00	Andrews Terry Jeffers LLP	
			EFT	971,652.30		
Supplier Payment	Manual Wire		2/18/2025	150.10	Bank Of America N.A. - Remit-To: Charlotte NC	
Supplier Payment	Manual Wire		2/18/2025	1,498.36	JP Morgan Chase Bank, N.A.	
Supplier Payment	Manual Wire		2/19/2025	55,595.91	Liberty Mutual Group Inc.	
Supplier Payment	Manual Wire		2/20/2025	6,781.82	Superior, LLC	
Supplier Payment	Manual Wire		2/20/2025	103,752.92	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire		2/20/2025	13,349.80	Washington Dental Service	
Supplier Payment	Manual Wire		2/21/2025	1,628.40	VSP Vision Care Inc.	
Supplier Payment	Manual Wire		2/21/2025	94,979.72	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire		2/21/2025	122,557.82	Amwins Group, Inc.	
			Manual Wire	400,294.85		
			Checks	2,044,447.00		
			Direct Deposit	7,716.62		
			EFT	971,652.30		
			2/18/2025	4,132.00	City Payments	Posted 02-17-25 to 02-23-25
			Hansen Total	4,132.00		
			2/18/2025	1,872.00	Miscellaneous	Parks Class Refunds FCC 02-17-25 to 02-23-25
			2/18/2025	3,026.49	Miscellaneous	Parks Class Refunds MCC 02-17-25 to 02-23-25
			VISA Total	4,898.49		
			Payroll Total	0.00		

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

INVOICE PAYMENTS REPORT

			GRAND TOTAL	3,433,141.26		

City of Vancouver
Payroll Council Report
February 17, 2025 - February 23, 2025

Check No.	Date	Explanation	Amount
		No payroll this period	

\$ -