Vancouver City Council

Anne McEnerny-Ogle, Mayor
Bart Hansen - Ty Stober - Erik Paulsen
Sarah J. Fox - Diana H. Perez - Kim D. Harless

City Council Meeting Agenda
May 4, 2026

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. May 4, 2026. 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 May 4, 2026. Instructions will be provided on-site. Register to testify online. Online registration is open until 12:00 p.m. on May 4, 2026.

Visit the city's website for more information and to register under Community Testimony 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 - Aspen Room - 415 W 6th Street, Vancouver WA

Digital Accessibility Briefing
(Approximately 1 hour)

Laura Shepard, Communications Director, laura.shepard@cityofvancouver.us

PFAS Mitigation Update
(Approximately 30 minutes, to immediately follow the previous workshop)

Shannon Turk, Senior Financial Analyst, Mehrin Selimgir, Water Engineering Manager, Kris Olinger, Utility Engineering Program Manager, Steven Wall, Public Works Director, shannon.turk@cityofvancouver.us, Mehrin.Selimgir@cityofvancouver.us, kris.olinger@cityofvancouver.us, Steve.Wall@cityofvancouver.us

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

Regular Council Meeting

6:30 PM
Vancouver City Hall - Aspen Room - 415 W 6th Street, Vancouver WA

Pledge of Allegiance

Call to Order and Roll Call

Approval of Minutes

Minutes - April 27, 2026

Special Presentation - Kindness 9-1-1 Award

Proclamations

Small Business Week

Small Business Month

National Day of Awareness for Missing and Murdered Indigenous Women and Persons

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. Contract Award - 2026 Pavement Repairs Project - C-102267

Staff Report: 092-26

Request: On Monday, May 4, 2026, award a construction contract for the 2026 Pavement Repairs Project to the lowest responsive bidder, Lakeside Industries, Inc., of Vancouver, WA, at the bid price of $951,808, which includes Washington State Sales tax, and authorize the City Manager, or designee, to finalize and execute the contract and authorize any legal action necessary to enforce the terms of the same.

Chris Sneider, Senior Civil Engineer, chris.sneider@cityofvancouver.us

2. Contract Amendment - Threshold Increase for Software and Services Provided by Workday, Inc. - C-100998

Staff Report: 093-26

Request: On Monday, May 4, 2026, authorize the City Manager, or designee, to increase the not-to-exceed amount of Contract C-100998 by $750,000 to a total of $4,601,625 for the duration of the contract term.

Amandeep Singh, GIS and Data Manager, Patrick Gilbride, IT Director, Aman.Singh@cityofvancouver.us, patrick.gilbride@cityofvancouver.us

3. Contract Amendment - 2024 Crack Sealing & Mastic Repairs Project - C-101637

Staff Report: 094-26

Request: On Monday, May 4, 2026, authorize the City Manager, or designee, to execute Amendment No. 2 to contract C-101637 between the City of Vancouver and BCV, Inc. Increase the not-to-exceed amount by $459,375 to a total of $1,311,075.00 and extend the termination date to December 31, 2026.

Chris Sneider, Senior Civil Engineer, chris.sneider@cityofvancouver.us

4. Service Agreement - On-call Water Engineering Design Services

Staff Report: 095-26

Request: On Monday, May 4, 2026, authorize the City Manager, or designee, to finalize and execute service agreements with Brown & Caldwell, RH2,Carollo, Jacobs Engineering, West Yost, GSI Water Solutions, Geosyntec, HDR Engineering, and GRI for water engineering planning and design services on an as-needed basis for five years with not-to-exceed amounts as indicated below; and authorize the City Manager to approve any legal action necessary to enforce the terms of the same.

Mehrin Selimgir, Water Engineering Manager, Mehrin.Selimgir@cityofvancouver.us

5. Interlocal Agreement between Washington State Department of Transportation (WSDOT) and the City of Vancouver to Address Homeless Encampments on WSDOT Rights-of-way

Staff Report: 096-26

Request: On Monday, May 4, 2026, adopt the Interlocal Agreement with Washington State Department of Transportation (WSDOT) to address homeless encampments on WSDOT Rights-of-way.

Aaron Lande, Assistant City Manager, aaron.lande@cityofvancouver.us

6. Amendment 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: 097-26

Request: On Monday, May 4, 2026, finalize and approve the resolution.

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

7. 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: 098-26

Request: On Monday, May 4, 2026, finalize and approve the resolution.

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

8. Amendments to City Council Policy 100-36

A RESOLUTION relating to City Council policies and procedures for “City Council Code of Ethics and Conduct;” amending City Council Policy 100-36.

Staff Report: 099-26

Request: On Monday, May 4, 2026, finalize and approve the resolution.

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

9. Approval of the Claim Vouchers

Request: Approve claim vouchers for May 4, 2026.

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.

10. 2026 Housing and Urban Development Annual Action Plan

A RESOLUTION relating to the adoption of the City’s Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Annual Action Plan for the 2026 program year; authorizing the City Manager to execute agreements on behalf of the City of Vancouver consistent with the CDBG and HOME Annual Action Plan; providing for severability and an effective date.

Staff Report: 100-26

Request: On Monday, May 4, 2026, finalize and approve the resolution of the 2026 HUD Annual Action Plan and amendment to the 2025 Annual Action Plan, authorizing the City Manager, or designee, to execute agreements on behalf of the City of Vancouver consistent with the 2026 CDBG and HOME Council approved funding awards;

authorize the City Manager to take any legal action necessary to enforce the terms of the same.

Tasha Slater, Senior Housing Project Planner, Tasha.Slater@cityofvancouver.us

Communications

A. From the Council

B. From the Mayor

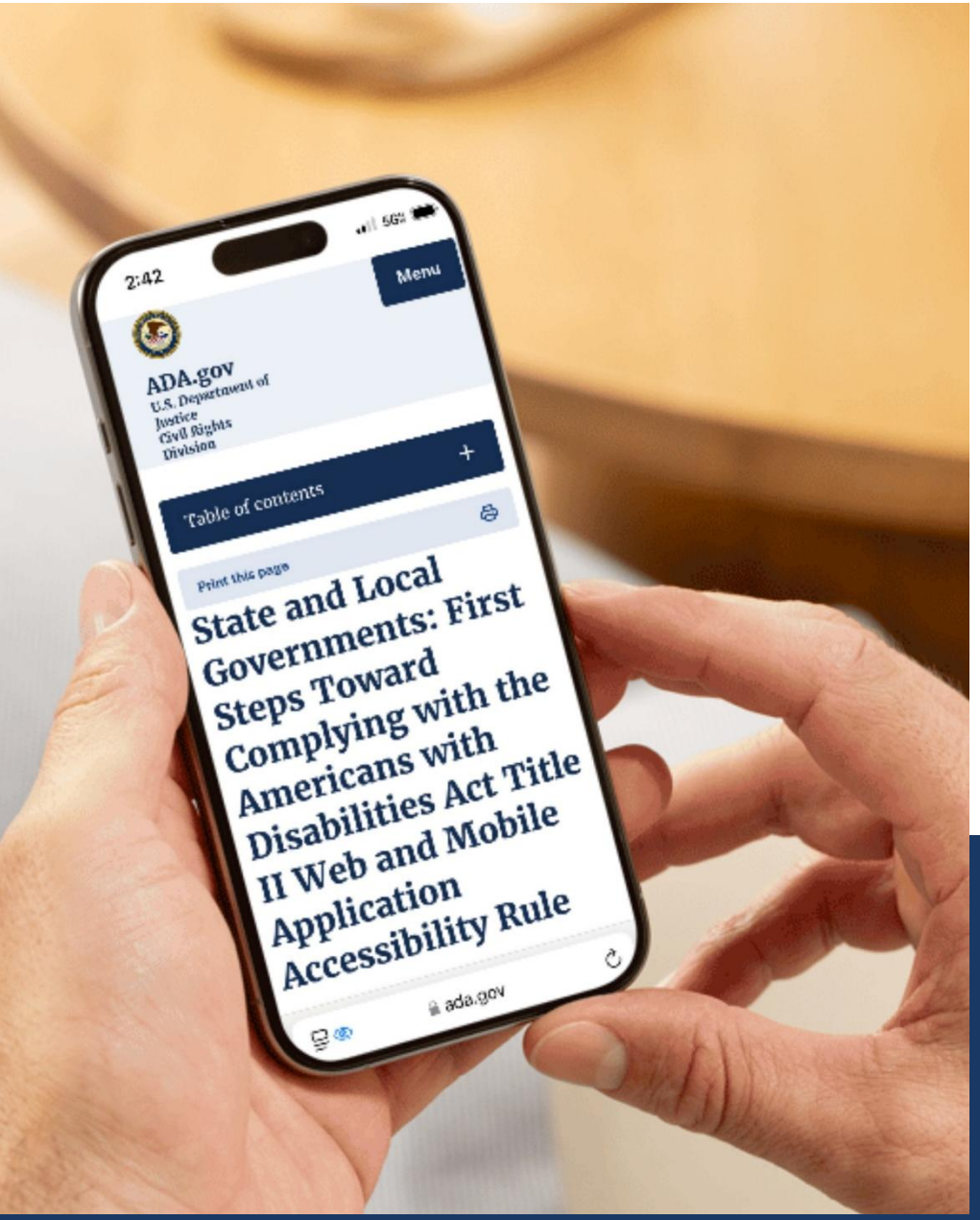
C. From the City Manager

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

Adjournment

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

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



CITY OF Vancouver WASHINGTON

Digital Accessibility at the City update

Laura Shepard, Director of Communications
Communications Department
May 5, 2026



Agenda

1. Digital accessibility
2. Compliance roadmap
3. Sustaining activities
4. Public information
5. Questions & discussion

What is digital accessibility

Accessibility removes barriers and fosters equity

- Digital accessibility ensures that all residents, including those with disabilities, have equal access to the city's online information, services, and tools.

- Creating and maintaining websites, digital tools, and documents so people of all abilities can perceive, understand, navigate, and use them.

Digital accessibility ensures equitable access

Part of our values and is vital to our work

- Equity and inclusion have long been a part of our work
  - City's vision and values
  - City's Strategic Plan
  - Council's policy priorities

- Department of Justice/Americans with Disabilities Act
  - In 1996, the DOJ established that Title II of the ADA covers digital services for government agencies
  - New rule published in 2024 under Title II

Department of Justice rule

Requires government agencies to meet the following

- Comply with the Web Content Accessibility Guidelines (WCAG) Version 2.1, Level AA, as the technical standard for web and mobile content, including:
  - City website
  - Social media
  - Apps
  - Video delivered through web-based tools
  - Documents housed on web-based tools

- Jurisdictions with 50,000 + residents must comply by **April 2027**

What are Web Content Accessibility Guidelines

Developed by World Wide Web Consortium (W3C), WCAG is the global standard

- Guidelines to ensure web content is accessible to all users, including those with disabilities

- Four main principles
  - Perceivable – be able to access and understand regardless of technology or disability
  - Operable – usable regardless of ability, access using devices besides a keyboard
  - Understandable – easy to navigate, read, and understand
  - Robust – work with different technologies

Exceptions to the rule

There are a few…

- In limited cases, some web and mobile app content may not have to meet the technical standard:
  - Pre-existing social media posts
  - Pre-existing meeting videos
  - Pre-existing conventional electronic documents
  - Archived content (archived, not just old)
  - Linked third-party content
  - Individualized password-protected documents
  - Content deemed “undue burden”

City’s compliance roadmap

We’ve been working for over a year and a half

Discovery Phase Feb-June 2025	• Clarify rule application • Website, App, and Software audit • Explore mandatory training options
Develop Plan Summer 2025	• Develop remediation strategy • Determine allowable exceptions • Establish required training for staff
Execute Plan 2025/2026	• Multi-track remediation and compliance plan • Training plan and tools
Sustaining 2026 - ongoing	• Platforms stay in compliance • Continue training opportunities • Workflows and process improvements

Website audit overview and methodology

Evaluated cityofvancouver.us against WCAG, 2.1 Level AA

- Conducted an independent, third-party audit in the summer of 2025
- Automated and manually tested for conformance
  - Screen readers - NVDA with Firefox, NVDA with Edge, VoiceOver with Safari, Adobe Acrobat Accessibility Checker & others
- Site testing included
  - Keyboard-only users, text zoom, color contrast, screen reader compatibility
- Main issues
  - Development, layout choices, and not following web conventions for accessibility
  - Over-reliance on PDFs and documents

Website remediation

More than 2,437 documents representing 32,000+ pages

- Resolved development issues with our site vendor and in-house
- Worked with departments to determine the status of content
  - Remove
  - Archive
  - Remediate
  - Pre-existing document
  - Undue burden
- Remediation and replacement work continues

Additional platforms

More than just the City's website

- All 89 app vendors have provided a Voluntary Product Accessibility Template (VPAT) or remediation plan
- ESRI/Geographic Information System (ArcGIS, VPAT provided)
- Social media
- Council Agenda platform (Civic Plus)
- Clark/Vancouver Television (CVTV)
- Data portal (document audit pending, VPAT provided)
- BeHeard (document audit pending but VPAT provided)

Sustaining Activities

From immediate action to lasting implementation



Standards and training

Capacity building to sustain compliance so far

- Developed and issued standards
  - Website content
  - Social media and videos
  - Preparing, presenting, presiding, and participating in City Council/broadcasted meetings
- Required training for 180+ employees on how to create accessible documents
- Additional staff training under development
- Built templates to make creating accessible documents easy for employees
- Work from consultants and contractors must be delivered in accessible formats
- CVTV is working with partners on accessibility expectations
  - Clark County, Port of Vancouver, C-Tran, etc.

Process improvements

Now a requirement to do business with the City

- Accessibility review required to purchase software, apps, and tools
- Accessibility requirements added to RFPs & contracts
- Work delivered to the City by contractors/vendors/professional services must be provided in a branded, accessible format
  - City is providing standards and access to branded templates

Sustaining accessibility

Integrated into how the City operates

- Regular audits and ongoing monitoring
- Recurring training and skill building
- Reevaluate workflows and governance for the website
- Identify tools to aid and enable accessibility
- Explore solutions for undue burden documents
  - 550+ Computer-Aided Drawings (CAD)
- Reassess over-reliance on PDFs
- Explore a new website and platform (accessible, curated, & AI-ready)

Public information and reporting issues

Use the City's website to learn more or report issues

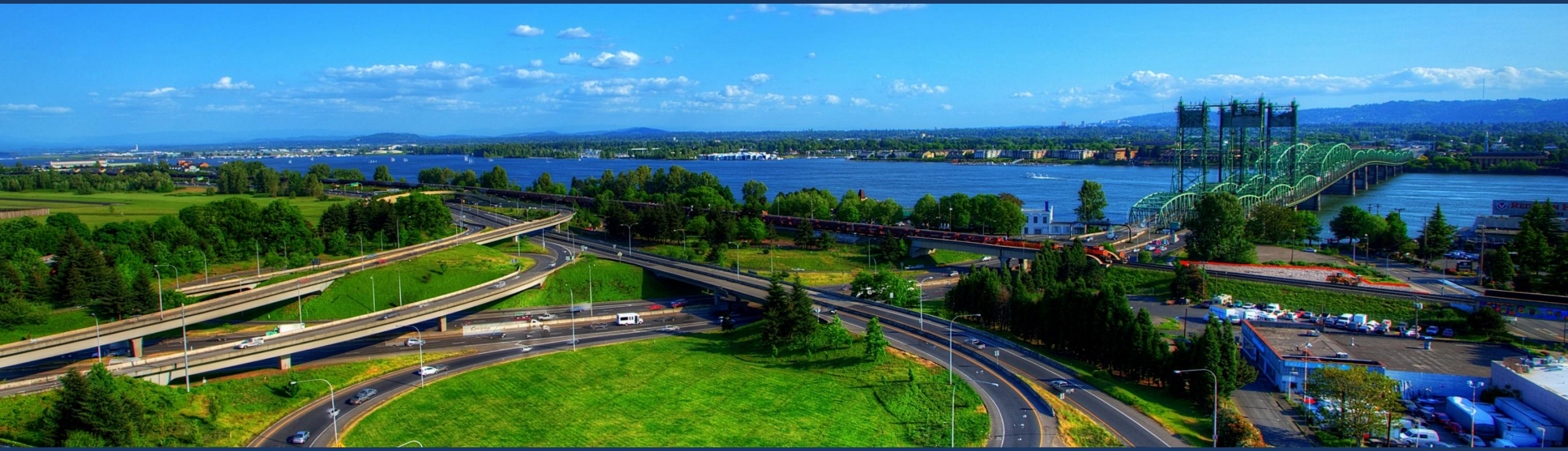
- The public can learn more about our work at Digital Accessibility.
- Issues can be reported at Accessibility Barriers and Complaints .
- Issues related to CVTV can be reported on CVTV's website at Accessibility.

Honorable mentions

Thank you for your continued work…

- Tricia Juettemeyer, Legal
- Brian Bates, Communications
- Jessica Trownsell, Communications/CVTV
- Phil Markel, Communications
- Steve Salgado, IT/Apps Team
- Kevin Heitz, IT/Apps Team
- Neil Clancey-Green, IT/GIS
- Anna Vogel, General Services/Procurement
- Department content providers
  - VPD, VFD, CDD, EPH, PRCH, CMO, GS, FMS, PW, HR

Questions & Discussion





CITY OF Vancouver WASHINGTON

PFAS Mitigation Update

Steve Wall – Public Works Director

Kris Olinger – Utilities Engineering Division Manager

Mehrin Selimgir – Water Engineering Manager

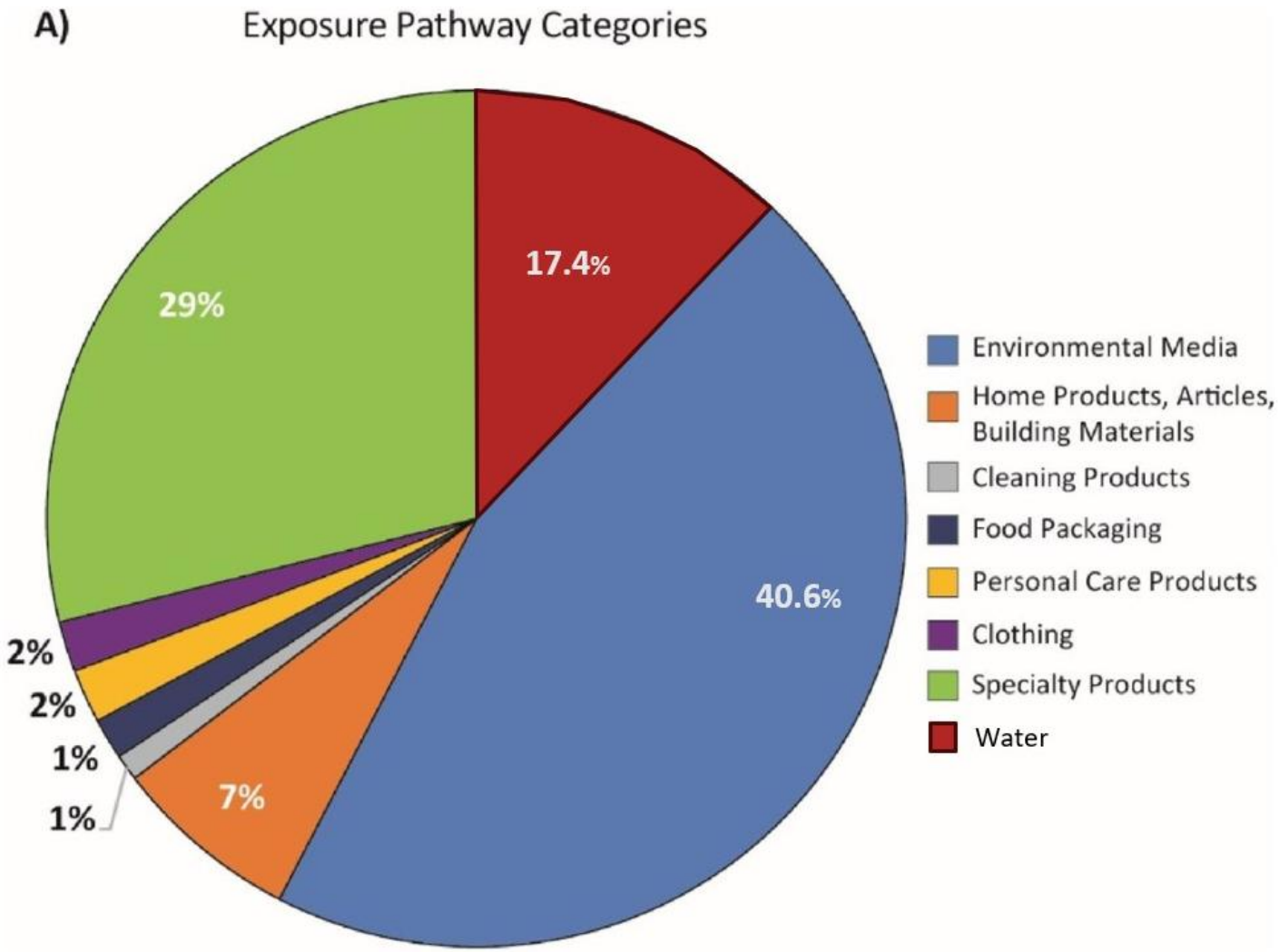
May 4, 2026



Agenda

- PFAS Exposure Pathways
- Regulation Update
- PFAS Detections
- Implementation Schedule
- Capital Costs and Funding
- Next Steps

Distribution of PFAS Exposure

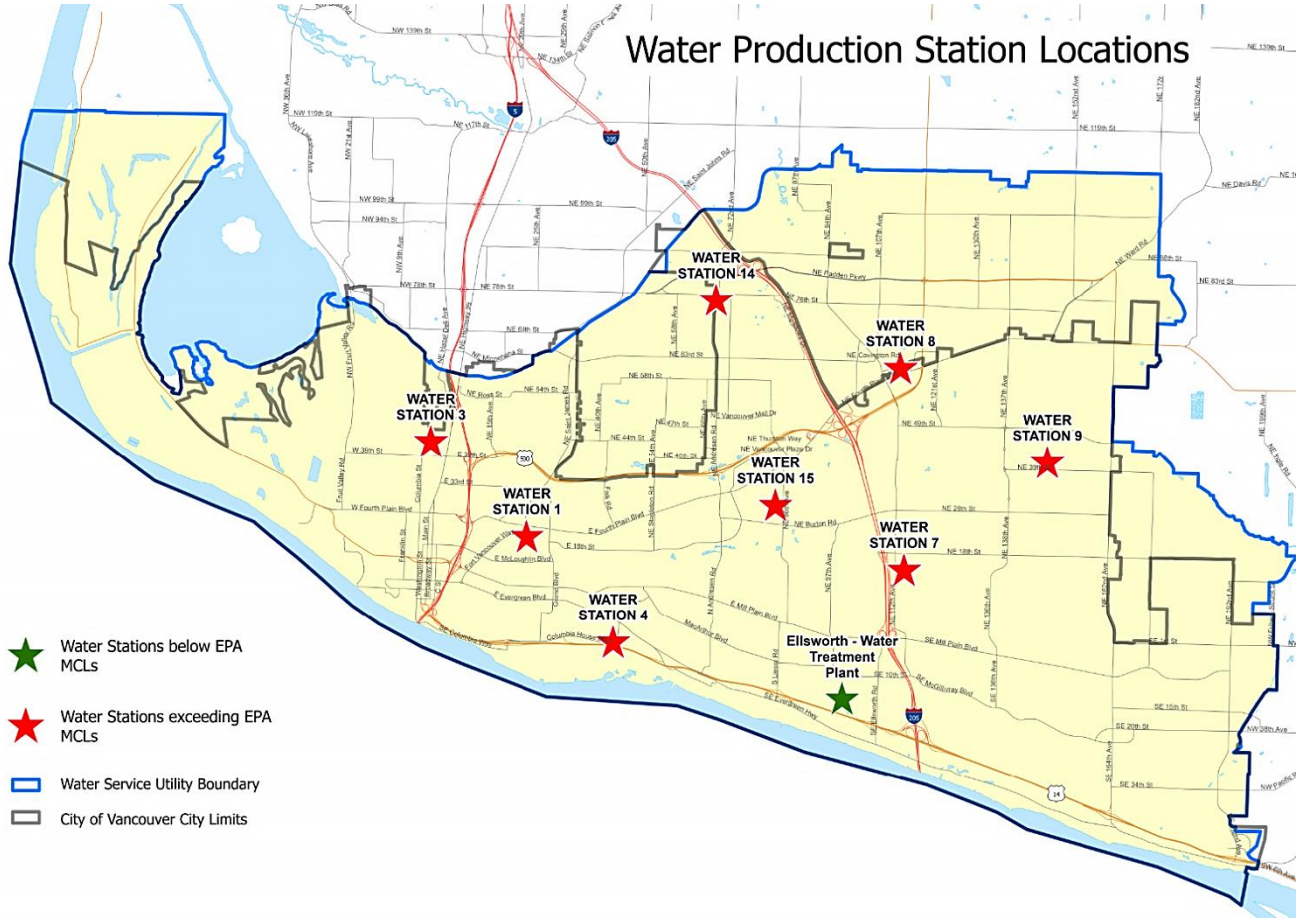


Regulation Update

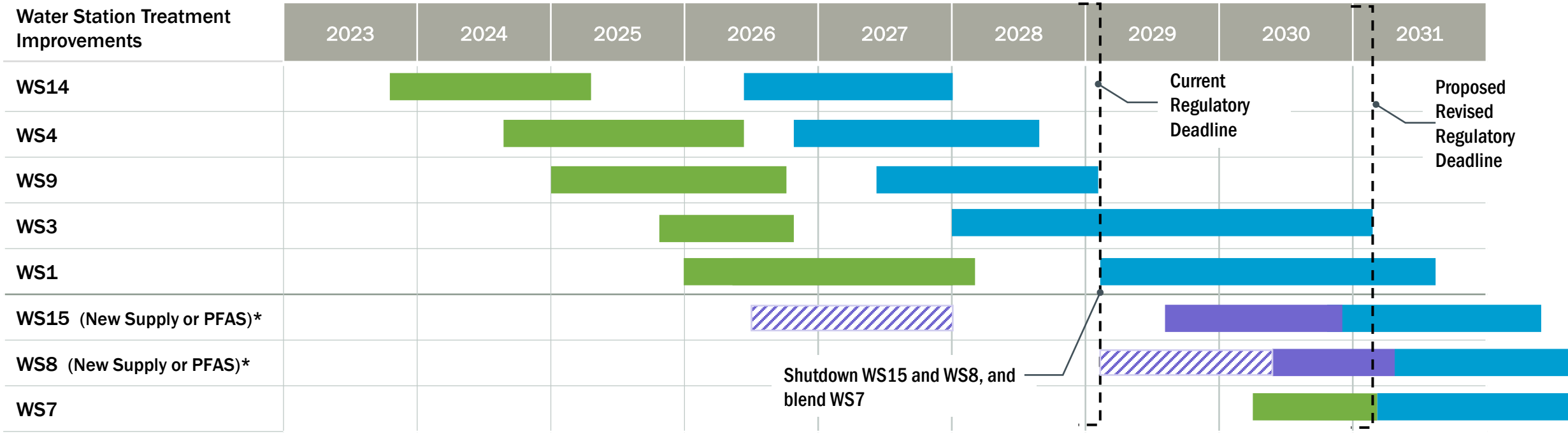
Compound	Washington State Action Level (Superseded)	EPA's Current MCL (Enforceable by 2029)	Proposed EPA MCL Revisions (Not finalized, Enforceable by 2031)
PFOA	10 ppt	4 ppt	4 ppt
PFOS	15 ppt	4 ppt	4 ppt
PFNA	9 ppt	10 ppt	N/A
PFHxS	65 ppt	10 ppt	N/A
Gen-X	-	10 ppt	N/A
Mixtures containing two or more of PFHxS, PFNA, HFPO-DA and PFBS	PFBS; 345 ppt	Hazard Index of 1 (unitless)	N/A

PFAS Detections in Vancouver's Water System

PFAS	MCL	Sampling Result Range
PFOA	4 ppt	ND – 19 ppt
PFOS	4 ppt	ND – 11 ppt



PFAS Mitigation Implementation Schedule



LEGEND: PFAS Treatment Design | Construction | Potential New SGA Well(s) Development | Iron/Manganese Treatment Design or PFAS Treatment Design

* Site is a potential candidate for development of a new well supply from the deep aquifer, dependent on on-going water rights evaluation. WS15 is highly likely for SGA development.

PFAS Capital Costs and Funding

Project	Subsidy to Date		
	Amount	**Funding Type**	**Funding Entity**
Water Station 14	$12.7 M	100% Forgivable Loan	WA Dept of Health – Drinking Water State Revolving Fund (DWSRF)
Water Station 4	$12M	100% Forgivable Loan	DWSRF
	$3M	Loan	DWSRF
	$10M	Loan	Public Works Board
Water Station 9	$12M	Loan	DWSRF
Water Station 3	Anticipated $14M	TBD	DWSRF
Water Station 1	TBD		
Water Station 15			
Water Station 8			
Water Station 7			

PFAS Capital Costs and Funding



PFAS Mitigation Program

Estimated $280M



Manufacturer Settlement Funds

Anticipated $30M, approx. $14M received to date



Utility Rate Increases

Anticipated annual rate increases



Future Subsidy Funding

Bonding, Loan Programs



Next Steps

- Construction Award for Water Station 14
- Professional Services Contract Award for Water Station 1
- New Source Development Investigations
- Future council workshop on funding strategy

April 27, 2026

Workshops: 3:30-6:00 p.m.

Vancouver City Hall - Aspen Room - 415 W 6th Street, Vancouver WA

The City Council Meeting was held on 4/27/2026 at 3:30 PM in the Vancouver City Hall, Aspen Room 415 West 6th Street, Vancouver, WA 98660.

Workshops were conducted in person in the Aspen Room 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/video/city-council-workshops-04-27-26-2026041020/

Comprehensive Plan Update
(Approximately 45 minutes)

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 Fox was late to the workshop.

Biennial Forecast and Policy Direction
(Approximately 1 hour, to immediately follow the previous workshop)

Lisa Brandl, Deputy City Manager, Lon Pluckhahn, City Manager, Jeffrey Towery, Deputy City Manager, lisa.brandl@cityofvancouver.us, lon.pluckhahn@cityofvancouver.us, Jeff.Towery@cityofvancouver.us

Staff led Council through a discussion of the Biennial Forecast and Policy Direction.

Interstate Bridge Replacement Update
(Approximately 45 minutes, to immediately follow the previous workshop)

Katherine Kelly, Program and Policy Development Manager,
katherine.kelly@cityofvancouver.us

Staff led Council through a discussion of the Interstate Bridge Replacement Update.

Council Dinner / Pending or Potential Litigation (RCW 42.30.110(i)(iii)) (6:00 - 6:30 PM)

Mayor McEnerny-Ogle announced the Council would be entering into executive session from 6:00-6:30 p.m. to discuss Pending or Potential Litigation.

Regular Council Meeting

6:30 PM
Vancouver City Hall - Aspen Room - 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/video/vancouver-city-council-04-27-26-2026041021/

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, Councilmember Hansen, Mayor McEnerny-Ogle*

Absent: *None*

Approval of Minutes

Minutes - April 13, 2026

Motion by Councilmember Hansen, seconded by Councilmember Fox, and Yes: 7, No: 0, Abstaining: 0, to approve the Meeting Minutes of April 13, 2026.

Proclamations

Volunteer Month

Mayor McEnerny-Ogle read and presented a proclamation to Sherry Braga, Volunteer Coordinator of Fort Vancouver Regional Library, and Hailey Heath, Volunteer Coordinator of City of Vancouver, proclaiming April 19-25, 2026, as Volunteer Month.

58th Anniversary of the Fair Housing Act

Mayor McEnerny-Ogle read and presented a proclamation to Justin J. Wood and Anthony Stroud, Clark County Association of Realtors, proclaiming April 2026, as the 58th Anniversary of the Fair Housing Act.

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:

- *Tabor Kelly, Vancouver*
- *Josh Harmon, Vancouver*
- *Jason Cromer, Vancouver*
- *Siobhana McEwen, 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 3 and 6 for discussion.

Motion by Councilmember Stober, seconded by Councilmember Perez, and Yes: 7, No: 0, Abstaining: 0, to approve Items 1, 2, 4, 5 and on the Consent Agenda.

Motion by Councilmember Fox, seconded by Councilmember Stober, and Yes: 7, No: 0, Abstaining: 0, to approve Item 3 on the Consent Agenda.

Motion by Mayor McEnerny-Ogle, seconded by Councilmember Paulsen, and Yes: 7, No: 0, Abstaining: 0, to approve Item 6 on the Consent Agenda.

1. Construction Acceptance — Trunk G2 Sewer Diversion Project

Staff Report: 087-26

Request: On Monday, April 27, 2026, accept the Trunk G2 Sewer Diversion Project and authorize release of bond, subject to receipt of all documentation required by law.

Sheryl Hale, Engineering Manager, sheryl.hale@cityofvancouver.us

Motion approved the request.

2. Contract Amendment — 2026 Comprehensive Water System Plan - C-101850

Staff Report: 088-26

Request: On Monday, April 27, 2026, authorize the City Manager, or designee, to finalize and execute Amendment No.1 to contract C-101897 between the City of Vancouver and West Yost. Increase the not-to-exceed amount by $61,763 to a total of $652,404 and extend the contract end date to January 31, 2027.

Nick Massey, Civil Engineer, Mehrin Selimgir, Water Engineering Manager, Nick.Massey@cityofvancouver.us, Mehrin.Selimgir@cityofvancouver.us

Motion approved the request.

3. Contract Amendment - Pacific Landscape Service - C-101400

Staff Report: 089-26

Request: On Monday, April 27th, 2026, authorize the City Manager, or designee, to execute Amendment No.4 to contract C-101400 between the City of Vancouver and Pacific Landscaping Services. Increase the not-to-exceed amount by $356,108.00 to a total of $1,192,216.00 for maintenance services at Vancouver's Waterfront Park to cover expenses for 2026.

David Perlick, Director of Parks, Recreation and Cultural Services, david.perlick@cityofvancouver.us

Motion approved the request.

4. Interlocal Agreement – MacArthur/Mill Plain Complete Streets Improvements (Heights Infrastructure Investment Project)

Staff Report: 090-26

Request: On Monday, April 27, 2026, authorize the City Manager or designee to sign an Interlocal Agreement with Clark Public Utilities for reimbursement of expenses for underground electric line relocation associated with the MacArthur/Mill Plain Complete Streets Improvements, estimated to be $580,902, which includes sales tax.

Ivar Christensen, Senior Civil Engineer, ivar.christensen@cityofvancouver.us

Motion approved the request.

5. Resolution Amending the City's 2025-2026 Financial Policies

A RESOLUTION amending the City of Vancouver's Financial Policies.

Staff Report: 091-26

Request: On Monday, April 27, 2026, approve the resolution amending the City's Financial Policies.

Lisa Brandl, Deputy City Manager, lisa.brandl@cityofvancouver.us

Motion adopted Resolution M-4379 to approve the request.

6. Fort Vancouver Regional Library Board Appointment

Request: On Monday, April 27, 2026, appoint Jaynee Cavaness to a mid-Term on the Fort Vancouver Regional Library Board, with a term beginning immediately, and expiring December 31, 2031.

Subcommittee 1

Motion approved the request.

Councilmember Stober noted that the staff report and memo mentioned both Council Committee 1 and Council Committee 2 made the selection for the board appointment. Corrections were made to show that Council Committee 1 made the selection.

7. Approval of the Claim Vouchers

Request: Approve claim vouchers for April 27, 2026.

Motion approved claim vouchers in the amount of $19,623,800.

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.

8. Right-of-Way Telecommunications Franchise Ordinance Agreement for Fatbeam, LLC, a Washington Limited Liability Company

AN ORDINANCE relating to management of the public rights-of-way, granting to Fatbeam, LLC and its affiliates ("Grantee"), a Washington LLC (collectively "Parties"), a non-exclusive and revocable Franchise to install, operate and maintain a telecommunication system in, on, over, upon, along, and across Public Ways of the City of Vancouver, Washington ("City"), establishing certain rights, duties, terms, and conditions with respect to the Franchise; and setting an effective date and conditions. Grantee and City are sometimes collectively referred to as the "Parties."

Staff Report: 065-26

Request: On Monday, April 27, 2026, upon second reading and a public hearing, finalize and approve the ordinance.

Aaron Lande, Assistant City Manager, Cary Driskell, Assistant City Attorney, aaron.lande@cityofvancouver.us, cary.driskell@cityofvancouver.us

Aaron Lande, Assistant City Manager, Cary Driskell, Assistant City Attorney, provided an overview of the Right-of-Way Telecommunications Franchise Ordinance Agreement for Fatbeam, LLC, a Washington Limited Liability Company.

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 Stober, seconded by Councilmember Harless, and Yes: 7, No: 0, Abstaining: 0, to approve Ordinance M-4531.

Communications

A. From the Council

B. From the Mayor

Council Assignment to C-Tran Board of Directors

Mayor McEnerny-Ogle explained that the C-TRAN Board would now allow four Councilmembers from the City of Vancouver. The Council agreed to add Councilmember Harless to the C-TRAN Board and to add Councilmember Stober as the Alternate.

Motion by Councilmember Paulsen, seconded by Councilmember Hansen, and Yes: 7, No: 0, Abstaining: 0, to approve Councilmember Harless as the fourth C-TRAN Board Member and Councilmember Stober as the Alternate to the Board.

C. From the City Manager

Homeless Situation Report

Jamie Spinelli, Homeless Response Manager, discussed the Homeless Situation Report.

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:

- Daniel Woods, Vancouver

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

Adjournment

7:49 p.m.

_____

Anne McEnerny-Ogle, Mayor

Attest:

_____

Lisa Brandl, 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: Ben McCarty
To: City Council
Subject: Written testimony for April 27
Date: Monday, April 27, 2026 10:10:25 AM

You don't often get email from [redacted]. Learn why this is important

To the City Council,

My name is Ben McCarty, the Vice President of the Northwest Neighborhood Association and I live at [redacted] in Vancouver. I'm writing on my own behalf to encourage you to place the Northwest Neighborhood entirely within the Low Scale Neighborhood designation.

The Environmental Impact Statement for the City of Vancouver's proposed comprehensive plan update stands on two pillars: "anticipated changes under the action alternatives would occur incrementally" and "property owners decide if and when changes occur."

These two assurances are used to handwave away concern ranging from redeveloping historically designated properties with maximum infill (p. 104), the environmental impact of max densification in environmentally sensitive areas (P. 93), max densification having a negative impact by allowing investment corporations to bid against first-time homeowners or prey or senior citizens to put pressure on them to redevelop their property (Page 234) or the possibility of max infill overwhelming infrastructure and causing significant impacts on utilities and emergency services (P. 162).

The Environmental Impact Statement for the proposed comprehensive update states that "intense development is focused in specific areas like urban centers and corridors."

While I would love to see a thorough analysis of the impact 75-foot buildings would have on wildlife, green spaces and more in the EIS, I'll leave those efforts to environmental organizations and land use attorneys tackling individual projects in the future. However, when the misnamed "Medium Scale" is applied to previously low density areas we're no longer looking at simple increased densification as intended by the new state requirements, we're looking at "intense development" and ensuing intense impacts on the environment, on infrastructure, and in the ability of the public and wildlife to access critical green spaces that are now walled off behind wood, concrete and glass. The city handwaves these concerns away by saying all changes would be "incremental." But the pace of change is something beyond the City's control

We see this with the current environment. The city saw less than 50% of it's housing target constructed this year – not because of lack of effort, incentive or land, but because of external forces like the economy, tariffs, and materials and labor costs. External forces don't just disappear because the city projects impacts will be "incremental"

In the Preferred alternative, the city projects that its designated zones will yield 44,000 housing units over the life of the plan. The city's target is 38,000. Moving the Northwest Neighborhood entirely into Low Scale would have next to no impact on the city's goals. Instead of embracing the use of potentially destructive Medium Scale zoning in neighborhoods such as Northwest that cannot logistically handle growth at that level, I would encourage you go embrace smart growth and the true "middle housing" intended by the legislature and return the Northwest Neighborhood to the Low Scale Neighborhood designation.

I've seen mixed messages from the city on why the neighborhood was placed partly in Medium Scale. On one hand, any compromises to the medium scale zoning have been rejected

because “they would be too restrictive to what developers could do.” And I’ve been told that the neighborhood had to be included in medium scale due to equity concerns and because “developers do not take down new 1.5-million-dollar homes to make multi-family housing they take down older homes” – homes where the residents don’t have the wealth or resources to fight back.

On the other hand, I’m told intense development “Probably won’t happen” in our neighborhood anyway.

If that is true, then moving the neighborhood back to Low Scale would have no practical impact on the city’s projected yields or targets. However, if the goal is to encourage private equity, and mega development corporations to bid for land and homes against first time homebuyers and senior citizens for property and cut out the “middle” of middle housing, then leave the plan as is.

I want to see increased growth and more density in my Neighborhood - we absolutely need it - but I also want to see it done in a smart way that is both pro-people, pro-housing accessibility and pro-upward mobility.

I would encourage you to choose people over private capital, senior citizens over sovereign wealth funds, middle housing over the mega rich, and smart *development* over wealthy *developers* and place the Northwest Neighborhood entirely back in the Low Scale Neighborhood designation.

Thank you for your time and your consideration.

Sincerely,

Ben McCarty

From: Monica Zazueta
To: City Council
Subject: Comprehensive Plan Letter of Support
Date: Saturday, April 25, 2026 12:09:29 AM

Dear members of the City Council,

I'm writing to you because I care deeply about what we are doing as a city. For the last couple of years, many of us have put in the work to make sure that people of color in our community aren't just "consulted" on this Comprehensive Plan, but are actually at the heart of it, especially as we work to heal the damage of past injustices.

We need you to approve this plan. I know some people are pushing back because they're afraid of change or "infill," but we can't let that stop us from getting truly affordable housing. Life is all about change, and the truth is, if the system isn't working for all of us, then it isn't working. If we want a city where the people who work here can afford to live here, we have to be brave enough to build that reality.

I'm asking you to transform our economic system into a model that is both ecologically safe and socially just. By staying within the means of our living planet, we can meet the needs of all people today without compromising the ability of future generations to meet their own.

Let's start by changing our language. Let's stop treating "economic growth" as the only measure of success. Let's change that goal to thriving in balance with our natural systems. And let's stop saying "affordable housing" and start committing to truly affordable housing. We need to move past the idea that "affordable" is just a percentage of some median income that doesn't match our reality. We need housing that actually fits the real life survival budget of a family in our city, not some outdated federal number from the 60's.

I want to see a city that can actually breathe. I'm talking about "rewilding" our neighborhoods, trading in those manicured lawns for food forests and places where pollinators can thrive. We shouldn't just "prioritize" pesticide-free zone, we need to get rid of these toxins completely. We have to do this for the health of our soil and for our children.

I also want us to rethink how we make a living. Why are we still stuck in this "boss and worker bee" model? Let's support shared ownership businesses, where everyone who helps create the value gets a fair share. And let's set up a "Bioregional Finance Facility" so people who want to put their money back into our local land and ecology actually have a way to do it.

Please look at the models that are already working, like social housing in Vienna or the community projects in Amsterdam. We don't have to reinvent the wheel, we just have to be willing to turn it.

Please, don't just "encourage" these changes. Support them. Fund them. Require them. Let's build a city that doesn't just grow, but heals.

This comprehensive plan will help us take the necessary steps to become a more equitable, more livable, more just city. I'm urging you to pass the plan.

Thank you.

The future is not planned, it's seeded.

Monica Zazueta Tabor
[redacted]

The videos below enriched my life. I see the world from a wider lens. I really hope you choose to watch them.

1.
Doughnut Economics 7 Ways to Think Like a 21st Century Economist by Kate Raworth, 29 minute video

https://youtu.be/qwyzsAWRMcw?si=Hut8czYBLqAjOBpb

2.
The Superorganism Explained in 7 Minutes
The Great Simplification

https://youtu.be/h5VWZm7ESfk?si=PCvre3pYNXCFhhGX

From: emily@iccbusiness.org
To: McEnerny-Ogle, Anne; City Council; Planning Commission; Pluckhahn, Lon
Subject: ICC Comment Letter Vancouver Comp Plan
Date: Friday, April 24, 2026 2:38:26 PM
Attachments: image001.png
ICC Comment Letter Vancouver Comp Plan 042426.pdf

> Some people who received this message don't often get email from [redacted]. Learn why this is important

Hello,

On behalf of ICC Chair Josie Hyde and ICC President Ron Arp, please accept the attached letter regarding the City of Vancouver's Comprehensive Plan Update.

Thank you,

Emily Graham, *Project Assistant*

Identity Clark County

[redacted]



IDENTITY CLARK COUNTY

Business Leaders Building Community

April 24, 2026

Mayor Anne McEnerny-Ogle
Vancouver City Council
City of Vancouver Planning Commission
Vancouver City Manager Lon Pluckhahn

Dear Leaders:

On behalf of the business leaders group Identity Clark County, we are offering comments as you deliberate growth management and city zoning code.

For three years, we have been meeting with your staff regarding updating the Comprehensive Growth Management Plan and City Development Code. We appreciate the spirit of collaboration with which these plans have been developed, especially Rebecca Kennedy with whom we have engaged for a dozen meetings in collaboration with the Greater Vancouver Chamber.

Developing a 20-year growth management plan for our evolving community would be challenging in itself. However, your efforts must adapt to new state laws particularly surrounding housing density and distribution. You also wisely utilized this cycle to update and streamline the city's comprehensive plan and zoning code.

We are supportive of the resulting plan and code updates and view them as a suitable blueprint for development in the city. With that said, we urge a spirit of flexibility and adaptability as we turn the corner toward implementation.

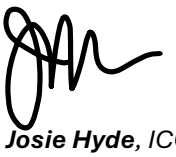
For a decade following the Great Recession, we have enjoyed favorable conditions that supported growth in the City of Vancouver. However, interest rates, inflation, tax policy, and general societal and economic conditions have caused necessary private investment to become more cautious and selective in pursuing projects in our region. Development can no longer be considered a certainty. City development policy cannot change those conditions but it can be a tool to help bring to market those projects that pencil. Delivering projects ranging from residential in-fill to multi-family or commercial/industrial developments will require a new level of public and private sector cooperation and a sense of urgency.

We also appreciate city leaders' commitment to the creation of 43,000 jobs in addition to 38,000 housing units. Job generation represents the economic engine necessary to power our economy, government and community. A commitment to generating local jobs is one of the most important steps we can take to reduce vehicle miles, stimulate local business generation and strengthen the social fabric of our community.

We also appreciate the recognition that generating housing especially in the lower and workforce income bands will challenge conventional thinking regarding public sector participation.

We look forward to working with city leaders as planning concludes and everyone's attention shifts to the challenging work of delivering projects as projected in these plans.

Sincerely,



***Josie Hyde**, ICC Chair*
Division President, WFG National Title



***Ron Arp**, ICC President*

From: Dollar, Sarah
To: Our Vancouver 2045; Dollar, Sarah
Subject: FW: Vancouver 2045 Comments
Date: Tuesday, April 21, 2026 5:23:03 PM

Testimony 4/27

Sarah Dollar | Executive Assistant to the City Council
Pronouns: She/Her/Hers
CITY OF VANCOUVER, WASHINGTON
City Manager's Office (CMO)
Primary (Cell): 360-624-2949 | **Desk:** 360-487-8641
www.cityofvancouver.us

From: Sharon R <[redacted]>
Sent: Friday, April 17, 2026 3:00 PM
To: City Council <Council@cityofvancouver.us>; Planning Commission <PlanningCommission@cityofvancouver.us>
Subject: Vancouver 2045 Comments

> You don't often get email from [redacted]. Learn why this is important

Dear City Council and Planning Commission,

Please include my following written comments as public testimony.

Canopy cover is an important measure of the health of our community. Urban trees provide numerous ecological, economic, and social benefits, including neighborhood livability, and improved public health outcomes. Maintaining our urban canopy is a cooperative effort between property owners, developers, neighbors, and the City.

To reduce climate impact exposure in our neighborhoods and support climate resilient development, I urge the City of Vancouver **adapt a tree protection code for developers.** I live in the Hough neighborhood among 100 year old homes. Hough is a historic neighborhood with many heritage and 100-year old trees. It is a mix of duplexes and single family homes ranging from low income to million dollar homes. As the neighborhood grows and changes, there are several abandoned or foreclosed homes. I understand the need to build units to sustain a low scale neighborhood, but developers are simply **clear-cutting** lots with no regard to the valuable urban tree canopy.

I urge the city of Vancouver to adapt a tree protection code to implement the goals and policies of Vancouver's Comprehensive Plan, especially those in the Environment Element dealing with protection of the urban canopy while balancing other citywide priorities including housing production.

- Preserve and enhance the City's physical and aesthetic character by preventing untimely and indiscriminate removal or destruction of trees

- Facilitate tree protection efforts for development standards, and promote site planning and horticultural practices that are consistent with the reasonable use of

property

- Protect trees by not allowing tree removal except in hazardous situations, to prevent premature loss of trees so their retention may be considered during the development review and approval process

I urge the City of Vancouver to follow the City of Seattle's commitment to protecting valuable urban canopy. Refer to Seattle's Tree Protection Code, Seattle Municipal Code (SMC) **25.11**, limits the number, size, and type of trees that may be removed from private property. These regulations help protect our urban canopy.

Thank you,

Sharon Rickman

[redacted]

Vancouver, WA 98660

From: Dollar, Sarah
To: Dollar, Sarah; Our Vancouver 2045
Subject: FW: No Title
Date: Thursday, April 16, 2026 7:01:35 AM

Testimony – 4/27

Sarah Dollar | Executive Assistant to the City Council
Pronouns: She/Her/Hers
CITY OF VANCOUVER, WASHINGTON
City Manager's Office (CMO)
Primary (Cell): 360-624-2949 | **Desk:** 360-487-8641
www.cityofvancouver.us

From: Paul Gardner <[redacted]>
Sent: Tuesday, April 14, 2026 2:02 PM
To: City Council <council@cityofvancouver.us>; Planning Commission <planningcommission@cityofvancouver.us>
Subject: No Title

> You don't often get email from [redacted]. Learn why this is important

Dear City Council,

I am writing again regarding the Vancouver Comprehensive Plan Draft Preferred Alternative and its impact on the Dubois Park Neighborhood. I previously raised this concern in December but did not receive a response. With upcoming council discussions, I want to ensure this issue is clearly seen and considered before decisions move forward.

A specific group of lots—those west of Devine Road and just south of MacArthur Boulevard—has been designated Medium Scale Neighborhood (up to 5 stories / 75 feet), while the rest of Dubois Park remains Low Scale Neighborhood (up to 3 stories / 45 feet). This inconsistency is not minor—it fundamentally alters the character and future of this neighborhood.

As currently proposed, Dubois Park could effectively be surrounded by 5-story, 75-foot multi-family buildings. This is not a theoretical concern. It directly translates to increased congestion, parking pressure, safety issues, and real impacts on property values for existing residents.

I ask you to look closely at the map and consider the lived reality: a homeowner on Santa Fe Drive facing a 5-story structure across the street. This is a significant and permanent change to light, privacy, and neighborhood scale—one that is not being applied evenly across Dubois Park.

This concern is compounded by the fact that the area east of Santa Fe Drive is already facing major impacts from the Heights Redevelopment project. The current zoning proposal adds a second layer of intensity on the same area, creating a disproportionate burden on a small portion of the neighborhood.

My request remains straightforward and reasonable: align the zoning of the lots west of Devine Road and south of MacArthur Boulevard with the rest of Dubois Park by designating them as Low Scale Neighborhood.

This is a small, targeted adjustment that preserves consistency, fairness, and the intended character of the neighborhood—without undermining the broader goals of the Comprehensive Plan.

I respectfully ask that this issue be acknowledged and addressed as part of the current review process. I would also appreciate confirmation that this concern has been received and considered.

Thank you for your time and attention.

Sincerely,
Paul Gardner
[redacted]
Vancouver, WA 98661

Schwabe

March 31, 2026

Stephen W. Horenstein
Admitted in Washington and Oregon
[redacted]

VIA E-MAIL

Mark Person & Rebecca Kennedy
City of Vancouver
415 W. 6th St.
Vancouver, WA 98660
Email: mark.person@cityofvancouver.us;
rebecca.kennedy@cityofvancouver.us

RE: Proposed Zoning Code Issues

Dear Mark and Rebecca:

At Rebecca's request we are reaching out to Mark on behalf of the Southcliff Neighborhood regarding potential impacts of applying the middle housing zoning code to current subdivisions and lots zoned for single-family homes.

I would like to have a meeting with Mark to discuss issues with the new code language that result in not providing the protection necessary for such single-family residences. It is becoming more and more clear that the City desires to do what it can to eliminate single family homes wherever possible in favor of multifamily development. That is not what my client or others in the community want. And, it is not what the market or the law calls for.

It appears that proposed code provision 165.020(3) provides a limited exemption for single-family residences from being developed for middle housing. It states as follows:

> **3. Lots developed or approved before June 30, 2026, in the Medium-Scale Neighborhood (MS) district where there are six (6) or fewer existing dwelling units that are demolished and will be developed with the same number of dwelling units or more within one (1) year of demolition**.

We believe this language does not go far enough to truly protect such single-family residences as Rebecca and Brian have repeatedly assured me would happen. Specifically:

1. If we are protecting these residences from becoming nonconforming uses, why include a one-year deadline? Our request is that there be no time limit included in this section. For example, insurance claims for a fire or other casualty often take longer than one year to resolve. (The Pacific Palisades Fire in Los Angeles occurred in January 2025, and many of those homeowners are still dealing with insurance claims in order to rebuild.) (I am aware of an incident where one home that burned in McLoughlin Heights in recent years that took much longer than a year to resolve insurance issues before the funds existed to rebuild.) Are we truly interested in protecting exiting homeowners' residences rather than potentially forcing them to comply with

middle housing requirements? My client clearly believes more strongly than ever that staff is interested in the latter. The homeowners are not.

2. This code language can create what I hope staff will see as an unintended consequence. If, for insurance or other reasons, the one-year time frame is exceeded, it will be the case that in Southcliff and other neighborhoods, nothing can be built on the property. The reason for this is that Southcliff and many other subdivisions have a "one single family dwelling unit per lot" limitation in their CC&Rs. This would preclude building a single-family residence if, for some reason beyond the control of the owner of the single-family lot, the one-year requirement is not met. And, the CC&R covenant will preclude building anything more dense. Rebecca has agreed with us that the covenant I describe does supersede a local zoning code as a matter of law.

3. What does the language "developed within one (1) year of demolition" mean? Filing for a building permit? Receipt of a building permit? Commencement of construction on a new home? Completion of construction of a new home?

4. What development codes will apply to developing a new home?

5. Is a homeowner required to build a dwelling within the same footprint of the prior home? We assume not.

This code language needs more work. A good place to start is removing the one-year requirement.

We have long maintained that the City's approach to accommodating new growth in this planning cycle may solve a math problem but is not truly providing the opportunity for new housing. The City is attempting to solve a math problem by imposing middle housing zones over many single-family neighborhoods and then counting the dwelling units this will create. Although this perhaps "adds up" to the number of dwelling units Clark County is requiring of Vancouver in this GMA planning process, doing so:

A. Goes far beyond the requirements of the 1110 legislation.

B. Is not what homeowners including those in Southcliff or other neighborhoods with single-family dwellings want for their neighborhoods.

C. Will not, as practical matter, create the number of housing units being planned for. Neighborhoods are not going to develop as proposed – even over time as Rebecca often suggests. We need housing now – not over a long period of time where we depend on single family neighborhoods to redevelop into multi family projects.

D. Is forcing something on the community that can otherwise be handled by better utilization and perhaps some expansion of the urban growth boundary.

E. Will reduce the value of existing single family residences and correspondingly reduce tax revenue to the City of Vancouver.

Please let me know when you might be available for a discussion.

Best regards,

SCHWABE, WILLIAMSON & WYATT, P.C.



Stephen W. Horenstein

SWH:cjh

From:	Justin Wood
To:	McEnerny-Ogle, Anne; Perez, Diana; Hansen, Bart; Stober, Ty; Fox, Sarah; Paulsen, Erik; Harless, Kim
Cc:	City Council; Dollar, Sarah
Subject:	Title 20 Code Update Letter of Comment- Clark County Association of REALTORS®
Date:	Friday, April 24, 2026 11:25:01 AM
Attachments:	image001.png image003.png image004.png image005.png image006.png image007.png image008.png CCAR COV Council Title 20 Letter of Comment 4.24.2026.pdf

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Good Morning, Mayor McEnerny-Ogle, Mayor Pro-Tem Fox, and Councilors Paulsen, Hansen, Harless, Stober, and Perez

Please accept this letter of comment on behalf of our association. We ask this council to consider minor modifications to the Title 20 code update to better reflect market demand and enhance housing production. Our association is comprised of over 1,900 real estate professionals, including REALTORS®, lenders, engineers, developers, contractors, and others who operate their business and support the housing market here locally.

As you move towards final adoption of the city's comprehensive plan, slated for June 1st , We are available as a resource to help you make these important decisions for our community. Thank you.

Best Regards,

Justin T. Wood

AHWD,

Government Affairs Director

[redacted]

1514 Broadway, Ste 102, Vancouver WA 98663

Clark County Association of REALTORS®

Vancouver City Council
415 West 6th St.
Vancouver, WA 98660



Dear Mayor McEnerny-Ogle, Mayor Pro-Tem Fox, and Councilors Paulsen, Hansen, Harless, Stober, and Perez:

Vancouver has consistently been ranked as one of the most livable and desirable communities in the United States. Recently, Vancouver was ranked 14th out of 100 small to mid-sized cities for livability nationwide and *#1 among cities in the Pacific Northwest*.

Our association commends city volunteers, staff, citizens, and the council for putting in the effort to enhance our community through the comprehensive plan update and changes to Title 20 within the city's code. Much of this work supports the city's goal of a more equitable, affordable, and prosperous community through 2045. Housing and more broadly, neighborhoods define a city's character and function. Our members are experts in housing markets and demand here locally, and across the metro region. Based on that expertise, we would like to share concerns and ask this body to consider minor adjustments that have come to our attention within the city's proposed updates to Title 20.

Market Demand & Detached Housing

Unequivocally, the vast majority of home buyers prefer to purchase detached housing types. This is made clear by a variety of surveys and studies, both within Washington State and nationwide. Historically, home buyers have chosen markets where detached housing is more affordable and available, especially among larger or multi-generational households. The 5,000 sq ft lot maximum lot for new development outlined in Title 20 will push homebuyers into other markets. Home buyers may choose other local markets that may provide bigger yards, off-street or garage parking, greater space between neighbors, and in some communities, a lower tax burden. In the future, home buyers may want to be in Vancouver, but simply can't find the product that fits their needs at a price point they can afford.

Our association appreciates the need for both attached and detached housing types, but we must ensure Title 20 allows the development community to foster an ample supply of attached *and* detached owner-occupied housing to fit market demand. Over 30% of the

growth the county will see in the next 20 years will come from folks earning at or above 120% of area median income, according to the county's growth allocation work in response to the passage of House Bill 1220. The city should consider minor modifications to Title 20 to accommodate this income group's market demand, while still being able to provide housing for middle and low income folks and preserve the city's density and land use goals.

If this code goes into effect, existing home values, especially homes on larger legacy lots will skyrocket. It may create incentives working against middle housing, where high-income earners are competing for dwindling product (homes on larger legacy lots), negatively impacting redevelopment and infill housing. This is clearly displayed in some jurisdictions where the value of the home and larger legacy lot is greater in the marketplace than the whole process of redevelopment, especially given current interest rates, the cost of construction, and the lack of economies of scale on smaller infill lots. Providing an exemption from some code requirements may alleviate this market pressure. In agreement with a variety of members within our association and the broader local development community, *we recommend waiving or lowering minimum density requirements and providing lot dimension flexibility for small parcels in the low and medium-scale zones (under 0.5 acres).* This will provide greater gentle density for neighborhoods and better recognize market demand in these zones.

Housing Production

One size does not fit all, particularly for infill on irregular parcels. Many lots are constrained by circulation, setbacks, critical areas, topography, and lot shape.

Waiting for the "highest and best" use through blanket upzoning may indeed worsen our housing crisis and compound the problem. High-density projects often do not get built quickly, or they convert late in the cycle, which delays supply when it is most needed. The economics of high-rise and podium construction—higher financing costs, higher per-unit construction costs, and the need for expensive ground-floor commercial build-outs—make those projects less likely to deliver affordable and attainable units. Density alone does not equal affordability; recent projects show per-door prices that are far from the attainable requirements outlined in House Bill 1220. A recent middle housing-owner occupied project off Broadway Street in Uptown Vancouver wouldn't have met the minimum density requirements under the new code. Please consider flexibility in minimum density requirements and strategic annexation or expansion of the urban growth area, as this body adopts Title 20 and the city moves through the twenty-year comprehensive plan cycle.

Vancouver City Council
415 West 6th St.
Vancouver, WA 98660

Market demand will shift as existing home prices rise and new construction increasingly targets renters and higher earners. Current land-use choices, escalating regulatory requirements, and a growing tax burden are a cause for concern for renters, home buyers, businesses, housing providers, and the development community here in Vancouver.

Tree Preservation and Landscaping Requirements- Impact on Feasibility & Affordability VMC 20.450.006

The benefits of our mature trees, vegetation, tree canopy, and open spaces are real. However, to deliver the density and urban growth that the city hopes to foster, modifications may be needed within this section of the code.

- *General Requirements: "Enhanced mitigation costs of one and a half (1.5) times the regular mitigation costs are required to be paid to the City Tree Account based on the largest tree units of existing non-exempt trees permitted to be removed below the thirty-three (33%) percent preservation threshold."* Consider lowering the 33% threshold and/or use an average size of tree units of existing non-exempt trees.

- *Exemptions to Standards: "Removal of trees on parcels of less than one acre in size shall be limited in proportion to six (6) trees per acre (i.e., on a half (1/2) acre parcel can remove three (3) trees).*" Consider increasing the exemption for the number of tree removals for parcels at or under 0.5 acre.

- *Preservation of Existing Trees and Vegetation: "When there are feasible and prudent location alternatives on site for proposed building structures or other site improvements, existing native vegetation and trees are to be preserved, even if the minimum tree density and minimum tree canopy percentage is exceeded. This may require site redesign including but not limited to: redesign of streets, sidewalks, stormwater facilities, utilities; changing the shape and size of the parking lot; reducing or limiting proposed site grading; construction of buildings on pier foundations, and changing the location or reducing the number of buildings or building lots as long as the project is within the allowed density range."* Mandating location alternatives or mitigation when the preservation requirement has already been exceeded seems onerous and raises another impediment to feasibility, affordability, and housing production.

Vancouver City Council
415 West 6th St.
Vancouver, WA 98660

Requested actions

- Reconsider density minimums in the low and medium scale zones on parcels under 0.5 acres and pursue flexible and targeted tools that preserve projected density while enabling feasible infill on constrained lots.
- Remove or relax the ground-floor commercial ceiling height requirements in certain zones and overlays, and other mandates that increase construction cost without guaranteeing long-term commercial viability. With this commercial viability issue, especially ground floor retail, the legislature is moving in the opposite direction of the city with the passage of Senate Bill 6026.
- Reassess the 5,000 sq ft lot cap and other limits that make Vancouver less competitive with neighboring jurisdictions for owner-occupied housing.
- Reduce requirements or provide flexibility within VMC 20.450.006- Landscaping and Tree Preservation. Consider the impact this code will have on feasibility, affordability, and the number of units delivered, especially where urban growth is supposed to occur according to GMA- within cities.

Thank you for your attention to these concerns. Our association appreciates all the work the city has done to balance growth, affordability, and livability, and we urge you to adopt practical, flexible policies that produce housing now while preserving long-term planning goals for the future. Our association and its 1,900+ members are available to discuss these points further or provide examples from specific parcels and projects in the city.

Sincerely,

Justin Wood

Government Affairs Director,
Clark County Association of REALTORS®

From: Dollar, Sarah
To: Our Vancouver 2045; Dollar, Sarah
Subject: FW: Submission: Contact City Council
Date: Monday, April 27, 2026 11:59:35 AM
Attachments: Cooling_Equity_Affordable_Housing_Vancouver_Policy_Brief.pdf

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4/27 Testimony

Sarah Dollar | Executive Assistant to the City Council
Pronouns: She/Her/Hers
CITY OF VANCOUVER, WASHINGTON
City Manager's Office (CMO)
Primary (Cell): 360-624-2949 | **Desk:** 360-487-8641
www.cityofvancouver.us

From: City of Vancouver, WA <noreply@cityofvancouver.us>
Sent: Thursday, April 23, 2026 10:33 PM
To: City Council <council@cityofvancouver.us>
Subject: Submission: Contact City Council

Contact the City Council

Name
Savannah Durkin
Email
[redacted]
Address
Vancouver, WA United States Map It
Subject
Share an Opinion of a City project or Initiative
Choose Recipient
All the Council
Message
Dear Mayor and City Council Members, I am resubmitting my policy brief regarding cooling equity in affordable housing, which addresses extreme heat risk in Vancouver's urban heat islands.

Please use this updated version for the official public record for the 04/27/2026 City Council meeting and disregard the previously submitted version. If additional time is needed for review, I kindly ask that it be included in the public record for the following City Council meeting on May 4, 2026.

I am submitting this document for your review and request that it be included as my written testimony in lieu of speaking during the meeting.

I am happy to answer any questions via email or provide any additional information if needed.

Thank you for your time and service to the Vancouver community.

Best regards,

Savannah Durkin
Leadership Clark County, Class of 2026

File

- Cooling_Equity_Affordable_Housing_Vancouver_Policy_Brief.pdf

Policy Brief

Cooling Equity in Affordable Housing: Addressing Extreme Heat Risk in Vancouver's Urban Heat Islands

Prepared for: City of Vancouver
Prepared by: Savannah Durkin, MS, Applied Anthropology
Date: April 22, 2026
Developed through Leadership Clark County 2026

Executive Summary

Extreme heat events are becoming more frequent and severe, posing growing risks to public health and safety (Centers for Disease Control and Prevention, 2023; U.S. Environmental Protection Agency, 2024). These impacts are not evenly distributed across communities; residents living in urban heat islands and households without access to adequate cooling infrastructure face disproportionately high risks of heat-related illness (Clark County Public Health, 2024b; U.S. Environmental Protection Agency, 2023).

In Vancouver, the Fourth Plain corridor has been identified as a documented urban heat island through Clark County's Heat Watch mapping project (Clark County Public Health, 2024a). Many residents in this area live in affordable housing without air conditioning or cooling-ready infrastructure (Clark County Public Health, 2024a). Because many households are renters, residents often lack the ability to install cooling systems independently (Clark County Public Health, 2024a). As extreme heat events become more common (U.S. Environmental Protection Agency, 2024), this gap in housing infrastructure presents a growing public health and environmental justice concern.

This policy brief recommends that the City of Vancouver adopt a cooling equity approach to climate and housing policy by requiring cooling-ready infrastructure and installed air conditioning in new affordable housing developments capable of maintaining safe indoor temperatures during extreme heat events (e.g., 100°F+ conditions), while also developing a phased retrofit strategy for existing city-supported affordable housing in these high-risk areas.

Cooling-ready infrastructure refers to housing with the electrical capacity, wiring, ventilation, and physical provisions necessary to safely support installed air conditioning systems during extreme heat events.

These recommendations align with broader emergency management goals by prioritizing life safety and risk reduction before extreme heat events occur, while also reducing strain on emergency response systems during heat-related incidents.

The Problem: Extreme Heat Is a Growing Public Health Risk

Extreme heat is one of the leading weather-related causes of illness and death in the United States (U.S. Environmental Protection Agency, 2024). Lack of access to air conditioning is one of the strongest risk factors for heat-related illness during extreme heat events (Centers for Disease Control and Prevention, 2023).

Urban heat islands occur in areas with extensive pavement, dense development, and limited tree canopy. These conditions cause neighborhoods to retain more heat than surrounding areas (U.S. Environmental Protection Agency, 2023).

Clark County's Heat Watch mapping project documented significant variation in temperatures across neighborhoods. The study found that the Fourth Plain corridor in Vancouver, Washington experienced some of the hottest afternoon temperatures recorded during the study period (Clark County Public Health, 2024a).

The Fourth Plain corridor is one of Vancouver's most diverse and economically vulnerable areas and is home to a large multicultural community, including many Latino and immigrant households (City of Vancouver, 2023). People living in urban heat islands or without access to air conditioning face significantly higher risks of heat-related illness (Clark County Public Health, 2024b).

While cooling centers and emergency response programs are important, they do not replace the need for safe indoor temperatures in people's homes.

Community Vulnerability in the Fourth Plain Corridor

The Fourth Plain corridor is one of Vancouver's most diverse and economically vulnerable areas. Data from the City of Vancouver's Fourth Plain Forward initiative highlights several factors that increase vulnerability during extreme heat events (City of Vancouver, 2022b):

- 69% of residents are renters (48% citywide)
- 17% of families live below the poverty line (8% citywide)
- 34% of residents speak a language other than English at home (20% citywide)
- 21% of residents rely on public transportation (3% citywide)
- 46% of residents live with a disability (38% citywide)

These overlapping social and environmental conditions increase the risk of heat-related illness for residents living in affordable housing without access to cooling.

Housing Infrastructure and Cooling Capacity

Many affordable housing developments rely on passive cooling strategies or heat pump systems. While these systems may provide moderate cooling under normal conditions, they may not maintain safe indoor temperatures during extreme heat events, particularly in buildings without sufficient cooling capacity (Vrettos et al., 2022).

Ensuring that housing developments include reliable cooling infrastructure, such as cooling-ready systems and installed air conditioning, is therefore an important climate adaptation and public health strategy.

As climate conditions change, housing design must consider both energy efficiency and resilience to extreme heat.

Policy Recommendation

To address growing heat-related risks and housing inequities, the City of Vancouver should adopt a cooling equity policy for affordable housing developments located within documented urban heat islands.

The City of Vancouver should:

- Require that new city-funded and city-supported affordable housing developments located within documented urban heat islands include cooling-ready infrastructure and installed air conditioning systems capable of maintaining safe indoor temperatures during extreme heat events.
- Prioritize implementation in neighborhoods identified as urban heat islands through Clark County's heat mapping project, including areas along the Fourth Plain corridor.
- Develop a phased retrofit strategy to install air conditioning in existing city-supported affordable housing located within documented urban heat islands, prioritizing buildings serving seniors, people with disabilities, low-income households, and other communities disproportionately impacted by extreme heat, including multilingual, immigrant, and historically underserved residents along the Fourth Plain corridor.

Possible implementation strategies may include:

- Incorporating cooling requirements into affordable housing funding agreements.
- Integrating cooling upgrades into housing rehabilitation or preservation programs.
- Utilizing climate resilience, infrastructure, or housing funds to support cooling retrofits.

Conclusion

Extreme heat is an emerging public health challenge in Vancouver and across Clark County. Residents living in urban heat islands, particularly renters in affordable housing, face disproportionate risks when adequate cooling infrastructure is not available.

By requiring cooling-ready infrastructure and installed air conditioning in affordable housing developments located in urban heat islands, the City of Vancouver can reduce heat-related inequities and strengthen long-term community resilience. Ensuring safe indoor temperatures will become increasingly critical as extreme heat events intensify.

These recommendations align with and operationalize the City of Vancouver's Climate Action Framework, which prioritizes climate resilience for overburdened communities and supports both cooling-ready infrastructure in new affordable housing developments and air conditioning retrofits in existing housing as key adaptation strategies (City of Vancouver, 2022a).

References

Centers for Disease Control and Prevention. (2023). *Heat and health.*

https://www.cdc.gov/heat-health/index.html

Clark County Public Health. (2024a). *Heat Watch summary report: Mapping heat distribution in Clark County.* https://clark.wa.gov/sites/default/files/media/document/2025-03/heat-watch-summary-report-2024-compressed-updated3.25.pdf

Clark County Public Health. (2024b). *Results of heat mapping project show unequal distribution of heat in Clark County.* https://clark.wa.gov/public-health/results-heat-mapping-project-show-unequal-distribution-heat-clark-county

City of Vancouver. (2022a). *Climate Action Framework*.

https://www.cityofvancouver.us/wp-content/uploads/2023/08/vancouvercaf_final_121422.pdf

City of Vancouver. (2022b). *Fourth Plain Forward planning presentation to the Vancouver Planning Commission.* https://www.cityofvancouver.us/wp-content/uploads/2023/10/22-10-11-FPF-PC-Presentation_Final.pdf

U.S. Environmental Protection Agency. (2023). *Heat island effect.*

https://www.epa.gov/heatislands

U.S. Environmental Protection Agency. (2024). *Climate change indicators: Heat-related deaths.* https://www.epa.gov/climate-indicators/heat-related-deaths

Vrettos, E., et al. (2022). *Improving the passive survivability of residential buildings during extreme heat events in the Pacific Northwest.* Applied Energy, 321. https://doi.org/10.1016/j.apenergy.2022.119323

From: City of Vancouver, WA
To: City Council
Subject: Submission: Contact City Council
Date: Monday, April 13, 2026 6:37:39 PM

Contact the City Council

Name
Jeff Weaver
Email
[redacted]
Phone
[redacted]
Address
[redacted] Vancouver, WA 98663 United States Map It
Subject
Share an Opinion of a City project or Initiative
Choose Recipient
All the Council
Message
I would like you to eliminate the max service in the new I-5 replacement bridge. The cost are simply to high.

From: City of Vancouver, WA
To: City Council
Subject: Submission: Contact City Council
Date: Monday, April 13, 2026 4:51:20 PM

Contact the City Council

Name

mike yamamoto

Email

[redacted]

Address

[redacted]
Vancouver 98684
United States
Map It

Subject

Share an Opinion of a City project or Initiative

Choose Recipient

All the Council

Message

Hello. I am writing to express strong support for extending the IBR Light Rail to the original Modified Locally Preferred Alternative terminus at Library Square, and to request improvements ensuring robust multimodal connections there.

Key points:

-Support extending Light Rail to Library Square.

-Multimodal connections for IBR must be strongly linked to the transit services at Library Square. Terminating Light Rail or the Multi Use Path at the Waterfront does not provide a true multimodal connection between Portland and Vancouver.

-Under the current plan, accessing Library Square from IBR by walking or biking requires descending ~100 feet via a half-mile spiral ramp and then riding back uphill through downtown — a configuration we call “the Vancouver Dip.” This is impractical and discourages active-transport connections.

-The current plan fails to connect transit with the Multi Use Path; this omission should be corrected. We strongly request that any Light Rail connection from the Waterfront to Library Square also include the Multi Use Path to ensure continuous, multimodal linkage.

Thank you for considering these requests.
-Mike yamamoto

From: Jenny J
To: City Council; McEnerny-Ogle, Anne; Fox, Sarah; Hansen, Bart; Stober, Ty; Paulsen, Erik; Pluckhahn, Lon
Subject: Interstate Bridge Replacement
Date: Monday, April 13, 2026 5:10:42 PM

You don't often get email from [redacted] Learn why this is important

Hello Mayor Ann, City Manager and Council,

As a homeowner and longtime resident of Vancouver, I am writing to you with regard to decisions about the interstate bridge replacement and light rail.

This is a vital piece of transportation that will lead us into the future. It must be built right with a long-term vision that includes multimodal mobility and reduced climate impacts.

I encourage you to support extension of IBR Light Rail to the Preferred Alternative terminus at **Library Square.** This would enable linkages to transit connections and provide light rail access to a larger populace. While the light rail must also connect with the multiuse path and waterfront, terminating it at the waterfront lacks true transportation connections and limits access for the community due to the distance and steeper grade.

We have a unique opportunity to make our community stronger and more resilient into the future. This will provide individuals without cars or difficulty walking long distances with true connectivity and empowerment. It will help Vancouver reduce harmful particulate emissions and work towards meeting our climate goals. It makes good sense. Let’s do it right!

Jenny Jasinski
Hough Resident

Staff Report: 092-26

To: Mayor and City Council
From: City Manager
Date: May 4, 2026

Subject
Contract Award - 2026 Pavement Repairs Project - C-102267

Key Points

- The City maintains approximately 1,900 lane miles of streets in its system.
- The purpose of this contract is to repair areas of failed pavement on streets that are getting treated in the annual pavement preservation program.
- City maintenance crews do not have the capacity to do this amount of pavement repair before the annual pavement preservation program begins.

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

Present Situation
The 2026 Pavement Repairs Project is being constructed as part of the pavement management program. This project involves repairing failed pavement on streets that will receive a preservation treatment in 2026. Preservation treatments include microsurfacing, slurry sealing, chip sealing, and cape sealing. Most of the pavement on the streets selected for preservation is in fair condition and is ready for a preservation treatment. However, areas of failed pavement need to be repaired before a preservation treatment may be placed on them. This is work that is done each year to prepare the streets for preservation.

The attached vicinity map shows where streets will receive pavement repairs. Corridors include Main St, NE St Johns Rd, E. Mill Plain Blvd, NE 4th St, SE 1st St, NE 9th St, NE 18th St, NE 172nd Ave and NE 164th Ave.

This project includes parts of upper Main St, which will receive a preservation treatment under the Upper Main St – E 39th St to Burnt Bridge Creek Pathway Safety and Mobility project at a later date.

On April 14, 2026, the City received four bids for this project. The bids ranged from $951,808 to $1,142,662 dollars with one bid being non-responsive. Lakeside Industries is the lowest responsive, responsible bidder. The bids are as follows:

SUMMARY OF BIDS	
BIDDER	**AMOUNT**
Lakeside Industries, Inc. - Vancouver, WA	$951,808.00
Granite Construction Company - Vancouver,	$1,115,115.00

WA	
KNL Industries, Inc. - Canby, OR	$1,142,662.00
Karvonen Sand & Gravel, Inc. - Battle Ground, WA	non-responsive
Engineers Cost Estimate	$820,000.00

The apprenticeship goal for this project was waived pursuant to City policy due to the following conditions: the project is less than 30 calendar days or working days in duration and will render apprentice utilization infeasible at the required levels.

Advantage(s)

1. Would result in preparing the streets for the upcoming Preservation Project on arterials and within neighborhoods protecting the City's investment in its street network.
2. Would reduce higher future maintenance costs on city streets.
3. Would follow through on commitments and improve neighborhood livability.

Challenge(s)

1. Neighborhood residents, businesses and local traffic would be inconvenienced during the construction period along the corridors; however, the construction duration is short, and lane closures would be limited, which will minimize the temporary inconvenience.
2. Construction will generate noise and dust in the work areas. To mitigate for noise, the contractor would be required to comply with a noise variance for nighttime work. The contractor would also be required to implement a dust control and erosion control strategy at all locations.

Budget Impact

The project is currently funded through the Pavement Management Program $951,808. Sufficient funds are budgeted to construct the project.

Prior Council Review

None

Action Requested

On Monday, May 4, 2026, award a construction contract for the 2026 Pavement Repairs Project to the lowest responsive bidder, Lakeside Industries, Inc., of Vancouver, WA, at the bid price of $951,808, which includes Washington State Sales tax, and authorize the City Manager, or designee, to finalize and execute the contract and authorize any legal action necessary to enforce the terms of the same.

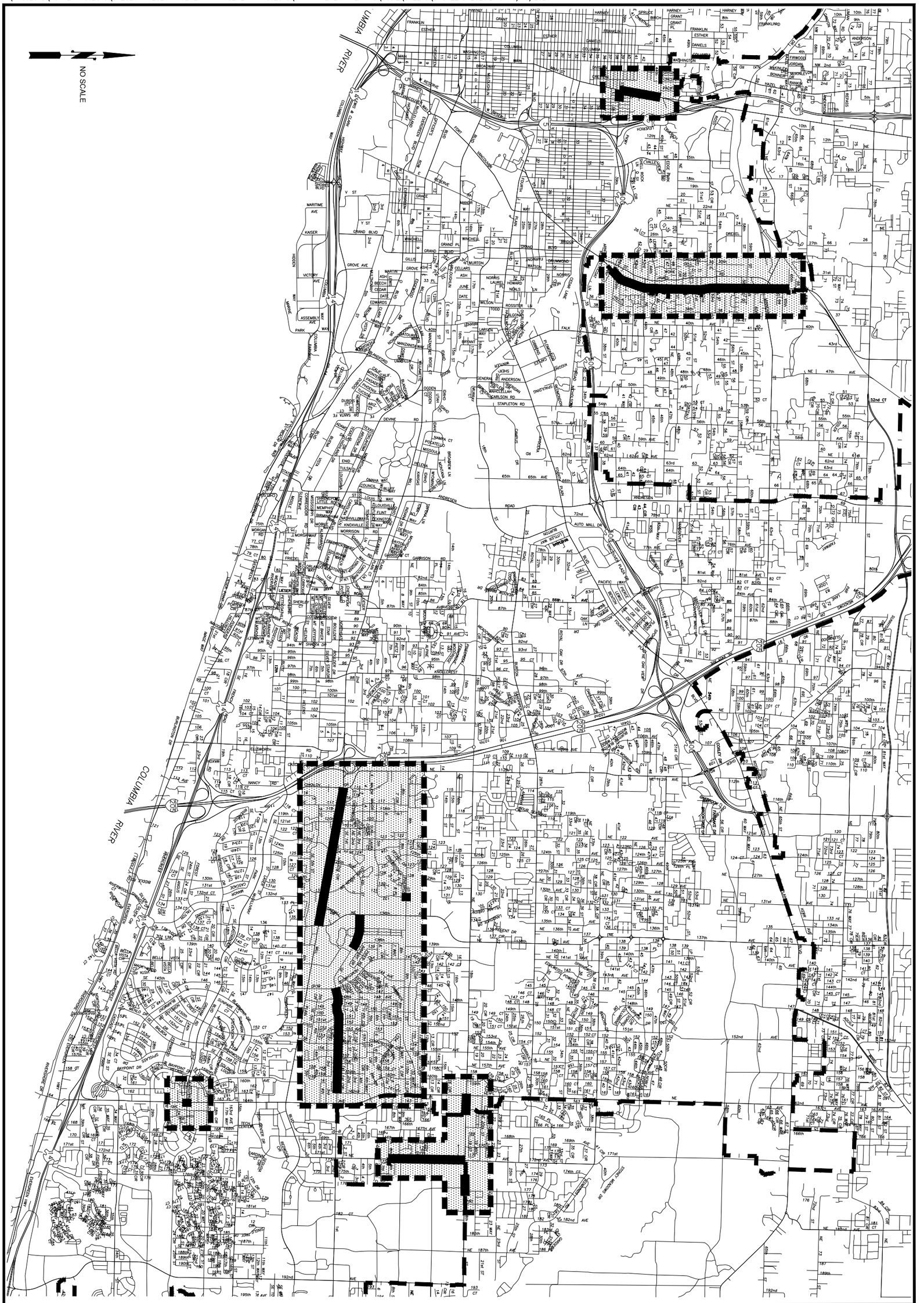
Staff Contact

Chris Sneider, Senior Civil Engineer, chris.sneider@cityofvancouver.us

Attachments:

1. Vicinity Map

2. Contract



2026 PAVEMENT REPAIRS PROJECT

SHEET	
ACTIVITY	ACT00890
JOB NUMBER	PRJ072826
City of Vancouver Public Works	

FILE NAME: G SHEETS.DWG		DATE: MARCH 2026
SCALE:		DESIGNED BY: OS
HORIZONTAL: NO SCALE		DRAWN BY: OS
VERTICAL:		CHECKED BY: CS
		APPROVED BY: RM
DATE	No.	REVISIONS

811 Know what's below. Call before you dig.

CONSTRUCTION CONTRACT # C-102267
ITB 26-17: 2026 Pavement Repairs

This Contract (hereinafter referred to as the "Contract") is entered into by and between the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington (hereinafter referred to as the "City") and Lakeside Industries, Inc., 8705 NE 117th Ave., Vancouver, WA 98662 (hereinafter referred to as the "Contractor"). The City and the Contractor may be collectively referred to herein as the "Parties" or individually as a "Party."

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

WHEREAS, Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 26-17 and all addenda thereto, Contractor's Bid to said ITB, the Project Plan Set and Special Provisions, and City Council's approval on Monday, May 4, 2026 per Staff Report No. ##-##; and

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

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

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

   This Contract provides for the improvements of streets within the City of Vancouver including pavement repairs, planing of roadways, paving of existing roads, minor utility adjustments, and temporary striping and other work, all in accordance with the Contract Provisions and the Standard Specifications, hereinafter referred to as "Work."

   The Contract Work shall be Physically Complete within 25 Working Days from the Notice to Proceed date.

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

3. **E-VERIFY PROGRAM:** Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within

sixty days after execution of this Contract. Contractor shall ensure all Contractor employees and any subcontractor(s) assigned to perform work under this Contract are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.

4. **CONTRACTOR RESPONSIBLITIES FOR SUBCONTRACTOR:** The Contractor shall include the language of this section in all tier subcontracts and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier. The Contractor shall require all subcontractors to comply with all federal, state and municipal laws, rules and regulations whatsoever.

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

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

5. **DELINQUENT STATE TAXES**: The Contractor shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.

6. **COMPENSATION AND SCHEDULE OF PAYMENTS**: In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the City, the City agrees to pay to the Contractor as prescribed in the solicitation and Contractor's Bid, and in accordance with the ordinances of the City of

Vancouver and the laws of the State of Washington, the following sum as indicated, which amount does include 8.9% Washington State Sales Tax (if applicable) $951,808.00 USD.

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

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

   The City of Vancouver may inspect all policies, and copies shall be provided to the City upon request. The Contractor shall obtain the insurance described in this section from insurers approved by the State Insurance Commissioner pursuant to RCW Title 48. The insurance must be provided by an insurer with a rating of A-: VII or higher in the A.M. Best's Key Rating Guide, which is licensed to do business in the state of Washington (or issued as a surplus line by a Washington Surplus lines broker). The City reserves the right to approve or reject the insurance provided, based on the insurer (including financial condition), terms and coverage, the Certificate of Insurance, and/or endorsements.

   The Contractor agrees to procure insurance coverage as required below:

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

COVERAGE	LIMITS OF LIABILITY
Each Claim Annual Aggregate	$1,000,000 $2000,000

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

a. City Listed as Additional Insured. The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as additional insured. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.

b. Either the Commercial General Liability or the Worker's Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well and must be indicated on the certificate.

c. Commercial General Liability insurance shall be written on coverage forms at least as broad as ISO occurrence form CG 00 01, including but not limited to liability arising from premises, operations, stop gap liability, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

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

e. Cover Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the Certificate.

f. Contractor shall ensure that each subcontractor of every tier obtains and maintains at a minimum the insurance coverages required for Commercial General Liability and Auto Liability. Upon request of the City, the Contractor shall provide evidence of such insurance.

g. The Contractor shall keep this insurance in force during the term of the Contract and for thirty (30) days after the Physical Completion date. The Contractor shall provide the City and all Additional Insured with written notice of any policy cancellation, within two business days of their receipt of such notice.

h. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, suspend work or terminate the contract.

i. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the contract and no additional payment will be made.

8. **CONTRACTOR'S BOND**: The Contractor agrees that before it undertakes performance of this Contract, it will file with the City a Performance Bond and a Payment Bond, in the forms prescribed by the City of Vancouver, in the full amount of the Contract price with a company authorized to do business in the State of Washington as a surety. The bonds shall comply with the laws of the State of Washington, especially with the provisions of Chapter 39.08 RCW.

9. **DISPUTE RESOLUTION**: In the event of a dispute between the Parties which cannot be resolved by the contract managers, the Contractor and the City shall review such dispute and may attempt to resolve the dispute. Any controversy or claim arising out of or relating to this Contract or alleged breach of this Contract that cannot be resolved by the Parties within 30 days of receipt of written notice may be submitted to mediation. If the dispute cannot be resolved through mediation, either party may initiate litigation pursuant to the governing law and venue provisions of this Contract. The Parties agree to pay their own attorneys' fees and expenses.

10. **GOVERNING LAW/VENUE**: This Contract shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Contract shall be brought in the Superior Court of Clark County, Washington.

11. **EMPLOYMENT OF LABOR**: The Contractor agrees that all persons employed by the Contractor and by any of its subcontractor and any of their lower tier contractors in work performed pursuant to this Contract shall not be employed in excess of eight (8) hours in any day, except as provided or allowed by Chapter 49.28 RCW and WAC 296.127 and any amendment thereto.

12. **PAYMENT OF LABOR**: The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the performance of this Contract will be paid not less than the prevailing wage rate for an hour's work, in accordance with the provisions of Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto.

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

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

13. **PAYMENT TO THE CONTRACTOR**: Progress payments to the Contractor shall be made within 30 days of a fully executed Pay Estimate pending all compliance with all contractual requirements. A sum equal to 5% may be reserved and retained from monies earned by the Contractor in accordance with Chapter 60.28 RCW. The City reserves the right to require Contractor to correct any submitted or paid erroneous invoices according to the rates set forth herein. City and Contractor agree that any amount paid in error by City does not constitute a change in the agreed upon amount; Contractor agrees to issue a refund of any of any overages paid in error by the City.

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

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

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

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

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

15. **OWNERSHIP OF RECORDS AND DOCUMENTS**: Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property

of the City. In consideration of the compensation provided for by this Contract, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor or any third party, and any know-how, methodologies or processes used by Contractor to provide the services or project deliverables under this Contract shall remain property of the original City.

16. **PUBLIC DISCLOSURE COMPLIANCE**: The parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.56 RCW for withholding or delaying public disclosure of such information.

17. **COOPERATIVE PURCHASING**: The Washington State interlocal Cooperation Act, Chapter 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City incurring any financial or legal liability for such purchases. The City agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City is not held financially or legally liable for purchases and that any public agency purchasing under solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

18. **AMENDMENTS**: All changes to this Contract, including changes to the statement of work and compensation, must be made by written Change Order and/or Amendment and signed by all parties to this Contract.

19. **AUTHORIZATION AND COMPLIANCE WITH THE LAW**: The Contractor certifies that the person signing the Contract is legally authorized to enter into this binding Contract and that the Contractor shall fully comply with all relevant, federal, state and municipal laws, rules, regulations and policies.

20. **CITY BUSINESS AND OCCUPATION LICENSE**: The Contractor will be required to obtain a business license when contracting with the City unless allowable exemptions apply. The Contractor shall contact the State of Washington Business License Service website or by phone at 800-451-7985, or the City's website to determine whether a business license is required pursuant to the Vancouver Municipal Code (VMC) Chapter 5.04.

21. **RELATION OF PARTIES**: The Contractor, its subcontractors, agents and employees are independent contractors performing services for the City and are not employees of the City; shall not as a result of this Contract, accrue leave, retirement, insurance, bonding or any

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

22. **ASSIGNMENT**: This Contract is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party without the other party's express written authorization.

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

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

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

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

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

26. **WAIVER AND REMEDIES**: City's failure to enforce the terms or conditions herein or to exercise any right or privilege, or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition or privilege, whether of the same or similar type. Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.

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

28. **USE OF CITY'S NAME:** Contractor may not use any of City's name, trademark, service marks, or logo in connection with the services contemplated by this Contract or otherwise without the prior written permission of City, which permission may be withheld for any or no reason and may be subject to certain conditions.

29. **DEBARMENT:** The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.

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

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

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

33. **CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE:** The complete Contract includes these parts, all of which are incorporated herein by reference, and any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

    1. Amendments to the Contract,
    2. This Contract,
    3. Contractor's Bid including all Addenda to the Solicitation,
    4. Special Provisions,
    5. Contract Plan Set,
    6. City of Vancouver Amendments to the specified WSDOT Standard Specifications,
    7. City of Vancouver Standard Plans,
    8. WSDOT Standard Specifications,
    9. WSDOT Standard Plans.

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

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

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

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

For the City:	For the Contractor:
Anna Vogel	Kenny Butcher
City of Vancouver	Lakeside Industries, Inc.
415 W 6th Street	8705 NE 117th Ave
P O Box 1995	Vancouver, WA 98662
Vancouver WA 98668-1995	kenny.butcher@lakesideindustries.com
anna.vogel@cityofvancouver.us	

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

CITY OF VANCOUVER A municipal corporation	CONTRACTOR: Lakeside Industries, Inc.
Lon Pluckhahn, City Manager	Signature
Date	Printed Name /Title
Attest:	Date
Lisa Brandl, City Clerk	
Approved as to form:	
Nena Cook, City Attorney	

CITY OF Vancouver WASHINGTON

Staff Report: 093-26

To: Mayor and City Council
From: City Manager
Date: May 4, 2026

Subject

Contract Amendment - Threshold Increase for Software and Services Provided by Workday, Inc. - C-100998

Key Points

- The City conducted a Request for Proposal (RFP) and selected Workday's cloud-hosted software solution for the City's Payroll, Financial, and Human Resources needs in 2016.
- The City entered a 5-year contract extension with Workday, effective August 2022 - August 2027 in the amount of $3,851,625.
- A contract amendment of $750,000 is necessary to cover additional Workday contract costs due to employee growth, Workday training for employees, and additional software cloud infrastructure that is required for testing interfaces.

Strategic Plan Alignment

High Performing Government – a government that is reliable, fiscally responsible, equitable, and open to compromise

Present Situation

The City currently uses Workday's cloud-hosted software platform to perform Payroll, Financial, Human Resources, and Budgeting functions. The current Workday 5-year contract expires in August 2027.

In addition to the base software subscription, the Workday agreement is used to procure:

- Additional licenses due to an increase in the number of City employees;
- Training for Finance, Human Resources, and IT Department employees to improve their Workday proficiency; and
- Additional software cloud infrastructure (tenants) to support deployment and integration of new software systems, such as Vancouver Police Department's (VPD) time tracking system.

These necessary additions have increased the overall costs for the contract term. Staff is requesting an additional $750,000 to cover these costs through the end of the contract term.

Advantage(s)

Allows for continued use of the City's Workday Payroll, Financial, Human Resources, Learning, and Budgeting systems.

Challenge(s)

None

Budget Impact
No impact. The amount to cover the threshold increase is already included in the 2025-2026 biennium budget.

Prior Council Review

- Workday contract approval; staff report number 089-17
- Workday contract term extension approval; staff report number 101-22

Action Requested
On Monday, May 4, 2026, authorize the City Manager, or designee, to increase the not-to-exceed amount of Contract C-100998 by $750,000 to a total of $4,601,625 for the duration of the contract term.

Staff Contact
Amandeep Singh, GIS and Data Manager, Patrick Gilbride, IT Director,
Aman.Singh@cityofvancouver.us, patrick.gilbride@cityofvancouver.us

Attachments:
1. Amendment No 2
2. Master Subscription Agreement
3. Order Form
4. Amendment No 1

Agreement #2 to Order Form #00362647.0

This second amendment ("Amendment") amends Order Form #00362647.0 (OF#362647) between the City of Vancouver, ("City"), and Workday, Inc., ("Workday") and is effective on the last day signed by a Party.

This Amendment amends the Agreement as follows:

1. Payment to the Contractor for the Services described in this Order Form shall not exceed $4,601,625.00 USD.

2. **Entire Agreement**. All unamended terms in the Agreement or any earlier amendment remain in full force and effect. This Amendment, together with the Agreement and any earlier amendments, is the entire agreement between the Parties, and supersedes any other agreement or discussion between them, whether written or oral in nature.

CITY OF VANCOUVER A municipal corporation	CONTRACTOR: Workday, Inc.
Lon Pluckhahn, City Manager	Signature
Date	Printed Name /Title
Attest:	Date
Lisa Brandl, City Clerk	
Approved as to form:	
City Attorney's Office	

MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement, effective as of the later of the dates beneath the parties' signatures below **("Effective Date")**, is by and between **Workday, Inc. ("Workday")** a Delaware corporation with offices at 6230 Stoneridge Mall Road, Pleasanton, CA 94588 and **City of Vancouver ("Customer" or the "City")**, a Washington municipal corporation with offices at City Hall 415 W. 6th St., Vancouver, WA 98660. As Workday provides a subscription Service to which Customer intends to subscribe, this Agreement establishes the business relationship and allocation of responsibilities regarding the Service and the parties therefore agree as follows:

1. Provision of Service.

1.1 Workday Obligations. During the Term of this Agreement, Workday shall: (i) make the Service and Improvements available to Customer in accordance with the Documentation (which, for purposes of clarity under this Agreement, the Documentation in effect as of the Effective Date is the "Workday 28 User Guide") and the SLA (the version in effect as of the Effective Date is attached as Exhibit "B" and incorporated by this reference) and pursuant to the terms of this Agreement; (ii) not use Customer Data except to provide the Service, or to prevent or address service or technical problems, verify Service Improvements, in accordance with this Agreement and the Documentation, or in accordance with Customer's instructions; and (iii) not disclose Customer Data to anyone other than Authorized Parties in accordance with this Agreement and/or any applicable Laws. Workday will provide service credits to Customer according to the *Workday SLA Service Credit Exhibit* attached hereto as Exhibit A.

1.2 Customer Obligations. Customer may enable access of the Service for use only by Authorized Parties solely for the internal business purposes of Customer and its Affiliates in accordance with the Documentation and not for the benefit of any third parties. Customer is responsible for all Authorized Party use of the Service and compliance with this Agreement. Customer shall: (a) have sole responsibility for the accuracy, quality, and legality of all Customer Data; and (b) take commercially reasonable efforts to prevent unauthorized access to, or use of, the Service through login credentials of Authorized Parties, and notify Workday promptly of any such unauthorized access or use. Customer shall not: (i) use the Service in violation of applicable Laws; (ii) in connection with the Service, send or store infringing, obscene, threatening, or otherwise unlawful or tortious material, including material that violates privacy rights; (iii) knowingly or intentionally send or store Malicious Code in connection with the Service; (iv) interfere with or disrupt performance of the Service or the data contained therein; or (v) attempt to gain access to the Service or its related systems or networks in a manner not set forth in the Documentation. Customer shall designate a maximum number of named contacts as listed in the applicable Order Form to request and receive support services from Workday ("Named Support Contacts"). Named Support Contacts must be trained on the Workday product(s) for which they initiate support requests. Customer shall be liable for the acts and omissions of all Authorized Parties and Customer Affiliates relating to this Agreement.

2. Fees.

2.1 Invoices and Payment. Subscription Service Fees and all other fees due hereunder will be invoiced to Customer in the United States and payment will be remitted by Customer from the United States. All fees due hereunder (except fees subject to good faith dispute) shall be due and payable within thirty (30) days of invoice date. Workday may send all Customer invoices electronically by email to accpay@cityofvancouver.us or by US mail to City of Vancouver, Attn: Accounts Payable, P.O. Box 1995 Vancouver, Washington 98668, with a copy via email to the City's project manager as designated by the City. All fees are quoted and payable in United States Dollars and are based on access rights acquired and not actual usage. All remittance advice and invoice inquiries can be directed to Accounts.Receivable@workday.com. In the event of any good faith dispute with regard to all or part of an invoice, the undisputed portion shall be paid as set out above. Upon resolution of the disputed portion, any amounts owed by Customer to Workday shall be paid by Customer and any amounts owed by Workday to Customer shall be credited off Workday's next invoice.

2.2 Non-cancelable and non-refundable. Except as specifically set forth to the contrary under Section 6.2 "Warranty Remedies", Section 7 "Indemnification by Workday", Section 9 "Term and Termination", and under the SLA, all payment obligations under any and all Order Forms are non-cancelable and all payments made are non-refundable.

2.3 Overdue Payments. Any payment not received from Customer by the due date may accrue (except with respect to charges then under reasonable and good faith dispute), at Workday's discretion, late charges at the rate of 1.0% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.

2.4 Non-Payment and Suspension of Service. If Customer's account is more than thirty (30) days past due (except with respect to charges subject to a reasonable and good faith dispute), in addition to any other rights or remedies it may have under this

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MASTER SUBSCRIPTION AGREEMENT

Agreement or by law, Workday reserves the right to suspend the Service upon thirty (30) days written notice, without liability to Customer, until such amounts are paid in full. Such notice shall clearly and prominently state that the Service is at risk of suspension and shall not solely take the form of an invoice with an overdue notice.

2.5 Taxes. This section applies only if Customer has not provided Workday with a tax exemption certificate authorized and honored by applicable taxing authorities that covers all Transaction Taxes. Subscription Services Fees and all other fees invoiced pursuant to this Agreement do not include in its price any transaction taxes, which may include local, state, provincial, federal taxes, levies, duties or similar governmental assessments of any nature, including, but not limited to, sales tax (referred to as "Taxes"). Customer is responsible for paying all Taxes imposed on the Subscription Services Fees or any other services provided under this Agreement, excluding U.S. income taxes imposed on Workday. If Workday has a legal obligation to pay or collect Taxes for which Customer is responsible under this Agreement, the appropriate amount shall be computed based on Customer's address listed in the first paragraph of this Agreement which will be used as the ship-to address on the Order Form, and invoiced to and paid by Customer, unless Customer provides Workday with a valid tax exemption certificate authorized by the appropriate taxing authority Upon Customer's request, Workday shall cooperate, in good faith, with Customer regarding taxes assessed on any given invoice, including but not limited to discussions regarding which line item(s) in a particular invoice are (or are not) being assessed taxes. Workday is solely liable for any tax obligation arising from Workday's performance of this Agreement. Workday hereby agrees to be responsible for any late interest and penalties arising from Workday's failure to remit the applicable taxes charged on all fees earned pursuant to this Agreement to the relevant tax authority.

3. Proprietary Rights.

3.1 Ownership and Reservation of Rights to Workday Intellectual Property. Workday and its licensors own all right, title and interest in and to the Service, Documentation, and other Workday Intellectual Property Rights. Subject to the limited rights expressly granted hereunder, Workday reserves all rights, title and interest in and to the Service, and Documentation, including all related Intellectual Property Rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

3.2 Grant of Rights. Workday hereby grants Customer (for itself and Customer's Affiliates and Authorized Parties for whom Customer enables access to the Service) a non-exclusive, non-transferable, right to use the Service and Documentation, solely for the internal business purposes of Customer and its Affiliates and solely during the Term, subject to the terms and conditions of this Agreement within scope of use defined in the relevant Order Form. The Service is provided in U.S. English. Workday has translated portions of the Service into other languages. Customer and its Authorized Parties may only use the translated portions of the Service for the number of languages listed in the applicable Order Form.

3.3 Restrictions. Customer shall not (i) modify or copy the Service or Documentation or create any derivative works based on the Service or Documentation; (ii) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, offer in a service bureau, or otherwise make the Service or Documentation available to any third party, other than to Authorized Parties as permitted herein; (iii) reverse engineer or decompile any portion of the Service or Documentation, including but not limited to, any software utilized by Workday in the provision of the Service and Documentation, except to the extent required by Law; (iv) access the Service or Documentation in order to build any commercially available product or service; or (v) copy any features, functions, integrations, interfaces or graphics of the Service or Documentation.

3.4 Ownership of Customer Data. As between Workday and Customer, Customer owns its Customer Data.

3.5 Customer Input. Workday shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Service any Customer Input. Workday shall have no obligation to make Customer Input an Improvement. Customer shall have no obligation to provide Customer Input.

4. Confidentiality.

4.1 Confidentiality. A party shall not disclose or use any Confidential Information of the other party except as reasonably necessary to perform its obligations or exercise its rights pursuant to this Agreement except with the other party's prior written permission.

4.2 Protection. Each party agrees to protect the Confidential Information of the other party in the same manner that it protects its own Confidential Information of like kind, but in no event using less than a reasonable standard of care. To the extent

Customer concludes that the Service will include Customer Data that is protected by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the parties agree to enter into Workday's business associate agreement.

4.3 Compelled Disclosure. A disclosure by one party of Confidential Information of the other party to the extent required by Law shall not be considered a breach of this Agreement, provided the party so compelled promptly provides the other party with prior notice of such compelled disclosure (to the extent legally permitted) and provides reasonable assistance, at the other party's cost, if the other party wishes to contest the disclosure. Workday acknowledges that Customer is subject Washington's Public Records Act, RCW 42.56, ("PRA"). If the Customer receives a records request under the PRA covering information that Workday asserts to be Workday Confidential Information, Customer shall notify Workday promptly but no less than ten (10) business days prior to release of such request, in order to provide Workday time to seek a court order against such release. Only to the extent that Customer is allowed by law, Customer will reasonably consider granting an extension to Workday upon request so that Workday can adequately assess voluminous materials that have been requested. If Workday fails to obtain such an order or fails to commence a lawsuit seeking such an order prior to the release date identified in Customer's notice, Customer thereafter may release the asserted Workday Confidential Information covered by the public records request without further obligation or liability to Workday under this Agreement or any other agreement, under any applicable law, or otherwise.

4.4 Remedies. If a party discloses or uses (or threatens to disclose or use) any Confidential Information of the other party in breach of confidentiality protections hereunder, the other party shall have the right, in addition to any other remedies available, to injunctive relief to enjoin such acts, it being acknowledged by the parties that any other available remedies are inadequate.

4.5 Exclusions. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the other party; (ii) was known to a party prior to its disclosure by the other party without breach of any obligation owed to the other party; (iii) was independently developed by a party without breach of any obligation owed to the other party; or (iv) is received from a third party without breach of any obligation owed to the other party. Customer Data shall not be subject to the exclusions set forth in this Section.

5. Customer Data.

5.1 Protection and Security. During the Term of this Agreement, Workday shall maintain a formal security program materially in accordance with industry standards that is designed to: (i) ensure the security and integrity of Customer Data; (ii) protect against threats or hazards to the security or integrity of Customer Data; and (iii) prevent unauthorized access to Customer Data. Such security program will conform to the *Workday Security Exhibit* attached hereto, and is further described in Workday's most recently completed Service Organization Control 1 (SOC1) and Service Organization Control 2 (SOC2) audit reports or industry-standard successor reports. The most recently completed, as of the Effective Date, SOC1 and SOC2 audit reports are referred to as the "Current Audit Reports". Each year, Workday will retain a nationally recognized public accounting firm to produce such an audit report relating to the Service at Workday's cost. In no event during the Term shall Workday materially diminish the protections provided by the controls set forth in Workday's Security Exhibit and the Current Audit Reports. Workday will promptly remediate any material deficiencies identified in the Current Audit Report. Upon Customer's request, Workday will provide Customer with a copy of Workday's then-current SOC1 and SOC2 audit reports or comparable industry-standard successor report prepared by Workday's independent third party auditor. Workday is self-certified to the EU-U.S. Privacy Shield Framework maintained by the U.S. Department of Commerce ("Privacy Shield") and will remain certified for the Term of the Agreement provided that the Privacy Shield is recognized by the European Commission as a legitimate basis for the transfer of Personal Data to an entity located in the United States. The *Data Processing Exhibit* attached hereto will apply to the processing of Personal Data (as defined in the Data Processing Exhibit). Workday designs its Service to allow Customers to achieve differentiated configurations, enforce user access controls, and manage data categories that may be populated and/or made accessible on a country-by-country basis. Customer understands that its use of the Service and compliance with any terms hereunder does not constitute compliance with any Law. Customer understands that it has an independent duty to comply with any and all Laws applicable to it.

5.2 Unauthorized Disclosure. If either party believes that there has been a Security Breach, such party must promptly notify the other party, unless legally prohibited from doing so, within forty-eight hours or any shorter period as may be required by Law. Additionally, each party will reasonably assist the other party in mitigating any potential damage. Each party shall bear the costs of such remediation or mitigation to the extent the breach or security incident was caused by it except as such costs may be allocated pursuant to Section 5.3. As soon as reasonably practicable after any such Security Breach that is not clearly attributable

to Customer or its Authorized Parties, Workday shall conduct a root cause analysis and, upon request, will share the results of its analysis and its remediation plan with Customer.

5.3 Workday Remediation of Certain Unauthorized Disclosures. In the event that any unauthorized access to or acquisition of Personal Data is caused by Workday's breach of its security and/or privacy obligations under this Agreement, Workday shall reimburse Customer for the reasonable and documented costs incurred by Customer in connection with the following items: (a) any required forensic investigation to determine the cause of the breach, (b) providing notification of the security breach to applicable government and relevant industry self-regulatory agencies, to the media (if required by applicable Law) and to individuals whose Personal Data may have been accessed or acquired, (c) providing credit monitoring service to individuals whose Personal Data may have been accessed or acquired for a period of one year after the date on which such individuals were notified of the unauthorized access or acquisition for such individuals who elected such credit monitoring service, and (d) operating a call center to respond to questions from individuals whose Personal Data may have been accessed or acquired for a period of one year after the date on which such individuals were notified of the unauthorized access or acquisition. NOTWITHSTANDING THE FOREGOING, OR ANYTHING IN THE AGREEMENT TO THE CONTRARY, WORKDAY SHALL HAVE NO RESPONSIBILITY TO PAY COSTS OF REMEDIATION THAT ARE DUE TO RECKLESS MISCONDUCT, GROSS NEGLIGENCE, WILLFUL MISCONDUCT AND/OR FRAUD BY CUSTOMER OR ITS EMPLOYEES, AGENTS OR CONTRACTORS.

6. Warranties and Disclaimers.

6.1 Warranties. Each party warrants that it has the authority to enter into this Agreement and, in connection with its performance of this Agreement, shall comply with all Laws applicable to it related to data privacy, international communications and the transmission of technical or personal data. Workday warrants that during the Term (i) the Service shall perform materially in accordance with the Documentation;(ii) the functionality of the Service will not be materially decreased during the Term; and (iii) to the best of its knowledge, the Service does not contain any Malicious Code. Workday further warrants that it will not knowingly introduce any Malicious Code into the Service. Malicious Code, no matter how introduced, will be remedied in accordance with Section 6.2.

6.2 Warranty Remedies. In the event of a breach of the warranty set forth in Section 6.1 (i) or (ii), or upon the discovery of Malicious Code in the Service, (a) Workday shall correct the non-conforming Service at no additional charge to Customer, or (b) in the event Workday is unable to correct such deficiencies after good-faith efforts, Workday shall refund Customer amounts paid that are attributable to the defective Service from the date Workday received such notice through the date of remedy, if any. To receive financial warranty remedies, Customer must promptly report deficiencies in writing to Workday, but no later than thirty (30) days of the first date the deficiency is identified by Customer, but Customer's failure to notify Workday within such thirty (30) day period shall not affect Customer's right to receive the remedy in Section 6.2(a) unless Workday is unable or materially impaired in its ability to, correct the deficiency due to Customer's failure to notify Workday within the thirty (30) day period. Notice of breaches of the warranty in Section 6.1(i) or (iii) shall be made through Workday's then-current error reporting system; notices of breaches of any other warranty shall be made in writing to Workday in accordance with the Notice provisions of this Agreement. The remedies set forth in this subsection shall be Customer's sole remedy and Workday's sole liability for breach of these warranties unless the breach of warranty constitutes a material breach of the Agreement and Customer elects to terminate the Agreement in accordance with the Section entitled "Termination".

6.3 DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WORKDAY MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICE AND/OR RELATED DOCUMENTATION. WORKDAY DOES NOT WARRANT THAT THE SERVICE WILL BE ERROR FREE OR UNINTERRUPTED. THE LIMITED WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO CUSTOMER IN CONNECTION WITH THE PROVISION OF THE SERVICE.

7. Intellectual Property Indemnification by Workday to Customer. Workday shall defend, indemnify and hold Customer harmless against any loss, damage or costs (including reasonable attorneys' fees) in connection with claims, demands, suits, or proceedings ("Claims") made or brought against Customer by a third party alleging that the use of the Service as contemplated

hereunder infringes any third party's Intellectual Property Rights; provided, however, that Customer: (a) promptly gives written notice of the Claim to Workday; (b) gives Workday sole control of the defense and settlement of the Claim (provided that Workday may not settle any Claim unless it unconditionally releases Customer of all liability); and (c) provides to Workday, at Workday's cost, all reasonable assistance. Workday shall not be required to indemnify Customer to the extent that the alleged infringement arises from: (w) modification of the Service by Customer, its Employees, or Authorized Parties in conflict with Customer's obligations or as a result of any prohibited activity as set forth herein; (x) use of the Service in a manner inconsistent with the Documentation; (y) use of the Service in combination with any other product or service not provided by Workday; or (z) use of the Service in a manner not otherwise contemplated by this Agreement. If Customer is enjoined from using the Service or Workday reasonably believes it will be enjoined, Workday shall have the right, at its sole option, to obtain for Customer the right to continue use of the Service or to replace or modify the Service so that it is no longer infringing. If neither of the foregoing options is reasonably available to Workday, then use of the Service may be terminated at either party's option and Workday's sole liability shall be to refund any prepaid fees for the Service that were to be provided after the effective date of termination.

8. Limitation of Liability.

8.1 LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WITH RESPECT TO (i) WORKDAY'S INDEMNIFICATION OBLIGATIONS IN SECTION 7, (ii) CLAIMS FOR BODILY INJURY, DEATH OR DAMAGE TO TANGIBLE PERSONAL PROPERTY TO THE EXTENT RESULTING FROM WORKDAY'S ACTIONS, (iii) RECKLESS MISCONDUCT, GROSS NEGLIGENCE, WILLFUL MISCONDUCT AND/OR FRAUD, (iv) WORKDAY'S REMEDIATION OBLIGATIONS IN SECTION 5.3; OR (v) CUSTOMER'S PAYMENT OBLIGATIONS,

IN NO EVENT SHALL EITHER PARTY'S (OR WORKDAY'S AFFILIATES' OR THIRD PARTY LICENSORS') AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE FEES ACTUALLY PAID OR PAYABLE BY CUSTOMER UNDER THIS AGREEMENT DURING THE IMMEDIATELY PRECEDING TWENTY-FOUR (24) MONTH PERIOD FOR THE SERVICE FROM WHICH THE CLAIM AROSE (OR, FOR A CLAIM ARISING BEFORE THE SECOND ANNIVERSARY OF THE EFFECTIVE DATE, THE AMOUNT PAID OR PAYABLE FOR THE FIRST TWENTY-FOUR (24) MONTH PERIOD)

8.2 EXCLUSION OF DAMAGES. EXCEPT WITH RESPECT TO AMOUNTS TO BE PAID BY EITHER PARTY PURSUANT TO A COURT AWARD (OTHER THAN A DEFAULT JUDGMENT) OR SETTLEMENT AS WELL AS THE DEFENSE COSTS UNDER THE INDEMNIFICATION OBLIGATIONS NO MATTER HOW SUCH DAMAGES MAY BE CHARACTERIZED, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, OR FOR ANY LOST PROFITS, LOSS OF USE, COST OF DATA RECONSTRUCTION, COST OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS OR SUBCONTRACTORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. CUSTOMER WILL NOT ASSERT THAT ITS PAYMENT OBLIGATIONS AS SET FORTH IN AN ORDER FORM ARE EXCLUDED AS WORKDAY'S LOST PROFITS.

8.3 DIRECT DAMAGES. SUBJECT TO SECTION 8.1 AND NOTWITHSTANDING SECTION 8.2 ABOVE, THE PARTIES AGREE THAT WITH RESPECT TO WORKDAY'S BREACH OF ITS OBLIGATIONS SET FORTH IN THIS AGREEMENT, THE FOLLOWING SHALL BE CONSIDERED DIRECT DAMAGES AND WORKDAY SHALL REIMBURSE CUSTOMER FOR REASONABLE COSTS AND EXPENSES ACTUALLY PAID TO THIRD PARTIES FOR: (i) FINES AND PENALTIES IMPOSED BY GOVERNMENTAL AUTHORITY ARISING FROM SUCH BREACH; AND (iii) LEGAL FEES, INCLUDING REASONABLE ATTORNEY'S FEES, TO DEFEND AGAINST THIRD PARTY CLAIMS ARISING FROM SUCH BREACH AND FOR CLAIMS DEFENDED BY CUSTOMER, AMOUNTS PAID TO AFFECTED THIRD PARTIES AS DAMAGES OR SETTLEMENTS ARISING FROM SUCH BREACH.

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9. Term and Termination.

9.1 Term of Agreement. The Term of this Agreement commences on the Effective Date and continues until the stated term in all Order Forms has expired or has otherwise been terminated, unless otherwise extended pursuant to the written agreement of the parties. Subscriptions to the Service commence on the date, and are for a period, as set forth in the applicable Order Form.

9.2 Termination. Either party may terminate this Agreement (i) upon thirty (30) days prior written notice to the other party of a material breach by the other party if such breach remains uncured at the expiration of such notice period; or (ii) immediately in the event the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. In the event the Agreement is terminated, all Order Forms are simultaneously terminated. Upon any termination by Customer pursuant to this section, Workday shall refund Customer any prepaid fees for the affected Service that were to be provided after the effective date of termination.

9.3 Effect of Termination. Upon any termination of this Agreement, Customer shall, as of the date of such termination, immediately cease accessing and otherwise utilizing the applicable Service (except as permitted under the section entitled "Retrieval of Customer Data") and Workday Confidential Information. Termination for any reason shall not relieve Customer of the obligation to pay any undisputed fees accrued or due and payable to Workday prior to the effective date of termination and termination for any reason other than for uncured material breach by Workday shall not relieve Customer of the obligation to pay all future amounts due under all order forms.

9.4 Termination for Lack of Fiscal Funding. Customer is a local governmental entity that relies on funding allocated at the state and local level to fund the Service in the Agreement. Customer intends to continue the Agreement for its entire term and to satisfy its obligations thereunder. For each succeeding fiscal period: (a) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under the Agreement; (b) Customer agrees to use reasonable and lawful means to secure these appropriations. If sufficient funds are not appropriated to Customer for payment under this Agreement for any future fiscal period then Customer may terminate the Agreement by giving Workday not less than thirty (30) days prior written notice. Upon termination Customer will remit all amounts due and all costs reasonably incurred by through the date of termination and, to the extent of lawfully available funds, through the end of the then current fiscal period. Upon request by Workday, Customer shall identify to Workday the extent to which funds have been allocated for individual Order Forms; Customer will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. There is no penalty to the Customer in the event this provision applies.

9.5 Retrieval of Customer Data. Upon written request by Customer made prior to any expiration or termination of this Agreement, Workday will make Customer Data available to Customer through the Service solely for purposes of Customer retrieving Customer Data for a period of up to sixty (60) days after such request is received by Workday. After such sixty (60) day period, Workday will have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, delete all Customer Data by deletion of Customer's Tenant; provided, however, that Workday will not be required to remove copies of the Customer Data from its backup media and servers until such time as the backup copies are scheduled to be deleted, provided further that in all cases Workday will continue to protect the Customer Data in accordance with this Agreement. The foregoing deletion obligation will be subject to any retention obligations imposed on Workday by Law. Additionally, during the Term of the Agreement, Customers may extract Customer Data using Workday's standard web services.

9.6 Transition Period before Final Termination. Upon any termination of the Agreement, Workday shall, upon Customer's request, continue to provide the Service to Customer (except where Workday is enjoined) pursuant to the terms of this Agreement for a transitional period of up to three (3) months (the "Transition Period"). Access to the Service during the Transition Period will be subject to the fees set out in the applicable Order Form, prorated on a monthly basis and payable in advance, based on the annual fees for the Service during calendar period of the Transition Period if the Order Form has fees for such calendar period, and for any portion of the Transition Period not covered by pre-negotiated fees on the Order Form, based upon the annual fees for the twelve month period immediately preceding the termination date plus an additional five percent (5%). During the Transition Period, Workday will provide cooperation and assistance as Customer may reasonably request to support an orderly transition to another provider of similar software, services, or to Customer's internal operations. Such cooperation and assistance will be limited to consulting regarding the Workday Service and will be subject to a fee based on Workday's then-current rates for consulting services and such services will be set out in a statement of work to a professional services agreement between the parties. Notwithstanding the foregoing, in the event of termination of this Agreement by Workday for breach by Customer,

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Workday may withhold the provision of transition Services and condition further performance upon (i) payment of undisputed fees then owed, (ii) prepayment of fees for further services, and (iii) receipt by Workday of an officer's certificate from Customer certifying ongoing compliance with the terms of this Agreement during the Transition Period.

9.7 Surviving Provisions. The following provisions of this Agreement shall not survive and will have no further force or effect following any termination or expiration of this Agreement: (i) subsection (i) of Section 1.1 "Workday Obligations"; (ii) Section 3.2 "Grant of Rights"; and (iii) any Order Form(s). All other provisions of this Agreement shall survive any termination or expiration of this Agreement.

10. General Provisions.

10.1 Relationship of the Parties. The parties are independent contractors. This Agreement does not create nor is it intended to create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third-party beneficiaries to this Agreement. Each party shall solely be responsible for payment of all federal, state and local income tax withholding, employment and disability insurance and Social Security and other similar taxes that in each and every case it is required by applicable Law to pay with respect to any compensation or benefits provided by the parties to their respective employees.

10.2 Insurance. Workday will maintain during the entire Term of this Agreement, at its own expense, the types of insurance coverage specified below, on standard policy forms and with insurance companies with at least an A.M. Best Rating of A- VII authorized to do business in the jurisdictions where the Workday services are to be performed.

(a) Workers' Compensation insurance prescribed by applicable local law and Employers Liability insurance with limits not less than $1,000,000 per accident/per employee. This policy shall include a waiver of subrogation against Customer

(b) Business Automobile Liability covering all vehicles that Workday owns, hires or leases with a limit of no less than $1,000,000 (combined single limit for bodily injury and property damage) for each accident.

(c) Commercial General Liability insurance including Contractual Liability Coverage, with coverage for products liability, completed operations, property damage and bodily injury, including death, with an aggregate limit of no less than $2,000,000. This policy shall name Customer as an additional insured with respect to the provision of services provided under this Agreement. This policy shall include a waiver of subrogation against Customer.

(d) Technology Professional Liability Errors & Omissions policy (which includes Cyber Risk coverage and Computer Security and Privacy Liability coverage) with a limit of no less than $10,000,000 per occurrence and in the aggregate, covering all acts, errors, omissions, negligence, network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for Customer or on behalf of Customer hereunder.

(e) Crime policy with a limit of no less than $5,000,000 per occurrence and in the aggregate.

(f) Excess Liability/Umbrella coverage with a limit of no less than $9,000,000 per occurrence and in the aggregate (such limit may be achieved through increase of limits in underlying policies to reach the level of coverage shown here). This policy shall name Customer as an additional insured with respect to the provision of services provided under this Agreement. This policy shall include a waiver of subrogation against Customer.

Upon Customer's request, Workday agrees to deliver to Customer a certificate(s) of insurance evidencing the coverage specified in this Section. Such certificate(s) will contain a thirty (30) day prior notice of cancellation provision. Workday will be solely responsible for any deductible or self-insurance retentions. Such insurance coverage will be primary and any other valid insurance existing will be in excess of such primary insurance policies. The required insurance coverage and limits of liability set forth above

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shall not be construed as a limitation or waiver of any potential liability of satisfaction of any indemnification/hold harmless obligation of Workday.

10.3 Notices. All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the third business day after first class mailing; or (iii) the second business day after sending by facsimile with telephonic confirmation of receipt. Notices shall be addressed in accordance with the table below. Each party may modify its recipient of notices by providing notice pursuant to this Agreement.

To Workday:	**To Customer:**
Workday, Inc. Attn. General Counsel 6230 Stoneridge Mall Road Pleasanton, CA 94588	City of Vancouver Attn: Scott Cooley, IT Application Services Manager P.O. Box 1995 Vancouver Washington 98668

10.4 Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right or any other right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

10.5 Force Majeure. Neither party shall be liable for any failure or delay in performance under this Agreement for causes beyond that party's reasonable control and occurring without that party's fault or negligence, including, but not limited to, acts of God, acts of government, flood, fire, civil unrest, and/or acts of terror. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

10.6 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (which consent shall not be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms) without consent of the other party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets so long as the assignee agrees to be bound by all of the terms of this Agreement and all undisputed past due fees are paid in full. Any attempt by a party to assign its rights or obligations under this Agreement other than as permitted by this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

10.7 Governing Law; Waiver of Jury Trial. This Agreement shall be governed exclusively by the internal laws of the State of Washington, without regard to its conflicts of laws rules. The parties agree that the rights and obligations of the Parties under this Agreement shall not be governed by the provisions of the 1980 United Nations Convention on Contracts for the International Sale of Goods. Venue for any legal action relating to this Agreement will be in Clark County, Washington for any state court actions and the Western District of Washington for Federal court actions. Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

10.8 Export. Each party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Service. Without limiting the generality of the foregoing, Customer shall not make the Service available to any person or entity that: (i) is located in a country that is subject to a U.S. government embargo; (ii) is listed on any U.S. government list of prohibited or restricted parties; or (iii) is engaged in activities directly or indirectly related to the proliferation of weapons of mass destruction.

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10.9 Federal Government End Use Provisions (if applicable). Workday provides the Service, including related software and technology, for federal government end use solely in accordance with the following: Government technical data and software rights related to the Service include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202.3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a "need for" right not conveyed under these terms, it must negotiate with Workday to determine whether there are acceptable terms for transferring additional rights. A mutually acceptable addendum specifically conveying such rights must be executed by the parties in order to convey such rights beyond those set forth herein.

10.10 Use by other Entities. The parties agree that other public entities, including state agencies, local governments, local school systems, courts, and public institutions of higher education may utilize the terms of this Agreement to purchase services from Workday. The parties understand that pricing is specific to utilization metrics and the choice of Workday Service components and that other entities will not necessarily pay the same price as Customer. Any such other entity shall be responsible for complying with its relevant procurement rules and regulations. Customer will in no way whatsoever incur any liability to Workday, such entities, or others in relation to specifications, delivery, payment, or any other aspect of actions or omissions by such entities. An entity wishing to utilize this Agreement will execute its own Order Form which references this Agreement and incorporates it by reference or may, at its option, choose to have a copy of this Agreement executed in its own name.

10.11 Publicity. Except as set forth herein, Workday shall not use Customer's name, logos or trademarks, without the prior written consent of Customer, in any written press releases, advertisements and/or marketing materials. Notwithstanding the foregoing, Workday may use Customer's name and logo in lists of customers and on its website, including, but not limited to, Workday's community portal; however, such usage shall not be classified as an advertisement but only identification as an entity who receives the Service from Workday. For the avoidance of doubt, this section does not prohibit Workday from referencing Customer's name in a verbal format.

10.12 Miscellaneous.

(a) **Entire Agreement**. This Agreement, including all exhibits and addenda hereto and all Order Forms, constitutes the entire agreement between the parties with respect to the subject matter hereof. In the event of a conflict, the provisions of an Order Form shall take precedence over provisions of the body of this Agreement and over any other Exhibit or Attachment. This Agreement supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void. This Agreement may be executed in counterparts, which taken together shall form one binding legal instrument. All agreements and signatures to said agreements must be in non-electronic, written form.

(b) **E-Verify**. Workday agrees that it participates (and will continue to participate during the Term) in the federal E-Verify program (or similar verification program), the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a.

(c) **Debarment**. Workday acknowledges, by contract signature that, at the date of contract execution, Workday is not under suspension or debarment by the State of Washington, any federal agency or any other individual state government. The parties agree that this section shall be considered a material term of this Agreement.

(d) **Nondiscrimination**. Customer is an equal opportunity employer. Each party will comply, in the running of its business, with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, nondiscrimination, and workplace safety, including but not limited to the Americans with Disabilities Act and drug-free workplace laws. The parties agree that this section shall be considered a material term of this Agreement.

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(e) **Right to Review.** During the Term of this Agreement but not more frequently than once per year, Workday shall make available to Customer or its chosen independent third party auditor, for examination only those financial books, records, and files of Workday that are necessary for Customer to verify Workday's charges for the Service provided under any Order Form(s) issued hereunder. Workday shall maintain complete and accurate records as is reasonably necessary to substantiate such charges for six (6) years after the charges have been invoiced. Customer shall provide Workday with reasonable notice prior to conducting such financial audit and the parties shall mutually agree upon the timing of such financial audit which shall be conducted in a manner that is not disruptive to Workday's business operations. Customer will pay for all costs related to such audits. Such right shall not extend to or require on-site audits of Workday's operations or third party hosting facilities, disclosure of any confidential information of any other Workday customer, or Workday's payroll records or other financial records not related to Service fees invoiced to Customer. Notwithstanding the foregoing, Workday understands and agrees that this Agreement is subject to review by any Federal or State auditor.

10.13 Compliance.

(a) For purposes of added clarity and in accordance with the obligations already set forth in the first sentence of Section 6.1 above, each party agrees, in connection with its performance of this Agreement, that it shall comply with all Laws applicable to it.

(b) **Source Code Escrow.** Customer will be named as a beneficiary under the escrow agreement ("Escrow Agreement") between Workday and Iron Mountain ("Escrow Agent") during the Term of the Agreement. The Escrow Agreement shall govern the maintenance and release of such source code, and Workday agrees to update, enhance, or otherwise modify such escrowed source code promptly upon each release of a new version of the Service. Customer agrees to pay the costs of being a named a beneficiary directly to the Escrow Agent. Customer's right to access and use the source code is subject to Customer's continued compliance in all material respects with the Agreement. Customer shall treat the Source Code as Workday Confidential Information and shall provide the Source Code the security and protection required by this Agreement. Under all circumstances, the Source Code shall remain the property of Workday, and Customer shall only use the Source Code in conjunction with, and to maintain the software to operate the Service consistent with and through the end of the Term of this Agreement, and for no other purpose.

(c) **City Business and Occupation License.** In most cases, contractors will be required to get a business license when contracting with the City, unless allocable exemptions apply. Workday shall obtain a business license if required pursuant to Vancouver Municipal Code Chapter 5.04 and applicable Law.

11. Definitions.

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control by either party. For purposes of the preceding sentence, "control" means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity. For Customer, "Affiliate" also means any special district or local government entity within Clark County, Washington to which Customer provides services.

"Agreement" means this Master Subscription Agreement, including the Workday Production Support and Service Level Availability Policy (as may be updated from time to time), any exhibits or attachments hereto, and any fully executed Order Form.

"Authorized Parties" means Customer's or an authorized Affiliate's Employees and third party providers authorized to access Customer's Tenants and/or to receive Customer Data by Customer (i) in writing, (ii) through the Service's security designation, or (iii) by system integration or other data exchange process.

"Confidential Information" means (a) any software utilized by Workday in the provision of the Service and its respective source code; (b) Customer Data; (c) each party's business or technical information, including but not limited to the Documentation, training materials, any information relating to software plans, designs, costs, prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how that is designated by the disclosing party as "confidential" or "proprietary" or the receiving party knows or should reasonably know is confidential or proprietary; and (d) absent a compelled disclosure under Section 4.3, the terms, conditions and pricing of this Agreement (but not its existence or parties).

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"Customer Data" means the electronic data or information submitted by Customer or Authorized Parties to the Service.

"Customer Input" means suggestions, enhancement requests, recommendations or other feedback provided by Customer, its Employees and Authorized Parties relating to the operation or functionality of the Service.

"Documentation" means Workday's electronic Administrator Guide for the Service (formerly known as the User Guide), which may be updated by Workday from time to time. Any such updates will not materially diminish the functionality and/or performance of the Service.

"Employee" or **"Worker"** means actual or prospective employees, students, consultants, contingent workers, independent contractors, and retirees of Customer and its Affiliates whose active business record(s) are or may be managed by the Service and for which a subscription to the Service has been purchased pursuant to an Order Form. The Order Form defines how the Employee count is calculated for subscription fee purposes.

"Improvements" means all improvements, updates, enhancements, error corrections, bug fixes, release notes, upgrades and changes to the Service and Documentation, as developed by Workday and made generally available for Production use without a separate charge to Customers.

"**Intellectual Property Rights**" means any and all common law, statutory and other industrial property rights and intellectual property rights, including copyrights, trademarks, trade secrets, patents and other proprietary rights issued, honored or enforceable under any applicable laws anywhere in the world, and all moral rights related thereto.

"Law" means any local, state, national and/or foreign law, treaties, and/or regulations applicable to a respective party.

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other malicious code, files, scripts, agents or programs.

"**Order Form**" means the separate ordering documents under which Customer subscribes to the Workday Service pursuant to this Agreement that have been fully executed by the parties.

"Personal Data" means any information that is related to an identified or identifiable individual and has been provided by Customer or its Affiliates as Customer Data within the Workday Service to enable Workday to Process the data on its behalf.

"Production" means the Customer's or an Employee's use of or Workday's written verification of the availability of the Service (i) to administer Employees; (ii) to generate data for Customer's books/records; or (iii) in any decision support capacity.

"Security Breach" means (i) any actual or reasonably suspected unauthorized use of, loss of, access to or disclosure of, Customer Data; provided that an incidental disclosure of Customer Data to an Authorized Party or Workday, or incidental access to Customer Data by an Authorized Party or Workday, where no reasonable suspicion exists that such disclosure or access involves theft, or is fraudulent, criminal or malicious in nature, shall not be considered a "Security Breach" for purposes of this definition, unless such incidental disclosure or incidental access triggers a notification obligation under any applicable Law and (ii) any security breach (or substantially similar term) as defined by applicable Law.

"Service" means Workday's software-as-a-service applications as described in the Documentation and subscribed to under an Order Form.

"SLA" means the *Workday Production Support and Service Level Availability Policy*, which may be updated by Workday from time to time. No update shall materially diminish Workday's responsibilities under the Workday Production Support and Service Level Availability Policy.

"**Subscription Service Fee**" means all amounts invoiced and payable by Customer for the Service.

"**Tenant**" means a unique instance of the Service, with a separate set of customer data held by Workday in a logically separated database (i.e., a database segregated through password-controlled access).

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"Tenant Base Name" is a naming convention that will be used in all of the tenant URLs provided by Workday, as specified in Customer's initial Order Form subscribing to the Service, and which shall remain constant throughout the Term.

"Term" has the meaning set forth in Section 9.1.

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THE VALIDITY OF THIS AGREEMENT IS CONDITIONED ON WORKDAY RECEIVING A FULLY SIGNED COPY OF THIS AGREEMENT NO LATER THAN 5:00 PM PACIFIC TIME ON AUGUST 25, 2017. TO DELIVER THE AGREEMENT TO WORKDAY, PLEASE PROVIDE A SIGNED COPY TO YOUR MAIN WORKDAY CONTACT.

IN WITNESS WHEREOF, the parties' authorized signatories have duly executed this Agreement.

CITY OF VANCOUVER,
A municipal corporation

Eric Holmes, City Manager

Attest:
Natashia Ramsay
Lloyd Tyler, City Clerk

Natasha Ramsay
By: ~~Carrie Lewellen~~, Deputy City Clerk

Date: 8/15/17

Approved as to form:

E. Bronson Potter, City Attorney

WORKDAY, INC.

Signature:

Carol Richwood, VP, Finance
By: Printed Name / Title

Date: July 14, 2017

Approved as to Legal Form by:

Katie Hauck
Katie Hauck (Jul 13, 2017)

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EXHIBIT A
WORKDAY SLA SERVICE CREDIT

In the event of a failure by Workday to meet the Service Availability and Service Response minimums as set forth in the SLA, as Customer's sole and exclusive remedy, at Customer's request, Workday shall provide service credits in accordance with the following:

a. First month of missed availability or response minimum: The parties shall meet to discuss possible corrective actions

b. Second consecutive month: 10% of the Subscription Fee paid for the applicable month for the affected Service application

c. Third consecutive month: 20% of the Subscription Fee paid for the applicable month for the affected Service application

d. Fourth consecutive month: 30% of the Subscription Fee paid for the applicable month for the affected Service application

e. Fifth consecutive month: 40% of the Subscription Fee paid for the applicable month for the affected Service application

f. Sixth consecutive month: 50% of the Subscription Fee paid for the applicable month for the affected Service application

g. More than six consecutive months: Within thirty (30) days of such failure Customer shall have the option to terminate the entire Agreement and upon such termination Customer shall receive a refund of all prepaid subscription fees that are unearned as of the date such termination is effective.

h. If more than one of the above (a through g) is triggered, Customer will be eligible for the greater amount for the applicable month only. Credits shall be deducted from subsequent invoices for subscription fees or other fees or, upon expiration or termination of the Agreement, paid to Customer directly.

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EXHIBIT B
Workday Production Support and Service Level Availability Policy (SLA)

[*see Workday Production Support and Service Level Availability Policy (SLA) beginning on the following page*]

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DATA PROCESSING EXHIBIT

This Data Processing Exhibit ("**DPE**") forms part of the Master Subscription Agreement between Workday and Customer (the "**Agreement**") under which Workday provides the Workday Service to Customer.

Designated Data Center Location: United States

1. Definitions

Unless otherwise defined below, all capitalised terms have the meaning given to them in the Agreement and/or exhibits thereto.

"Additional Products" means products, services, and applications (whether made available by Workday or a third party) that are not part of the Service.

"Affiliates" has the same meaning as in the Agreement.

"Contingent Worker" for the purposes of this DPE only, means: (i) an individual (who is not a direct employee of Workday or a Workday Affiliate) that is directly engaged by Workday or a Workday Affiliate (not employed through another entity) to perform any of Workday's obligations under the Agreement or this DPE; or (ii) an individual who is engaged by Workday or a Workday Affiliate to perform any of Workday's obligations under the Agreement or DPE but employed through a staffing firm entity where such entity is in the business of providing staffing augmentation but does not undertake responsibility for the direct supervision of the individual. For the purpose of this DPE, Contingent Workers shall be treated like Workday employees and Workday shall be liable for the acts and omissions of any Contingent Workers to the same extent as if the acts or omissions were performed by Workday.

"Customer" has the same meaning as in the Agreement.

"Customer Audit Program" means Workday's customer audit program where, subject to the then current terms of the program, Workday shall provide, and Workday customers shall pay for, an audit relating to the Service on an annual basis for each year specified in the relevant order under the program ("**Audit Program Order**"). At any time during the term of the Agreement, Customer may elect to execute an Audit Program Order.

"Customer Data" has the same meaning as in the Agreement.

"Data Controller" means the entity which alone or jointly with others, determines the purposes and means of the Processing of Personal Data.

"Data Processor" means the entity which Processes Personal Data on behalf of the Data Controller.

"Data Protection Directive" means the Data Protection Directive 95/46/EC, or any successor legislation imposing equivalent obligations, including the General Data Protection Regulation (EU) 2016/679.

"Data Protection Laws" means all data protection laws applicable to the Processing of Personal Data under this DPE, including local, state, national and/or foreign laws, treaties, and/or regulations, laws of the European Union, the European Economic Area and implementations of the Data Protection Directive into national law.

"Data Subject" means the person to whom the Personal Data relates.

"EEA" means the European Economic Area.

"Personal Data" means any Customer Data that is related to an identified or identifiable person.

"Processing or Process" means any operation or set of operations concerning Personal Data, including the collection, recording, organization, storage, updating, modification, retrieval, consultation, use, dissemination by means of transmission, distribution or making available in any other form, merging, linking as well as blocking, erasure or destruction of Personal Data.

"Service" has the same meaning as in the Agreement.

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DATA PROCESSING EXHIBIT

"Subprocessor" means a Workday Affiliate or third-party entity which is not a Contingent Worker engaged by Workday or a Workday Affiliate as a Data Processor. For the avoidance of doubt, a co-location data center facility with physical access to the hardware containing Customer Data is not a Subprocessor under this DPE provided that the co-location data center and its personnel are not provided access to the Customer Data stored on such hardware.

"Valid Transfer Mechanism" means a data transfer mechanism recognized by the European Commission as a legitimate basis for the transfer of Personal Data outside the EEA.

2. Processing Personal Data

2.1 Scope and Role of the Parties. This DPE applies to the Processing of Personal Data by Workday to provide the Service, as described in the Agreement. For the purposes of this DPE, Customer and its Affiliates are the Data Controller(s) and Workday is the Data Processor, Processing Personal Data on Customer's behalf.

2.2 Instructions for Processing. Workday shall Process Personal Data in accordance with and only to the extent required by Customer's instructions. The Agreement and this DPE are Customer's instructions to Workday for Processing Personal Data in connection with the Service. Customer may provide additional instructions to Workday to the extent such instructions are consistent with the terms and scope of the Agreement and this DPE.

2.3 Extra-Contractual Instructions. If Customer's additional instructions are not consistent with the terms or the scope of the Agreement and this DPE, they are considered **"Extra-Contractual Instructions."** Customer agrees Workday is not obligated to perform Extra-Contractual Instructions. Customer further agrees Workday may require negotiation of additional terms and fees to perform Extra-Contractual Instructions.

2.4 Relief from Liability. Customer agrees that Workday shall be entitled to relief from liability in circumstances where a Data Subject makes a claim or complaint with regards to Workday's actions to the extent that such actions directly result from following Customer's instructions.

2.5 Compliance with Laws. Workday shall comply with all Data Protection Laws applicable to Workday in its role as a Data Processor Processing Personal Data. For the avoidance of doubt, Workday is not responsible for complying with Data Protection Laws applicable to Customer or Customer's industry such as those not generally applicable to online service providers. Customer shall comply with all Data Protection Laws applicable to Customer as a Data Controller.

3. Subprocessors

3.1 Use of Subprocessors. Customer acknowledges and agrees that Workday and Workday Affiliates may engage Subprocessors to Process Personal Data. Any such Subprocessor will be permitted to Process Personal Data only to deliver the services Workday or the Workday Affiliate has retained them to provide, and will be prohibited from Processing Personal Data for any other purpose. Prior to giving any Subprocessor access to Personal Data, Workday or the Workday Affiliate shall ensure that such Subprocessor has entered into a written agreement requiring that the Subprocessor abide by terms no less protective than those provided in this DPE. Workday shall be liable for the acts and omissions of any Subprocessors to the same extent as if the acts or omissions were performed by Workday.

3.2 Notification of New Subprocessors. Workday makes available to Customer through Workday's customer website a list of Subprocessors authorized to Process Personal Data (**"Subprocessor List"**) and provides Customer with a mechanism to obtain notice of any updates to the Subprocessor List. At least thirty (30) days prior to authorizing any new Subprocessor to Process Personal Data, Workday shall provide notice to Customer by updating the Subprocessor List. Upon Customer request, Workday will make available to Customer a summary of the data processing terms. For the avoidance of doubt, the data processing terms for Workday Affiliates are those set forth in this DPE.

3.3 Subprocessor Objection Right. To the extent Customer is established within the EEA or Switzerland, or where required by Data Protection Laws applicable to Customer, the terms of this Section 3.3 shall apply. If Customer has reasonable grounds to object to Workday's use of a new Subprocessor then Customer shall promptly, but in no case later than fourteen (14) days following Workday's notification pursuant to Section 3.2 above, provide notice to Workday. Should Workday choose to retain the objected-to Subprocessor, Workday will notify the Customer at least fourteen (14) days before authorizing the Subprocessor to Process Personal Data and then the Customer may immediately discontinue using the relevant portion(s) of the Service and may terminate the relevant portion(s) of the Service within

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thirty (30) days. Upon any termination by Customer pursuant to this section, Workday shall refund Customer any prepaid fees for the terminated portion(s) of the Service that were to be provided after the effective date of termination.

4. Data Center Location and Data Transfers

4.1 Storage of Customer Data. Customer Data will be housed in data centers located in the Designated Data Center Location set forth herein unless the parties otherwise expressly agree in writing.

4.2 Access to Customer Data. To provide the Service as described in the Agreement, Workday and its Subprocessors will only access Customer Data from (i) countries in the EEA, (ii) countries formally recognized by the European Commission as providing an adequate level of data protection ("**Adequate Countries**") and (iii) the United States provided Workday makes available to Customer a Valid Transfer Mechanism. When Workday or its Subprocessors access Customer Data from outside the Designated Data Center Location for the purposes set forth above, Customer agrees that Customer Data may be temporarily stored in that country; however, Customer Data will also continue to be stored in a data center in the Designated Data Center Location.

4.3 Privacy Shield. Workday, Inc. is self-certified to the EU-U.S. Privacy Shield Framework maintained by the U.S. Department of Commerce ("**Privacy Shield**") and complies with its requirements for handling, collecting and transferring Personal Data from covered jurisdictions to the United States in connection with the Service. Workday will remain certified for the term of the Agreement provided that the Privacy Shield is recognized as a Valid Transfer Mechanism.

4.4 Additional Transfer Mechanisms. If a data transfer mechanism Workday offers its customers is no longer recognized as a Valid Transfer Mechanism, and/or where Workday commits to a substitute or additional Valid Transfer Mechanism, Workday shall notify Customer of the Valid Transfer Mechanisms Workday is offering its customers through a communication to Workday's general customer base, such as notification through Workday's customer website.

5. Rights of Data Subjects

5.1 Correction, Deletion or Blocking. Workday will, as necessary to enable Customer to meet its obligations under applicable Data Protection Laws, either (i) provide Customer with the ability to correct, delete or block Personal Data within the Service; or (ii) make such corrections, deletions, or blockages on Customer's behalf if such functionality is not available within the Service (with the choice between (i) and (ii) being at Workday's discretion).

5.2 Access to Personal Data. To the extent information relating to a Data Subject is not accessible to Customer through the Service, Workday will, as necessary to enable Customer to meet its obligations under applicable Data Protection Laws, provide reasonable assistance to make such information available to Customer through the Workday support and Customer Audit Program.

5.3 Handling of Data Subject Requests. For the avoidance of doubt, Customer is responsible for responding to Data Subject requests for access, correction, deletion or blocking of that person's Personal Data ("**Data Subject Request**"). If Workday receives a Data Subject Request, Workday shall promptly redirect the Data Subject to Customer.

5.4 Data Portability. During the term of the Agreement, Customer may extract Customer Data in accordance with the relevant provisions of the Agreement

6. Government Access Requests

Unless prohibited by applicable law or a legally-binding request of law enforcement, Workday shall promptly notify Customer of any request by government official, data protection supervisory authority or law enforcement authority for access to or seizure of Personal Data.

7. Workday Personnel

Workday shall take reasonable steps to require screening of its personnel who may have access to Personal Data, and shall require such personnel to receive appropriate training on their responsibilities and sign confidentiality agreements with Workday. Such confidentiality obligations shall survive the termination of employment.

DATA PROCESSING EXHIBIT

8. Security

8.1 Unauthorised Disclosure. Workday shall promptly notify Customer of any unauthorised disclosure of Personal Data in accordance with the relevant provisions of the Agreement.

8.2 Security Program. Workday maintains a comprehensive, written information security program that contains administrative, technical, and physical safeguards that are appropriate to (i) the size, scope and type of Workday's business; (ii) the amount of resources available to Workday; (iii) the type of information that Workday will store; and (iv) the need for security and confidentiality of such information. Workday's security program will be maintained in accordance with the Security Exhibit attached to the Agreement.

9. Audit

Customer agrees that, except as otherwise provided in this Section, Workday's then-current SOC 1 and SOC 2 audit reports (or comparable industry-standard successor reports) and/or Workday's ISO 27001 and ISO 27018 Certifications will be used to satisfy any audit or inspection requests by or on behalf of Customer, and Workday shall make such reports available to Customer. In the event that Customer, a regulator, or data protection authority requires additional information or an audit related to the Service, such information and/or audit shall be made available in accordance with Workday's Customer Audit Program.

10. Return and Deletion of Customer Data

Workday shall return and delete Customer Data in accordance with the relevant provisions of the Agreement.

11. Additional Products

Customer acknowledges that if it installs, uses, or enables Additional Products that interoperate with the Service but are not part of the Service itself, then by such actions Customer is instructing Workday to cause the Service to allow such Additional Products to access Personal Data as required for the interoperation of those Additional Products with the Service. Such separate Additional Products are not required to use the Service and may be restricted for use as determined by Customer's system administrator. This DPE does not apply to the Processing of Personal Data outside of the Service.

12. Additional European Terms

To the extent Customer has Data Subjects in the EEA or Switzerland, the terms in this Section will apply.

12.1 Duration of Data Processing. The duration of Processing Personal Data shall be for the term of the Agreement.

12.2 Scope and Purpose of Data Processing. The scope and purpose of Processing of Personal Data is to perform the Service, as described in this DPE and the Agreement.

13. General Provisions

13.1 Customer Affiliates. Customer is responsible for coordinating all communication with Workday on behalf of its Affiliates with regard to this DPE.

13.2 Disclosure of DPE Terms. Customer or its Affiliates may only disclose the terms of this DPE to a data protection regulatory authority to the extent required by law or regulatory authority, such as notifications or approvals. Furthermore, Customer shall take reasonable endeavours to ensure that data protection regulatory authorities do not make this DPE public, including:

i. marking copies of this DPE as "Confidential and Commercially Sensitive";

ii. requesting return of this DPE once the regulatory notification has been completed or approval granted; and

iii. requesting prior notice and consultation before any disclosure of this DPE by the regulatory authority.

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DATA PROCESSING EXHIBIT

13.3 Termination. The term of this DPE will end simultaneously and automatically with the termination of the Agreement, but Workday will continue to protect Personal Data in accordance with the terms of this DPE until all Personal Data is deleted from Workday's systems.

13.4 Conflict. This DPE is subject to the non-conflicting terms of the Agreement. With regard to the subject matter of this DPE, in the event of inconsistencies between the provisions of this DPE and the Agreement, the provisions of this DPE shall prevail with regard to the parties' data protection obligations.

13.5 Customer Affiliate Enforcement. Customer's Affiliates may enforce the terms of this DPE directly against Workday, subject to the following provisions:

i. the Customer will bring any legal action, suit, claim or proceeding which that Affiliate would otherwise have if it were a party to the Agreement (each an "**Affiliate Claim**") directly against Workday on behalf of such Affiliate, unless if the applicable Data Protection Laws to which the relevant Affiliate is subject requires that the Affiliate itself bring or be party to such Affiliate Claim; and

ii. for the purpose of any Affiliate Claim brought directly against Workday by Customer on behalf of such Affiliate in accordance with this Section, any losses suffered by the relevant Affiliate may be deemed to be losses suffered by Customer.

13.6 Remedies. Customer's remedies (including those of its Affiliates making an Affiliate Claim directly against Workday in accordance with Section 12.5 above) with respect to any breach by Workday of the terms of this DPE will be subject to any aggregate limitation of liability that applies to the Customer under the Agreement.

13.7 Miscellaneous. The section headings contained in this DPE are for reference purposes only and shall not in any way affect the meaning or interpretation of this DPE.

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Workday Production Support and Service Level Availability Policy (SLA)

Workday's Software as a Service ("Service") is based on a multi-tenanted operating model that applies common, consistent management practices for all customers using the service. This common operating model allows Workday to provide the high level of service reflected in our business agreements. This document communicates Workday's Production Support and Service Level Availability Policy ("SLA") with its customers. Capitalized terms, unless otherwise defined herein, shall have the same meaning as in the Workday Master Subscription Agreement.

1. Technical Assistance Terms:

Workday will provide Customer with 24x7x365 technical assistance in accordance with this SLA.

2. Service Availability:

Workday's Service Availability commitment for a given calendar month is 99.5%.

Service Availability is calculated per month as follows:

$$\left(\frac{\text{Total} - \text{Unplanned Outage} - \text{Planned Maintenance}}{\text{Total} - \text{Planned Maintenance}} \right) \text{ X } 100 \geq 99.5\%$$

Definitions:

- **Total** is the total minutes in the month
- **Unplanned Outage** is total minutes unavailable in the month outside of the Planned Maintenance window
- **Planned Maintenance** is total minutes of planned maintenance in the month.

Currently, Planned Maintenance is four (4) hours for weekly maintenance, plus four (4) hours for monthly maintenance, plus four (4) hours for quarterly maintenance. Workday's current weekly maintenance begins at 2:00 am (Eastern) on Saturday; monthly maintenance begins at 6:00 am (Eastern) on Saturday; and quarterly maintenance begins at 10:00 am (Eastern) on Saturday. All times are subject to change upon thirty (30) days' notice provided in the Workday Community (https://community.workday.com) and any such change shall not lengthen the duration of the associated maintenance window.

If actual maintenance exceeds the time allotted for Planned Maintenance it is considered an Unplanned Outage. If actual maintenance is less than time allotted for Planned Maintenance, that time is not applied as a credit to offset any Unplanned Outage time for the month.

The measurement point for Service Availability is the availability of the Workday production tenants at the Workday production data center's Internet connection points. Customer may request an availability report not more than once per month via the Customer Center (the Workday case management system).

3. Workday Feature Release and Service Update Process:

Periodically, Workday introduces new features in the Workday Service with enhanced functionality across Workday applications. Features and functionality will be made available as part of a major feature release ("Feature Release") or as part of weekly service updates ("Service Updates"). Feature Releases will take place approximately twice per year. The frequency of Feature Release availability may be increased or decreased by Workday at Workday's discretion. Specific information and timelines for Feature Releases and Service Updates can be found on the Workday Community (https://community.workday.com). Feature Releases will be performed during a weekend within any Planned Maintenance.

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Workday Production Support and Service Level Availability Policy (SLA)

4. Service Response:

Workday's Service Response commitment is: (i) not less than 50% of (online) transactions in two (2) seconds or less and (ii) not more than 10% in five (5) seconds or more. Service Response is the processing time of the Workday production tenants in the Workday production data center to complete transactions submitted from a web browser. This Service Response commitment excludes requests submitted via Workday Web Services.

The time required to complete the request will be measured from the point in time when the request has been fully received by the encryption endpoint in the Workday Production data center, until such time as the response begins to be returned for transmission to Customer. Customer may request a response time report not more than once per month via the Customer Center.

5. Disaster Recovery:

Workday will maintain a disaster recovery plan for the Workday production tenants in conformance with Workday's most current Disaster Recovery Summary, the current version of which can be viewed on the Workday Community. Workday commits to a recovery time objective of twelve (12) hours - measured from the time that the Workday production tenant becomes unavailable until it is available again. Workday commits to a recovery point objective of one (1) hour - measured from the time that the first transaction is lost until the Workday production tenant becomes unavailable.

Workday will test the disaster recovery plan once every six months, and will make available a written summary of the results of the most recent test available to Customers in Workday Community.

6. Case Submittal and Reporting:

Customer's Named Support Contacts may submit cases to Workday Support via the Customer Center. Named Support Contacts must be trained on the Workday product(s) for which they initiate support requests. Each case will be assigned a unique case number. Workday will respond to each case in accordance with this SLA and will work diligently toward resolution of the issue taking into consideration its severity and impact on the Customer's business operations. Actual resolution time will depend on the nature of the case and the resolution itself. A resolution may consist of a fix, workaround, delivery of information or other reasonable solution to the issue. Case reporting is available on demand via the Customer Center.

7. Severity Level Determination:

Customer shall reasonably self-diagnose each support issue and recommend to Workday an appropriate Severity Level designation. Workday shall validate Customer's Severity Level designation, or notify Customer of a proposed change in the Severity Level designation to a higher or lower level with justification for the proposal. In the event of a conflict regarding the appropriate Severity Level designation, each party shall promptly escalate such conflict to its management team for resolution through consultation between the parties' management, during which time the parties shall continue to handle the support issue in accordance with the Workday Severity Level designation. In the rare case a conflict requires a management discussion, both parties shall be available within one hour of the escalation.

8. Support Issue Production Severity Levels - Response and Escalation:

Response Time is the period from the time when Customer logs the Production case in the Customer Center until Workday responds to Customer and/or escalation within Workday, if appropriate. Because of the widely varying nature of issues, it is not possible to provide specific resolution commitments.

In the event of a Severity Level 1 or 2 issue, if Customer is not satisfied with the progress of the case, Customer may escalate the case to Workday support management using the escalation process defined for Named Support Contacts. Upon escalation, Workday support senior management is notified and a Workday escalation manager is assigned to work with Customer until the escalation is resolved.

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Workday Production Support and Service Level Availability Policy (SLA)

Severity Level 1:

- **Definition**: The Workday Service is unavailable or a Workday issue prevents timely payroll processing, tax payments, entry into time tracking and/or financials closing (month-end, quarter-end or year-end).
- **Workday Response Commitment:** Workday will respond within thirty (30) minutes of receipt of case and Workday shall remain accessible for troubleshooting from the time a Severity 1 issue is logged until such time as it is resolved.
- **Resolution**: Workday will work to resolve the problem until the Service is returned to normal operation. Customer will be notified of status changes.
- **Escalation**: If the problem has not been resolved within one (1) hour, Workday will escalate the problem to the appropriate Workday organization. The escalated problem will have higher priority than ongoing support, development or operations initiatives.
- **Customer Response Commitment:** Customer shall remain accessible for troubleshooting from the time a Severity 1 issue is logged until such time as it is resolved.

Severity Level 2:

- **Definition**: The Workday Service contains an issue that prevents Customer from executing one or more critical business processes with a significant impact and no workaround exists.
- **Workday Response Commitment:** Workday will respond within one (1) hour of receipt of case and Workday shall remain accessible for troubleshooting from the time a Severity 2 issue is logged until such time as it is resolved.
- **Resolution**: Workday will work to resolve the problem until the Service is returned to normal operation. Customer will be notified of status changes.
- **Escalation**: If the problem has not been resolved within four (4) hours, Customer may request that Workday escalate the problem to the appropriate Workday organization where the escalated problem will have higher priority than ongoing development or operations initiatives.
- **Customer Response Commitment**: Customer shall remain accessible for troubleshooting from the time a Severity 2 issue is logged until such time as it is resolved.

Severity Level 3:

- **Definition**: The Workday Service contains an issue that prevents Customer from executing one or more important business processes. A workaround exists but is not optimal.
- **Workday Response Commitment:** Workday will respond within four (4) hours of receipt of case.
- **Resolution**: If resolution requires a Workday issue fix, Workday will add the issue fix to its development queue for future Update and suggest potential workaround until the problem is resolved in a future Update. Customer will be notified of status changes.
- **Escalation**: If progress is not being made to Customer's satisfaction, Customer may request that Workday escalate the problem to the appropriate Workday organization
- **Customer Response Commitment:** Customer will respond to Workday requests for additional information and implement recommended solutions in a timely manner.

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Severity Level 4:

- **Definition:** The Workday Service contains an issue that may disrupt important business processes where a workaround is available or functionality is not imperative to Customer's business operations.
- **Workday Response Commitment**: Workday will respond within twenty-four (24) hours of receipt of case.
- **Resolution:** If resolution requires a Workday issue fix, Workday will add the issue fix to its development queue for future Update and suggest potential workaround until the problem is resolved in a future Update. Customer will be notified of status changes.
- **Escalation**: If progress is not being made to Customer's satisfaction, Customer may request that Workday escalate the problem to the appropriate Workday organization.
- **Customer Response Commitment:** Customer will respond to Workday requests for additional information and implement recommended solutions in a timely manner.

Severity Level 5 (Including Customer Care and Operations Requests):

- **Definition**: Non-system issues such as Named Support Contact change, requests for SLA reports or business documents, etc. Questions about configuration and functionality should be addressed to the Workday Community. If necessary to open a Support case requesting assistance, Severity 5 should be used.
- **Workday Response Commitment:** Workday will respond within twenty-four (24) hours of receipt of case.
- **Resolution Commitment:** Workday will respond to request. Customer will be notified of status changes.
- **Escalation:** If progress is not being made to Customer's satisfaction, Customer may request that Workday escalate the problem to the appropriate Workday organization.
- **Customer Commitment:** Customer will respond to Workday requests for additional information in a timely manner.

9. Workday Support Scope:

Workday will support functionality that is delivered by Workday as part of the Service. For all other functionality, and/or issues or errors in the Workday Service caused by issues, errors and/or changes in Customer's information systems and/or third party products or services, Workday may assist Customer and its third party providers in diagnosing and resolving issues or errors but Customer acknowledges that these matters are outside of Workday's support obligations. Service Level failures attributable to (i) Customer's acts or omissions; and (ii) Force Majeure events shall be excused.

10. Workday Web Services API Support:

Workday recommends using the most recent version of the Workday Web Services (WWS) APIs in order to receive optimum performance and stability. Prior versions of WWS APIs are updated to support backward-compatibility for all prior versions of WWS APIs that have not reached an end-of-life status. End-of-life announcements will be made not less than eighteen (18) months before the end-of-life of each WWS API. All announcements surrounding the WWS APIs will be communicated through Workday Community.

Backward compatibility means that an integration created to work with a given WWS API version will continue to work with that same WWS API version even as Workday introduces new WWS API versions. With the exception of backward-compatibility updates, prior versions of WWS APIs are not enhanced.

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Security Exhibit

Workday maintains a comprehensive, written information security program that contains administrative, technical, and physical safeguards that are appropriate to (a) the size, scope and type of Workday's business; (b) the amount of resources available to Workday; (c) the type of information that Workday will store; and (d) the need for security and confidentiality of such information.

Workday's security program is designed to:

- Protect the confidentiality, integrity, and availability of Customer Data in Workday's possession or control or to which Workday has access;
- Protect against any anticipated threats or hazards to the confidentiality, integrity, and availability of Customer Data;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of Customer Data;
- Protect against accidental loss or destruction of, or damage to, Customer Data; and
- Safeguard information as set forth in any local, state or federal regulations by which Workday may be regulated.

Without limiting the generality of the foregoing, Workday's security program includes:

1. **Security Awareness and Training**. A mandatory security awareness and training program for all members of Workday's workforce (including management), which includes:

   a) Training on how to implement and comply with its Information Security Program;

   b) Promoting a culture of security awareness through periodic communications from senior management with employees.

2. **Access Controls**. Policies, procedures, and logical controls:

   a) To limit access to its information systems and the facility or facilities in which they are housed to properly authorized persons;

   b) To prevent those workforce members and others who should not have access from obtaining access; and

   c) To remove access in a timely basis in the event of a change in job responsibilities or job status.

3. **Physical and Environmental Security**. Controls that provide reasonable assurance that access to physical servers at the production data center is limited to properly authorized individuals and that environmental controls are established to detect, prevent and control destruction due to environmental extremes. These controls include:

   a) Logging and monitoring of unauthorized access attempts to the data center by the data center security personnel;

   b) Camera surveillance systems at critical internal and external entry points to the data center;

   c) Systems that monitor and control the air temperature and humidity at appropriate levels for the computing equipment; and

   d) Uninterruptible Power Supply (UPS) modules and backup generators that provide back-up power in the event of an electrical failure.

4. **Security Incident Procedures**. A security incident response plan that includes procedures to be followed in the event of any security breach of Customer Data or any security breach of any application or system directly associated with the accessing, processing, storage, communication or transmission of Customer Data. Such procedures include:

   a) Roles and responsibilities: formation of an internal incident response team with a response leader;

   b) Investigation: assessing the risk the incident poses and determining who may be affected;

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c) Communication: internal reporting as well as a notification process in the event of unauthorized disclosure of Customer Data in accordance with the Master Agreement;

d) Recordkeeping: keeping a permanent record of what was done and by whom to help in later analysis and possible legal action; and

e) Audit: conducting and documenting root cause analysis and remediation plan.

5. **Contingency Planning/Disaster Recovery**. Policies and procedures for responding to an emergency or other occurrence (for example, fire, vandalism, system failure, pandemic flu, and natural disaster) that could damage Customer Data or production systems that contain Customer Data. Such procedures include:

   a) Data Backups: A policy for performing periodic backups of production file systems and databases according to a defined schedule;

   b) Disaster Recovery: A formal disaster recovery plan for the production data center, including:

      i) Requirements for the disaster plan to be tested on a regular basis, currently twice a year; and

      ii) A documented executive summary of the Disaster Recovery testing, at least annually, which is available upon request to customers.

   c) Business Continuity Plan: A formal process to address the framework by which an unplanned event might be managed in order to minimize the loss of vital resources.

6. **Audit Controls**. Hardware, software, and/or procedural mechanisms that record and examine activity in information systems that contain or use electronic information, including appropriate logs and reports concerning these security requirements.

7. **Data Integrity**. Policies and procedures to ensure the confidentiality, integrity, and availability of Customer Data and protect it from disclosure, improper alteration, or destruction.

8. **Storage and Transmission Security**. Technical security measures to guard against unauthorized access to Customer Data that is being transmitted over a public electronic communications network or stored electronically. Such measures include requiring encryption of any Customer Data stored on desktops, laptops or other removable storage devices.

9. **Secure Disposal**. Policies and procedures regarding the disposal of tangible property containing Customer Data, taking into account available technology so that Customer Data cannot be practicably read or reconstructed.

10. **Assigned Security Responsibility**. Assigning responsibility for the development, implementation, and maintenance of its Information Security Program, including:

    a) Designating a security official with overall responsibility;

    b) Defining security roles and responsibilities for individuals with security responsibilities; and

    c) Designating a Security Council consisting of cross-functional management representatives to meet on a regular basis.

11. **Testing**. Regularly testing of the key controls, systems and procedures of its information security program to validate that they are properly implemented and effective in addressing the threats and risks identified. Such testing includes:

    a) Internal risk assessments;

    b) ISO 27001 certification; and

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c) SSAE Type II (or successor standard) audits twice annually.

12. **Monitoring**. Monitoring the network and production systems, including error logs on servers, disks and security events for any potential problems. Such monitoring includes:

    a) Reviewing changes affecting systems handling authentication, authorization, and auditing;

    b) Reviewing privileged access to Workday production systems; and

    c) Engaging third parties to perform network vulnerability assessments and penetration testing on a regular basis.

13. **Change and Configuration Management**. Maintaining policies and procedures for managing changes to production systems, applications, and databases. Such policies and procedures include:

    a) A process for documenting, testing and approving the promotion of changes into production;

    b) A security patching process that requires patching systems in a timely manner based on a risk analysis; and

    c) A process for Workday to utilize a third party to conduct web application level security assessments. These assessments generally include testing for:

        i) Cross-site request forgery

        ii) Improper input handling (e.g. cross-site scripting, SQL injection, XML injection, cross-site flashing)

        iii) XML and SOAP attacks

        iv) Weak session management

        v) Data validation flaws and data model constraint inconsistencies

        vi) Insufficient authentication

        vii) Insufficient authorization

14. **Program Adjustments**. Workday monitors, evaluates, and adjusts, as appropriate, the security program in light of:

    a) Any relevant changes in technology and any internal or external threats to Workday or the Customer Data;

    b) Security and data privacy regulations applicable to Workday; and

    c) Workday's own changing business arrangements, such as mergers and acquisitions, alliances and joint ventures, outsourcing arrangements, and changes to information systems.

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ORDER FORM # 00128302.0
TO MASTER SUBSCRIPTION AGREEMENT ("MSA")

Customer Name	City of Vancouver, WA
MSA Effective Date	See MSA executed herewith
Order Effective Date	The later of the dates beneath the parties' signatures below
Currency	USD
Total Training Fees	$265,470

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the MSA, invoiced upon Order Effective Date	163,094
2	Due on first anniversary of the Order Term start date	25,594
3	Due on second anniversary of the Order Term start date	25,594
4	Due on third anniversary of the Order Term start date	25,594
5	Due on fourth anniversary of the Order Term start date	25,594
	Total Payment Amount	**$265,470**

SKU	Training Offering	Price Per TC	Quantity	Training Fees
TC	Training Credits (prepaid)	550	250	137,500

SKU	Training Offering	Annual Rate	Years	Quantity	LOD Fees for Order Term
LODHCM10	Learn On-Demand – HCM Library 10 Initial Users	5,000	5	1	25,000
LODPAY10	Learn On-Demand - Payroll/Absence/Time Tracking Library 10 Initial Users	5,000	5	1	25,000
LODFIN10	Learn On-Demand – Financials Library 10 Initial Users	5,000	5	1	25,000
LODTECH10	Learn On-Demand – Cross-Application Technology Library 10 Initial Users	5,000	5	1	25,000
Total LOD Fees for Order Term					**100,000**
LOD Order Term: August 25, 2017 through August 24, 2022					

SKU	Training Offering	Total Number of FSE Workers	AK Fees for Order Term
AK	Adoption Kit	1,188	27,970

AK Order Term: August 25, 2017 through August 24, 2022

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The link to the LOD and Adoption Kit offerings will be delivered to the respective LOD and Adoption Kit Named User designated below. The Customer is responsible for providing accurate email addresses below.

Customer Contact Information	Billing	LOD Named User/ Training Coordinator	Adoption Kit Named User
Contact Name	Scott Cooley	Scott Cooley	Scott Cooley
Street Address City/Town, State/Region/ Zip/Post Code Country	City Hall 415 W. 6th St. Vancouver WA 98660 United States	City Hall 415 W. 6th St. Vancouver WA 98660 United States	City Hall 415 W. 6th St. Vancouver WA 98660 United States
Phone/Fax #	(360) 487-7664	(360) 487-7664	(360) 487-7664
Email (required)	scott.cooley@cityofvancouver.us	scott.cooley@cityofvancouver.us	scott.cooley@cityofvancouver.us

This Order Form is only valid and binding on the parties when executed by both parties and is subject to the additional terms in the above-referenced MSA and in Addendum A attached hereto. All remittance advice and invoice inquiries can be directed to Accounts.Receivable@workday.com.

THE VALIDITY OF THIS ORDER FORM IS CONDITIONED ON WORKDAY RECEIVING A FULLY SIGNED COPY OF THIS ORDER FORM NO LATER THAN 5:00 PM PACIFIC TIME ON August 25, 2017. TO DELIVER THE ORDER FORM TO WORKDAY, PLEASE PROVIDE A SIGNED COPY TO YOUR MAIN WORKDAY CONTACT.

IN WITNESS WHEREOF, this Order Form is entered into and becomes a binding part of the above-referenced MSA as of the "**Order Effective Date**", defined above.

City of Vancouver, WA	**Workday, Inc.**
Signature	Signature
Eric Holmes	Carol Richwood
Name	Name
City Manager	VP, Finance
Title	Title
8/15/17	July 14, 2017
Date Signed	Date Signed

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ADDENDUM A
ADDITIONAL ORDER FORM TERMS – TRAINING

Unless otherwise defined herein, capitalized terms used in this Order Form have the same meaning as set forth in the referenced MSA. In the event of a conflict between the terms of this Order Form and the terms of the MSA, the terms of this Order Form shall prevail.

1. **Training Terms.** The Training Credits purchased under this Order Form expire twenty-four (24) months from the Order Effective Date. Each Training Credit may be used for either: (i) one day of in person attendance for one attendee to a Workday classroom training course at a designated Workday facility, (ii) one day of in person attendance for one attendee to a Workday instructor-led onsite training course at a Customer facility, or (iii) two days of virtual (online remote) attendance for one registered attendee to a Workday virtual instructor-led training course. The registered attendee shall not permit others to participate. Customer may not register for and apply Training Credits to training until such Training Credits are purchased pursuant to an Order Form. Customer may not retroactively apply subsequently purchased Training Credits to training for which registration occurred before the applicable Order Effective Date. If Customer registers for training without an adequate prepaid Training Credit balance, Workday list prices will apply. The number of Training Credits required for an attendee to attend a specific course varies by the duration of the course (in days). Specific offerings and the requisite number of Training Credits for attendance are set forth in Workday's current training catalog. Any Customer request for a cancellation of a class enrollment must be submitted as a Training Case via the Customer Center by the Customer Training Coordinator at least seven (7) full calendar days prior to the scheduled start date of the class. Cancellation requests received less than seven (7) calendar days prior to the scheduled start date will not be honored and are subject to the full training fee.

2. **Training Credit Bulk Purchase Option.** Workday's discounted bulk purchase rates will be applied to the cumulative number of Training Credits purchased during a rolling 12-month period provided Customer prepays for all such purchases. Discounted rates will not be applied retroactively for previously purchased Training Credits. Any a la carte training purchases, including purchases of courses from the Learning Management System (LMS) course list, will not count toward the cumulative number of Training Credits purchased for the purpose of bulk purchase rates. The following rates apply to the bulk purchases made within the 12-month period following the Order Effective Date:

Prepaid Training Credits Acquired	Rate Per Training Credit
0 – 25	USD $ 650
26 – 50	USD $ 630
51 – 75	USD $ 610
76 – 100	USD $ 590
101-249	USD $ 570
250+	USD $ 550

3. **On-Site Training Terms.** On-site training at Customer's site is subject to Workday's approval and the following terms. Customer will provide the required training facility in accordance with the Workday-provided specifications for room set-up, hardware and Internet connectivity requirements. Each attendee will have an individual workstation complete with Internet connectivity. On-site training fees will be billed in advance or Customer may utilize Training Credits purchased on a previous Order Form if fully paid. In addition to the applicable fees for the Training Credits, Customer will be responsible for the reasonable and actual travel and living expenses incurred by the instructor(s) which will be invoiced after the session. Prior to confirming the on-site training, upon request from Customer, Workday will provide customer with an estimate of the travel expenses for that specific on-site request. Workday will make reasonable efforts to use local hotels where Customer has negotiated rates. Customer is under no obligation to confirm the on-site based on this estimate. On-site training not completed in the period scheduled will not be refunded, nor will it be applied to any other Workday service offering. The minimum and maximum number of students for any on-site training is thirteen (13) minimum and eighteen (18) maximum.

4. **Learn On-Demand Terms.** The first **Learn On-Demand** ("LOD") SKU of each Library purchased by Customer is for ten (10) Named Users. Each "**5 Additional Users**" SKU is for five (5) additional Named Users for the stated Library. A "**Library**" is a bundle of specific, related training concepts. Library offerings currently include: (i) "HCM", (ii) "Cross Application Technology", (iii) "Financials", (iv) "Workday Payroll", and (v) "Education & Government". A "**Named User**"

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is an eligible Employee of Customer for which Customer has provided Workday a valid name and e-mail address. Each Named User will be assigned a password granting the Named User access to the LOD. Named Users may not be substituted without the prior written consent of Workday, which will not be unreasonably withheld. Each Named User may access all of the LOD content within a specific Library during the stated number of years above

5. Adoption Kit Terms. The Adoption Kit includes: (i) all content listed in the applicable overview provided therewith as well as any additional content made generally available by Workday during the Adoption Kit Order Term, (ii) a facilitators guide, (iii) an FAQ, (iv) videos, and (v) sample internal marketing materials. During the Adoption Kit Order Term, Workday hereby grants to Customer a non-exclusive, nontransferable license to use, copy, customize and create derivative works of the Adoption Kits solely for the purpose of internally distributing the relevant Adoption Kit material to promote internal use of the Service by Customer's Employees. Customer shall reproduce all Workday proprietary rights notices and headings on any copies, in the same manner in which such notices were set forth in or on the original. Customer is solely responsible for the accuracy of any modifications or customizations of the Adoption Kits made by it. Subject to Workday's underlying intellectual property rights in the Adoption Kits and the Service, Customer owns all improvements and other materials that Customer may develop, make or conceive, either solely or jointly with others (but not with Workday), whether arising from Customer's own efforts or suggestions received from any source other than Workday, that relate to the Adoption Kits ("Adoption Kit Improvements"). Customer grants to Workday a royalty-free, irrevocable license to use, copy, distribute, and create derivative works of any and all Adoption Kit Improvements. Customer agrees that Adoption Kit Improvements may include Workday Confidential Information that is subject to the nondisclosure and use restrictions set forth in the MSA. Customer agrees that it will not assert a claim for, or file suit for, or take any other action in furtherance of any alleged or actual infringement or misappropriation of the rights in or associated with any Adoption Kit Improvements should Workday create similar materials independently.

6. Miscellaneous Training Terms. Workday training is for use by Customer Employees and Authorized Parties only and for purposes consistent with the MSA. In no event will Customer allow third parties to access or use Workday training or related materials, including, but not limited to, other existing or potential Workday customers or partners. Workday training classes and courses may not be videotaped, recorded, downloaded or duplicated without Workday's prior written consent. This Order Form is non-cancelable and associated fees are non-refundable and non-transferable, and cannot be used as a credit toward any other amounts due to Workday. Customer will pay for all classroom and virtual training courses attended by Customer's Employees and Customer's Authorized Parties. Workday may utilize an external learning management system for training enrollment and tracking of course attendance. Customer understands that any such system is not part of the Workday Service.

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ORDER FORM # 00128301.0
TO MASTER SUBSCRIPTION AGREEMENT ("MSA")

Customer Name	City of Vancouver, WA
MSA Effective Date	See MSA executed herewith
Order Effective Date	The later of the dates beneath the parties' signatures below
Order Term	August 25, 2017 through August 24, 2022
Order Term in Months	60
Currency	USD
Total Subscription Fee	2,719,005

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the MSA, invoiced upon Order Effective Date	543,801
2	Due on first anniversary of the Order Term start date	543,801
3	Due on second anniversary of the Order Term start date	543,801
4	Due on third anniversary of the Order Term start date	543,801
5	Due on fourth anniversary of the Order Term start date	543,801
	Total Payment Amount	**2,719,005**

Permitted Baseline FSE Worker Count by SKU			
SKU	**Service**	**Permitted Baseline FSE Worker Count for Year 1**	**Permitted Baseline FSE Worker Count for Year 2 through Year 5**
HCM	Human Capital Management	1,188	1,188
CCB	Cloud Connect for Benefits	1,183	1,183
USP5	Payroll for United States	1,183	1,183
TT	Time Tracking	1,183	1,183
PRJT	Projects	500	500
EXP	Expenses	1,183	1,183
INV	Inventory	500	500
PRO	Procurement	500	500
FIN	Core Financials	1,183	1,183
GM	Grants Management	1,183	1,183
PLN	Planning	0	1,183
REC	Recruiting	1,183	1,183
LRN	Learning	0	1,183

Annual Fee per Additional FSE Worker per SKU	
HCM	83.90
PRJT, INV, PRO *(combined)*	117.45
CCB, USP, TT, EXP, FIN, GM, PLN, REC, LRN *(combined)*	335.91

Language Translations	**Number of Language Translations**
Number of languages	All Available

Number of Named Support Contacts*	6

** Named Support Contacts are the contacts that may request and receive support services from Workday and must be trained on the Workday product(s) for which they initiate support requests.*

Tenant Base Name*	cityofvancouver

**Tenant Base Name is the naming convention that will be used in all of the Tenant URLs provided by Workday, which shall remain constant.*

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Customer Contact Information	Billing	Customer Support
Contact Name	Scott Cooley	Scott Cooley
Street Address City/Town, State/Region/County, Zip/Post Code, Country	City Hall 415 W. 6th St. Vancouver WA 98660 United States	City Hall 415 W. 6th St. Vancouver WA 98660 United States
Phone/Fax #	(360) 487-7664	(360) 487-7664
Email (required)	scott.cooley@cityofvancouver.us	scott.cooley@cityofvancouver.us

This Order Form is only valid and binding on the parties when executed by both parties and is subject to the additional terms in the above-referenced MSA and in Addendum A attached hereto. Learning is also subject to the terms in Addendum C attached hereto. Customer is purchasing the Service that is currently available. All remittance advice and invoice inquiries can be directed to Accounts.Receivable@workday.com.

THE VALIDITY OF THIS ORDER FORM IS CONDITIONED ON WORKDAY RECEIVING A FULLY SIGNED COPY OF THIS ORDER FORM NO LATER THAN 5:00 PM PACIFIC TIME ON August 25, 2017. TO DELIVER THE ORDER FORM TO WORKDAY, PLEASE PROVIDE A SIGNED COPY TO YOUR MAIN WORKDAY CONTACT.

IN WITNESS WHEREOF, this Order Form is entered into and becomes a binding part of the above-referenced MSA as of the Order Effective Date.

City of Vancouver, WA	**Workday, Inc.**
Signature	Signature
Eric Holmes	Carol Richwood
Name	Name
City Manager	VP, Finance
Title	Title
8/15/17	July 14, 2017
Date Signed	Date Signed

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ADDENDUM A
ADDITIONAL ORDER FORM TERMS

1. General. Unless otherwise defined herein, capitalized terms used in this Order Form have the same meaning as set forth in the referenced MSA between Workday and Customer (the "Agreement"). In the event of a conflict between the terms of this Order Form and the terms of the Agreement, the terms of this Order Form shall prevail. References to "Annual" or "Year" in this Order Form mean the consecutive 12-month period during the Order Term. The right to use the "Service" that is granted to Customer hereunder is limited to those SKUs listed on the Order Form. The total Subscription Fee for the use of the Service during the Order Term is only for the stated permitted number of Employees. The Service is provided in U.S. English. Customer and its Authorized Parties may only use the translated portions of the Service for the number of languages listed in this Order Form to the extent Workday has translated portions of the Service into other languages (if and when available), and the same languages must be used for all Service applications subscribed to. The rights for the number of Employees set forth on this Order Form cannot be decreased during the Order Term. Except as stated herein, the Service may be used by Customer on a worldwide basis, subject to export regulations. Workday makes country-specific features available only in accordance with the Documentation. USP is limited to use in the United States.

2. FSE Workers and Growth. The maximum number of Full-Service Equivalent Workers ("FSE Workers") for which the Service may be used by Customer and which are included in the Subscription Fee is as set forth in this Order Form. The number of FSE Workers is calculated by first multiplying the number of workers in each category of workers by the applicable percentage rate specified below and then adding the resulting numbers for each category of worker together for a total sum. For FIN, REC and LRN, the total number of active worker records (employee and non-employee but excluding Former Workers with Access) will be reported and will be used for the calculation of Additional FSE Workers for FIN, REC and LRN.

Sample Total FSE Worker Calculation:

Worker Category	Applicable Number	Applicable Percentage	FSE Worker Calculation
Full-Time Employees	2,000	100.0%	2,000
Part-Time Employees	500	25.0%	125
Associates	100	12.5%	13
Former Workers with Access	0	2.5%	0
Totals:	**2,600**		**2,138**

The Service may be used by Customer only for the following categories of Employees/Workers:

"**Full-Time Employee**" is an employee of Customer regularly scheduled for more than twenty hours per week regardless of the method of payment or actual hours worked, whether or not such employee is eligible to receive employee benefits in accordance with Customer's internal standard practices. A Full-Time Employee will be considered non-temporary if they are hired to work for a period of more than 3 months in a given year.

"**Part-Time Employee**" is an employee of Customer regularly scheduled for twenty hours per week or less regardless of the method of payment or actual hours worked, whether or not such employee is eligible to receive employee benefits in accordance with Customer's internal standard practices. A Part-Time Employee will be considered non-temporary if they are hired to work for a period of more than 3 months in a given year.

"**Associate**" is an individual not counted as a Full-Time or Part-Time Employee but in one of the following categories: temporary employees, independent contractors and affiliated non-employees including, but not limited to, volunteers and vendors.

"**Former Worker With Access**" is a former worker that continues to have access to the Service through the Employee Self-Service features.

Information related to former employees, consultants, contingent workers, independent contractors and retirees in the form of static, historical records may be maintained in the Service but shall be excluded from the calculation of FSE Workers unless self-service access to the record through the Service is provided to the individual.

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Customer may increase the permitted number of FSE Workers during the Order Term (each an "Additional FSE Worker") by providing written notice to Workday and paying Workday a Subscription Fee for Additional FSE Workers for any such increased use of the particular Service category in accordance with the rate table in this Order Form. No later than October 31st each year, Customer must report to Workday the actual number of FSE Workers as of October 15th and specify the number in each worker category. If the actual number of FSE Workers is higher than the number of permitted FSE Workers stated in this Order Form, Customer will be invoiced for the applicable Subscription Fees for Additional FSE Workers for such overage for the full annual period of this Order Form that is in progress as of October 15th. The Subscription Fee for Additional FSE Workers is calculated by multiplying the increase in the number of FSE Workers for each particular Service category by the applicable fee. For the avoidance of doubt, the total Subscription Fees set forth herein for the Order Term will be due even if the actual number of FSE Workers falls below the stated number of permitted FSE Workers. Subscription Fees for Additional FSE Workers are due within thirty (30) days of the invoice date. An Order Form will be required for FSE Worker increases.

3. Renewal.

By providing written notice to Workday prior to the end of the Order Term, Customer may elect to continue use of the Service by renewing this Order Form for a single five-year renewal term beginning at the end of the Order Term ("Renewal Term") at the stated rate(s):

Annual period beginning at the end of the Order Term (each a Renewal Year)	Applicable Annual Renewal Subscription Fees
Renewal Year 1	Base Subscription Fee x 1.06
Renewal Year 2	Renewal Year 1 Subscription Fee
Renewal Year 3	Renewal Year 1 Subscription Fee
Renewal Year 4	Renewal Year 1 Subscription Fee
Renewal Year 5	Renewal Year 1 Subscription Fee

The Base Subscription Fee upon which the Annual Renewal Subscription Fee is calculated is ($562,532). The Base Subscription Fee covers only the number of FSE Workers in the Permitted Baseline FSE Worker Count set forth on this Order Form. In addition to the Annual Renewal Subscription Fees, Customer will pay any applicable Subscription Fees for Additional FSE Workers for each Renewal Year based on the New Permitted FSE Workers as of the FSE Count Date just prior to the start of the applicable Renewal Term. For the Renewal Term, the Subscription Fee per Additional FSE Worker rate will be the average of the increased annual rate for the Renewal Years (reflecting the same percentage rate that the annual Subscription Fee increased from the Base Subscription Fee for the corresponding Renewal Year as shown in the table above but taken as an average to be applicable for the entire Renewal Term). Fees for each Renewal Year are due by the first day of the corresponding Renewal Year. Renewals will be documented with a new Order Form.

"CPI" means the Consumer Price Index rate established by the United States Department of Labor for All Urban Consumers, US City Average, All Items (change in annual average) for the calendar year preceding the beginning of the Renewal Term, if a positive number.

4. Additional Terms Applicable to Learning Application. Workday Learning is provided in English only and no language translations are available. Workday Learning is for use to support Customer's internal workforce in the same amount of permitted FSE Workers as HCM. If and when Learning is available for use by Customer's external users, Customer may elect to purchase such functionality subject to additional fees and applicable terms. Learning includes unlimited storage for Media Content for Customer's learning programs (in accordance with the terms and conditions set forth in Addendum C) and unlimited bandwidth.

5. Service Credits. Workday will provide SLA Service Credits as set forth in the Agreement.

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ADDENDUM B
WORKDAY SERVICE SKU DESCRIPTIONS

Customer may use only the Service SKUs subscribed to as listed on page 1 of the Order Form. Workday Service SKU descriptions for applications not subscribed to by Customer are provided for reference only and are subject to change.

Human Capital Management
Workday HCM supports an organization in organizing, staffing, paying, and developing its global workforce. Workday HCM includes Global Human Resources Management (Workforce Lifecycle Management, Organization Management, Compensation, Business Asset Tracking, Absence, and Employee Benefits Administration) and Global Talent Management (Goal Management, Performance Management, Succession Planning, and Career and Development Planning). Workday HCM includes connectors that facilitate integration to select Workday partners that provide capabilities including: recruiting, learning, time and attendance, and user account provisioning (LDAP/Active Directory).

Cloud Connect for Benefits
Cloud Connect for Benefits extends Workday HCM by providing integration to a growing catalog of benefits providers, including: health insurance, health and flexible spending accounts, retirement savings plans, life insurance, AD&D insurance, and COBRA administrators.

Workday Payroll for US
Workday Payroll for US supports the creation and management of Payroll for U.S. employees. Configure earnings, deductions, accumulations, and balances. Identify tax authorities each company wishes to withhold for. Manage worker tax data, payment elections, involuntary withholding orders, and payroll input. Calculate, review/audit, and complete payrolls and settlement runs. Configure and calculate payroll commitments. Workday Payroll includes connectors that facilitate integration to select Workday partners that provide capabilities, including: time and attendance, tax filing, check printing, and direct deposit.

Time Tracking
Workday Time Tracking supports an organization in collecting, processing, and distributing time data for its global workforce. Workday Time Tracking module includes the following capabilities: basic time scheduling, time entry (hourly, time in/time out), approvals, configurable time calculation rules, and reporting.

Projects
Projects enables organizations to create and manage projects, initiatives, and other types of work. This includes the ability to build project plans and utilize project breakdown structures that include phases, tasks, and milestones as well as plan, staff, and track projects, initiatives, and work efforts.

Project Billing
Project Billing enables organizations to bill clients for specific projects. This includes the ability to configure billing rates and rules, to review and approve billable transactions, and to invoice the customer.

Learning
Workday Learning supports an organization in training and developing its workforce. This includes the ability to manage, organize and deliver learning content, and to leverage Workday HCM data to create targeted learning campaigns. A variety of learning content is supported - including but not limited to video, packaged third-party content, and user-generated content. Workday Learning also offers the ability to manage certifications and instructor-led course enrollments, and to gather feedback and analytics relating to the learning experience.

Expenses
Workday Expenses supports employee expense processing. Workday Expenses includes self-service and administrative functions to support employee expense reporting and reimbursement, including expense reports, global expense rules approvals, reimbursement, credit card integration, and spend analytics. Workday Expenses includes connectors that facilitate integration to partners that provide capabilities, including: corporate card transactions, and support for 'punchout' to suppliers.

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Procurement
Workday Procurement includes procure to pay functionality to address spend for goods, contingent workers, and deliverable services. Manage suppliers, supplier contracts, requisitions, purchase and change orders, receipts, and goods and services sourcing. Maintain purchase items, catalogs, and a supplier portal. Track and analyze time, activity, and spend. Create receipt accruals for approved, but not yet invoiced receipts. Workday Procurement includes connectors that facilitate integration to partners that provide capabilities, including: corporate card transactions, and support for 'punchout' to suppliers.

Inventory
Workday Inventory provides basic functionality for goods procured, stored, consumed and replenished within an organization. Workday Inventory includes the ability to define and place inventory in storage locations, count physical inventory and make necessary adjustments, value items in inventory, assign and manage different units of measure and replenish inventory using automatic re-order points. Workday Inventory is designed for tracking of internally used goods only and does not support use cases for external distribution (e.g., to customers or distributors).

Core Financials
Workday Core Financials provides traditional financial management and accounting functionality, including financial management, accounting and reporting, financial consolidation, supplier accounts, customer accounts, business assets, cash management, budgets, contracts, billing, and revenue recognition. Core Financials includes connectors that facilitate integration to select Workday partners that provide capabilities, including: customer relationship management, electronic payments, and customer payments via credit card.

Grants Management
Workday Grants Management enables organizations to administer and report on awards from the federal government, foundations, or other funding institutions. Workday Grants Management includes functionality to track and manage sponsors, awards, grants, and grant hierarchies. It also includes capabilities to calculate facilities and administration costs, and to bill and report to sponsors.

Planning
Workday Planning enables organizations to perform planning, budgeting, and forecasting for workforce and financial purposes. Workday Planning includes the ability to create baseline budgets, planning models, and forecast scenarios.

Recruiting
Workday Recruiting supports an organization in its talent acquisition process. It is designed to help hiring managers and recruiters identify, hire and onboard the right talent for their business. Workday Recruiting supports the hiring process, including pipeline management, requisition management, job posting distribution, interview management, offer management, as well as supports local data compliance and pre-employment activities. Workday Recruiting also offers hiring teams tools to proactively source, nurture and track internal and external prospective candidates throughout the recruiting process.

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ADDENDUM C

WORKDAY LEARNING ADDITIONAL TERMS AND CONDITIONS

Notwithstanding anything to the contrary in the MSA (including any statement that the MSA terms will prevail in the event of conflict or inconsistency), the parties expressly agree that the terms of this Addendum will apply to Customer's use of the Learning SKU and will amend the terms of the MSA to the extent they conflict with or are not covered by the MSA.

1. Rights in Customer Content. Workday Learning provides Customer with the opportunity to build and promote to its workforce customized learning campaigns. As between Workday and Customer, Customer retains all right, title and ownership in the Customer Content. Customer is solely responsible for the Customer Content. Customer must obtain and maintain all necessary rights, consents, permissions and licenses to transfer, convert, input or upload Customer Content, Courses created by Customer and Media Content into Workday Learning and to publish, broadcast, and otherwise make such Courses and Media Content available to its users. Customer is responsible for obtaining all applicable licenses and authorizations for streaming or displaying content to its users in any and all locations from which Customer's users access the Workday Service. To the extent Customer is not the sole owner of any Customer Content, Customer is solely responsible for complying with the content owner's applicable terms of use and all Laws applicable to use of such Customer Content, both from where Customer Content is accessed and where Customer Content is displayed. Customer agrees to indemnify and hold harmless Workday, its service providers and subcontractors, and its and their Affiliates, from any losses arising out of or relating to any third party claim concerning Customer Content or Customers' violation of the applicable Acceptable Use Policies. Customer grants Workday, its service providers and subcontractors, and its and their Affiliates, all right and licenses to access, publish and use Customer Content for the purposes of providing the Learning Service and/or to comply with the Laws or requests of a governmental or regulatory body.

2. Permitted Uses of Workday Learning. Workday grants Customer a right to use Workday Learning pursuant to the terms of this Order Form for the internal business purposes of Customer and its Affiliates for training and developing its internal workforce for all of its Employees or Workers having an active record in the HCM Service and included in the number of Permitted FSE Workers in a current Order Form. Customer may bring any content into the Service but only to the extent Customer has all necessary rights and licenses to do so. Workday is not required to escrow third party source code that is used in the Learning Media Content Management services.

3. Terms of Use. Customer shall comply with, and cause its Affiliates and Authorized Parties to comply with, the AUPs. Customer understands and agrees that Workday or its service providers may suspend or terminate access to Workday Learning Content Management if it makes a good faith determination that there has been a violation of an AUP. To the extent practicable, Workday will only suspend Customer's right to access or use the instances, data, or portions of Workday Learning Content Management that caused the suspension. Customer agrees that any such suspension or termination will not be deemed a breach of this Agreement by Workday. Customer agrees to cooperate with Workday and its service providers in the investigation of any actual or alleged violation of an AUP.

4. Workday Learning Core -- Privacy and Security. Workday Learning Core employs industry standard security controls and conforms to the security requirements as set forth in the Agreement. Customer understands and agrees that Workday may provide support for Workday Learning Core from Canada, including access to Customer's Tenants in connection with such support.

5. Workday Learning Player For Legacy Packaged Media Content. Workday Learning offers an optional Player for Legacy Packaged Media Content. The Player for Legacy Packaged Media Content is not part of the Workday Service and is not covered under Workday's existing audit reports, the Workday Security Exhibit, or the Workday Customer Audit Program.

6. Workday Learning Media Content Management -- Cloud Infrastructure Privacy and Security. Customer understands and agrees that Workday Learning Media Content Management services are provided by third party service providers to Workday. Workday Learning Media Content Management service is not intended for storage or transmission of personal data, credit card data, or HIPAA protected data. Notwithstanding anything to the contrary herein, Customer understands and agrees that Customer is solely responsible for the transfer of personal data or other sensitive data to the Workday Learning Media Content Management service. Workday is authorized to use AWS and Akamai as subcontractors for the Workday Learning Media Content Management services, and the Workday Learning Media Content Management services, including the AWS and Akamai operations and facilities, are not covered under any of Workday's existing audit reports or the Workday Customer Audit Program. AWS storage of Media Content is on AWS, which employs encryption at rest for Media Content, taking into account available technology. Media Content and Legacy Packaged Media Content User Interaction Data that traverses through Akamai uses Transport Layer Security (TLS.) Media Content

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and Legacy Packaged Media Content User Interaction Data stored in Akamai is not encrypted at rest. Workday employs a security incident response plan that includes procedures to be followed in the event of any security breach. Customer is responsible for informing any Customer Affiliates, and if applicable its users, of these subcontractors and for getting any necessary consents. If Customer has signed an applicable non-disclosure agreement with AWS and AWS has provided consent to Workday to disclose AWS audit reports to Customer, a copy of the applicable AWS audit report will be provided to Customer upon request.

For the avoidance of doubt, no Media Content or Legacy Packaged Media Content User Interaction Data will be considered Customer Data (as that term is defined in the Agreement). For purposes of clarification, the Workday Security Exhibit shall not apply to Media Content and the Workday Learning Media Content Management services or the Player for Legacy Packaged Media Content. As relates to any and all Media Content and/or Legacy Packaged Media Content User Interaction Data, this Addendum controls over any additional or conflicting terms in the Agreement or any executed data processing or transfer agreement or EU model clauses between the parties or between Workday and Customer's Affiliates. Neither Workday nor its subcontractors will be required to execute additional data processing or transfer agreements or the EU model clauses for Workday Learning Media Content Management.

7. Changes to Cloud Infrastructure for Workday Learning Media Content Management. Customer understands that Workday may change its Workday Learning Media Content Management services providers or move all or additional portions of the Workday Learning Media Content Management into a Workday hosted co-location data center.

8. Definitions. In relation to the Learning Service, the following terms have the meaning set forth below:

"Acceptable Use Policies" or **"AUP"** means together the Workday AUP, the Akamai AUP and the AWS AUP.

"Akamai AUP" means the Akamai Acceptable Use Policy applicable to the use of Akamai's content delivery network, the current version of which can be found at https://www.akamai.com/us/en/privacy-policies/acceptable-use-policy.jsp and which is subject to change at the discretion of the service provider.

"AWS AUP" means the Amazon Web Services Acceptable Use Policy applicable to the use of Amazon Web Services, the current version of which can be found at http://aws.amazon.com/aup and which is subject to change at the discretion of the service provider.

"**Course**" means learning programs and campaigns created through use of the Workday Learning Service. Courses may include links to Media Content as well as other Customer Content.

"**Customer Content**" means, collectively, Customer's Media Content and any other content that Customer uploads or inputs to the Workday Learning Service. Customer Content does not include Workday Content.

"Learning", "Learning Service" or **"Workday Learning"** means the Workday Learning Service SKU, which consists of **Workday Learning Core** and **Workday Learning Media Content Management**.
"**Legacy Packaged Media Content**" means Media Content that conforms to various SCORM and/or AICC e-learning standards.

"Legacy Packaged Media Content User Interaction Data" means data relating to user interactions with Legacy Packaged Media Content, including but not limited to, start/stop course activity, quiz responses, and interactions with page elements.

"Media Content" means any software, data, text, audio, video, images or any other content from any source that Customer uploads to the Media Content Repository for use with Customer's customized learning campaigns and programs.

"Media Content Repository" means the repository for persistent storage and playback of Media Content, including any Legacy Packaged Media Content. Media Content will be stored in and accessible from the Media Content Repository when Customer uploads Media Content to the Learning Service. Legacy Packaged Media Content User Interaction Data will be transmitted to the Media Content Repository and Streaming service when a user interacts with the Legacy Packaged Media Content through use of the Player for Legacy Packaged Media Content. The Media Content Repository is currently hosted in the Amazon AWS ("AWS") infrastructure. For purposes of Streaming, as defined below, Media Content and Legacy Packaged Media Content User Interaction Data may be temporarily stored in Akamai or AWS.

"Player For Legacy Packaged Media Content" Workday Learning offers an optional Player for Legacy Packaged Media Content (also referred to herein as the "Legacy Player"). The Legacy Player is not part of the Workday Service. Workday will provide support

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for the Legacy Player consistent with Workday's standard support policy. Customer is licensed to use the Legacy Player solely in support of Customer's use of the Learning Service.

"**Streaming**" means the media streaming services for Media Content and Legacy Packaged Media Content User Interaction Data which optimize delivery of real time Media Content for Customer's customized learning programs and campaigns. The Streaming services are currently provided by Amazon AWS, and/or Amazon Cloudfront and/or Akamai infrastructure. The locations from which Streaming services are provided are set forth in Workday's Documentation and may be updated from time to time at Workday's discretion.

"Workday AUP" means the Workday Learning Acceptable Use Policy applicable to the use of the Learning Service, the current version of which can be found at https://community.workday.com/aup-learning and which is subject to change at the discretion of Workday.

"Workday Content" means Courses or Media Content provided by Workday and licensed to Customer pursuant to separate terms and conditions.

"Workday Learning Core" means the core components of the Workday Learning which are hosted in and available via the Workday Service infrastructure.

"Workday Learning Media Content Management" means the **Media Content** storage, play back, video caching and streaming service components of Workday Learning, which are hosted or delivered by third party service providers in a cloud infrastructure. **Workday Learning Media Content Management** includes the **Media Content Repository** services and **Streaming** services.

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ORDER FORM # 00124105.0
TO MASTER SUBSCRIPTION AGREEMENT ("MSA")
DELIVERY ASSURANCE - FIXED FEE

Customer Name	City of Vancouver, WA
MSA Effective Date	See MSA Executed Herewith
Order Effective Date	The later of the dates beneath the parties' signatures below
Order Term	Eighteen (18) month period beginning on the Order Effective Date
Currency	USD
Total Consulting Fee	$120,370

SKU	Consulting Engagement Type
DA	Delivery Assurance Checkpoint Reviews
DAPM	Delivery Assurance Project Management Reviews

The DA reviews will be limited to typical deployment activities only for the following:

Service SKUs in Deployment Scope	HCM;CCB;USP;EXP;PRO;FIN;TT;GM;REC;PRJT;INV;PLN;LRN
Number of Deployment Weeks	65
Number of Countries in Scope for Absence	1
Number of Performance Plans in Scope	1
Number of Compensation Plans in Scope	8
Number of Benefit Plans in Scope	15
Number of Partner-Built Integrations in Scope	32

Customer Contact Information	Billing
Contact Name	Scott Cooley
Street Address City/Town, State/Region/County, Zip/Post Code, Country	City Hall 415 W. 6th St. Vancouver WA 98660 United States
Phone/Fax #	(360) 487-7664
Email (required)	scott.cooley@cityofvancouver.us

Fees and Payment. This Order Form is for Workday's standard delivery assurance consulting services to be provided during the Order Term on a fixed fee basis. The fixed fee amount does not include related travel and expenses. The Total Consulting Fee set for above will be invoiced upon execution of this Order Form. Prior to confirming any onsite work, upon request from Customer, Workday will provide customer with an estimate of the travel expenses for that specific onsite request. Workday will make reasonable efforts to use local hotels where Customer has negotiated rates. Customer is under no obligation to confirm the onsite based on this estimate. Expenses will be invoiced on a monthly basis as incurred. Invoices are due in accordance with the MSA. All remittance advice and invoice inquiries can be directed to Accounts.Receivable@workday.com.

This Order Form is only valid and binding on the parties when executed by both parties and is subject to the additional terms in the above-referenced MSA and in Addendum A attached hereto.

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THE VALIDITY OF THIS ORDER FORM IS CONDITIONED ON WORKDAY RECEIVING A FULLY SIGNED COPY OF THIS ORDER FORM NO LATER THAN 5:00 PM PACIFIC TIME ON August 25, 2017. TO DELIVER THE ORDER FORM TO WORKDAY, PLEASE PROVIDE A SIGNED COPY TO YOUR MAIN WORKDAY CONTACT

IN WITNESS WHEREOF, this Order Form is entered into and becomes a binding part of the above-referenced MSA as of the **Order Effective Date**, defined above.

City of Vancouver, WA	**Workday, Inc.**
Signature	Signature
Eric Holmes	Carol Richwood
Name	Name
City Manager	VP, Finance
Title	Title
8/15/17	July 14, 2017
Date Signed	Date Signed

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ADDENDUM A
ADDITIONAL ORDER FORM TERMS – DELIVERY ASSURANCE

Unless otherwise defined herein, capitalized terms used in this Order Form have the same meaning as set forth in the referenced MSA between Workday and Customer (the "**Agreement**"). In the event of a conflict between the terms of this Order Form and the terms of the Agreement, the terms of this Order Form shall prevail.

I. Description of Consulting Activities

A. Configuration Checkpoint Reviews (DA):

1. Configuration Prototype Tenant: This is a detailed review of the configuration of Customer's prototype tenant that will be used for system testing. Workday's Delivery Assurance team will review the configured application and document the findings for review by the Project Consultant, Project Manager, and Customer. Workday will utilize proprietary tools in the performance of these reviews wherever possible.
2. Pre-Production Tenant: This is a detailed review of the configuration of the Customer pre-production tenant that will be moved into Production. Workday's Delivery Assurance team will review the pre-production tenant and document the findings for review by the Project Consultant, Project Manager, and Customer. This review is conducted before the pre-production tenant is moved into Production. It serves as a final quality review of the tenant configuration. Workday will utilize proprietary tools in the performance of these reviews wherever possible.

B. Integration Checkpoint Reviews (DA) for Partner-Built Integrations:

1. Architect Stage: For Partner-Built Integrations – Workday's Delivery Assurance team reviews the approach for all partner-built integrations in scope and determines which integrations will require build reviews. The integration approach is then discussed in a meeting with the Project Manager, Project Consultants and Customer. The integration architect review occurs early in the project to ensure integrations are architected with best practices in mind. This includes activities such as reviewing the integration approach for functional use cases, data mapping, performance, and scalability. The review is performed prior to the build stage, although prototyping may occur during the architect stage. Workday will utilize proprietary tools in the performance of these reviews wherever possible.
2. Build Stage: Workday's Delivery Assurance team reviews the development of partner-built integrations identified in the Approach review as requiring a build review. The integration builds are then discussed in a consolidated meeting with the Project Manager, Project Consultants and Customer. The integration build review is a code and configuration review of integrations in scope for the build review and includes review of integration configurations such as attributes, maps, field overrides, and a code review for integrations such as Studio projects, XSLT for Enterprise Interface Builder. Workday will utilize proprietary tools in the performance of these reviews wherever possible.

C. Delivery Assurance Project Management Reviews:

1. Plan Reviews: Workday's Delivery Assurance Manager will review the Project Initiation documents and Cutover Plan to determine whether the defined scope, tasks, and timelines are reasonable and align to the Workday deployment methodology.
2. Periodic check-in calls: Workday's Delivery Assurance Manager will conduct scheduled calls to discuss the overall state of the deployment and determine if the project is continuing to meet expected timelines and activities.
3. Operational Readiness Review: Workday's Delivery Assurance Manager will review the Operational Readiness Checklist completed by the Customer and provide recommendations based upon Workday's standard deployment methodology.
4. Other Activities: Workday's Delivery Assurance Manager will participate in project activities such as steering committee meetings and additional project related activities, such as project status meetings, as needed. Participation estimates are based on the Workday Delivery Assurance Manager attending one steering committee meeting and a one-hour periodic project status meeting each month during the project.

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II. Conditions

A. Workday anticipates that the reviews included in this Order Form will be performed 100% offsite. Any onsite work will be agreed to by both parties.

B. Customer is responsible for the timely coordination of its internal resources as necessary. If Customer's responsibilities hereunder are delayed for any reason, Customer understands that Workday's ability to staff the project may be impacted, a change order may be required and additional fees may be due. The fees are based on the deployment scope described in this Order Form and only cover work performed during the Order Term. Any changes to the scope may impact both the time required to complete the reviews and the total fees. If Customer desires any changes to the scope, the additional work will be subject to a separate Order Form. This Order Form is non-cancelable and fees are non-refundable.

III. Ownership

The recommendations, ideas, techniques, know-how, designs, programs, development tools, processes, integrations, enhancements, and other technical information developed by Workday in the course of performing the reviews or guidance, or co-developed by the parties hereunder, including all Intellectual Property Rights pertaining thereto are Workday Intellectual Property Rights.

IV.Warranty and Disclaimer

This Order Form is for professional services rather than the Service. Accordingly, the warranties in the Agreement are inapplicable. Instead, Workday warrants that it will perform its obligations in this Order Form in a professional and workmanlike manner. As Customer's exclusive remedy and Workday's sole liability for breach of the foregoing warranty, Workday shall correct deficiencies at no additional charge to Customer, provided Customer gives prompt written notice to Workday which describes any deficiencies. In the event Workday is unable to correct such deficiencies after good-faith efforts and at a commercially reasonable cost, Workday shall refund Customer prorated amounts paid for the defective portion of the review. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE MSA, EXCEPT AS EXPRESSLY PROVIDED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WORKDAY MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE REVIEWS AND GUIDANCE.

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ORDER FORM # 00362647.0
TO MASTER SUBSCRIPTION AGREEMENT ("MSA")
(RENEWAL OPTION)

Customer Name	City of Vancouver, WA
Workday Entity	Workday, Inc. 6110 Stoneridge Mall Road Pleasanton, CA 94588
MSA Effective Date	August 15, 2017
Order Effective Date	August 25, 2022
Order Term	August 25, 2022 through August 24, 2027
Order Term in Months	60
Currency	USD
Total Subscription Fee	3,549,884

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the MSA, invoiced upon Order Effective Date	709,977
2	Due on first anniversary of the Order Term start date	709,977
3	Due on second anniversary of the Order Term start date	709,977
4	Due on third anniversary of the Order Term start date	709,977
5	Due on fourth anniversary of the Order Term start date	709,976
	Total Payment Amount	**3,549,884**

Base Renewal Subscription Fee for Order Term (pursuant to the terms of Order Form #128301)

SKU	Service	Baseline FSE Workers	Subscription Fee
HCM	Human Capital Management	1,188	
CCB	Cloud Connect for Benefits	1,183	
USP	Payroll for United States	1,183	
LRN	Learning	1,183	
CCLRN	Cloud Connect for Learning	1,183	
REC	Recruiting	1,183	
FIN	Core Financials	1,183	
GM	Grants Management	1,183	3,399,920
PLN	Planning	1,183	
PRJT	Projects	500	
TT	Time Tracking	1,183	
EXP	Expenses	1,183	
PRO	Procurement	500	
INV	Inventory	500	
WSP	Workday Success Plan – Enhanced		

Fees for Growth during Order Term (continued on the next page)

SKU	Service	Permitted FSE Workers			Subscription Fees	
		Start	Added	New	Annual Rate	Total
HCM	Human Capital Management	1,188	**69**	1,257	88.93	**30,680**
CCB						
USP						
TT						

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EXP		1,183	**67**	1,250	356.06	**119,280**
FIN						
GM						
PLN						
REC						
LRN						
CCLRN						

Subscription Rights Table

SKU	Service	Pricing Metric	Subscription Rights
WSP	Workday Success Plan – Enhanced	% of Fee	WSP - Enhanced

Workday Success Plan.
Workday Success Plans Additional Terms. Workday Success Plans is described in and subject to the Workday Success Plans Program Terms site (https://www.workday.com/content/dam/web/en-us/documents/legal/workday-success-plans-program-terms.pdf) and subject to the terms of the Workday Customer Experience Program Addendum (https://www.workday.com/en-us/legal/contract-terms-and-conditions/index/exhibits.html). In the event of a conflict between the terms of this Order Form and the terms of either of the Workday Success Plans Program Terms or the Workday Customer Experience Program Addendum, the terms of this Order Form shall control. The Pricing Metric in the table above for Workday Success Plans is based on the annual average Subscription Fees during the Order Term. If Customer purchases additional SKU(s) during the Order Term, an additional fee equal to 10% Subscription Fees of the new SKU(s) will be added for the Workday Success Plan to the new Order Form. The Workday Success Plan fees assessed in this Order Form, in the amount of 418,500, represent fees associated with the SKU(s) purchased under this Order Form, and any other in effect Order Forms as of the Order Term Start Date, if applicable.

Annual Subscription Fee per Additional FSE Worker by SKU during Order Term	
HCM	88.93
PRJT, INV, PRO (combined)	124.50
CCB, USP, TT, EXP, FIN, GM, PLN, REC, LRN (combined)	356.06

Customer Contact Information	Billing, In Care of
Contact Name	Scott Cooley
Street Address City, State, Zip Code Country	City Hall 415 W. 6th Street Vancouver, WA 98660 United States
Phone/Fax #	(360) 487-7664
Email (required)	scott.cooley@cityofvancouver.us

This Order Form is only valid and binding on the parties when executed by both parties and is subject to the additional terms in the above-referenced MSA and in Order Form #128301. Customer is purchasing the Service that is currently available. All remittance advice and invoice inquiries can be directed to Accounts.Receivable@workday.com. The Planning Service as set forth in this Order Form can be used with certain optional downloadable software components, such as OfficeConnect ("Downloadable Components") that are described in the Planning Documentation. The tax for Downloadable Components will be separately presented on your invoice based on a valuation attributed to the Downloadable Components. For the avoidance of doubt, the breakout of pricing for such Downloadable Components is for tax purposes only and cannot be excluded from the package.

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"THE VALIDITY OF THIS ORDER FORM IS CONDITIONED ON WORKDAY RECEIVING A FULLY SIGNED COPY OF THIS ORDER FORM NO LATER THAN NOON PACIFIC TIME ON AUGUST 24TH, 2022 ("Deadline"). NOTWITHSTANDING THE FOREGOING, WORKDAY RESERVES THE RIGHT TO ACCEPT AN ORDER FORM SIGNED AFTER THE DEADLINE IF IT DEEMS FIT. TO DELIVER THE ORDER FORM TO WORKDAY, PLEASE EMAIL A COPY TO YOUR MAIN CONTACT AS WELL AS TO SIGNEDCONTRACTS@WORKDAY.COM AND REQUEST CONFIRMATION OF RECEIPT."

IN WITNESS WHEREOF, this Order Form is entered into and becomes a binding part of the above-referenced MSA as of the Order Effective Date.

City of Vancouver, A municipal corporation	**Workday, Inc., contractor**
DocuSigned by: 75A9183485CA467...	Kinnari Desai (Aug 15, 2022 10:40 PDT)
Signature	Signature
Eric Holmes	Kinnari Desai
	Name
City Manager	VP, Finance
Title	Title
8/16/2022	Aug 15, 2022
Date Signed	Date Signed

Attest:

DocuSigned by: 661359AB277E439...

Signature

Carrie Lewellen

Name

Deputy City Clerk

Title

Approved as to Form:

DocuSigned by: 9A7DC2E31F694A2...

Signature

Jonathan Young

Name

City Attorney

Title

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DocuSign Envelope ID: 3B5A1CDA-B82B-4F6B-9E15-0B84CCF3D00C

PLANNING ADDITIONAL TERMS AND CONDITIONS ADDENDUM

These Planning Additional Terms and Conditions ("**Planning Terms**") supplement and amend the Master Subscription Agreement ("**MSA**") only for the Planning SKU(s) listed on this Order Form ("**PLNSKU**") and do not amend the terms of the MSA for other SKUs purchased by Customer under an Order Form. Unless otherwise defined, capitalized terms used in these Planning Terms have the same meaning as set forth in the MSA. Once executed, this Order Form will supersede and replace any prior Subscription Agreement or Order Form related to a planning SKU between Customer and either Workday or Adaptive Insights.

1. **Documentation.** The Documentation for PLNSKU (https://knowledge.adaptiveplanning.com/Administration) applies in lieu of any other Workday Documentation.

2. **Support.** **S**upport (https://www.adaptiveinsights.com/legal/contract-terms-and-conditions) for PLNSKU is provided as set forth in the Planning SLA. The Workday SLA does not apply to PLNSKU.

3. **Planning Instances and Administrators.**
   (a) PLNSKU uses Planning Instances for Customer Data rather than Customer's Tenant. A **"Planning Instance"** is a unique instance of the Service with a separate set of Customer Data held in a logically separated database (i.e. a database segregated through password-controlled access) that Customer may link to other Planning Instances. Following Customer retrieval of data, Workday shall, unless legally prohibited, delete all Customer Data by deleting Customer's Planning Instance consistent with the Tenant deletion terms in the MSA.
   (b) PLNSKU uses Administrators. **"Administrators"** mean those Authorized Party users who are designated by Customer to have administrative rights to Customer's account for the Service, whereby such users will be responsible for administering and controlling access to and use of the Service by other Authorized Parties.

4. **Universal Security Exhibit & Universal Data Processing Exhibit.** Except as set forth herein, the Universal Security Exhibit and Universal Data Processing Exhibit (https://www.adaptiveinsights.com/legal/contract-terms-and-conditions) shall govern PLNSKU. For purposes of clarification, the Categories of Data in Addendum A to the Universal Data Processing Exhibit shall not include any Protected Information. Workday's EU Access Policy does not apply to PLNSKU. The Planning Service SKU described in the Order Form is a Covered Service under the Universal Security Exhibit and Universal Data Processing Exhibit. Workday's Binding Corporate Rules do not apply to PLNSKU.

5. **Subprocessor List**. **"Subprocessor List"** means the list (https://knowledge.adaptiveplanning.com/More_Resources/Policies_at_Adaptive_Insights/Subprocessors_-_Adaptive_Insights) identifying the Subprocessors that are authorized to Process Personal Data for PLNSKU. Prior to authorizing any new Subprocessor to Process Personal Data for PLNSKU, Workday shall provide notice to Customer by updating the Subprocessor List.

6. **Audit Report.** The audit report applicable to PLNSKU is the current Service Organization Controls 2 Type II audit report for Adaptive Insights (**"Planning SOC2"**).
   (a) For PLNSKU, Workday maintains a security program that conforms to the Security Exhibit and is further described in the Planning SOC2. The Planning SOC2 will no longer be completed once it is covered by the Workday SOC 2 audit report.
   (b) PLNSKU is not covered under any other Workday existing audit reports or ISO certifications.
   (c) Customer agrees that the Planning SOC2 will be used to satisfy any audit or inspection requests by or on behalf of Customer, and Workday shall make such reports available to Customer. In the event that Customer, a regulator, or supervisory authority requires additional information, including information necessary to demonstrate compliance with the Universal Data Processing

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Exhibit, or an audit related to PLNSKU, such information and/or audit shall be made available in accordance with the most current version of the optional Workday Customer Audit Program.

7. **Protected Information.**
   (a) Customer acknowledges that PLNSKU is designed with security and access management for processing non-Protected Information, and Customer agrees that neither Customer (nor its Affiliates or Authorized Parties) shall include Protected Information in its Customer Data.
   (b) **"Protected Information**" means (i) patient medical or other health information as described in the Health Insurance Portability and Accountability Act or similar U.S. or foreign laws and regulations; (ii) Cardholder Data, as that term is defined in the Payment Card Industry data security standards; (iii) information subject to regulation by the Gramm-Leach-Bliley Act; or (iv) special categories of personal data as described in Article 9 of the General Data Protection Regulation.

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AMENDMENT #1 TO ORDER FORM #00362647.0

This Amendment #1 (this "Amendment") between **City of Vancouver, WA** ("**Customer**") and **Workday, Inc.**, ("**Workday**") amends Order Form #00362647.0 dated August 17, 2022 ("OF#362647"). This Amendment is entered into as of the later of the dates beneath the parties' signatures below ("Amendment Effective Date"). Unless otherwise defined herein, capitalized terms used in this Amendment shall have the same meaning as set forth in OF#362647 or in the underlying Master Subscription Agreement. In the event of a conflict between the terms of this Amendment and the terms of OF#362647, the terms of this Amendment shall prevail.

WHEREAS, the parties have agreed to amend OF#362647; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby agree to amend OF#362647 as follows:

1. The fourth Table is hereby amended and restated as follows:

Fees for Growth during Order Term

SKU	Service	Permitted FSE Workers			Subscription Fees	
		Start	Added	New	Annual Rate	Total
HCM	Human Capital Management	1,188	**69**	1,257	88.93	**30,680**
CCB	Cloud Connect for Benefits	1,183	**67**	1,250	356.06	**119,280**
USP	Payroll for United States					
TT	Time Tracking					
EXP	Expenses					
FIN	Core Financials					
GM	Grants Management					
PLN	Planning					
REC	Recruiting					
LRN	Learning					
CCLRN	Cloud Connect for Learning					

"THE VALIDITY OF THIS ORDER FORM IS CONDITIONED ON WORKDAY RECEIVING A FULLY SIGNED COPY OF THIS ORDER FORM NO LATER THAN NOON PACIFIC TIME ON AUGUST 31, 2022 ("Deadline"). NOTWITHSTANDING THE FOREGOING, WORKDAY RESERVES THE RIGHT TO ACCEPT AN ORDER FORM SIGNED AFTER THE DEADLINE IF IT DEEMS FIT. TO DELIVER THE ORDER FORM TO WORKDAY, PLEASE EMAIL A COPY TO YOUR MAIN CONTACT AS WELL AS TO SIGNEDCONTRACTS@WORKDAY.COM AND REQUEST CONFIRMATION OF RECEIPT."

Except as amended hereby, the agreements between the parties shall remain in full force and effect. This Amendment may be executed electronically and/or in counterpart originals, each of which shall be deemed an original instrument for all purposes, but all of which shall comprise one and the same instrument.

Signature Page Follows

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IN WITNESS WHEREOF, the parties' authorized signatories have duly executed this Amendment as of the Amendment Effective Date:

City of Vancouver, WA	**Workday, Inc.**
DocuSigned by: 75A0183485CA467...	Kinnari Desai (Aug 18, 2022 17:25 PDT)
Signature	Signature
Eric Holmes	Kinnari Desai
Name	Name
City Manager	VP, Finance
Title	Title
8/31/2022	Aug 18, 2022
Date Signed	Date Signed

Attest:

DocuSigned by: 001359AB277E439...

Signature

Carrie Lewellen

Name

Deputy City Clerk

Title

Approved as to Form:

DocuSigned by: 9A7DC2E31F694A2...

Signature

Jonathan Young

Name

City Attorney

Title

Approved as to Legal Form by:

Roxana Duran

Roxana Duran (Aug 18, 2022 17:20 PDT)

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Staff Report: 094-26

To: Mayor and City Council
From: City Manager
Date: May 4, 2026

Subject
Contract Amendment - 2024 Crack Sealing & Mastic Repairs Project - C-101637

Key Points

- The City's annual resurfacing and preservation contracts are the primary way curb-to-curb maintenance work gets done on the approximately 1,900 lane miles of streets in its system.
- The project includes crack sealing approximately 88 lane miles of streets.
- Crack sealing is one of the most cost-effective methods for extending pavement life.
- City maintenance crews do not have adequate staff to do the quantity of work needed for this project. This would be in addition to the work they are already doing.

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

Present Situation
This project is part of the 2026 pavement management program. This project involves crack sealing streets that will receive preservation treatments, including slurry seals, hot chip seals, and microsurfacing this summer. Pavement cracks need to be sealed before these treatments can be applied to the street. The project also involves crack sealing additional streets that will receive preservation treatments in future years. Crack sealing extends pavement life by keeping water out of the cracks, resulting in less pavement deterioration during freeze/thaw events. Mastic repairs will be performed on cracks and holes wider than one inch.

The City received bids for the 2024 Crack Sealing and Mastic Repairs project on April 16, 2024. The project was awarded to BCV Inc, of Wenatchee, Washington. That contract includes a term where the parties can agree to extend the contract for up to two additional one-year periods under the same terms and conditions, with the exception that unit prices may be adjusted due to inflation and volume of work. The parties also agreed to extend this contract for 2025.

The parties are in agreement to extend the contract for 2026, subject to City Council approval. On March 18, 2026, BCV provided the City with an updated price proposal for 2026 for $459,375.

Advantage(s)

1. Would result in improved pavement on approximately 88 lane miles of City streets, protecting the City's investment in its street network.
2. The City would maximize use of limited funds and save on administrative costs and time during the bidding process by extending the existing contract.
3. It would reduce overall maintenance costs on city streets, as well as extend the life of the

pavement before more costly treatments are required.

Challenge(s)

1. Neighborhood residents, businesses and local traffic would be inconvenienced during the construction period at the various locations. However, the construction duration at each location would be short, with traffic able to drive over crack sealed areas after 30 minutes, but these areas would be marked with traffic cones.
2. Construction would generate noise in the area. However, the contractor would not be working in one spot the entire time, with all work expected to be completed within a few days at each location.

Budget Impact

The project is funded through the Pavement Management Program in the Street Fund ($459,375). No additional budget appropriation is required.

Prior Council Review

None

Action Requested

On Monday, May 4, 2026, authorize the City Manager, or designee, to execute Amendment No. 2 to contract C-101637 between the City of Vancouver and BCV, Inc. Increase the not-to-exceed amount by $459,375 to a total of $1,311,075.00 and extend the termination date to December 31, 2026.

Staff Contact

Chris Sneider, Senior Civil Engineer, chris.sneider@cityofvancouver.us

Attachments:

1. Amendment No. 2
2. Contract
3. Amendment No. 1

CONTRACT #C-101637

AMENDMENT No. 2

ITB 24-26: CRACK SEALING AND MASTIC REPAIRS

This Agreement amends the public works Contract number C-101637 by and between the City of Vancouver, hereinafter referred to as "City", and BCV, Inc., hereinafter referred to as "Contractor", whose address is PO Box 2898, Wenatchee, WA 98807 for services offered.

This amendment amends the original Contract as follows:

1. This Work shall be performed on the streets listed in herein and by reference made part of this Amendment "2026 Crack Sealing and Mastic Repairs Proposal" and as shown on herein attached "2026 Crack Sealing Streets" and "2026 Crack Sealing Area Street Maps."
2. Compensation for work performed shall be calculated based on updated pricing contained in herein attached document and hereby reference made part of this Amendment "2026 Crack Sealing and Mastic Repairs Proposal."
3. Total compensation to Contractor for above work performed shall not exceed $459,375.00 as detailed in herein attached spreadsheet and hereby reference made part of this Amendment. Any changes must be approved by written change order on City authorized forms and signed by all parties.
4. The following special conditions shall apply to work performed under this Amendment. In case of conflict these special conditions shall apply.
5. This project shall be Physically Complete within *** 40 *** Working Days. Work shall be scheduled to meet the following deadlines:

    - Crack sealing on Priority 1 Streets shown on Maps 1-4 and 22 shall be completed by June 1, 2026.
    - Streets listed as Priority 1 on the 2026 Mastic Repair Areas list shall be completed by June 1, 2026
    - Crack sealing on Priority 2 streets shown on maps 5-21 and Priority 3 streets shown on 23-29 shall be completed as quantity allows by October 1, 2026.
    - Complete mastic repairs on Priority 2 street on the 2026 Mastic Repair Areas list as quantity allows by October 1, 2026.
    - Complete mastic repairs on Priority 3 streets until quantities in proposal have been achieved by October 1, 2026.

6. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

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

CITY OF VANCOUVER
A municipal corporation

Lon Pluckhahn, City Manager

Date

Attest:

Lisa Brandl, City Clerk

Approved as to form:

Nena Cook, City Attorney

CONTRACTOR:
BCV, Inc.

Signature

Printed Name /Title

Date

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CONSTRUCTION CONTRACT # C-101637
ITB 24-26: Crack Sealing and Mastic Repairs

This Contract (hereinafter referred to as the "Contract") is entered into by and between the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington (hereinafter referred to as the "City") and BCV, Inc., PO Box 2898 Wenatchee WA 98807, (hereinafter referred to as the "Contractor"). The City and Contractor may be collectively referred to herein as the "parties" or individually as a "party".

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

WHEREAS, Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 24-26 and all addenda thereto, Contractor's Bid to said ITB, the Project Plan Set and Special Provisions, and City Council's approval on May 6, 2024 per Staff Report No. 086-24; and

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

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

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

   This Contract provides for the improvement of various roads in the City of Vancouver and Clark County by placing slurry seal (per the attached Project Lists) and other work, all in accordance with the attached Plan Set, these Contract Provisions, and the Standard Specifications, hereafter referred to as "Work."

   The Work shall be Physically Complete within 35 Working Days from the Notice to Proceed (NTP) date.

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

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3. **E-VERIFY PROGRAM:** Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Contract. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Contract are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.

4. **CONTRACTOR RESPONSIBILITIES FOR SUBCONTRACTORS:** The Contractor shall include the language of this section in all tier subcontracts and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier. The Contractor shall require all subcontractors to comply with all relevant federal, state and municipal laws, rules and regulations whatsoever.

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

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

5. **DELINQUENT STATE TAXES:** The Contractor shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.

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6. **COMPENSATION AND SCHEDULE OF PAYMENTS:** In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the City, the City agrees to pay to the Contractor as prescribed in the solicitation and Contractor's Bid, and in accordance with the ordinances of the City of Vancouver and the laws of the State of Washington, the following sum as indicated, which amount does include 8.7% Washington State Sales Tax (if applicable) $418,750.00 USD.

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

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

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

   The Contractor agrees to procure insurance coverage as required below:

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

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COVERAGE	LIMITS OF LIABILITY
Disease Policy Limit	$1,000,000
Each Claim	$1,000,000
Annual Aggregate	$2,000,000
IV. Pollution Legal Liability	
Each Claim	$1,000,000
Annual Aggregate	$2,000,000

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

a. City Listed as an Additional Insured. The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as an additional insured. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.

b. Either the Commercial General Liability or the Workers' Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well and must be indicated on the certificate.

c. Employment Security. The Contractor shall comply with all employment security laws of the State in which services are provided and shall timely make all required payments in connection therewith.

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

e. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the Certificate.

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

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

2. **CONTRACTOR'S BOND:** The Contractor agrees that before it undertakes performance of this Contract, it will file with the City of Vancouver a Performance Bond and Payment Bond, in the forms prescribed by the City of Vancouver, in the full amount of the Contract price with a company authorized to do business in the State of Washington as a surety. The bonds shall

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comply with the laws of the State of Washington, and especially with the provisions of Chapter 39.08 RCW.

3. **DISPUTE RESOLUTION:** In the event of a dispute between the Parties which cannot be resolved by the contract managers, the Contractor and the City shall review such dispute and may attempt to resolve the dispute. Any controversy or claim arising out of or relating to this Contract or the alleged breach of this Contract that cannot be resolved by the Parties within 30 days of receipt of written notice may be submitted to mediation. If the dispute cannot be resolved through mediation, either party may initiate litigation pursuant to the governing law and venue provisions of this Contract The Parties agree to pay their own attorneys' fees and expenses.

4. **GOVERNING LAW/VENUE:** This Contract shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Contract shall be brought in the Superior Court of Clark County, Washington.

5. **EMPLOYMENT OF LABOR:** The Contractor agrees that all persons employed by Contractor and by any of its subcontractors and any of their lower tier contractors in work performed pursuant to this Contract shall not be employed in excess of eight (8) hours in any one day, except as provided or allowed by Chapter 49.28 RCW and WAC 296-127 and any amendment thereto.

6. **PAYMENT OF LABOR:** The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the performance of this Contract will be paid not less than the prevailing rate of wage for an hours work, in accordance with the provisions of the Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto.

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

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

7. **PAYMENT TO THE CONTRACTOR:** Progress payments to the Contractor shall be made within 30 days of a fully executed Pay Estimate pending all compliance with all contractual requirements. A sum equal to 5% may be reserved and retained from monies earned by the Contractor in accordance with Chapter 60.28 RCW. The City reserves the right to require Contractor to correct any submitted or paid erroneous invoices according to the rates set forth herein. City and Contractor agree that any amount paid in error by City does not constitute a

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change in the agreed upon amount; Contractor agrees to issue a refund of any overages paid in error by the City.

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

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

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

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

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

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

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10. **PUBLIC DISCLOSURE COMPLIANCE:** The parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.56 RCW for withholding or delaying public disclosure of such information.

11. **COOPERATIVE PURCHASING:** The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City incurring any financial or legal liability for such purchases. The City agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

12. **AMENDMENTS:** All changes to this Contract, including changes to the statement of work and compensation, must be made by written Change Order and/or Amendment and signed by all parties to this Contract.

13. **AUTHORIZATION AND COMPLIANCE WITH THE LAW:** The Contractor certifies that the person signing the Contract is legally authorized to enter into this binding Contract and that the Contractor shall fully comply with all relevant, federal, state and municipal laws, rules, regulations and policies.

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

15. **RELATION OF PARTIES:** The Contractor, its subcontractors, agents and employees are independent contractors performing services for The City and are not employees of City; shall not, as a result of this Contract, accrue leave, retirement, insurance, bonding or any other benefits afforded to City employees; and, shall not have the authority to bind the City in any way except as may be specifically provided in the Statement of Work.

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16. **ASSIGNMENT:** This Contract is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party without the other party's express written authorization.

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

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

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

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

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

20. **WAIVER AND REMEDIES:** City's failure to enforce the terms or conditions herein or to exercise any right or privilege, or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type. Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.

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

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22. **USE OF CITY'S NAME:** Contractor may not use any of City's name, trademark, service marks, or logo in connection with the services contemplated by this Contract or otherwise without the prior written permission of City, which permission may be withheld for any or no reason and may be subject to certain conditions.

23. **DEBARMENT:** The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.

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

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

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

27. **CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE:** The complete Contract includes these parts, all of which are incorporated herein by reference, and any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

    1. Amendments to the Contract,
    2. This Contract,
    3. Contractor's Bid including all Addenda to the Solicitation,
    4. Special Provisions,
    5. Project Streets Lists,
    6. Project Maps,
    7. City of Vancouver Standard Plans,
    8. WSDOT Standard Specifications,
    9. WSDOT Standard Plans

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

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

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

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

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

For the Contractor:
Brett Manning
BCV, Inc.
PO Box 2898
Wenatchee, WA 98807
brett.bcvinc@gmail.com

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

CITY OF VANCOUVER
A municipal corporation

DocuSigned by:
75A9183485CA467...
Eric Holmes, City Manager

5/9/2024
Date

Attest:

DocuSigned by:
BCF6734E40E94AE...
Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:
9A7DC2E31E694A2...
Jonathan Young, City Attorney

CONTRACTOR:
BCV, Inc.

DocuSigned by:
A54F5826C0FD47C...
Signature

Brett Manning President
Printed Name /Title

5/7/2024
Date

Docusign Envelope ID: 5C731D66-4BC7-46A1-AAC7-752AD054F269

CONTRACT #C-101637

AMENDMENT No. 1

ITB 24-26: CRACK SEALING AND MASTIC REPAIRS

This Agreement amends the public works Contract number C-101637 by and between the City of Vancouver, hereinafter referred to as “City”, and BCV, Inc., hereinafter referred to as "Contractor", whose address is PO Box 2898, Wenatchee, WA 98807 for services offered.

This amendment amends the original Contract as follows:

1. This Work shall be performed on the streets listed in herein and by reference made part of this Amendment “2025 Crack Sealing and Mastic Repairs Proposal” and as shown on herein attached “2025 Crack Sealing Streets” and “2025 Crack Sealing Area Street Maps.”
2. Compensation for work performed shall be calculated based on updated pricing contained in herein attached document and hereby reference made part of this Amendment “2025 Crack Sealing and Mastic Repairs Proposal.”
3. Total compensation to Contractor for above work performed shall not exceed $432,950.00 as detailed in herein attached spreadsheet and hereby reference made part of this Amendment. Any changes must be approved by written change order on City authorized forms and signed by all parties.
4. The following special conditions shall apply to work performed under this Amendment. In case of conflict these special conditions shall apply.
    a. This project shall be physically completed within *** 35 *** Working Days. Work on streets shown on Area Maps 1-10 shall begin within 10 days from the Notice to Proceed Date, and shall be complete by June 20, 2025.

       A site-specific traffic control plan must be reviewed and approved by City staff prior to work on streets shown on Area Maps 27 and 28. Work in these two areas shall be complete by July 7, 2025.

       Work on streets shown on Maps 11 - 26 shall not begin until September 1, 2025 unless notified otherwise by the Engineer. No working days will be charged from the date of completion of work on streets shown on Maps 1-10, 27 and 28 until the start of work on streets Maps 11-26.

5. Ratification: Acts taken pursuant to this Amendment but prior to its effective date are hereby ratified and confirmed.

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

CITY OF VANCOUVER
A municipal corporation

Signed by:
C084EA446CF9483...
Lon Pluckhahn, City Manager

4/11/2025
Date

Attest:

DocuSigned by:
Natasha Ramras
493E94041DAE4BD...
Natasha Ramras, City Clerk

Approved as to form:

DocuSigned by:
Nena Cook
A17C6F7FA2AC4D4...
Nena Cook, City Attorney

CONTRACTOR:
BCV, Inc.

DocuSigned by:
Brett Manning
A54F5826C0FD47C...
Signature

Brett Manning President
Printed Name /Title

4/9/2025
Date

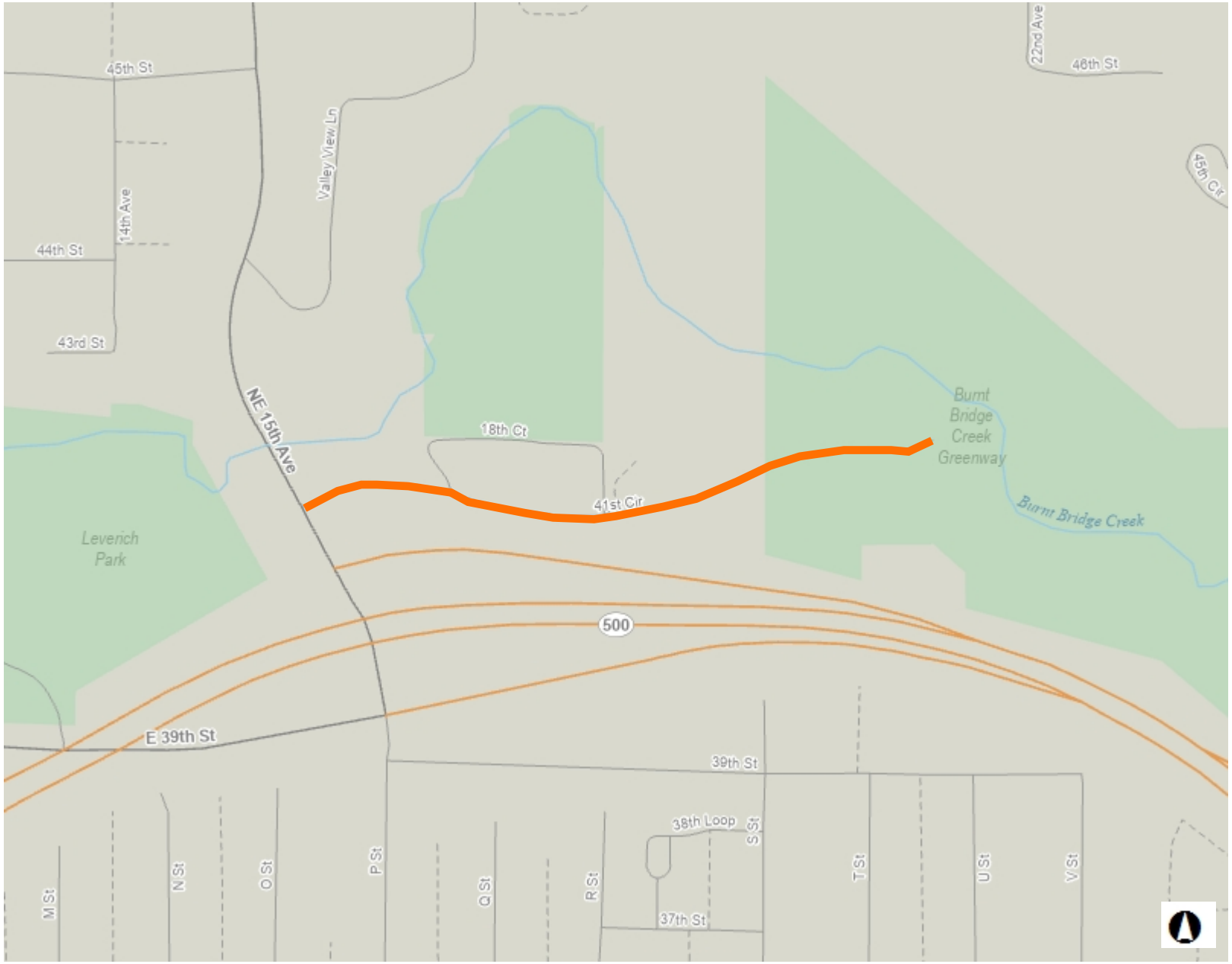
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2025 Crack Sealing and Mastic Repairs Proposal

Base Bid: Includes all the work.

Item No.	WSDOT Section	Approx. Quantity	Unit	DESCRIPTION	Unit Price	Total Price
1A	1-10.5	1	LS	Project Temporary Traffic Contol	$3,500.00	$3,500.00
2A	1-10.5	1,000	HR	Flaggers	$70.00	$70,000.00
3A	5-03.5*	595,000	LF	Crack Sealing	$0.56	$333,200.00
4A	5-03.5*	7,500	LB	Mastic Repair	$3.50	$26,250.00
					Total Price	$432,950.00

Map #1 - City of Vancouver 2025 Crack Sealing - West Minnehaha Neighborhood





Notes:

1. Localized pavement repairs will be performed in various locations along this corridor. Pavement repair areas will be marked in the field. Crack sealing shall not be performed within these areas.

2. Linear feet of crack sealing shall be documented and marked in the street every 1000 feet or at each intersection, whichever comes first.

= Crack Seal Street to Receive a Slurry Seal

Map #2 - City of Vancouver 2025 Crack Sealing - Hudson's Bay Neighborhood





Notes:

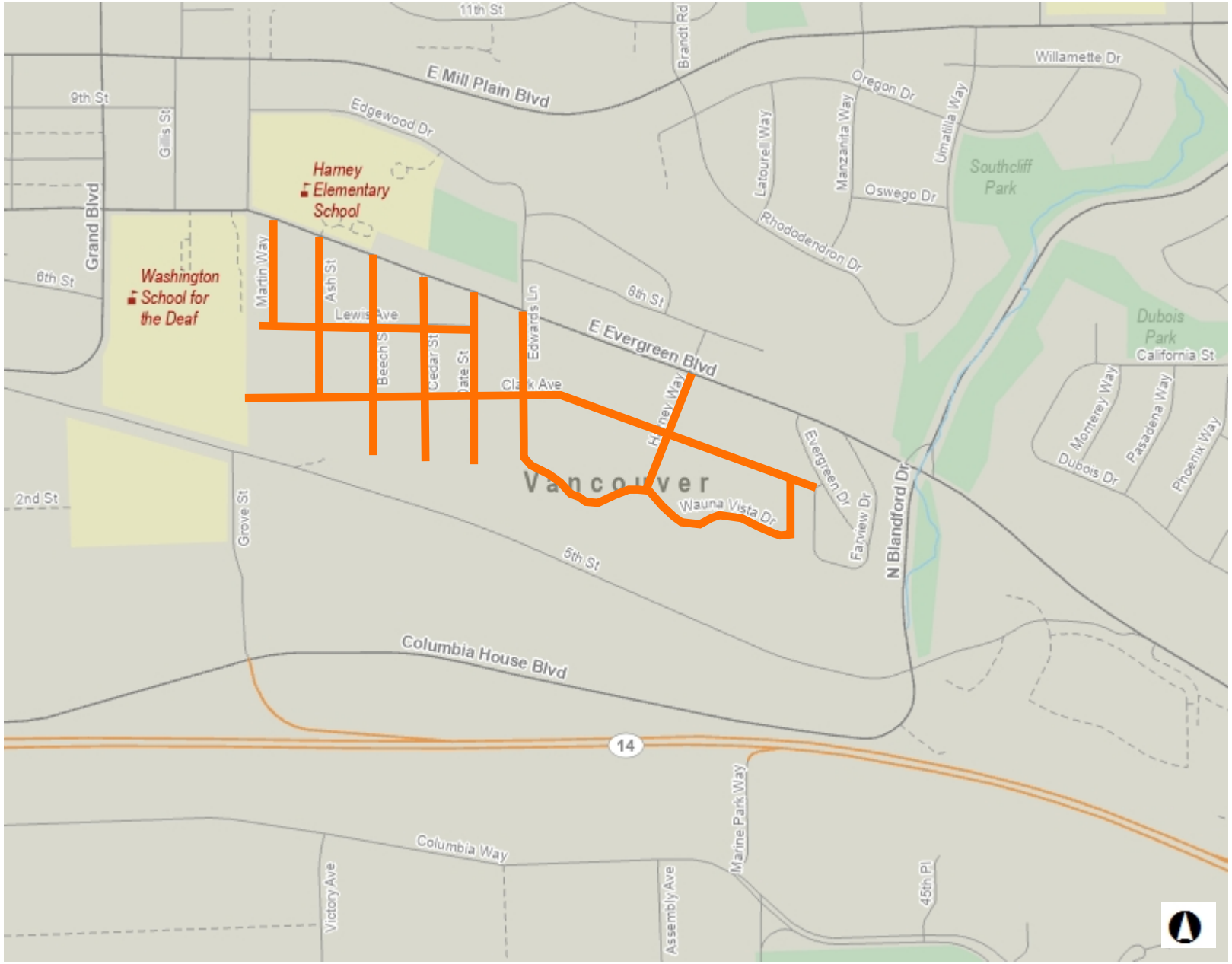
1. Localized pavement repairs will be performed in various locations along this corridor. Pavement repair areas will be marked in the field. Crack sealing shall not be performed within these areas.

2. Linear feet of crack sealing shall be documented and marked in the street every 1000 feet or at each intersection, whichever comes first.

= Crack Seal Street to Receive a Slurry Seal

Docusign Envelope ID: 5C731D66-4BC7-46A1-AAC7-752AD054F269

Map #3 - City of Vancouver 2025 Crack Sealing -Edgewood Park Neighborhood





Notes:

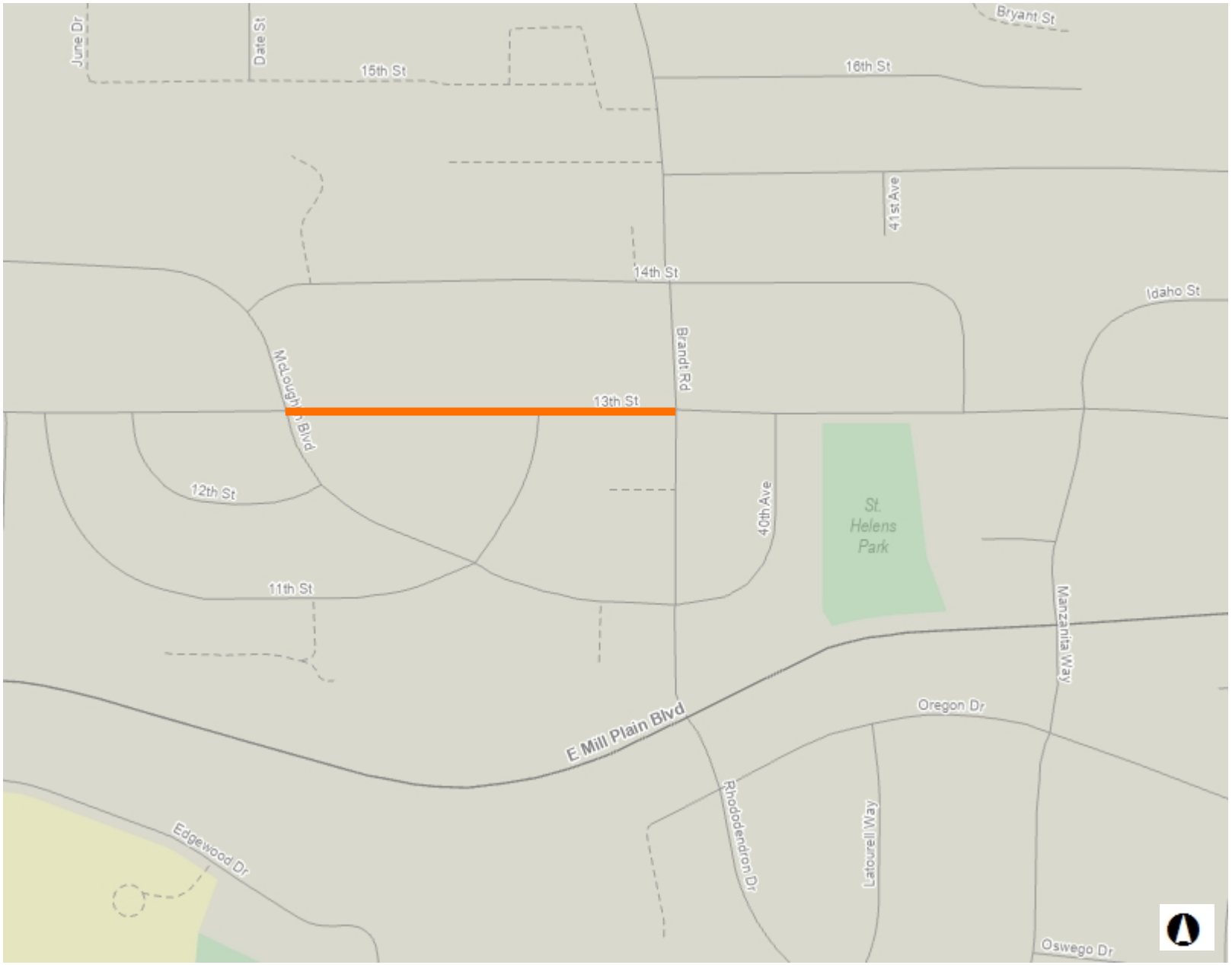
1. Localized pavement repairs will be performed in various locations along this corridor. Pavement repair areas will be marked in the field. Crack sealing shall not be performed within these areas.

2. Linear feet of crack sealing shall be documented and marked in the street every 1000 feet or at each intersection, whichever comes first.

= Crack Seal Street to Receive a Slurry Seal

Docusign Envelope ID: 5C731D66-4BC7-46A1-AAC7-752AD054F269

Map #4 - City of Vancouver 2025 Crack Sealing - Harney Heights Neighborhood





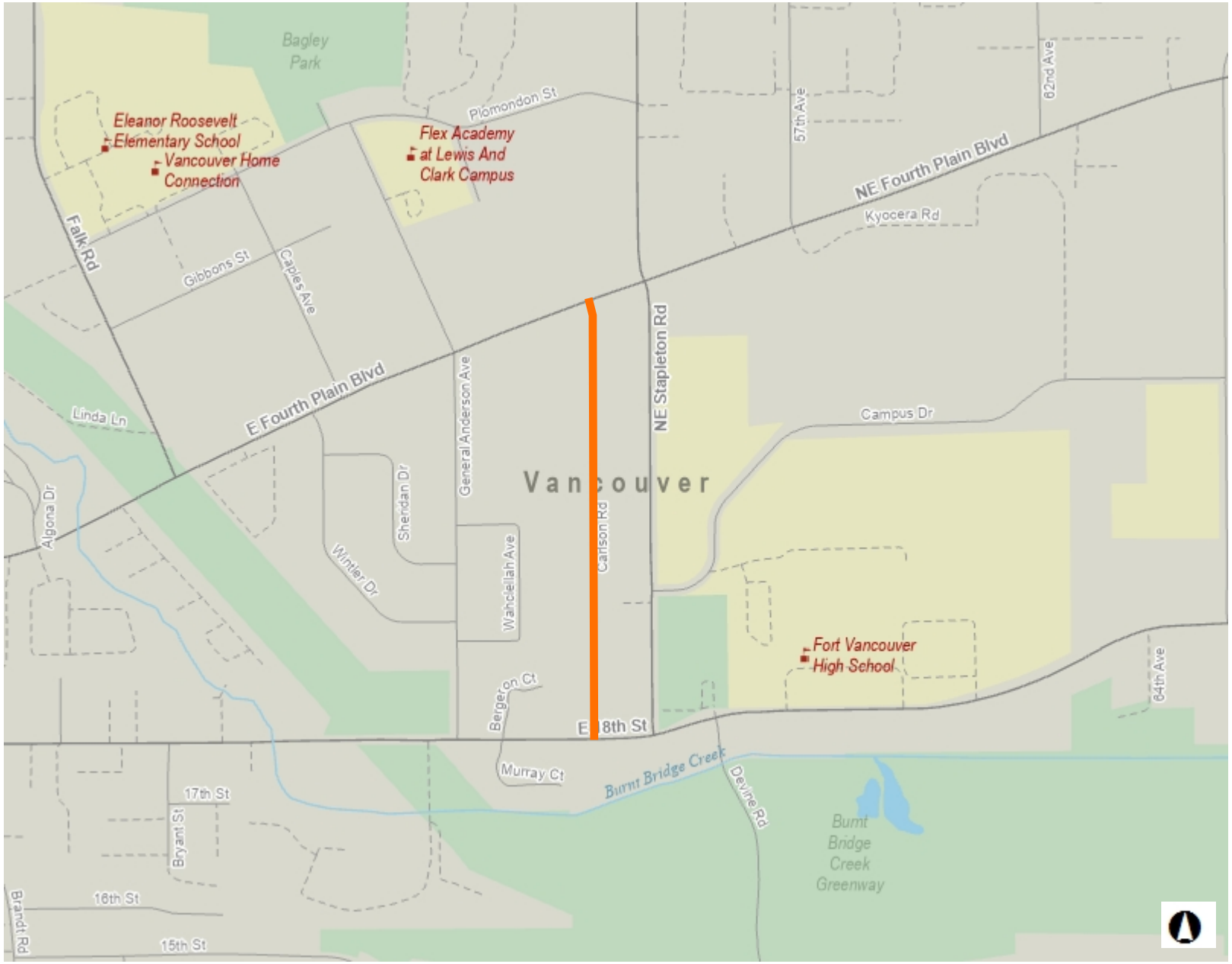
Notes:

1. Localized pavement repairs will be performed in various locations along this corridor. Pavement repair areas will be marked in the field. Crack sealing shall not be performed within these areas.

2. Linear feet of crack sealing shall be documented and marked in the street every 1000 feet or at each intersection, whichever comes first.

= Crack Seal Street to Receive a Slurry Seal

Map #5 - City of Vancouver 2025 Crack Sealing - Meadow Homes Neighborhood





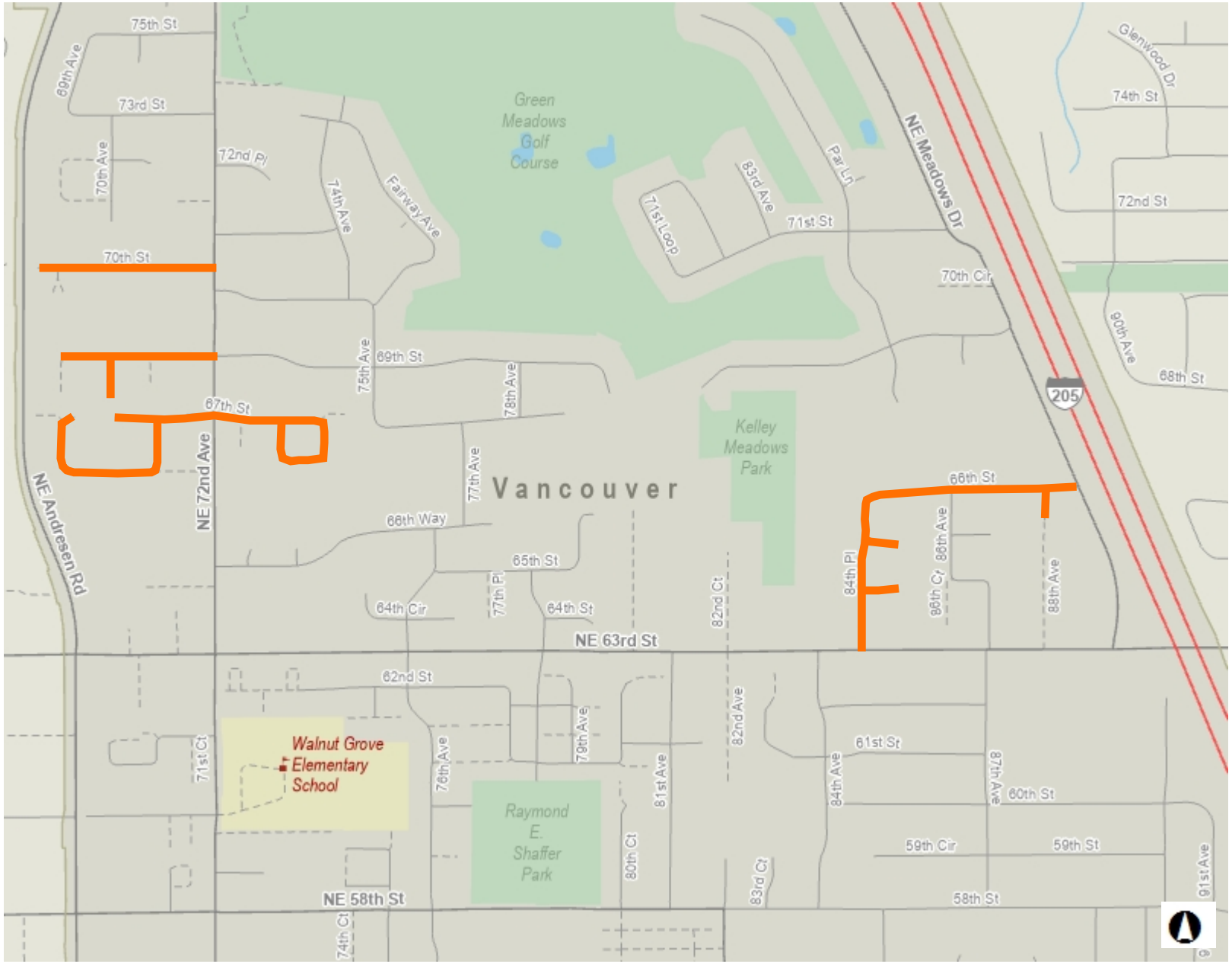
Notes:

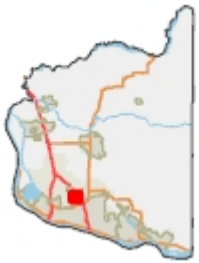
1. Localized pavement repairs will be performed in various locations along this corridor. Pavement repair areas will be marked in the field. Crack sealing shall not be performed within these areas.

2. Linear feet of crack sealing shall be documented and marked in the street every 1000 feet or at each intersection, whichever comes first.

= Crack Seal Street to Receive a Slurry Seal

Map #6 - City of Vancouver 2025 Crack Sealing - Green Meadows Neighborhood





Notes:

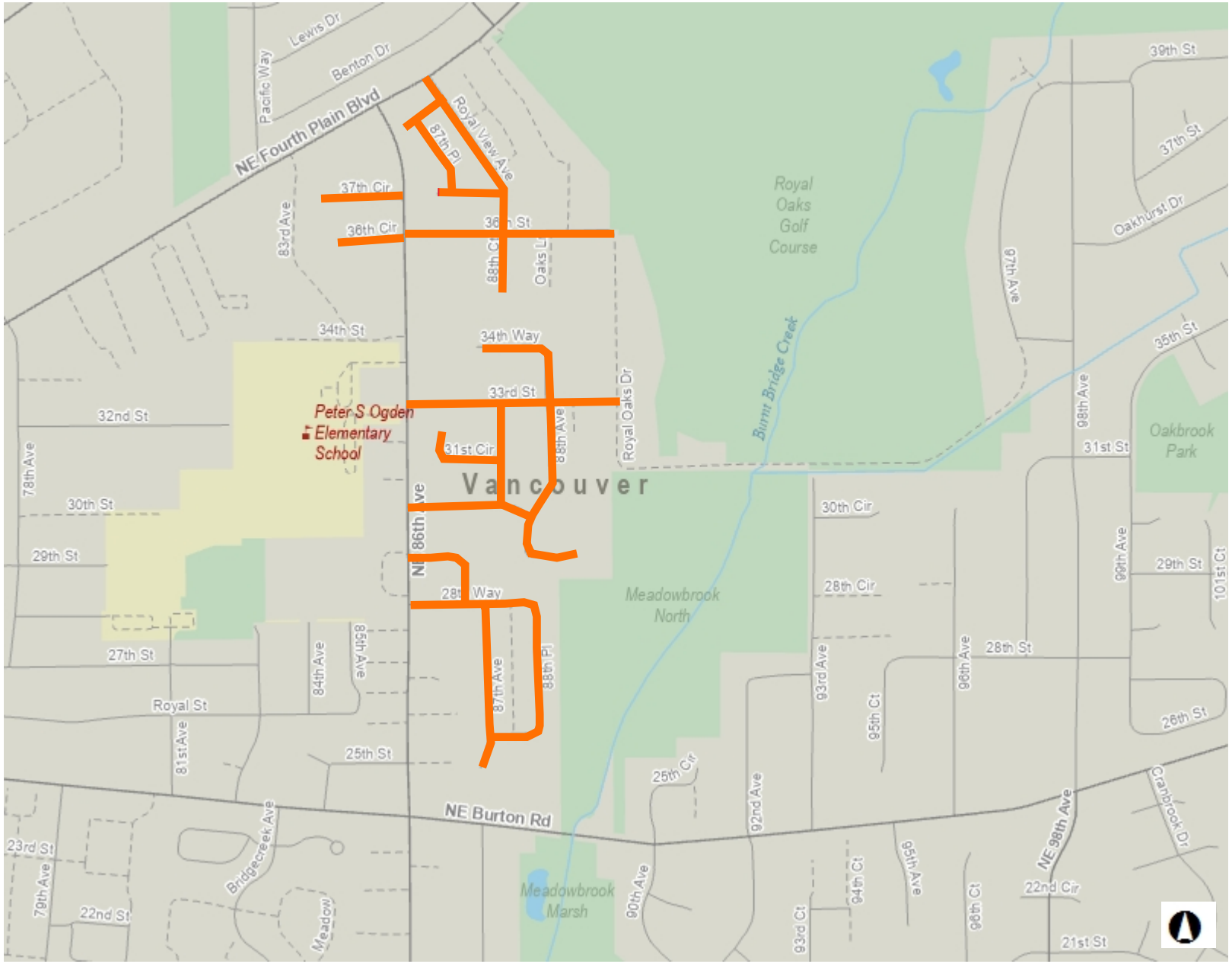
1. Localized pavement repairs will be performed in various locations along this corridor. Pavement repair areas will be marked in the field. Crack sealing shall not be performed within these areas.

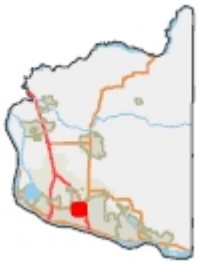
2. Linear feet of crack sealing shall be documented and marked in the street every 1000 feet or at each intersection, whichever comes first.

= Crack Seal Street to Receive a Slurry Seal

Docusign Envelope ID: 5C731D66-4BC7-46A1-AAC7-752AD054F269

Map #7 - City of Vancouver 2025 Crack Sealing - Ogden Neighborhood (North)





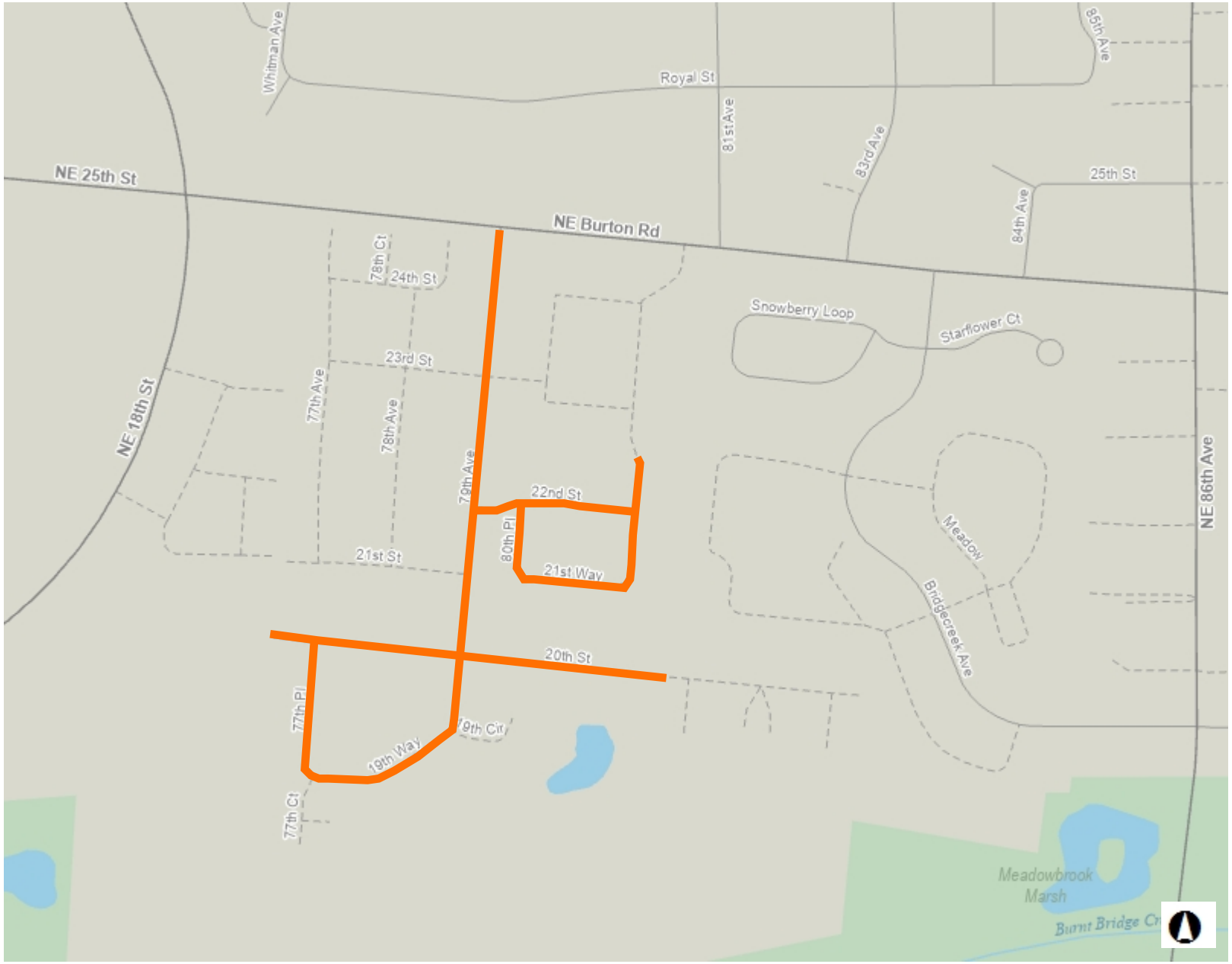
Notes:

1. Localized pavement repairs will be performed in various locations along this corridor. Pavement repair areas will be marked in the field. Crack sealing shall not be performed within these areas.

2. Linear feet of crack sealing shall be documented and marked in the street every 1000 feet or at each intersection, whichever comes first.

= Crack Seal Street to Receive a Slurry Seal

Map #8 - City of Vancouver 2025 Crack Sealing - Ogden Neighborhood (South)





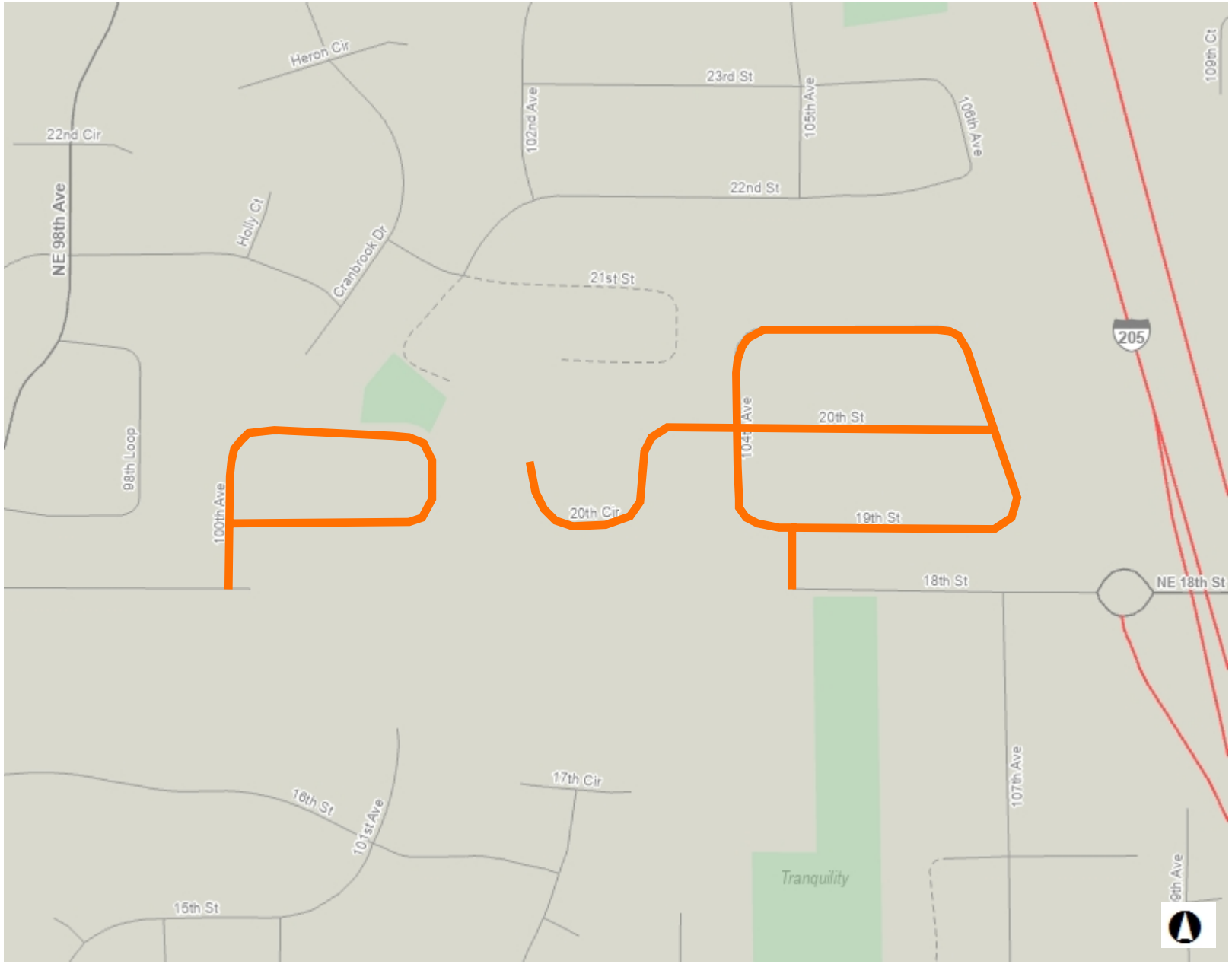
Notes:

1. Localized pavement repairs will be performed in various locations along this corridor. Pavement repair areas will be marked in the field. Crack sealing shall not be performed within these areas.

2. Linear feet of crack sealing shall be documented and marked in the street every 1000 feet or at each intersection, whichever comes first.

= Crack Seal Street to Receive a Slurry Seal

Map #9 - City of Vancouver 2025 Crack Sealing - Burton Ridge Neighborhood





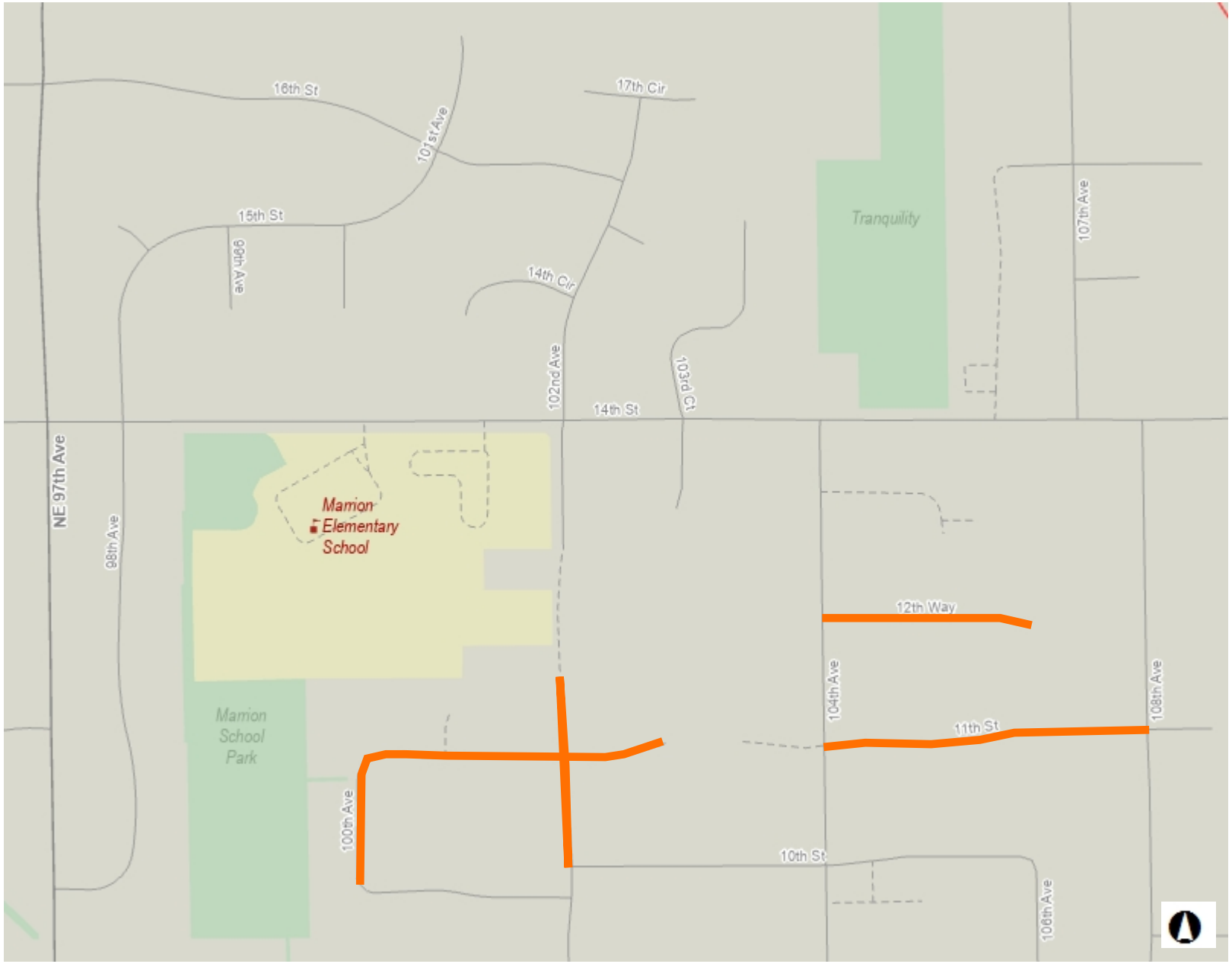
Notes:

1. Localized pavement repairs will be performed in various locations along this corridor. Pavement repair areas will be marked in the field. Crack sealing shall not be performed within these areas.

2. Linear feet of crack sealing shall be documented and marked in the street every 1000 feet or at each intersection, whichever comes first.

= Crack Seal Street to Receive a Slurry Seal

Map #10 - City of Vancouver 2025 Slurry Seals - Marrion Neighborhood





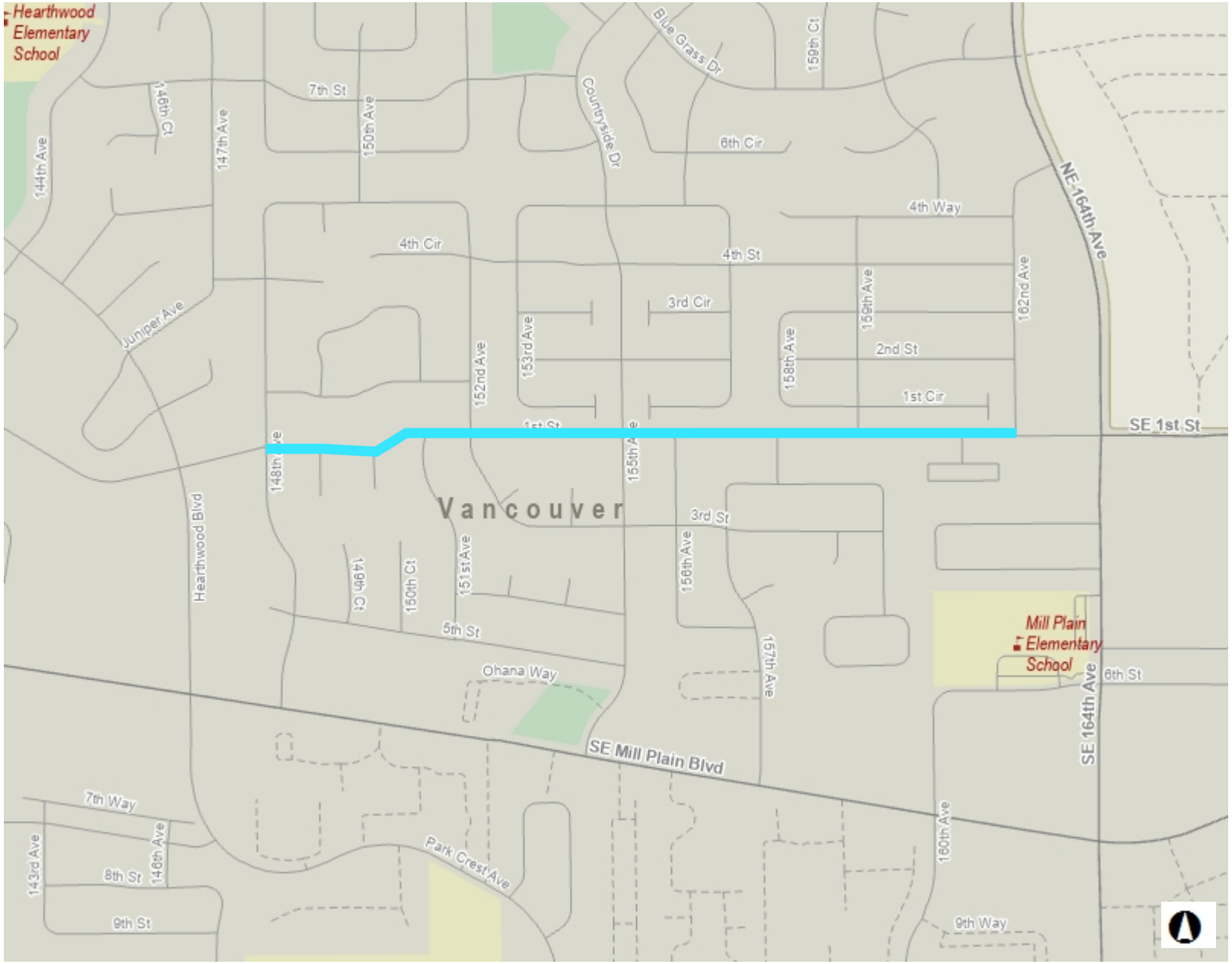
Notes:

1. Localized pavement repairs will be performed in various locations along this corridor. Pavement repair areas will be marked in the field. Crack sealing shall not be performed within these areas.

2. Linear feet of crack sealing shall be documented and marked in the street every 1000 feet or at each intersection, whichever comes first.

= Crack Seal Street to Receive a Slurry Seal

Map #11 - City of Vancouver 2025 Crack Sealing - SE 1st St





Notes:

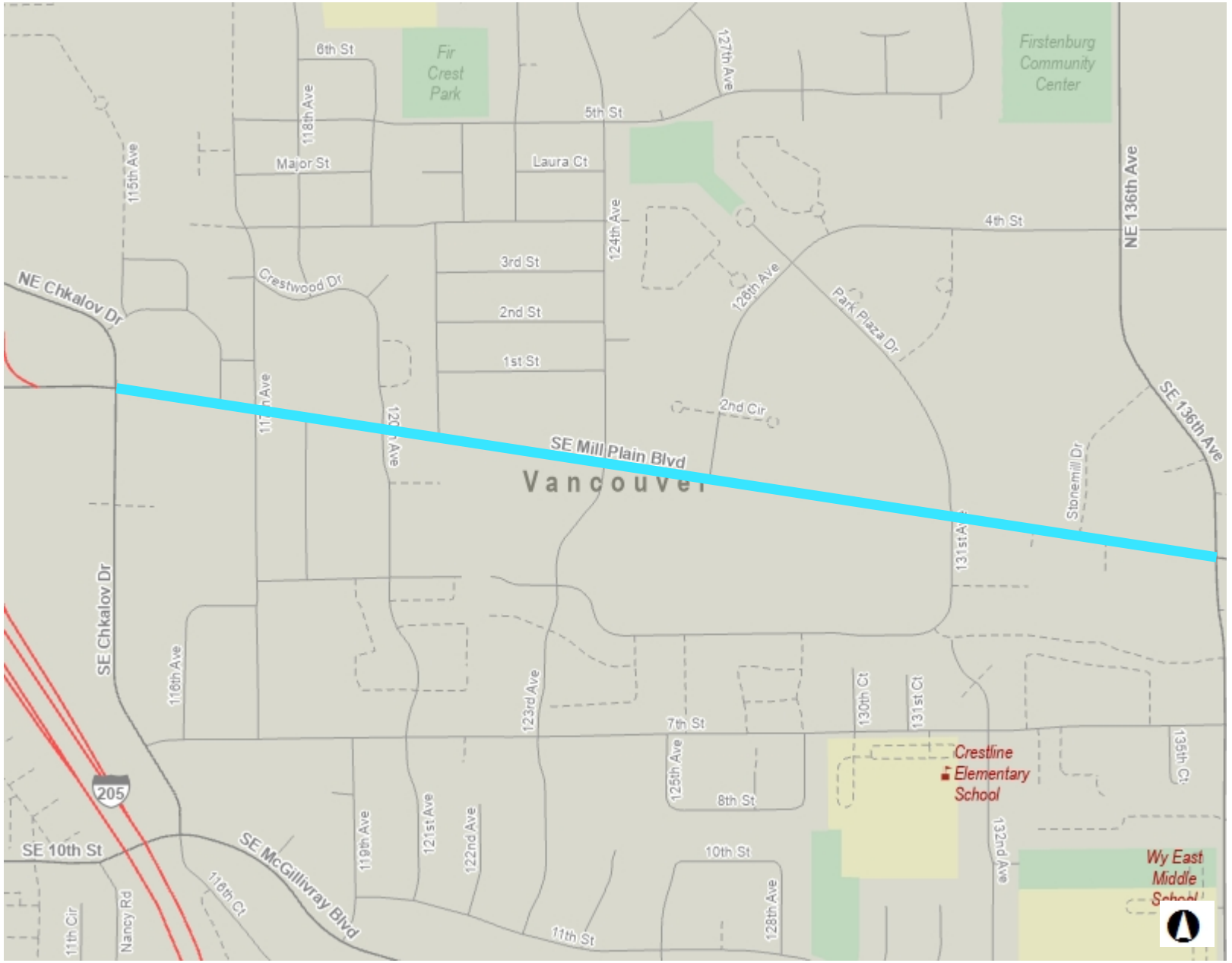
1. Localized pavement repairs will be performed in various locations along this corridor. Pavement repair areas will be marked in the field. Crack sealing shall not be performed within these areas.

2. Linear feet of crack sealing shall be documented and marked in the street every 1000 feet or at each intersection, whichever comes first.

= Crack Seal Street to Receive a Type 3 Micro

Docusign Envelope ID: 5C731D66-4BC7-46A1-AAC7-752AD054F269

Map #12 - City of Vancouver 2025 Crack Sealing - SE Mill Plain Blvd





Notes:

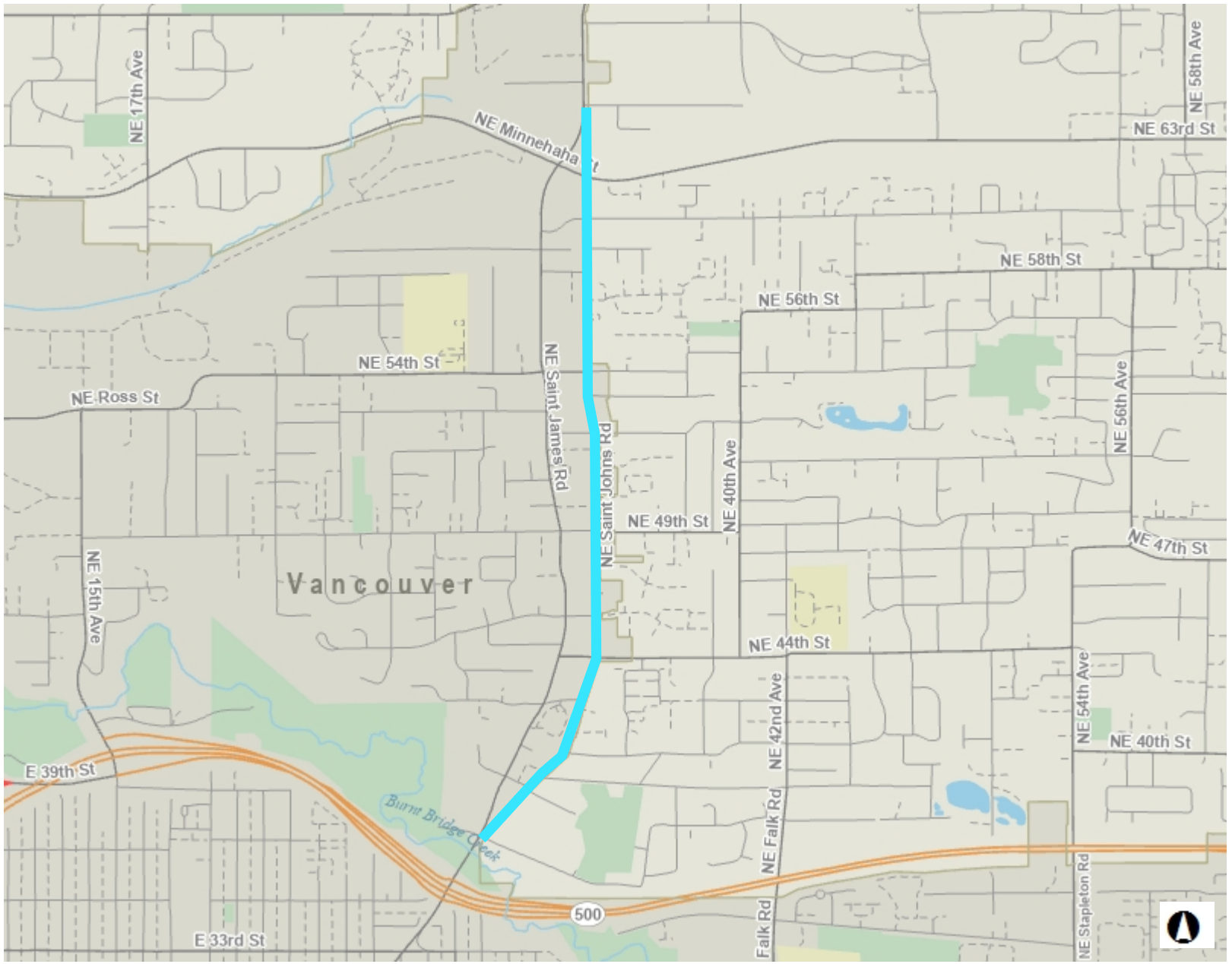
1. Localized pavement repairs will be performed in various locations along this corridor. Pavement repair areas will be marked in the field. Crack sealing shall not be performed within these areas.

2. Linear feet of crack sealing shall be documented and marked in the street every 1000 feet or at each intersection, whichever comes first.

= Crack Seal Street to Receive a Type 3 Micro

Docusign Envelope ID: 5C731D66-4BC7-46A1-AAC7-752AD054F269

Map #13 - City of Vancouver 2025 Crack Sealing - NE St Johns Rd





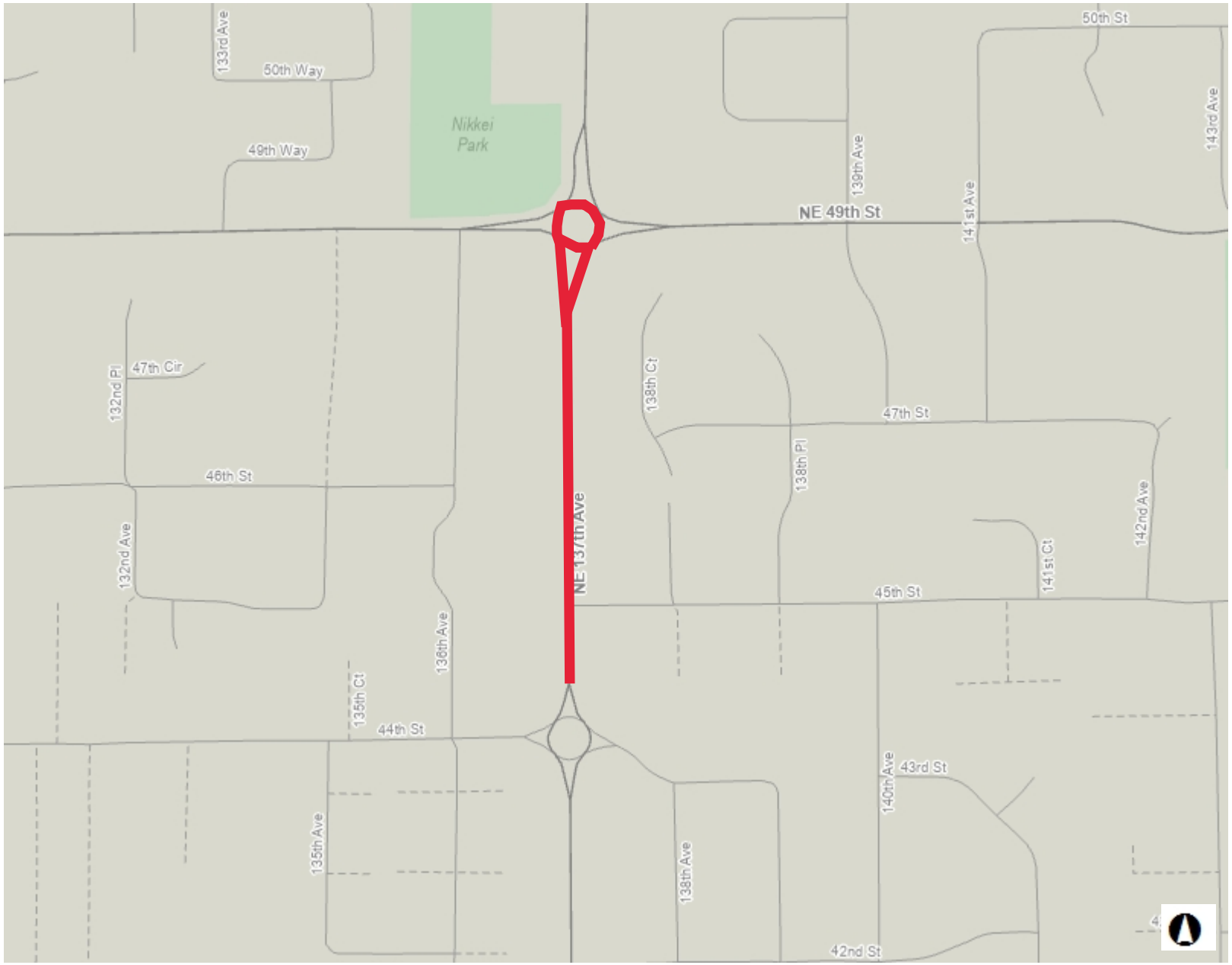
Notes:

1. Localized pavement repairs will be performed in various locations along this corridor. Pavement repair areas will be marked in the field. Crack sealing shall not be performed within these areas.

2. Linear feet of crack sealing shall be documented and marked in the street every 1000 feet or at each intersection, whichever comes first.

= Crack Seal Street to Receive a Type 3 Micro

Map #14 - City of Vancouver 2025 Crack Sealing - NE 137th Ave





Notes:

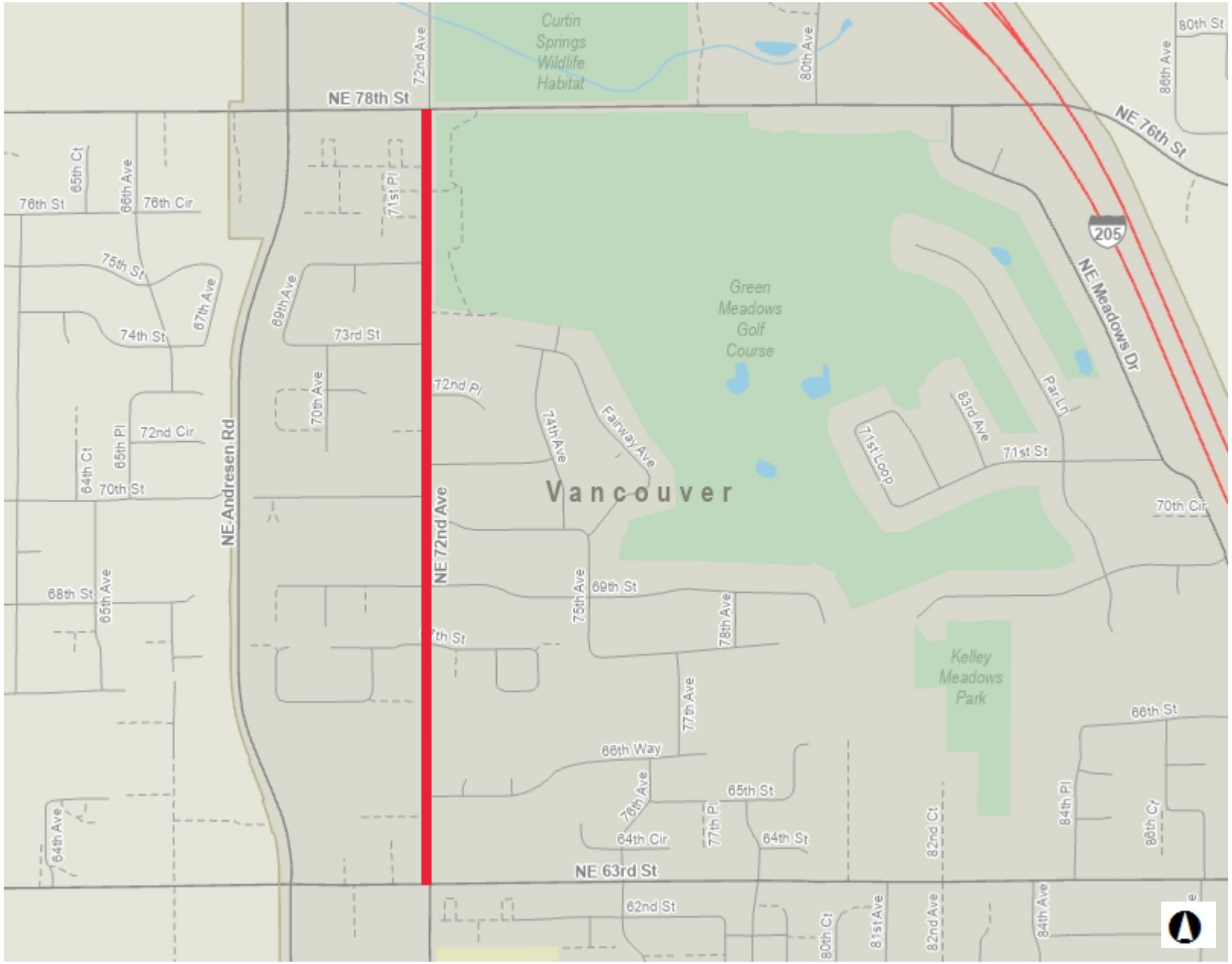
1. Localized pavement repairs will be performed in various locations along this corridor. Pavement repair areas will be marked in the field. Crack sealing shall not be performed within these areas.

2. Linear feet of crack sealing shall be documented and marked in the street every 1000 feet or at each intersection, whichever comes first.

= Crack Seal Only, No Additional Street Preservation Work

Docusign Envelope ID: 5C731D66-4BC7-46A1-AAC7-752AD054F269

Map #15 - City of Vancouver 2025 Crack Sealing - NE 72nd Ave





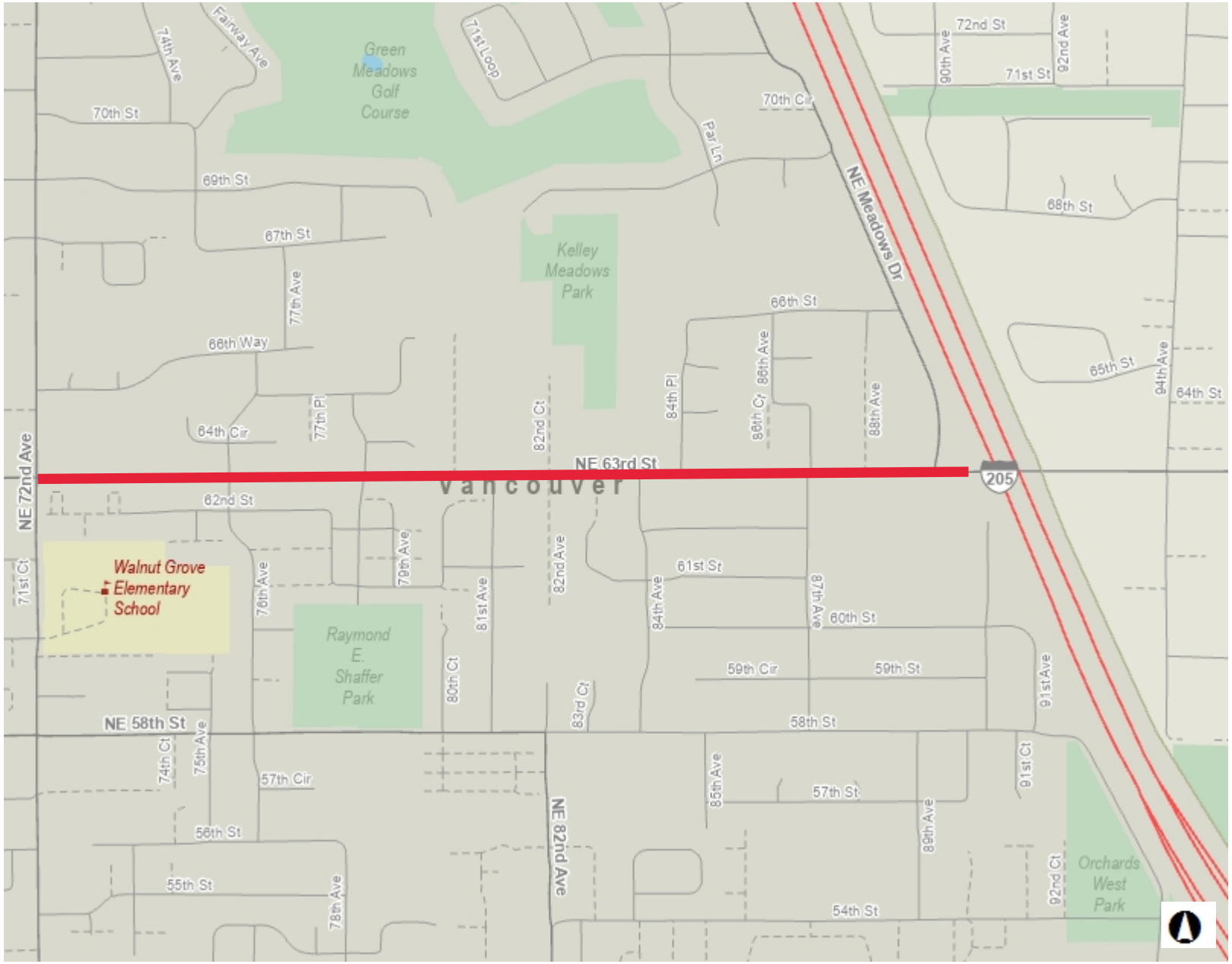
Notes:

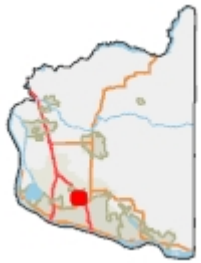
1. Localized pavement repairs will be performed in various locations along this corridor. Pavement repair areas will be marked in the field. Crack sealing shall not be performed within these areas.

2. Linear feet of crack sealing shall be documented and marked in the street every 1000 feet or at each intersection, whichever comes first.

= Crack Seal Only, No Additional Street Preservation Work

Map #16 - City of Vancouver 2025 Crack Sealing - NE 63rd St





Notes:

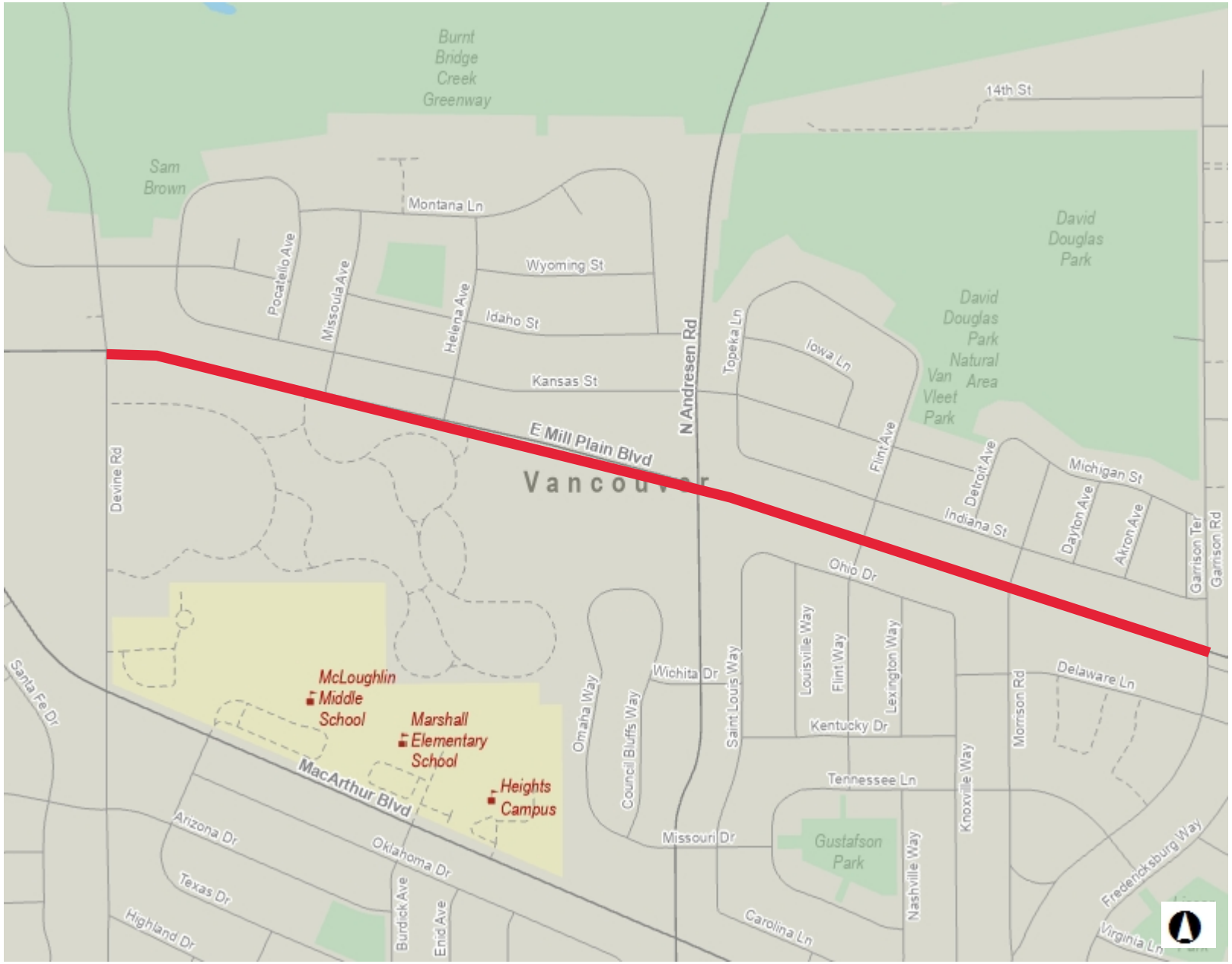
1. Localized pavement repairs will be performed in various locations along this corridor. Pavement repair areas will be marked in the field. Crack sealing shall not be performed within these areas.

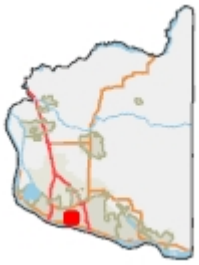
2. Linear feet of crack sealing shall be documented and marked in the street every 1000 feet or at each intersection, whichever comes first.

= Crack Seal Only, No Additional Street Preservation Work

Docusign Envelope ID: 5C731D66-4BC7-46A1-AAC7-752AD054F269

Map #17 - City of Vancouver 2025 Crack Sealing - E Mill Plain Blvd





Notes:

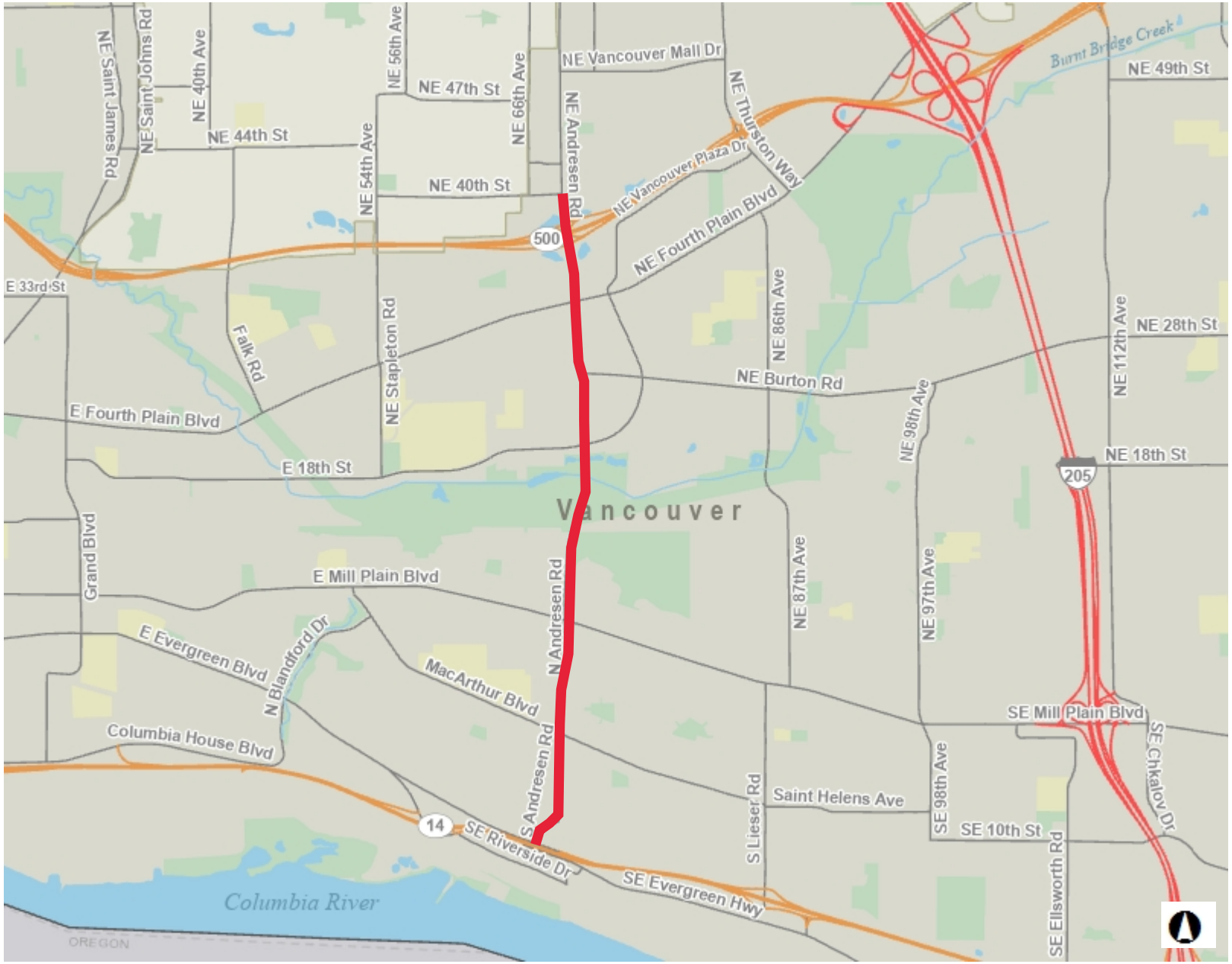
1. Localized pavement repairs will be performed in various locations along this corridor. Pavement repair areas will be marked in the field. Crack sealing shall not be performed within these areas.

2. Linear feet of crack sealing shall be documented and marked in the street every 1000 feet or at each intersection, whichever comes first.

= Crack Seal Only, No Additional Street Preservation Work

Docusign Envelope ID: 5C731D66-4BC7-46A1-AAC7-752AD054F269

Map #18 - City of Vancouver 2025 Crack Sealing - Andresen Rd





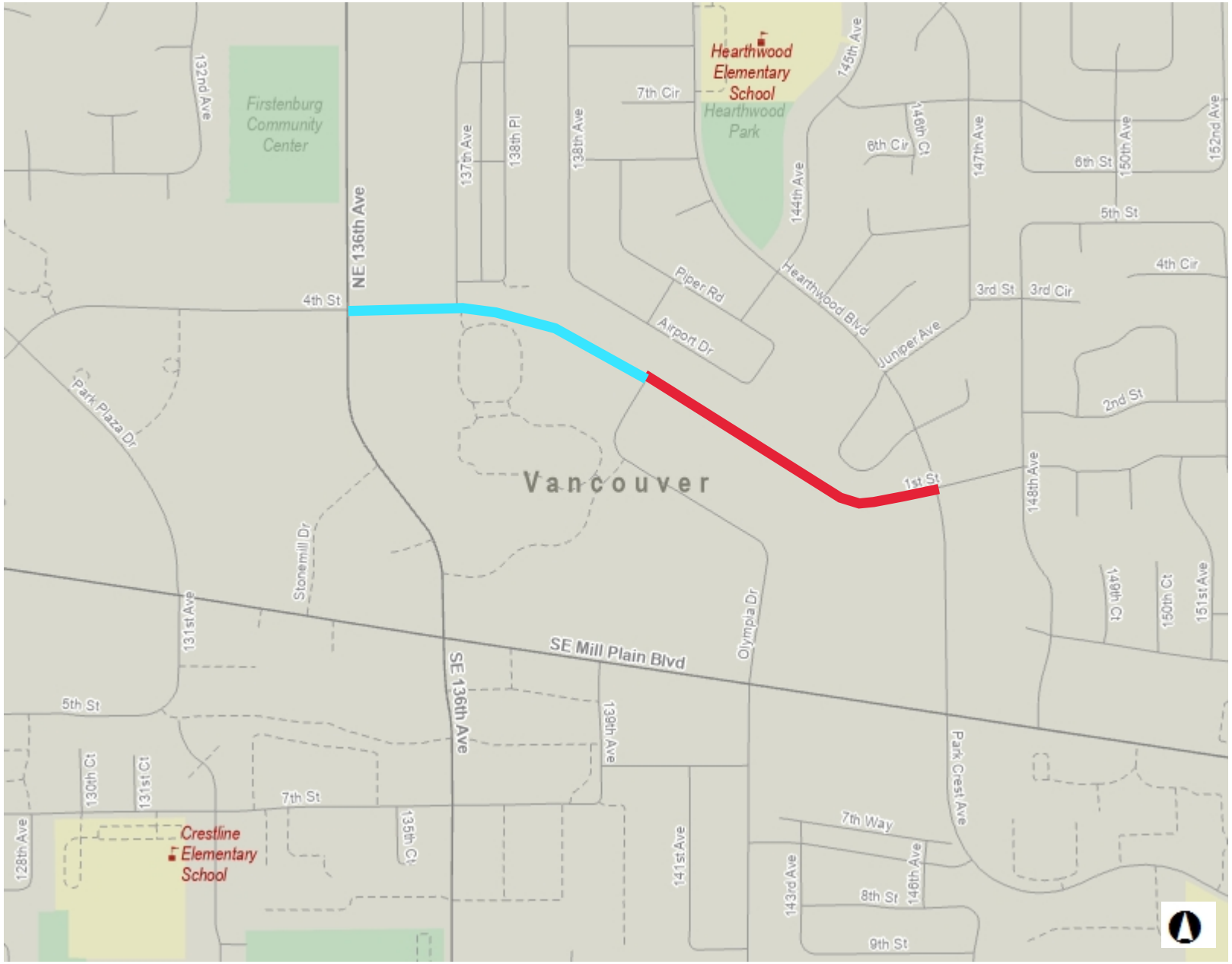
Notes:

1. Localized pavement repairs will be performed in various locations along this corridor. Pavement repair areas will be marked in the field. Crack sealing shall not be performed within these areas.

2. Linear feet of crack sealing shall be documented and marked in the street every 1000 feet or at each intersection, whichever comes first.

= Crack Seal Only, No Additional Street Preservation Work

Map #19 - City of Vancouver 2025 Crack Sealing - NE 4th St/SE 1st St





Notes:

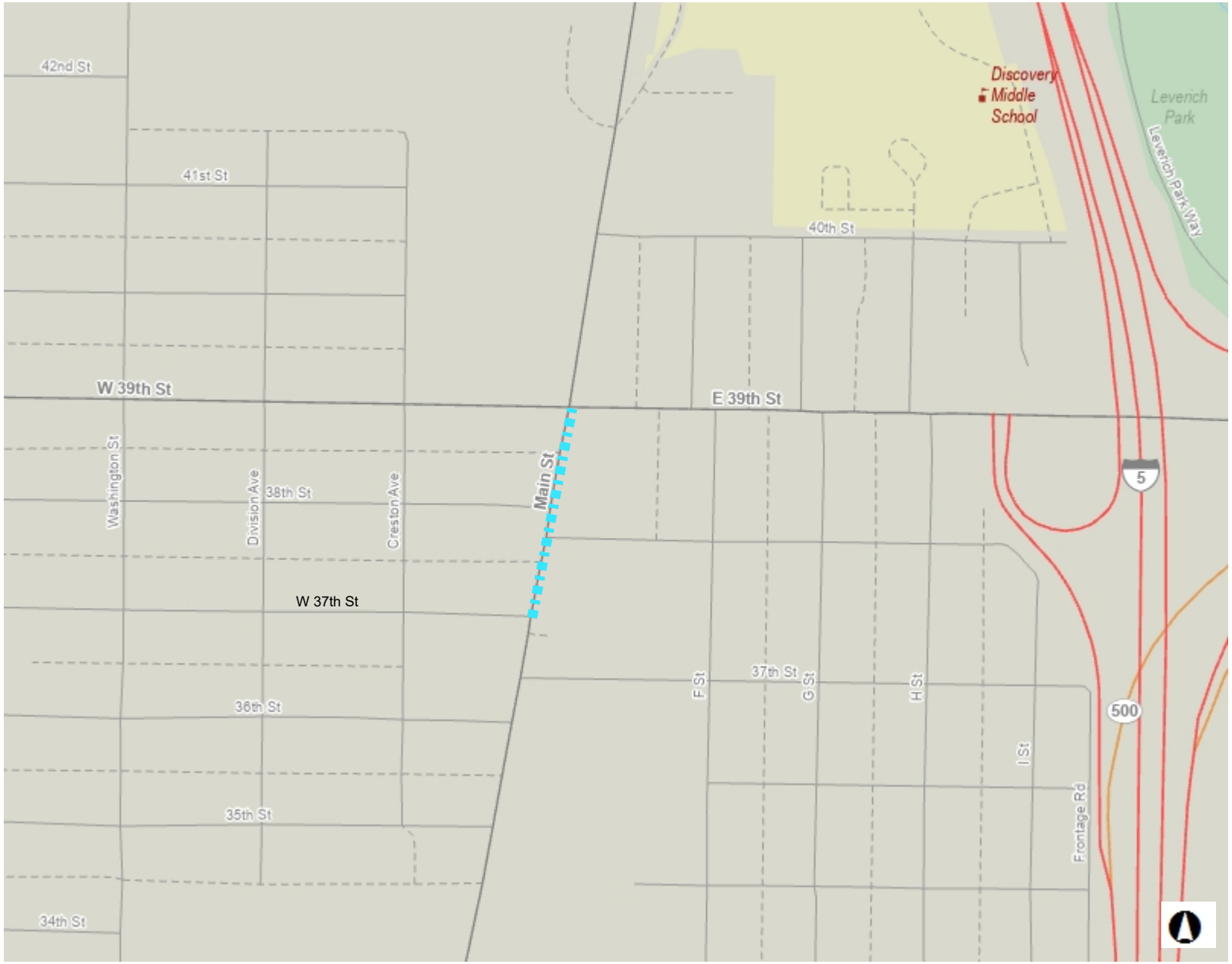
1. Localized pavement repairs will be performed in various locations along this corridor. Pavement repair areas will be marked in the field. Crack sealing shall not be performed within these areas.
2. Linear feet of crack sealing shall be documented and marked in the street every 1000 feet or at each intersection, whichever comes first.

= Crack Sealing Only, No Additional Street Preservation Work

= Crack Seal Street to Receive a Type 3 Micro

Docusign Envelope ID: 5C731D66-4BC7-46A1-AAC7-752AD054F269

Map #20 - City of Vancouver 2025 Crack Sealing - Main St





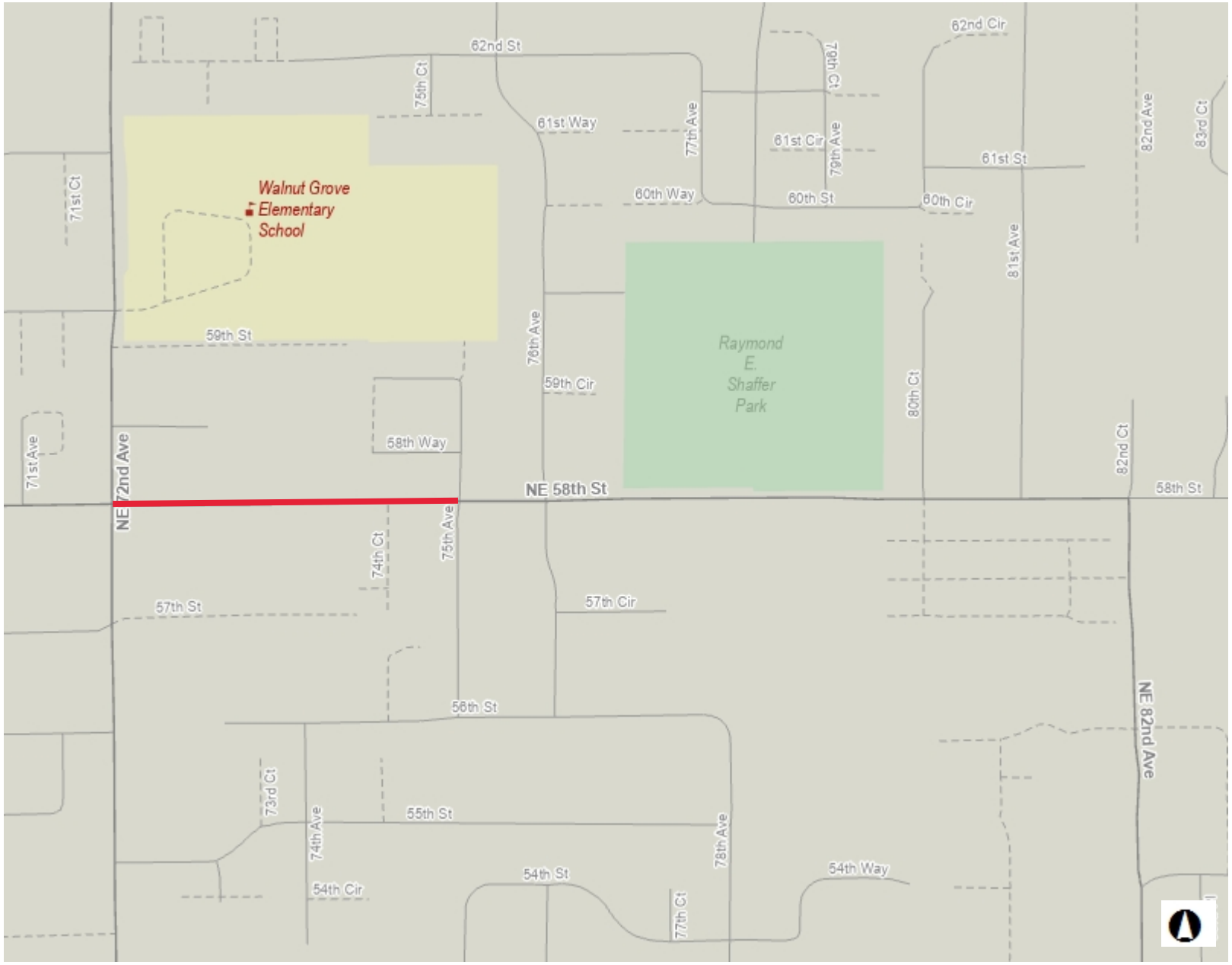
Notes:

1. Localized pavement repairs will be performed in various locations along this corridor. Pavement repair areas will be marked in the field. Crack sealing shall not be performed within these areas.
2. Linear feet of crack sealing shall be documented and marked in the street every 1000 feet or at each intersection, whichever comes first.

= Crack Seal Street to Receive a Type 2 Micro

Docusign Envelope ID: 5C731D66-4BC7-46A1-AAC7-752AD054F269

Map #21 - City of Vancouver 2025 Crack Sealing - NE 58th St





Notes:

1. Localized pavement repairs will be performed in various locations along this corridor. Pavement repair areas will be marked in the field. Crack sealing shall not be performed within these areas.

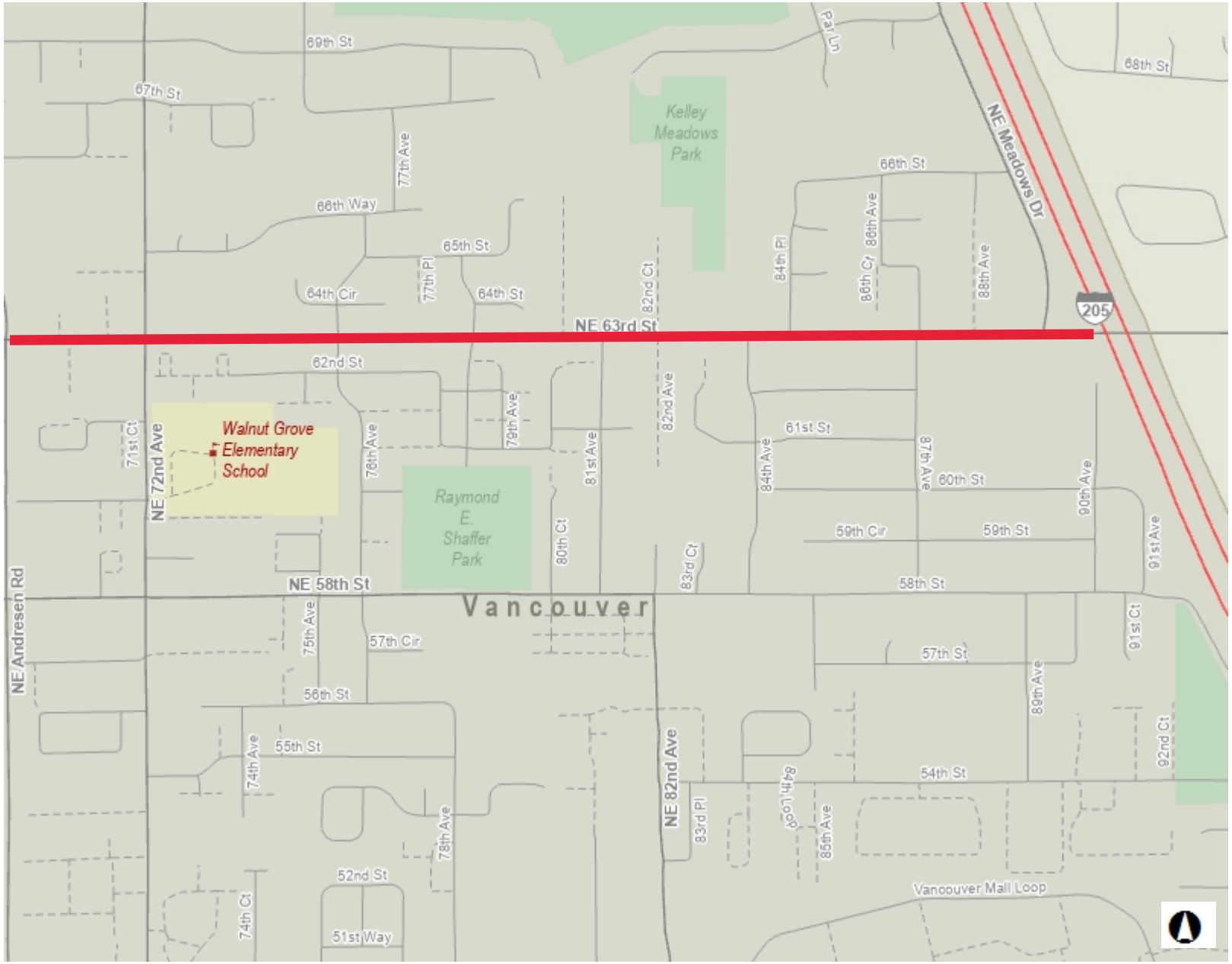
2. Linear feet of crack sealing shall be documented and marked in the street every 1000 feet or at each intersection, whichever comes first.

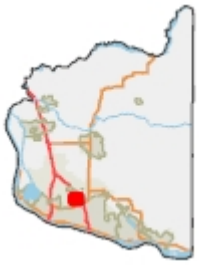
3. Crack seal eastbound lane only. The pavement in the westbound lane is new.

= Crack Seal Only. No Additional Street Preservation Work

Docusign Envelope ID: 5C731D66-4BC7-46A1-AAC7-752AD054F269

Map #22 - City of Vancouver 2025 Crack Sealing - NE 63rd St





Notes:

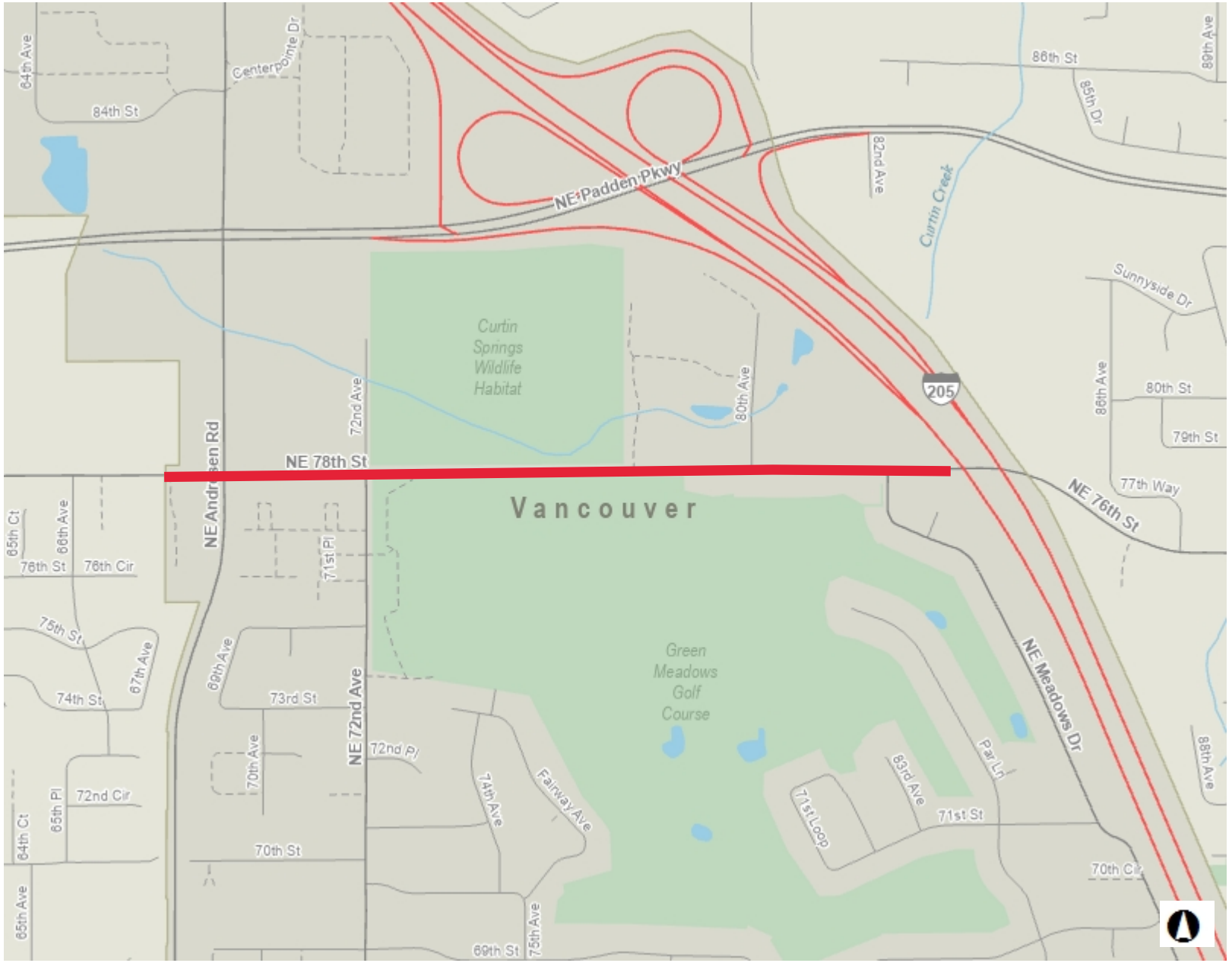
1. Localized pavement repairs will be performed in various locations along this corridor. Pavement repair areas will be marked in the field. Crack sealing shall not be performed within these areas.

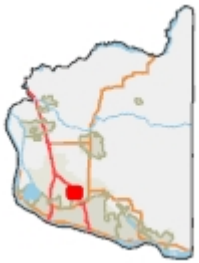
2. Linear feet of crack sealing shall be documented and marked in the street every 1000 feet or at each intersection, whichever comes first.

= Crack Seal Only, No Additional Street Preservation Work

Docusign Envelope ID: 5C731D66-4BC7-46A1-AAC7-752AD054F269

Map #23 - City of Vancouver 2025 Crack Sealing - NE 78th St





Notes:

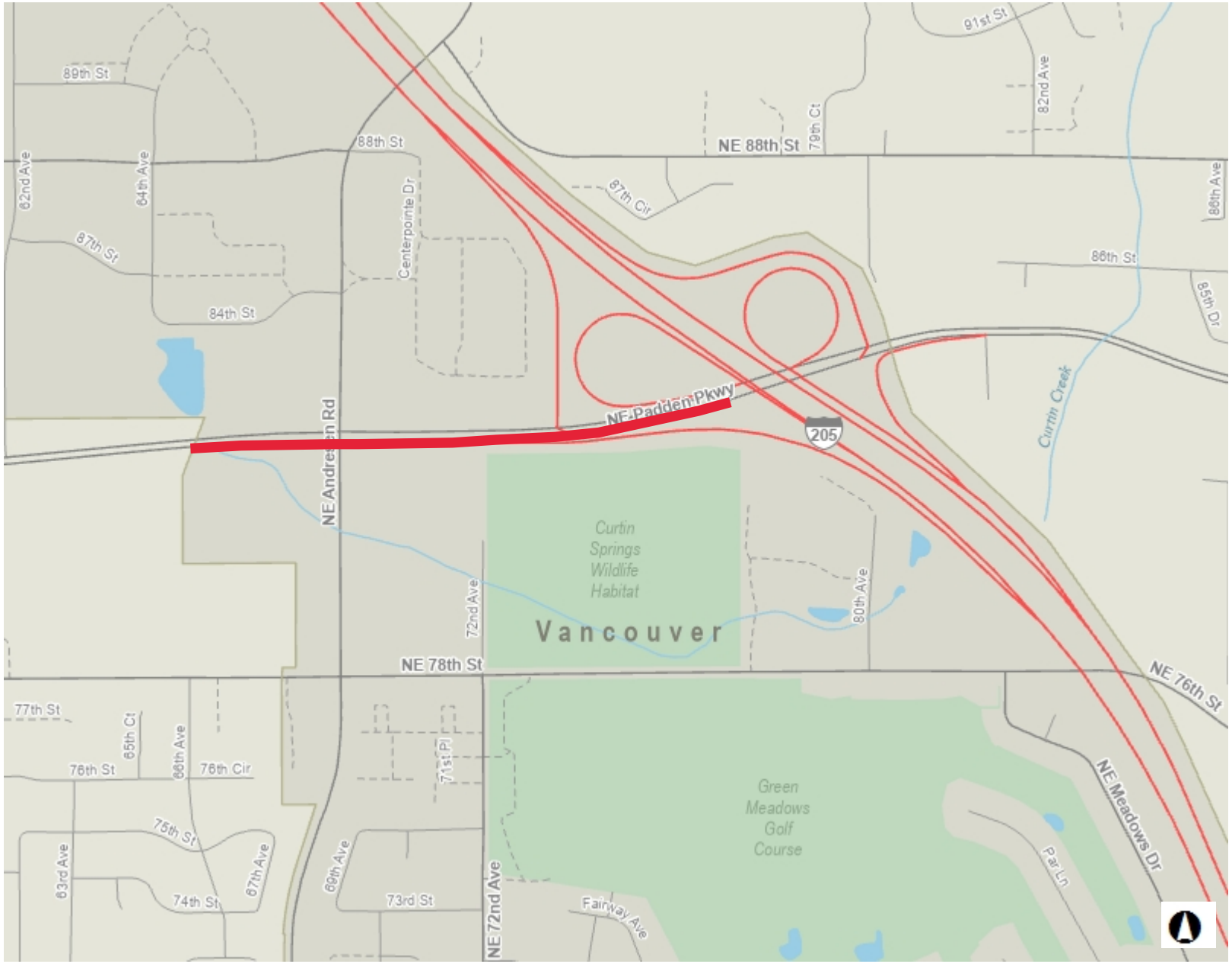
1. Localized pavement repairs will be performed in various locations along this corridor. Pavement repair areas will be marked in the field. Crack sealing shall not be performed within these areas.

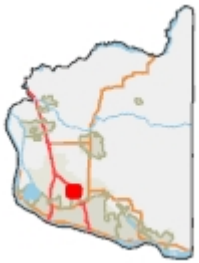
2. Linear feet of crack sealing shall be documented and marked in the street every 1000 feet or at each intersection, whichever comes first.

= Crack Seal Only, No Additional Street Preservation Work

Docusign Envelope ID: 5C731D66-4BC7-46A1-AAC7-752AD054F269

Map #24 - City of Vancouver 2025 Crack Sealing - NE Padden Pkwy WB





Notes:

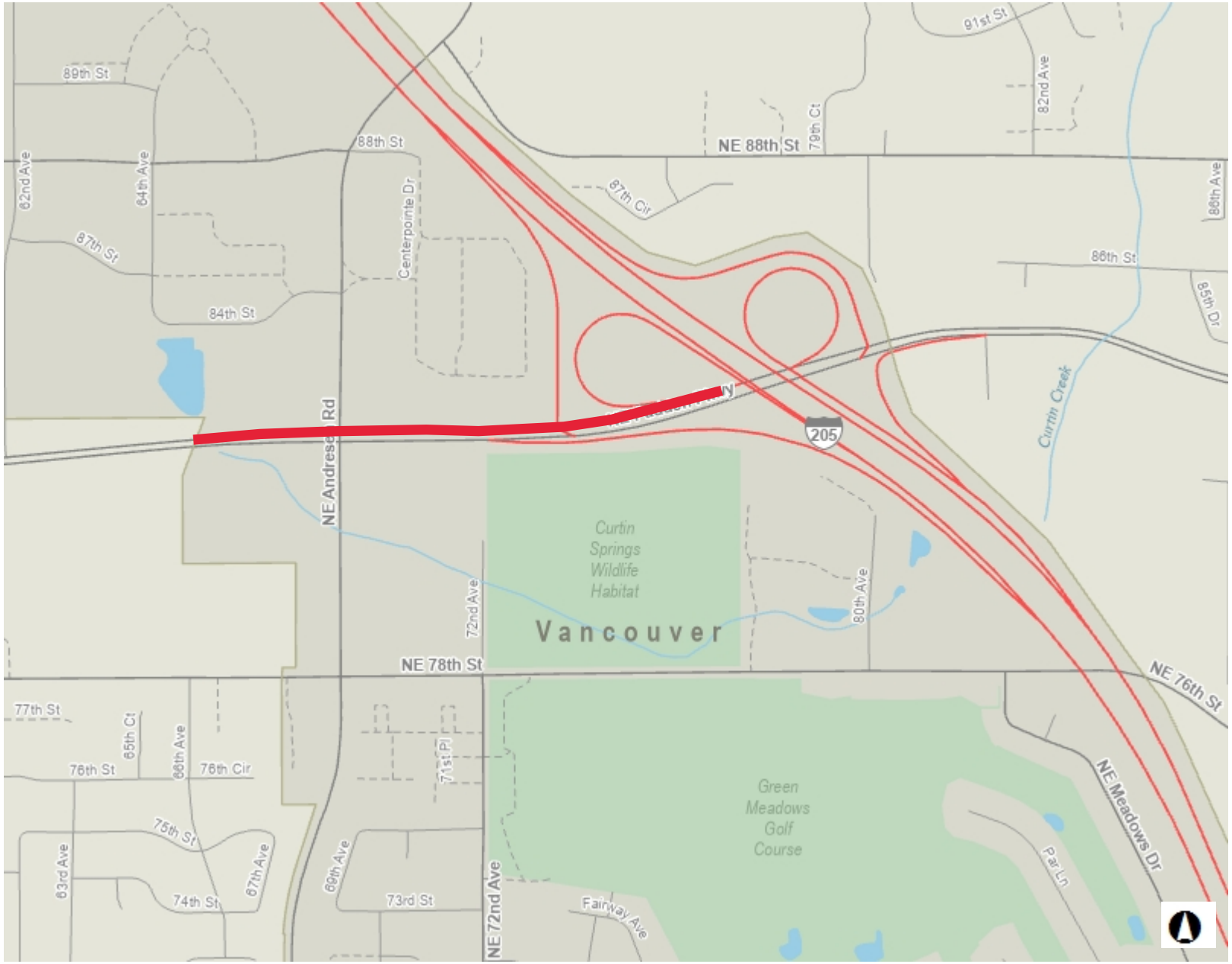
1. Localized pavement repairs will be performed in various locations along this corridor. Pavement repair areas will be marked in the field. Crack sealing shall not be performed within these areas.

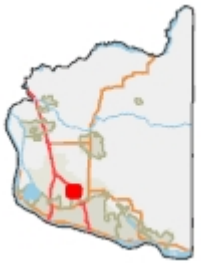
2. Linear feet of crack sealing shall be documented and marked in the street every 1000 feet or at each intersection, whichever comes first.

= Crack Seal Only, No Additional Street Preservation Work

Docusign Envelope ID: 5C731D66-4BC7-46A1-AAC7-752AD054F269

Map #25 - City of Vancouver 2025 Crack Sealing - NE Padden Pkwy EB





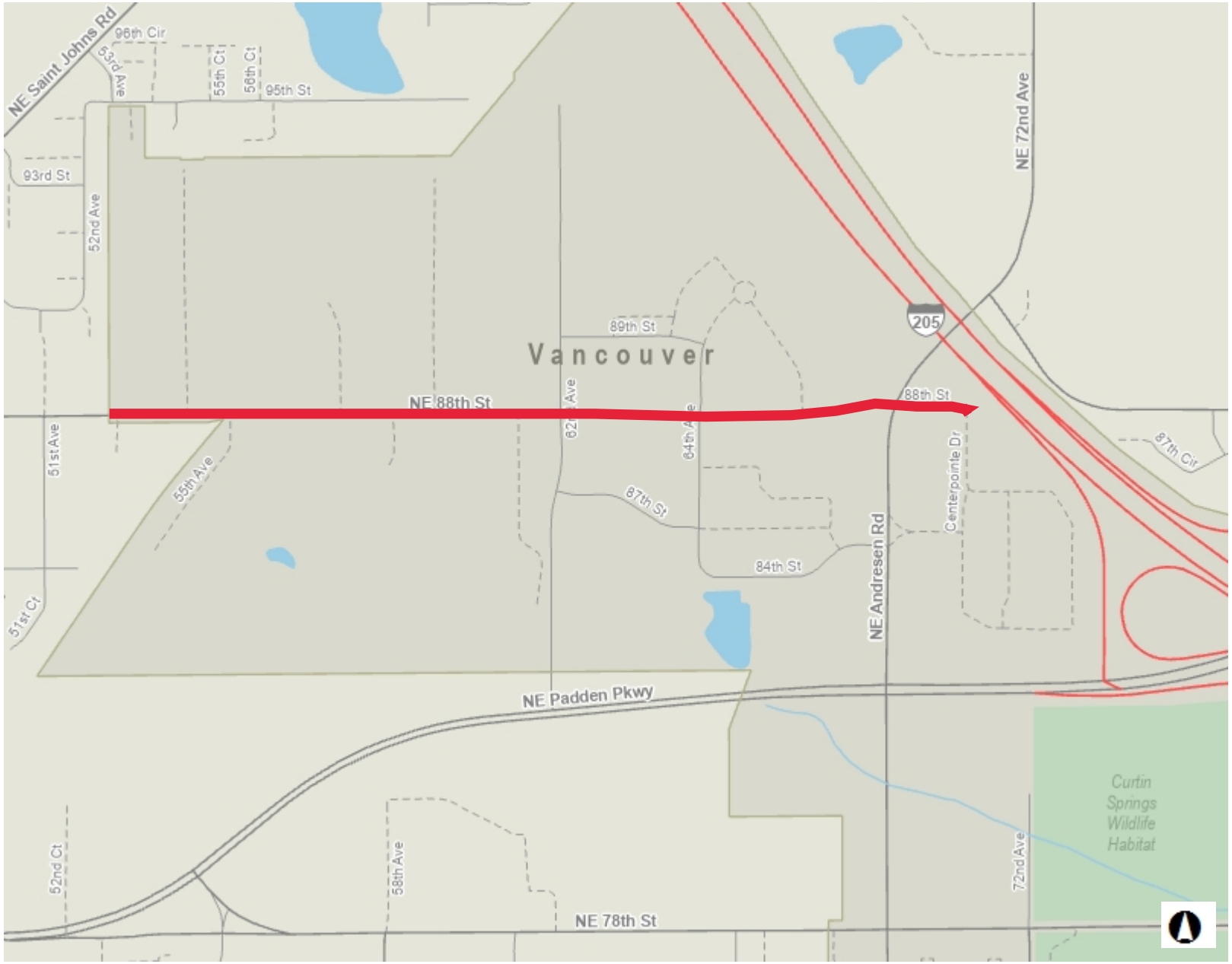
Notes:

1. Localized pavement repairs will be performed in various locations along this corridor. Pavement repair areas will be marked in the field. Crack sealing shall not be performed within these areas.

2. Linear feet of crack sealing shall be documented and marked in the street every 1000 feet or at each intersection, whichever comes first.

= Crack Seal Only, No Additional Street Preservation Work

Map #26 - City of Vancouver 2025 Crack Sealing - NE 88th St





Notes:

1. Localized pavement repairs will be performed in various locations along this corridor. Pavement repair areas will be marked in the field. Crack sealing shall not be performed within these areas.

2. Linear feet of crack sealing shall be documented and marked in the street every 1000 feet or at each intersection, whichever comes first.

= Crack Seal Only, No Additional Street Preservation Work

Docusign Envelope ID: 5C731D66-4BC7-46A1-AAC7-752AD054F269

Map #27 - City of Vancouver 2025 Crack Sealing - NE Andresen Rd & NE Padden Pkwy Intersection





Notes:

1. Localized pavement repairs will be performed in various locations along this corridor. Pavement repair areas will be marked in the field. Crack sealing shall not be performed within these areas.

2. Linear feet of crack sealing shall be documented and marked in the street every 1000 feet or at each intersection, whichever comes first.

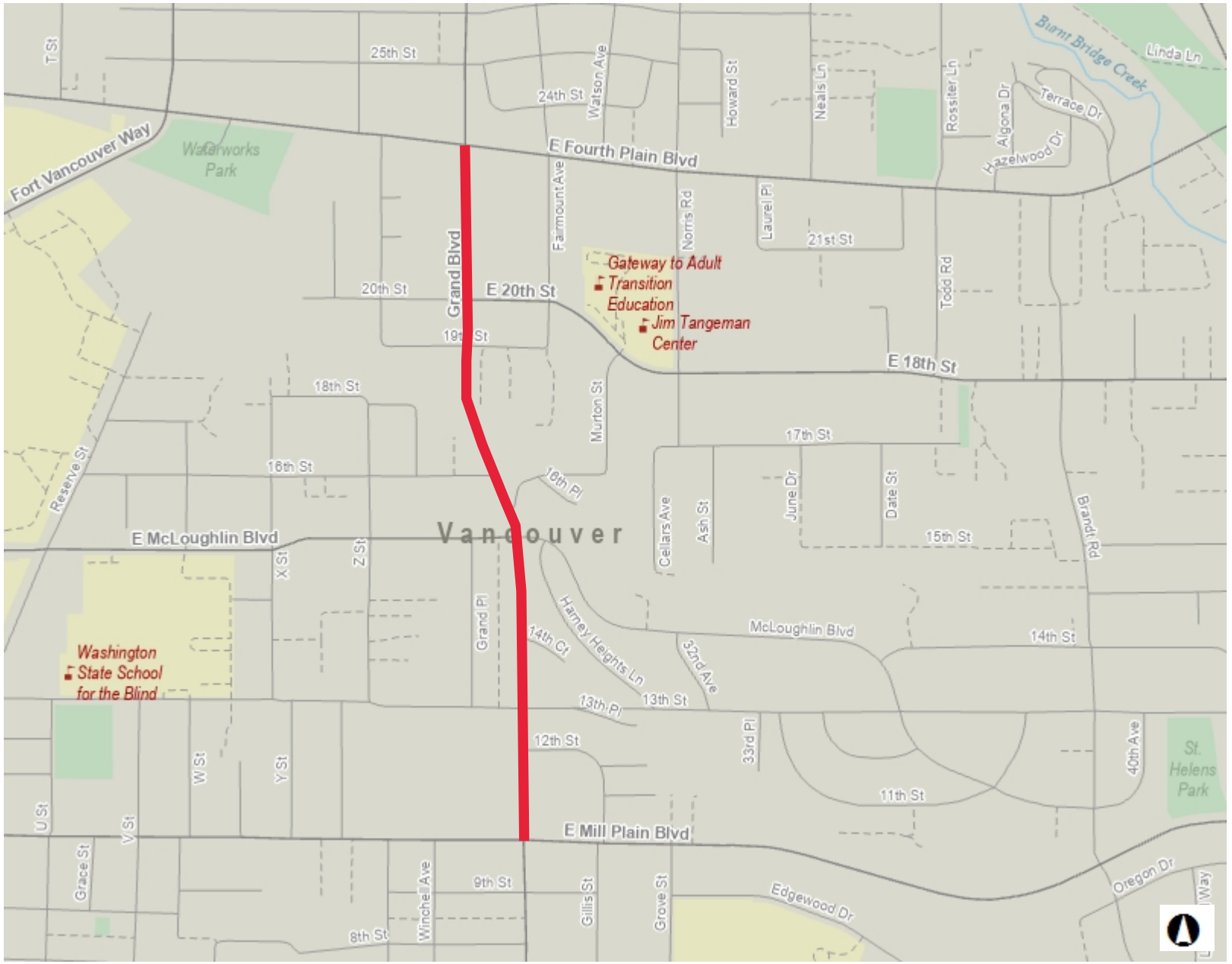
3. Crack seal the area shown within the red lines.

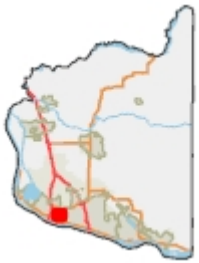
4. This area must be crack sealed prior to July 7, 2025.

= Crack Seal Only, No Additional Street Preservation Work

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Map #28 - City of Vancouver 2025 Crack Sealing - Grand Blvd





Notes:

1. Localized pavement repairs will be performed in various locations along this corridor. Pavement repair areas will be marked in the field. Crack sealing shall not be performed within these areas.

2. Linear feet of crack sealing shall be documented and marked in the street every 1000 feet or at each intersection, whichever comes first.

3. The area at the intersection of Grand Blvd and McLoughlin Blvd shown between the red lines below shall be crack sealed prior to July 7, 2025.



= Crack Sealing Only (less the intersection of Grand Blvd and McLoughlin Blvd which will receive a Type 3 Microsurfacing application

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City of Vancouver 2025 Crack Sealing Streets List (1 of 2) - 2025 Slurry Seal Streets

MAP #	NEIGHBORHOOD	FROM STREET NAME	TO STREET NAME	LINEAR FT CRACK SEAL	LENGTH	WIDTH	AREA (SY)	DISTRICT	GHBORHC	TREATMENT
1	WEST MINNEHAHA	NE 15TH AVE	END SECTION EAST	**5820**						
1		NE 15TH AVE	NE 18TH CT		398	34	1504	M	WMN	SLURRY SEAL
1		NE 18TH CT	NE 18TH CT		400	34	1511	M	WMN	SLURRY SEAL
1		NE 18TH CT	END SECTION		877	34	3312	M	WMN	SLURRY SEAL
							6326			
2	HUDSON'S BAY	BTWN 5TH ST & MILL PLAIN BLVD	BTWN RESERVE ST & Z ST	**29706**						
2		S ST	U ST		475	30	1583	W	HUD	SLURRY SEAL
2		U ST	V ST		425	30	1417	W	HUD	SLURRY SEAL
2		S ST	T ST		220	36	880	W	HUD	SLURRY SEAL
2		T ST	U ST		220	36	880	W	HUD	SLURRY SEAL
2		U ST	V ST		420	36	1680	W	HUD	SLURRY SEAL
2		V ST	X ST		370	36	1480	W	HUD	SLURRY SEAL
2		X ST	Z ST		985	36	3940	W	HUD	SLURRY SEAL
2		EAST RESERVE ST	T ST		425	36	1700	W	HUD	SLURRY SEAL
2		T ST	U ST		220	36	880	W	HUD	SLURRY SEAL
2		U ST	GRACE ST		230	36	920	W	HUD	SLURRY SEAL
2		GRACE ST	V ST		185	36	740	W	HUD	SLURRY SEAL
2		V ST	W ST		185	36	740	W	HUD	SLURRY SEAL
2		E 9TH ST	E MILL PLAIN BLVD		335	36	1340	W	HUD	SLURRY SEAL
2		E EVERGREEN BLVD	E 8TH ST		350	36	1400	W	HUD	SLURRY SEAL
2		E EVERGREEN BLVD	E 8TH ST		245	36	980	W	HUD	SLURRY SEAL
2		E 8TH ST	E 9TH ST		260	36	1040	W	HUD	SLURRY SEAL
2		E 9TH ST	E MILL PLAIN BLVD		320	36	1280	W	HUD	SLURRY SEAL
2		E EVERGREEN BLVD	E 8TH ST		260	36	1040	W	HUD	SLURRY SEAL
2		E 8TH ST	E 9TH ST		260	36	1040	W	HUD	SLURRY SEAL
2		E 9TH ST	E MILL PLAIN BLVD		325	36	1300	W	HUD	SLURRY SEAL
2		E EVERGREEN BLVD	E 8TH ST		260	36	1040	W	HUD	SLURRY SEAL
2		E 8TH ST	E 9TH ST		265	36	1060	W	HUD	SLURRY SEAL
2		E 9TH ST	E MILL PLAIN BLVD		335	36	1340	W	HUD	SLURRY SEAL
2		END SECTION	E 9TH ST		100	17	189	W	HUD	SLURRY SEAL
2		E 9TH ST	E MILL PLAIN BLVD		340	36	1360	W	HUD	SLURRY SEAL
2		E EVERGREEN BLVD	E 8TH ST		260	36	1040	W	HUD	SLURRY SEAL
							32289			
3	EDGEWOOD PARK	BTWN 5TH ST & EVERGREEN BLVD	BTWN FARVIEW DR & GRAND BLVD	**33807**						
3		CLARK AVE	LEWIS AVE		365	20	811	X	EDG	SLURRY SEAL
3		LEWIS AVE	E EVERGREEN BLVD		400	20	889	X	EDG	SLURRY SEAL
3		END SECTION	CLARK AVE		270	36	1080	X	EDG	SLURRY SEAL
3		CLARK AVE	LEWIS AVE		360	36	1440	X	EDG	SLURRY SEAL
3		LEWIS AVE	E EVERGREEN BLVD		350	36	1400	X	EDG	SLURRY SEAL
3		END SECTION	CLARK AVE		270	40	1200	X	EDG	SLURRY SEAL
3		CLARK AVE	LEWIS AVE		370	40	1644	X	EDG	SLURRY SEAL
3		LEWIS AVE	E EVERGREEN BLVD		235	38	992	X	EDG	SLURRY SEAL
3		END SECTION	ASH ST		410	40	1822	X	EDG	SLURRY SEAL
3		ASH ST	BEECH ST		245	40	1089	X	EDG	SLURRY SEAL
3		BEECH ST	CEDAR ST		225	28	700	X	EDG	SLURRY SEAL
3		CEDAR ST	DATE ST		225	32	800	X	EDG	SLURRY SEAL

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3		DATE ST	EDWARDS LN		225	34	850	X	EDG	SLURRY SEAL
3		EDWARDS LN	HARNEY WAY		735	34	2777	X	EDG	SLURRY SEAL
3		HARNEY WAY	WAUNA VISTA DR		660	36	2640	X	EDG	SLURRY SEAL
3		WAUNA VISTA DR	FARVIEW DR		125	36	500	X	EDG	SLURRY SEAL
3		END SECTION	CLARK AVE		320	40	1422	X	EDG	SLURRY SEAL
3		CLARK AVE	LEWIS AVE		355	40	1578	X	EDG	SLURRY SEAL
3		LEWIS AVE	E EVERGREEN BLVD		160	40	711	X	EDG	SLURRY SEAL
3		WAUNA VISTA DR	CLARK AVE		335	24	893	X	EDG	SLURRY SEAL
3		CLARK AVE	E EVERGREEN BLVD		405	19	855	X	EDG	SLURRY SEAL
3		WAUNA VISTA DR	CLARK AVE		285	22	697	X	EDG	SLURRY SEAL
3		CLARK AVE	E EVERGREEN BLVD		315	24	840	X	EDG	SLURRY SEAL
3		MARTIN WAY	ASH ST		255	19	538	X	EDG	SLURRY SEAL
3		ASH ST	BEECH ST		235	22	574	X	EDG	SLURRY SEAL
3		BEECH ST	CEDAR ST		225	22	550	X	EDG	SLURRY SEAL
3		CEDAR ST	DATE ST		225	22	550	X	EDG	SLURRY SEAL
3		LEWIS AVE	E EVERGREEN BLVD		530	36	2120	X	EDG	SLURRY SEAL
3		EDWARDS LN	HARNEY WAY		710	25	1972	X	EDG	SLURRY SEAL
3		HARNEY WAY	CLARK AVE		1150	22	2811	X	EDG	SLURRY SEAL
							36747			
4	HARNEY HEIGHTS	13TH ST - MCLOUGHLIN BLVD	TO BRANDT RD	**1716**						
4		E MC LOUGHLIN BLVD	E 11TH ST		635	18	1270	S	HRN	SLURRY SEAL
4		E 11TH ST	BRANDT RD		315	17	595	S	HRN	SLURRY SEAL
							1865			
5	MEADOW HOMES	CARLSON RD - E 18TH ST	TO E FOURTH PLAIN BLVD	**4787**						
5		E 18TH ST	E FOURTH PLAIN BLVD		2230	21	5203	P	MDW	SLURRY SEAL
							5203			
6	GREEN MEADOWS	NORTH OF NE 63RD ST	BTWN ANDRESEN RD & I-205	**21565**						
6		NE 84TH PL	CUL-DE-SAC		181	28	564	BS		SLURRY SEAL
6		NE 84TH PL	CUL-DE-SAC		173	28	539	BS		SLURRY SEAL
6		NE 84TH PL	NE 86TH AVE		436	36	1743	BS		SLURRY SEAL
6		NE 73RD AVE	NE 74TH AVE		207	28	645			SLURRY SEAL
6		NE 68TH AVE	NE 71ST AVE		472	28	1468	BS		SLURRY SEAL
6		NE 86TH AVE	NE 88TH AVE		485	36	1942	BS		SLURRY SEAL
6		NE 88TH AVE	NE MEADOWS DR		169	36	675	BS		SLURRY SEAL
6		NE 68TH AVE	CUL-DE-SAC		60	80	532	BS		SLURRY SEAL
6		END SECTION	NE 71ST AVE		210	28	654	BS		SLURRY SEAL
6		NE 71ST AVE	NE 72ND AVE		296	28	922	BS		SLURRY SEAL
6		NE 72ND AVE	NE 73RD AVE		347	28	1078			SLURRY SEAL
6		NE 73RD AVE	NE 74TH AVE		203	28	631			SLURRY SEAL
6		NE 66TH ST	NE 67TH ST		254	28	789	BS		SLURRY SEAL
6		END SECTION	NE 69TH ST		207	30	691	BO		SLURRY SEAL
6		CUL-DE-SAC	NE 69TH AVE		244	32	867	BS		SLURRY SEAL
6		NE 69TH AVE	NE 72ND AVE		533	32	1895	BS		SLURRY SEAL
6		END SECTION	CUL-DE-SAC		97	20	216	BS		SLURRY SEAL
6		CUL-DE-SAC	NE 72ND AVE		804	20	1786	BS		SLURRY SEAL
6		NE 66TH ST	NE 67TH ST		269	26	777	BO		SLURRY SEAL
6		NE 66TH ST	NE 67TH ST		205	28	639			SLURRY SEAL
6		NE 66TH ST	NE 67TH ST		186	28	580			SLURRY SEAL
6		NE 63RD ST	NE 64TH CIR		313	36	1253	BL		SLURRY SEAL
6		NE 64TH CIR	NE 65TH CIR		253	36	1010	BL		SLURRY SEAL

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6		NE 65TH CIR	NE 66TH ST		220	36	881	BL		SLURRY SEAL
6		END SECTION	NE 66TH ST		166	36	665	BL		SLURRY SEAL
							23440			
7	OGDEN (NORTH)	SIDE STREETS OFF OF NE 86TH AVE	NORTH OF NE BURTON RD	**34896**						
7		NE 87TH AVE	NE 88TH PL		257	28	800	BN	OGD	SLURRY SEAL
7		NE 86TH AVE	NE 87TH PL		275	36	1100	BN	OGD	SLURRY SEAL
7		NE 87TH PL	NE 87TH AVE		120	36	480	BN	OGD	SLURRY SEAL
7		NE 87TH AVE	NE 88TH PL		260	36	1040	BN	OGD	SLURRY SEAL
7		NE 86TH AVE	NE 87TH PL		280	28	871	BN	OGD	SLURRY SEAL
7		NE 86TH AVE	NE 87TH AVE		480	28	1493	BN	OGD	SLURRY SEAL
7		NE 87TH AVE	NE 88TH AVE		160	28	498	BN	OGD	SLURRY SEAL
7		CUL-DE-SAC	NE 87TH AVE		490	28	1524	BN	OGD	SLURRY SEAL
7		NE 86TH AVE	NE 87TH AVE		485	28	1509	BN	OGD	SLURRY SEAL
7		NE 87TH AVE	NE 88TH AVE		230	32	818	BN	OGD	SLURRY SEAL
7		NE 88TH AVE	NE ROYAL OAKS DR		360	28	1120	BN	OGD	SLURRY SEAL
7		CUL-DE-SAC	NE 88TH AVE		350	36	1400	BN	OGD	SLURRY SEAL
7		CUL-DE-SAC	NE 86TH AVE		360	34	1360	BN	OGD	SLURRY SEAL
7		NE 86TH AVE	NE 88TH CT		515	36	2060	BN	OGD	SLURRY SEAL
7		NE 88TH CT	NE OAKS LN		241	20	536	BN	OGD	SLURRY SEAL
7		NE OAKS LN	NE ROYAL OAKS DR		314	20	698	BN	OGD	SLURRY SEAL
7		CUL-DE-SAC	NE 86TH AVE		360	30	1200	BN	OGD	SLURRY SEAL
7		END SECTION	NE 87TH AVE		80	28	249	BN	OGD	SLURRY SEAL
7		NE 87TH AVE	NE ROYAL VIEW AVE		260	28	809	BN	OGD	SLURRY SEAL
7		END SECTION	NE 87TH AVE		80	28	249	BN	OGD	SLURRY SEAL
7		NE 87TH AVE	NE ROYAL VIEW AVE		28	176	548	BN	OGD	SLURRY SEAL
7		CUL-DE-SAC	NE 26TH WAY		212	36	848	BN	OGD	SLURRY SEAL
7		NE 26TH WAY	NE 28TH WAY		680	36	2720	BN	OGD	SLURRY SEAL
7		NE 30TH ST	NE 31ST CIR		240	27	720	BN	OGD	SLURRY SEAL
7		NE 31ST CIR	NE 33RD ST		300	28	933	BN	OGD	SLURRY SEAL
7		NE 28TH WAY	NE 29TH WAY		230	28	716	BN	OGD	SLURRY SEAL
7		NE 37TH ST	NE 39TH ST		450	28	1400	BN	OGD	SLURRY SEAL
7		NE 30TH ST	NE 33RD ST		615	28	1913	BN	OGD	SLURRY SEAL
7		NE 33RD ST	NE 34TH WAY		270	36	1080	BN	OGD	SLURRY SEAL
7		NE 30TH ST	CUL-DE-SAC		485	28	1509	BN	OGD	SLURRY SEAL
7		CUL-DE-SAC	NE 36TH ST		320	20	711	BN	OGD	SLURRY SEAL
7		NE 26TH WAY	NE 28TH WAY		660	28	2053	BN	OGD	SLURRY SEAL
7		NE 36TH ST	NE 37TH ST		195	28	607	BN	OGD	SLURRY SEAL
7		NE 37TH ST	NE 39TH ST		585	28	1820	BN	OGD	SLURRY SEAL
7		NE 39TH ST	NE FOURTH PLAIN RD		135	36	540	BN	OGD	SLURRY SEAL
							37931			
8	OGDEN (SOUTH)	SIDE STREETS OFF OF NE 79TH AVE	SOUTH OF NE BURTON RD	**12357**						
8		NE 77TH PL	NE 79TH AVE		395	28	1229	U	OGD	SLURRY SEAL
8		END SECTION	NE 77TH PL		105	28	327	U	OGD	SLURRY SEAL
8		NE 77TH PL	NE 79TH AVE		380	28	1182	U	OGD	SLURRY SEAL
8		NE 79TH AVE	END SECTION		515	28	1602	U	OGD	SLURRY SEAL
8		NE 80TH PL	NE 81ST AVE		270	28	840	U	OGD	SLURRY SEAL
8		NE 79TH AVE	NE 80TH PL		120	28	373	U	OGD	SLURRY SEAL
8		NE 80TH PL	NE 81ST AVE		300	28	933	U	OGD	SLURRY SEAL
8		NE 19TH WAY	NE 20TH ST		350	28	1089	U	OGD	SLURRY SEAL
8		NE 19TH WAY	NE 20TH ST		190	28	591	U	OGD	SLURRY SEAL
8		NE 20TH ST	NE 22ND ST		385	32	1369	U	OGD	SLURRY SEAL

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8		NE 22ND ST	NE BURTON RD		680	32	2418	U	OGD	SLURRY SEAL
8		NE 21ST WY	NE 22ND ST		170	28	529	U	OGD	SLURRY SEAL
8		NE 21ST WY	NE 22ND ST		190	28	591	U	OGD	SLURRY SEAL
8		NE 22ND ST	END SECTION		115	28	358	U	OGD	SLURRY SEAL
							13431			
9	BURTON RIDGE	NORTH OF E 18TH ST	BWTN NE 100TH AVE & NE 107TH AVE	**17583**						
9		NE 100TH AVE	NE 101ST AVE		500	28	1556	AF	BTR	SLURRY SEAL
9		NE 104TH AVE	NE 105TH AVE		150	32	533	AF	BTR	SLURRY SEAL
9		NE 105TH AVE	NE 107TH AVE		525	32	1867	AF	BTR	SLURRY SEAL
9		CUL-DE-SAC	NE 104TH AVE		795	28	2473	AF	BTR	SLURRY SEAL
9		NE 100TH AVE	NE 101ST AVE		480	28	1493	AF	BTR	SLURRY SEAL
9		NE 20TH CIR	NE 104TH AVE		125	32	444	AF	BTR	SLURRY SEAL
9		NE 104TH AVE	NE 107TH AVE		685	32	2436	AF	BTR	SLURRY SEAL
9		NE 104TH AVE	NE 107TH AVE		600	32	2133	AF	BTR	SLURRY SEAL
9		NE 18TH ST	NE 19TH ST		170	28	529	AF	BTR	SLURRY SEAL
9		NE 19TH ST	NE 20TH ST		215	28	669	AF	BTR	SLURRY SEAL
9		NE 19TH ST	NE 20TH ST		195	28	607	AF	BTR	SLURRY SEAL
9		NE 19TH ST	NE 20TH ST		245	32	871	AF	BTR	SLURRY SEAL
9		NE 20TH ST	NE 21ST ST		240	32	853	AF	BTR	SLURRY SEAL
9		NE 18TH ST	NE 19TH ST		175	42	817	AF	BTR	SLURRY SEAL
9		NE 19TH ST	NE 20TH ST		250	32	889	AF	BTR	SLURRY SEAL
9		NE 20TH ST	NE 21ST ST		265	32	942	AF	BTR	SLURRY SEAL
							19112			
10	MARRION	NE 10TH ST TO NE 12TH WAY	BTWN NE 100TH AVE & NE 108TH AVE	**10140**						
10		NE 100TH AVE	NE 101ST CT		194	38	819	AP	MAR	SLURRY SEAL
10		NE 101ST CT	NE 102ND AVE		300	38	1267	AP	MAR	SLURRY SEAL
10		NE 102ND AVE	END SECTION		290	38	1224	AP	MAR	SLURRY SEAL
10		NE 104TH AVE	NE 108TH AVE		825	34	3117	AP	MAR	SLURRY SEAL
10		NE 104TH AVE	CUL-DE-SAC		575	24	1533	AP	MAR	SLURRY SEAL
10		NE 10TH ST	NE 11TH ST		350	38	1478	AP	MAR	SLURRY SEAL
10		NE 10TH ST	END SECTION		144	19	304	AP	MAR	SLURRY SEAL
10		END SECTION	NE 11TH ST		120	36	480	AP	MAR	SLURRY SEAL
10		NE 11TH ST	END SECTION		200	36	800	AP	MAR	SLURRY SEAL
							11022			
			LF Crack Seal =	**172377**						

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City of Vancouver 2025 Crack Sealing Streets List (2 of 2) - 2026 Preservation Streets & Misc. Others

MAP #	STREET ID	SEGMENT ID	STREET NAME	TO STREET NAME	FROM STREET NAME	LINEAR FT OF CRACK SEAL	LENGTH	WIDTH	AREA (SY)	TREATMENT
11			SE 1ST ST	SE HEARTHWOOD BLVD	NE 162ND AVE	**17514**				MICROSURFACING - TYPE 3
	00001500	0040	SE 1ST ST	SE HEARTHWOOD BLVD	SE 148TH AVE		460	39	1993	MICROSURFACING - TYPE 3
	00001500	0050	SE 1ST ST	SE 148TH AVE	SE 149TH CT		280	39	1213	MICROSURFACING - TYPE 3
	00001500	0060	SE 1ST ST	SE 149TH CT	SE 150TH CT		285	39	1235	MICROSURFACING - TYPE 3
	00001500	0070	SE 1ST ST	SE 150TH CT	SE 151ST AVE		275	39	1192	MICROSURFACING - TYPE 3
	00001500	0080	SE 1ST ST	SE 151ST AVE	SE 152ND AVE		235	39	1018	MICROSURFACING - TYPE 3
	00001500	0090	SE 1ST ST	SE 152ND AVE	SE 155TH AVE		780	39	3380	MICROSURFACING - TYPE 3
	00001500	0100	SE 1ST ST	SE 155TH AVE	SE 156TH AVE		270	39	1170	MICROSURFACING - TYPE 3
	00001500	0110	SE 1ST ST	SE 156TH AVE	SE 158TH AVE		535	39	2318	MICROSURFACING - TYPE 3
	00001500	0120	SE 1ST ST	SE 158TH AVE	NE 159TH AVE		810	39	3510	MICROSURFACING - TYPE 3
	00001500	0130	SE 1ST ST	NE 159TH AVE	NE 162ND AVE		430	42	2007	MICROSURFACING - TYPE 3
									19037	
12			SE MILL PLAIN BLVD	SE CHKALOV DR	SE 136TH AVE	**50129**				MICROSURFACING - TYPE 3
	00243000	0560	SE MILL PLAIN BLVD	SE CHKALOV DR	SE 116TH AVE		550	105	6417	MICROSURFACING - TYPE 3
	00243000	0570	SE MILL PLAIN BLVD	SE 116TH AVE	SE 117TH AVE		200	84	1867	MICROSURFACING - TYPE 3
	00243000	0580	SE MILL PLAIN BLVD	SE 117TH AVE	SE 118TH AVE		265	84	2473	MICROSURFACING - TYPE 3
	00243000	0590	SE MILL PLAIN BLVD	SE 118TH AVE	SE 120TH AVE		400	84	3733	MICROSURFACING - TYPE 3
	00243000	0600	SE MILL PLAIN BLVD	SE 120TH AVE	SE 121ST AVE		295	84	2753	MICROSURFACING - TYPE 3
	00243000	0610	SE MILL PLAIN BLVD	SE 121ST AVE	SE 124TH AVE		865	68	6536	MICROSURFACING - TYPE 3
	00243000	0620	SE MILL PLAIN BLVD	SE 124TH AVE	SE 126TH AVE		550	84	5133	MICROSURFACING - TYPE 3
	00243000	0630	SE MILL PLAIN BLVD	SE 126TH AVE	SE 131ST AVE		1255	68	9482	MICROSURFACING - TYPE 3
	00243000	0640	SE MILL PLAIN BLVD	SE 131ST AVE	SE 136TH AVE		1390	68	10502	MICROSURFACING - TYPE 3
	00243000	0645	SE MILL PLAIN BLVD	SE 136TH AVE	SE 139TH AVE		740	68	5591	MICROSURFACING - TYPE 3
									54488	
13			NE ST JOHNS RD	NE ST JAMES RD	PAVEMENT CHANGE NORTH	**35053**				MICROSURFACING - TYPE 3
	00261600	0020	NE ST JOHNS RD	NE ST JAMES RD	NE CHERRY RD		580	30	1933	MICROSURFACING - TYPE 3
	00261600	0030	NE ST JOHNS RD	NE CHERRY RD	NE 39TH ST		165	33	605	MICROSURFACING - TYPE 3
	00261600	0040	NE ST JOHNS RD	NE 39TH ST	NE 41ST ST		350	44	1711	MICROSURFACING - TYPE 3
	00261600	0050	NE ST JOHNS RD	NE 41ST ST	NE 42ND ST		560	44	2738	MICROSURFACING - TYPE 3
	00261600	0060	NE ST JOHNS RD	NE 42ND ST	NE 44TH ST		465	44	2273	MICROSURFACING - TYPE 3
	00261600	0070	NE ST JOHNS RD	NE 44TH ST	NE 45TH ST		450	44	2200	MICROSURFACING - TYPE 3
	00261600	0080	NE ST JOHNS RD	NE 45TH ST	NE 49TH ST		850	44	4156	MICROSURFACING - TYPE 3
	00261600	0090	NE ST JOHNS RD	NE 49TH ST	NE 52ND ST		1030	44	5036	MICROSURFACING - TYPE 3
	00261600	0110	NE ST JOHNS RD	NE 52ND ST	NE 53RD ST		400	44	1956	MICROSURFACING - TYPE 3
	00261600	0120	NE ST JOHNS RD	NE 53RD ST	NE 54TH ST		235	44	1149	MICROSURFACING - TYPE 3
	00261600	0130	NE ST JOHNS RD	NE 54TH ST	NE 58TH ST		1045	44	5109	MICROSURFACING - TYPE 3
	00261600	0140	NE ST JOHNS RD	NE 58TH ST	NE 59TH ST		220	44	1076	MICROSURFACING - TYPE 3
	00261600	0150	NE ST JOHNS RD	NE 59TH ST	NE 60TH ST		310	44	1516	MICROSURFACING - TYPE 3
	00261600	0160	NE ST JOHNS RD	NE 60TH ST	NE MINNEHAHA ST		435	44	2127	MICROSURFACING - TYPE 3
	00261600	0170	NE ST JOHNS RD	NE MINNEHAHA ST	NE ST JAMES RD		615	44	3007	MICROSURFACING - TYPE 3
	00261600	0180	NE ST JOHNS RD	NE ST JAMES RD	PAVEMENT CHANGE		170	80	1511	MICROSURFACING - TYPE 3
									38101	
14			NE 137TH AVE	NE 44TH ST	NE 49TH ST	**6449**				CRACK SEALING ONLY
	00095700	0140	NE 137TH AVE	NE 44TH ST	NE 45TH ST		406	40	1804	CRACK SEALING ONLY
	00095700	0150	NE 137TH AVE	NE 45TH ST	NE 49TH ST		1041	45	5205	CRACK SEALING ONLY
									7009	
15			NE 72ND AVE	NE 63RD ST	NE 78TH ST	**13502**				CRACK SEALING ONLY
	00054400	0135	NE 72ND AVE	NE 63RD ST	NE 65TH ST		447	41	2038	CRACK SEALING ONLY
	00054400	0140	NE 72ND AVE	NE 65TH ST	NE 67TH ST		780	36	3121	CRACK SEALING ONLY
	00054400	0145	NE 72ND AVE	NE 67TH ST	NE 69TH ST		298	36	1192	CRACK SEALING ONLY
	00054400	0150	NE 72ND AVE	NE 69TH ST	NE 70TH ST		339	32	1205	CRACK SEALING ONLY

	00054400	0155	NE 72ND AVE	NE 70TH ST	NE 70TH ST		121	26	349	CRACK SEALING ONLY
	00054400	0160	NE 72ND AVE	NE 70TH ST	NE 71ST ST		163	26	471	CRACK SEALING ONLY
	00054400	0165	NE 72ND AVE	NE 71ST ST	NE 72ND PL		354	26	1022	CRACK SEALING ONLY
	00054400	0175	NE 72ND AVE	NE 72ND PL	NE 73RD ST		265	26	766	CRACK SEALING ONLY
	00054400	0180	NE 72ND AVE	NE 73RD ST	NE 73RD ST (P)		160	26	462	CRACK SEALING ONLY
	00054400	0185	NE 72ND AVE	NE 73RD ST (P)	NE 75TH ST		257	32	913	CRACK SEALING ONLY
	00054400	0190	NE 72ND AVE	NE 75TH ST	NE 78TH ST		784	36	3138	CRACK SEALING ONLY
									14676	
16			NE 63RD ST	NE 72ND AVE	CITY BOUNDARY (LESS BRIDGE DECK)	**23770**				CRACK SEALING ONLY
	00051100	0110	NE 63RD ST	NE 72ND AV	NE 76TH AV		992	50	5511	CRACK SEALING ONLY
	00051100	0115	NE 63RD ST	NE 76TH AV	NE 78TH AV		695	50	3863	CRACK SEALING ONLY
	00051100	0120	NE 63RD ST	NE 78TH AV	NE 81ST AV		664	46	3393	CRACK SEALING ONLY
	00051100	0125	NE 63RD ST	NE 81ST AV	NE 82ND AV (P)		284	46	1451	CRACK SEALING ONLY
	00051100	0130	NE 63RD ST	NE 82ND AV (P)	NE 84TH AV		464	46	2373	CRACK SEALING ONLY
	00051100	0133	NE 63RD ST	NE 84TH AVE	NE 84TH PL		213	46	1091	CRACK SEALING ONLY
	00051100	0135	NE 63RD ST	NE 84TH PL	NE 87TH AV		650	46	3324	CRACK SEALING ONLY
	00051100	0137	NE 63RD ST	NE 87TH AVE	NE 87TH AVE		17	46	87	CRACK SEALING ONLY
	00051100	0140	NE 63RD ST	NE 87TH AV	NE 88TH AV		281	46	1434	CRACK SEALING ONLY
	00051100	0145	NE 63RD ST	NE 88TH AV	NE MEADOWS DR		354	46	1808	CRACK SEALING ONLY
	00051100	0150	NE 63RD ST	NE MEADOWS DR	NE 90TH AV		250	46	1279	CRACK SEALING ONLY
	00051100	0160	NE 63RD ST	BRIDGE	CITY BOUNDARY		44	46	224	CRACK SEALING ONLY
									25837	
17			E MILL PLAIN BLVD	N DEVINE RD	N GARRISON RD	**45794**				CRACK SEALING ONLY
	00242900	0250	E MILL PLAIN BLVD	N DEVINE RD	MISSOULA AVE		1145	72	9160	CRACK SEALING ONLY
	00242900	0260	E MILL PLAIN BLVD	MISSOULA AVE	HELENA AVE		625	72	5000	CRACK SEALING ONLY
	00242900	0270	E MILL PLAIN BLVD	HELENA AVE	N ANDRESEN RD		1365	84	12740	CRACK SEALING ONLY
	00242900	0280	E MILL PLAIN BLVD	N ANDRESEN RD	FLINT WAY		890	72	7120	CRACK SEALING ONLY
	00242900	0290	E MILL PLAIN BLVD	FLINT WAY	N MORRISON RD		775	72	6200	CRACK SEALING ONLY
	00242900	0300	E MILL PLAIN BLVD	N MORRISON RD	N GARRISON RD		1075	80	9556	CRACK SEALING ONLY
									49776	
18			ANDRESEN RD	E EVERGREEN BLVD	NE 40TH ST	**86642**				CRACK SEALING ONLY
	00201300	0010	S ANDRESEN RD	E EVERGREEN BLVD	BUENA VISTA DR		640	38	2702	CRACK SEALING ONLY
	00201300	0020	S ANDRESEN RD	BUENA VISTA DR	CORREGIDOR RD		335	38	1414	CRACK SEALING ONLY
	00201300	0030	S ANDRESEN RD	CORREGIDOR RD	HIGHLAND DR		210	60	1400	CRACK SEALING ONLY
	00201300	0040	S ANDRESEN RD	HIGHLAND DR	GULF DR		425	50	2361	CRACK SEALING ONLY
	00201300	0050	S ANDRESEN RD	GULF DR	LOUISIANA DR		600	50	3333	CRACK SEALING ONLY
	00201300	0060	S ANDRESEN RD	LOUISIANA DR	MACARTHUR BLVD		310	50	1722	CRACK SEALING ONLY
	00201300	0070	S ANDRESEN RD	MACARTHUR BLVD	MISSOURI DR		460	64	3271	CRACK SEALING ONLY
	00201400	0010	N ANDRESEN RD	MISSOURI DR	WICHITA DR		855	64	6080	CRACK SEALING ONLY
	00201400	0020	N ANDRESEN RD	WICHITA DR	E MILL PLAIN BLVD		1015	64	7218	CRACK SEALING ONLY
	00201400	0030	N ANDRESEN RD	E MILL PLAIN BLVD	KANSAS ST		485	54	2910	CRACK SEALING ONLY
	00201400	0040	N ANDRESEN RD	KANSAS ST	IDAHO ST		295	54	1770	CRACK SEALING ONLY
	00201400	0050	N ANDRESEN RD	IDAHO ST	NE 18TH ST		2870	54	17220	CRACK SEALING ONLY
	00201500	0060	NE ANDRESEN RD	NE 18TH ST	NE 25TH ST		1430	70	11122	CRACK SEALING ONLY
	00201500	0065	NE ANDRESEN RD	NE 25TH ST	NE 72ND AVE		1095	70	8517	CRACK SEALING ONLY
	00201500	0070	NE ANDRESEN RD	NE 72ND AVE	NE FOURTH PLAIN RD		595	70	4628	CRACK SEALING ONLY
	00201500	0080	NE ANDRESEN RD	NE FOURTH PLAIN RD	RAMP		1085	70	8439	CRACK SEALING ONLY
	00201500	0085	NE ANDRESEN RD	RAMP	RAMP		545	110	6661	CRACK SEALING ONLY
	00201500	0090	NE ANDRESEN RD	RAMP	NE 40TH ST		365	84	3407	CRACK SEALING ONLY
									94176	
19			NE 4TH ST/SE 1ST ST	NE 136TH AVE	SE HEARTHWOOD BLVD	**13559**				MICROSURFACING - TYPE 3
	00004100	0340	NE 4TH ST	NE 136TH AVE	NE 137TH AVE		560	46	2862	MICROSURFACING - TYPE 3
	00004100	0345	NE 4TH ST	NE 137TH AVE	SE OLYMPIA DR		1056	46	5397	MICROSURFACING - TYPE 3
	00001500	0035	SE 1ST ST	SE OLYMPIA DR	SE HEARTHWOOD BLVD		1666	35	6479	CRACK SEALING ONLY
									14738	

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20			MAIN ST	W 37TH ST	W 39TH ST	**2680**				MICROSURFACING - TYPE 2
	00238600	0320	MAIN ST	W 37TH ST	W 38TH ST		275	49	1497	MICROSURFACING - TYPE 2
	00238600	0330	MAIN ST	W 38TH ST	W 39TH ST		260	49	1416	MICROSURFACING - TYPE 2
									2913	
21			NE 58TH ST	NE 72ND AVE	NE 75TH AVE	**3106**				CRACK SEALING ONLY
	00048800	0120	NE 58TH ST	NE 72ND AV	NE 75TH AV		894	34	3376	CRACK SEALING ONLY
			NOTE: CRACK SEAL OLD PAVEMENT IN EASTBOUND LANE ONLY						**3376**	
22			NE 63RD ST	NE ANDRESEN RD	NE 90TH AV	**28549**				CRACK SEALING ONLY
	00051100	0105	NE 63RD ST	NE ANDRESEN RD	NE 72ND AV		717	68	5418	CRACK SEALING ONLY
	00051100	0110	NE 63RD ST	NE 72ND AV	NE 76TH AV		992	50	5511	CRACK SEALING ONLY
	00051100	0115	NE 63RD ST	NE 76TH AV	NE 78TH AV		695	50	3863	CRACK SEALING ONLY
	00051100	0120	NE 63RD ST	NE 78TH AV	NE 81ST AV		664	46	3393	CRACK SEALING ONLY
	00051100	0125	NE 63RD ST	NE 81ST AV	NE 82ND AV (P)		284	46	1451	CRACK SEALING ONLY
	00051100	0130	NE 63RD ST	NE 82ND AV (P)	NE 84TH AV		464	46	2373	CRACK SEALING ONLY
	00051100	0133	NE 63RD ST	NE 84TH AVE	NE 84TH PL		213	46	1091	CRACK SEALING ONLY
	00051100	0135	NE 63RD ST	NE 84TH PL	NE 87TH AV		650	46	3324	CRACK SEALING ONLY
	00051100	0137	NE 63RD ST	NE 87TH AVE	NE 87TH AVE		17	46	87	CRACK SEALING ONLY
	00051100	0140	NE 63RD ST	NE 87TH AV	NE 88TH AV		281	46	1434	CRACK SEALING ONLY
	00051100	0145	NE 63RD ST	NE 88TH AV	NE MEADOWS DR		354	46	1808	CRACK SEALING ONLY
	00051100	0150	NE 63RD ST	NE MEADOWS DR	NE 90TH AV		250	46	1279	CRACK SEALING ONLY
									31031	
23			NE 78TH ST	CITY BOUNDARY (WEST)	I-205 BRIDGE	**20749**				CRACK SEALING ONLY
	00057700	0300	NE 78TH ST	CITY BOUNDARY	NE ANDRESEN RD		276	60	1840	CRACK SEALING ONLY
	00057700	0305	NE 78TH ST	NE ANDRESEN RD	NE 72ND AV		727	60	4849	CRACK SEALING ONLY
	00057700	0310	NE 78TH ST	NE 72ND AV	NE 80TH AV (P)		1988	48	10600	CRACK SEALING ONLY
	00057700	0315	NE 78TH ST	NE 80TH AV (P)	NE MEADOWS DR		700	48	3735	CRACK SEALING ONLY
	00057700	0320	NE 78TH ST	NE MEADOWS DR	BRIDGE		287	48	1530	CRACK SEALING ONLY
									22553	
24			NE PADDEN PKWY (WB)	CITY BOUNDARY (WEST)	I-205 BRIDGE	**14606**				CRACK SEALING ONLY
	00251155	0500	NE PADDEN PKWY (WB)	CITY BOUNDARY	NE ANDRESEN RD		738	52	4266	CRACK SEALING ONLY
	00251155	0525	NE PADDEN PKWY (WB)	NE ANDRESEN RD	RAMP (I-205 SB OFF)		1118	52	6462	CRACK SEALING ONLY
	00251155	0530	NE PADDEN PKWY (WB)	RAMP (I-205 SB OFF)	BRIDGE		891	52	5149	CRACK SEALING ONLY
									15877	
25			NE PADDEN PKWY (EB)	CITY BOUNDARY (WEST)	I-205 BRIDGE	**14990**				CRACK SEALING ONLY
	00251150	0500	NE PADDEN PKWY (EB)	CITY BOUNDARY	NE ANDRESEN RD		752	52	4345	CRACK SEALING ONLY
	00251150	0525	NE PADDEN PKWY (EB)	NE ANDRESEN RD	RAMP (I-205 SB ON)		769	52	4443	CRACK SEALING ONLY
	00251150	0530	NE PADDEN PKWY (EB)	RAMP (I-205 SB ON)	BRIDGE		1299	52	7505	CRACK SEALING ONLY
									16293	
26			NE 88TH ST	CITY BOUNDARY (WEST)	CUL DE SAC (EAST OF ANDRESEN RD)	**25804**				CRACK SEALING ONLY
	00063900	1000	NE 88TH ST	CITY BOUNDARY	RR X-ING		527	44	2578	CRACK SEALING ONLY
	00063900	1005	NE 88TH ST	RR X-ING	NE 55TH AV		58	44	282	CRACK SEALING ONLY
	00063900	1015	NE 88TH ST	NE 55TH AV	NE 62ND AV		1692	44	8274	CRACK SEALING ONLY
	00063900	1020	NE 88TH ST	NE 62ND AV	NE 64TH AV		713	65	5152	CRACK SEALING ONLY
	00063900	1025	NE 88TH ST	NE 64TH AV	NE ANDRESEN RD		1013	85	9564	CRACK SEALING ONLY
	00063900	1027	NE 88TH ST	NE ANDRESEN RD	CUL DE SAC		366	54	2197	CRACK SEALING ONLY
									28048	
27			NE ANDRESEN RD	PADDEN PWKY INTERSECTION (SOUTH)	PADDEN PWKY INTERSECTION (NORTH)	**1947**				CRACK SEALING ONLY
	00201500	0155	NE ANDRESEN RD	PADDEN PWKY INTERSECTION (SOUTH)	PADDEN PWKY INTERSECTION (NORTH)		138	138	2116	CRACK SEALING ONLY
			NOTE: THIS MUST BE CRACK SEALED BEFORE JULY 7, 2025							
28			GRAND BLVD	E MILL PLAIN BLVD	E FOURTH PLAIN BLVD	**17728**				CRACK SEALING ONLY

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00224500	0070	GRAND BLVD	E 9TH ST	E MILL PLAIN BLVD	290	48	1547	CRACK SEALING ONLY
00224500	0080	GRAND BLVD	E MILL PLAIN BLVD	E 12TH ST	460	44	2249	
00224500	0090	GRAND BLVD	E 12TH ST	E 13TH ST	215	44	1051	
00224500	0100	GRAND BLVD	E 13TH ST	E 14TH CT	350	44	1711	
00224500	0110	GRAND BLVD	E 14TH CT	E MC LOUGHLIN BLVD	515	47	2689	
00224500	0120	GRAND BLVD	E MC LOUGHLIN BLVD	E 16TH ST	325	44	1589	
00224500	0130	GRAND BLVD	E 16TH ST	E 19TH ST	670	44	3276	
00224500	0140	GRAND BLVD	E 19TH ST	E 20TH ST	260	44	1271	
00224500	0150	GRAND BLVD	E 20TH ST	E FOURTH PLAIN BLVD	795	44	3887	
		NOTE: THE INTERSECTION OF GRAND BLVD & MC LOUGHLIN BLVD MUST BE CRACK SEALED BEFORE JULY 7, 2025					**19269**	

Total LF Crack Seal = 422568

Staff Report: 095-26

To: Mayor and City Council
From: City Manager
Date: May 4, 2026

Subject
Service Agreement - On-call Water Engineering Design Services

Key Points

- On-call task order contracts allow for efficient procurement of scope-specific professional assistance during times of peak workload.
- A Request for Qualifications (RFQ) was issued by the City for water system planning and design with responses received by twenty-one firms.
- Responses were evaluated and nine firms were selected to provide on-call water system planning and design services in eight categories of work.
- The contracts will be in place for a period of five years, with varying task order specific amounts to be determined dependent on category of work and specific work needed.

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

High Performing Government – a government that is reliable, fiscally responsible, equitable, and open to compromise

Present Situation
The City has completed a draft 2026 update to the Comprehensive Water System Plan which identified numerous capital projects requiring completion over the next five years. Several of these projects are specialized in nature, requiring planning, design, and construction assistance to supplement current engineering staff.

The City issued RFQ 64-25 for on-call water engineering planning and design services on October 31, 2025. Along with standard advertising, solicitations for qualifications were requested from firms on the Municipal Research and Service Centeer (MRSC) roster, which includes veteran, minority, and women-owned firms. We received twenty-one responses on December 3, 2025. Projects requiring consulting services have been broken out into eight categories of work including: Water System Planning and Modeling; Water Production and Treatment System Design; Water Storage, Transmission and Distribution System Design; Supervisory Control and Data Acquisition (SCADA) Control and Electrical System Planning, Design and Integration; Groundwater Hydrogeology, Well Design, Water Rights, and Criticial Aquifer Rechage Area (CARA) and Water Resources Protection ordinance (WRPO); Construction Management; Regulatory Compliance and Funding Support; and Geotechnical Investigation. Firms were asked to submit responses for all categories that fall within their specific range of qualifications. After a review of all responses, the evaluation committee selected the following nine firms for on-call service contracts in the amounts and categories shown below:

Engineering Firm	Contract Amount	Work Categories
Brown and Caldwell	$3,000,000	1. Water System Planning and Modeling 2. Water Production and Treatment System Design 6. Construction Management 7. Regulatory Compliance and Funding Support
Carollo	$3,000,000	1. Water System Planning and Modeling 2. Water Production and Treatment System Design 4. SCADA, Control and Electrical System Planning, Design and Integration 7. Regulatory Compliance and Funding Support
West Yost	$1,500,000	1. Water System Planning and Modeling 3. Water Storage, Transmission and Distribution System Design
RH2	$750, 000	2. Water Production and Treatment System Design
HDR	$2,250,000	3. Water Storage, Transmission and Distribution System Design 6. Construction Management 7. Regulatory Compliance and Funding Support
Jacobs	$1,500,000	3. Water Storage, Transmission and Distribution System Design 4.SCADA, Control and Electrical System Planning, Design and Integration
GSI	$750,000	5. Groundwater Hydrology, Well Design, Water Rights, and CARA/WRPO
Geosyntec	$750,000	5. Groundwater Hydrology, Well Design, Water Rights, and CARA/WRPO
GRI	$750,000	8. Geotechnical Investigation

Advantage(s)

1. Provides prompt water engineering planning and design services needed to assist City staff with the execution of both planned and unexpected projects.
2. Allows for hiring of consultants that are specialized in specific fields that meet project needs of the water utility.

Challenge(s)

None

Budget Impact

Projects identified for completion are within the City's Updated Comprehensive Water System Plan. Expenditures for task orders executed from these on-call contracts will be funded from the applicable project's budget.

Prior Council Review

None

Action Requested

On Monday, May 4, 2026, authorize the City Manager, or designee, to finalize and execute service agreements with Brown & Caldwell, RH2,Carollo, Jacobs Engineering, West Yost, GSI Water Solutions, Geosyntec, HDR Engineering, and GRI for water engineering planning and design services on an as-needed basis for five years with not-to-exceed amounts as indicated below; and authorize the City Manager to approve any legal action necessary to enforce the terms of the same.

Staff Contact

Mehrin Selimgir, Water Engineering Manager, Mehrin.Selimgir@cityofvancouver.us

Attachments:

1. Services Contract -C-102249
2. Services Contract - C-102250
3. Services Contract -C-102251
4. Services Contract - C-102252
5. Services Contract - C-102253
6. Services Contract - C-102254
7. Services Contract - C-102255
8. Services Contract - C-102259
9. Services Contract - C-102260

CITY OF VANCOUVER
SERVICES AGREEMENT
No. C-102249
ON-CALL WATER ENGINEERING SERVICES

This Services Agreement (the “Agreement”), effective on the date last signed below (the “Effective Date”) is entered by the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington (the "City") and Brown and Caldwell a corporation entity organized under the laws of the State of California (the "Contractor"). The City and Contractor are collectively referred to as the “Parties” or individually as a “Party”.

RECITALS

A. The City desires to engage the Contractor to perform Services as described in this Agreement; and
B. The City advertised and issued a request for proposals, numbered 64-25 (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 $3,000,000.00 USD.

This payment shall be the maximum compensation for all Services including labor, materials, supplies, equipment, and incidentals necessary to complete the Services. And it shall not be exceeded without the City's prior written authorization in the form of a negotiated and executed amendment. Contractor agrees this compensation is adequate and sufficient for the timely provision of all Services under this Agreement.

City will limit compensation to the amount specified for each specific task and/or sub-task, unless amended in writing. Contractor shall complete the Services stated within the number of hours identified for each task, and/or sub-task, or for the lump sum amount associated with a task. If compensation is made on an hourly basis and the Services requires fewer hours than those estimated, the Contractor will be paid for the actual worked hours necessary to complete that task and/or sub-task. If Contractor underestimated the number of hours required to perform the Services, Contractor shall be paid up to the maximum number of hours stated for the task and/or sub-task. Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time the task and/or subtask is initiated, or for changes to the scope of services requested by City. All Deliverables (as defined in Section 6) 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, Mehrin Selimgir, by email to mehrin.selimgir@cityofvancouver.us and accpay@cityofvancouver.us or by mail to City of Vancouver, Mehrin Selimgir, 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 April 30, 2031. The total term shall not exceed five years.

5. CITY DATA; DATA SECURITY

5.1 City Data. Contractor may obtain and process City Data in connection with the Services. "City Data" means the data City provides to Contractor in connection with the receipt of the Services and any data generated by Contractor in connection with providing the Services to City. City owns all City Data. City licenses City Data to Contractor solely for the purposes of providing the Services to City or improving the Services for City. Contractor shall not use City Data for any other purpose, including as artificial intelligence training data. Contractor acknowledges that compliance with Applicable Laws under Section 17 of the Agreement includes compliance with all applicable federal, state, and local data protection laws in its provision of the Services.

5.2 Data Security. If Contractor maintains City Data on Contractor systems, it will comply with the following data security requirements.

5.2.1 Security Practices. Contractor shall develop, implement, and maintain appropriate administrative, physical, and technical safeguards that are designed to ensure the confidentiality, integrity and availability of City Data. Contractor will enact safeguards that are compliant with industry best practices for the specific City Data obtained by Contractor in connection with the Services.

5.2.2 Location of City Data. Contractor shall maintain City Data solely in data centers located in the United States.

5.2.3 Security Breaches. A "Security Breach" is any suspected or actual unauthorized access to or use of City Data in Contractor's possession.

a. Notice. Contractor will notify City within 72 hours of any Security Breach. Notice will include details regarding the Security Breach including impacted parties, specific data, and mitigation. Contractor will call 360.487.8888 (if after hours, follow prompt to connect to on-call personnel); email City with a read receipt to help.desk@cityofvancouver.us; and email to the City personnel contact for the Agreement.
b. Coordination. Immediately after Contractor provides notification of a Security Breach the Parties will begin working together to contain, mitigate, investigate, respond to and remediate the Security Breach. Contractor will cooperate with all City requests in relation to the Security Breach in compliance with Applicable Law.
c. Root Cause Analysis. As soon as possible following the Security Breach, Contractor will complete a root cause analysis and will provide a plan to City for remediation and prevention.
d. Third-Party Notice. Contractor will work together with City to ensure compliance with RCW 19.255.010 if necessary and will make no statement or send notice to any third party regarding the Security Breach without City's prior written consent.
e. Costs. In addition to its indemnification obligations, Contractor will reimburse City for all costs City incurs associated with any Security Breach, including forensic investigation, costs of providing notice to impacted parties, call centers and credit monitoring as applicable. Contractor will pay or reimburse City for all regulatory fines and other legal costs the City incurs associated with the Security Breach.

6. **DELIVERABLES - INTELLECTUAL PROPERTY** Contractor may create documents or other work product in connection with providing the Services ("Deliverables"). Contractor assigns and will assign to City all right, title, and interest in and to any Deliverables it creates in connection with providing the Services. Contractor may retain a copy of any Deliverable for its internal business purposes. Contractor's know-how, methodologies and processes are Contractor intellectual property. Contractor grants City a perpetual, irrevocable, royalty-free, worldwide license to use all Contractor intellectual property in connection with the Deliverables for any City purpose.

7. **AUDIT RIGHTS:** Contractor shall maintain records of all matters related to this Agreement in accordance with generally accepted accounting principles.

Contractor shall provide the records to City or any other governmental agency with jurisdiction for audit, at such reasonable times and places as City designates.

8. PUBLIC DISCLOSURE COMPLIANCE: Records relating to Agreement are subject to the following:

8.1 Confidential Information. Any record of City business, including this Agreement, related records, and City Data, is a public record under the Washington Public Records Act, codified at chapter 42.56 RCW ("PRA"). City may be required to disclose this Agreement or related records, including records in Contractor's possession, pursuant to a public disclosure request. City will provide third-party notice to Contractor before disclosing records. Public records may be subject to exemptions from disclosure under the PRA. City agrees to withhold its release of the requested records in dispute for a reasonable amount of time (approximately 10 days) to allow Contractor an opportunity to seek judicial protection pursuant to RCW 42.56.540 as adopted or amended.

8.2 Public Disclosure Compliance. City will comply with the PRA in its receipt of and response to any public disclosure request for responsive records related to this Agreement, subject to applicable exemptions. Under RCW 42.56.060, City will have no liability to Contractor for disclosure of Contractor information acting in good faith pursuant to its obligations under the PRA.

8.3 Subpoenas. If either Party receives a subpoena requiring the disclosure of the other Party's information, that Party will notify the other party and provide a reasonable time for the affected party to obtain a protective order prior to disclosing information. If a Party is prohibited by a court with jurisdiction over the matter from disclosing the subpoena, that Party will provide only the specific information required to be released under the subpoena on the advice of counsel.

8.4 City Data Confidentiality. Notwithstanding Section 8.1-3, Contractor will maintain the confidentiality of all City Data in its possession in conformance with Section 8.

9. STANDARD OF CARE: Contractor shall exercise the degree of skill and diligence normally employed by consultants in the same industry, performing the same or similar services. Contractor will re-perform any Services that breach this provision at no cost to City.

10. DISPUTE RESOLUTION: City and Contractor agree to negotiate in good faith for a period of 30 days from the date of notice of all disputes between them prior to exercising their rights under this Agreement or under law. All disputes between City and Contractor not resolved by negotiation between the Parties may be mediated only by mutual agreement of both Parties. If not mutually agreed to resolve the

claim by mediation, the claim will be resolved by legal action. The Parties agree that if litigation is necessary to enforce any of the provisions of this Agreement, each party shall pay all of their own attorney fees and costs related to the litigation.

11. **TERMINATION FOR CONVENIENCE**: City may terminate this Agreement at any time for convenience. City will pay Contractor for all Services completed up to the date of termination for convenience. A decision by City to terminate for convenience does not waive any legal rights City has to enforce the Agreement.

12. **TERMINATION FOR MATERIAL BREACH:** If Contractor materially breaches by failing to perform any of the obligations of the Agreement, including violating any law, regulation, rule, or ordinance applicable to this Agreement, or becomes insolvent or declares bankruptcy, or makes an assignment for the benefit of creditors, Contractor shall not be entitled to receive any further payments under the Agreement until the Services are completed to City's satisfaction. City may provide Contractor a cure period in its sole discretion or may terminate the Agreement and, at City's option, obtain performance of the Services elsewhere.

13. **INDEMNIFICATION:** Contractor shall indemnify, defend, and hold harmless City and its officers, councilmembers, commissioners, employees, volunteers, and agents, from any claim, liability, loss, cost, expense, suit, and damages, including reasonable attorney's fees and consulting fees arising from (a) a third party claim for intellectual property infringement relating to the Contractor's Services or the Deliverables; (b) Contractor's negligence or willful misconduct; (c) Contractor's material breach of the Agreement; (d) Contractor's non-compliance with applicable law; (e) a third-party Washington Public Records Act claim involving Contractor information; and (f) Contractor's court action to enjoin release of Contractor information under the Washington Public Records Act.

    City will promptly notify Contractor of a claim under this Section 13 and will provide reasonable cooperation to Contractor in the defense of the claim. Contractor will have control over defense and settlement of the claim, except that Contractor will not enter any settlement or related agreement without City's prior written consent. Notwithstanding the preceding sentence, City may participate in the defense or settlement of any claim with counsel of its own choosing.

    Solely for negligence indemnification claims under (b) above, if Contractor is providing architectural, landscape architectural, engineering, or land surveying services as the Services under this Agreement, and Contractor and City are

concurrently negligent, then Contractor will be required to indemnify City only to the extent of Contractor's negligence and will have no obligation to indemnify City for City's sole negligence, pursuant to RCW 4.24.115.

If Contractor or Contractor's employee is a licensed architect, professional engineer, land surveyor, or landscape architect and the Services are related to a construction project, Contractor expressly waives its industrial insurance immunity under the Washington Industrial Insurance Act Title 51 RCW. Contractor acknowledges this waiver has been mutually negotiated and the Parties desire to incorporate this waiver pursuant to RCW 4.24.115(1)(b).

14. INSURANCE: Contractor shall maintain liability insurance for all claims for damages to the City, persons or property that arise from Contractor's performance during the Term of this Agreement.

Contractor shall maintain the following insurance coverage.

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	$1,000,000
General Aggregate Per Occurrence	$2,000,000
Products & Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Blanket Contractual Liability	$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles arising from the performance of this Agreement.	
Combined Single Limit	$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
Employer's Liability	$1,000,000
Disease Each Employee	$1,000,000
Disease Policy Limit	$1,000,000
Each Claim	$1,000,000
Annual Aggregate	$1,000,000
IV. Umbrella Liability	
	$2,000,000
V. Professional Liability	

Policy shall include coverage for all claims for damages to person or property arising from the performance of this Agreement.	$1,000,000

In addition to the coverage and limits listed above the Contractor's insurance must 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 General Liability 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 – For policies I, II and IV above, the City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as additional insureds where permissible under applicable law. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.

d. Certificates - The City of Vancouver shall be listed on the Certificate of Insurance as the Certificate Holder. Contractor will provide the Certificate of Insurance to City upon request on an ACORD or comparable form.

All policies shall be issued by an insurance company authorized to do business as an insurance company in the State of Washington.

15. RELATIONSHIP OF THE PARTIES. The relationship of the Parties under this Agreement is that of independent contractors. Contractor is solely responsible for the manner, method, and means of providing the Services. Contractor and its employees are not City employees and will not be entitled to or receive any benefits under this Agreement. Contractor will pay all Contractor personnel and pay all taxes, contributions, and benefits that may be required related to its personnel. Neither Party may bind the other except as expressly stated in this Agreement.

16. SUBCONTRACTING*:* Contractor may subcontract for Services with City's prior written approval in its sole discretion. Contractor is solely responsible for its

subcontractors' compliance with this Agreement and will pass through the terms of this Agreement to all subcontractors.

17. **COMPLIANCE WITH APPLICABLE LAW:** Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations ("Applicable Laws"). Contractor shall modify the Services as necessary to comply with Applicable Laws.

18. **E-VERIFY:** Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within 60 days of executing this Agreement. Contractor shall ensure all Contractor employees and any subcontractors assigned to perform Services under this Agreement are eligible to work in the United States. Contractor shall provide compliance verification upon City's request.

19. **TITLE VI COMPLIANCE**: Depending on the Services Contractor provides, the City may use federal funds to compensate Contractor. If federal funds are used. the City, Contractor, and any approved subcontractor must comply with the provisions of Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) (CRA) and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28 (1988) (CRRA). Contractor must confirm with City whether Title VI is applicable under this Agreement.

20. **EQUAL EMPLOYMENT OPPORTUNITY**: The City is an equal opportunity employer. Contractor shall not discriminate against any of its employees or applicants for employment on the basis of race, color, creed, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, citizenship or immigration status, age (40 or older), the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, genetic information, honorably discharged veteran or military status, or any other class protected by federal, state, or local employment discrimination laws.

21. **ANTI-KICKBACK**. City officers and employees shall not have or acquire an interest in the Agreement or solicit, accept, or give any item of value from a person or entity with an interest in this Agreement.

22. **PERMITS, LICENSES, AND CERTIFICATIONS**. Contractor is solely responsible for any license, permit or certificate that may be required by any federal, state or local law

in connection with the performance of Contractor's obligations under this Agreement, including any business license. Contractor may contact the State of Washington Business License Service (BLS) at: 800-451-7985, www.bls.dor.wa.gov/cities/vancouver.aspx or visit the City's website found at www.cityofvancouver.us/businesslicense for assistance with the determination.

23. **COOPERATIVE PURCHASING:** The Washington State Interlocal Cooperation Act, chapter 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By executing this Agreement, Contractor agrees that other public agencies may purchase goods and services under this Agreement at their own cost. City will have no liability or obligation related to Contractor related to that separate agency agreement. Therefore, City agrees to allow other public agencies to purchase services under this Agreement so long as City is not held financially or legally liable for any separate agency services received pursuant to the Agreement, and that any public agency purchasing under this Agreement file a copy of it in accordance with RCW 39.34.040.

24. **DEBARMENT**: Contractor certifies that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal, state or local department or agency.

25. **CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT:** Supplier must agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

26. **BYRD ANTI-LOBBYING AMENDMENT:** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Suppliers that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

27. **PROCUREMENT OF RECOVERED MATERIALS**: Supplier must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

28. **NOTICES:** All notices will be hand delivered, certified mail, or sent by electronic mail if agreed by the Parties. Notice will be effective when received if hand delivered, on the delivery date if certified mail, or when an email is sent. Notice must be addressed to the Parties at:

For the City:	For the Contractor:
Anna Vogel	Lynn Stephens
City of Vancouver	Brown and Caldwell
415 W 6th Street	4380 S Macadam Ave, Suite 250
P O Box 1995	Portland, OR 97239
Vancouver WA 98668-1995	Email: lstephens@brwncald.com
Email: anna.vogel@cityofvancouver.us	

Either Party may update its address for notice by giving written notice to the other Party.

29. **ASSIGNMENT.** Contractor shall not assign this Agreement without the express written consent of City. Any assignment in violation of this subsection is void. All terms of this Agreement are binding on any assignee.

30. **ORDER OF PRECEDENCE:** If there is a conflict between the terms of any document, the order of precedence is as follows: Amendments to this Agreement; this Agreement; City Purchase Orders; Contractor's responsive proposal to City's solicitation; and City's solicitation. The Parties agree that terms included on any Purchase Order or other document provided by Contractor are not part of this Agreement.

31. **SURVIVAL**. Sections 15 - 35 will survive any termination of this Agreement.

32. **WAIVER**. A Party's waiver of any term of this Agreement must be in writing and signed by the Party waiving compliance.

33. **THIRD PARTY BENEFICIARIES**. There are no third-party beneficiaries under this Agreement.

34. **GOVERNING LAW**: This Agreement is governed by the laws of the State of Washington without regard to its conflicts of laws provisions. Venue for any action arising under this Agreement will be the state or federal courts for Clark County, Washington. The Parties waive any claim of inconvenient forum.

35. **SEVERABILITY**. If a court with jurisdiction over the matter determines any clause of this Agreement is unenforceable, it shall revise the clause to reflect the intent of the Parties as closely as possible. If revision is not possible, the Court shall strike the clause and the remainder of the Agreement will remain in full force and effect.

36. **AMENDMENTS:** Any amendments to this Agreement must be in writing and signed by all Parties to this Agreement.

37. **ENTIRE AGREEMENT**: This Agreement, together with any amendments, is the entire agreement between the Parties, and supersedes any other agreement or discussion between them, whether written or oral in nature.

38. **COUNTERPARTS**. This Agreement may be signed in counterparts. Each counterpart will be deemed an original and together the separate parts will form one Agreement.

City and Contractor enter the Agreement as of the Effective Date.

CITY OF VANCOUVER
A municipal corporation

Lon Pluckhahn, City Manager

Date

Attest:

Lisa Brandl, City Clerk

Approved as to form:

City Attorney's Office

CONTRACTOR:
Brown and Caldwell

Signature

Printed Name /Title

Date

EXHIBIT “A”:
Scope of Work

Contractor to provide on-call professional engineering services for the following categories, on an as-needed basis. The specific scope of services will be negotiated, as the need arises, during the development of specific task orders for work and will be based on the selected firm’s input as well as the City’s requirements.

Categories:

1. Planning and Modelling
2. Water Production and Treatment System Design
6. Construction Management
7. Regulatory Compliance and Funding Support

1. Planning and Modelling
    - Water Shortage Response Plan Development
    - Emergency Response Planning
    - Water Use Efficiency and Conservation Planning
    - Water System Hydraulic Modelling

2. Water Production and Treatment System Design
    - Water Station Conversion from Gas Chlorination to Sodium Hypochlorite Generation (Contract currently in place with TMG Services for equipment purchase)
    - Production and treatment related work

6. Construction Management
    - Construction management services to supplement the City’s Construction Services Division when needed for water capital projects
    - Provide field/office technical staff including Construction Engineer or Inspector to administer capital projects to City standards

7. Regulatory Compliance and Funding Support
    - PFAS related studies and recommendations for media changeout monitoring
    - Miscellaneous regulatory compliance related issues
    - Funding support for State and Federal funding opportunities

Brown and Caldwell Schedule of Hourly Rates
City of Vancouver, WA

	Classifications			2026
Grade	Engineering	Technical/Scientific	Administrative	Rates
A		Technician	Office/Support Services I	$82
B	Intern I Drafter Trainee	Field Service Technician I	Office/Support Services II Project Aide Word Processor I	$90
C	Intern II Assistant Drafter	Field Service Technician II Engineer/Operations Tech I	Office/Support Services III Sr. Project Aide Word Processor II	$102
D	Drafter Engineering Aide Inspection Aide	Engineer/Operations Tech I Field Service Technician III	Graphic Designer, Jr. Accountant I Office/Support Services IV Project Analyst I Project Coordinator I Word Processor III	$118
E	Assistant Designer Engineer I Senior Drafter Senior Illustrator Inspector I	Geologist/ Hydrogeologist I Scientist I Senior Field Service Technician Engineer/Operations Tech II Inspector I	Payroll Specialist Admin Coordinator Accountant II Project Analyst II Project Coordinator II Word Processor IV Technical Editor	$140
F	Graphic Designer Designer Engineer II Inspector II Lead Drafter Lead Illustrator Design Manager	Engineer/Operations Tech III Business Consultant II Geologist/ Hydrogeologist II Scientist II Comp Analyst/Programmer I GIS Specialist II Inspector II	Accountant III Administrative Supervisor Area Business Operations Mgr. Business Consultant II Project Analyst III Sr Project Coordinator Sr Health & Safety Specialist Technical Writer Word Processing Supervisor	$162
G	Sr Engineer/Operations Tech Engineer III Inspector III Senior Designer Supervising Drafter Supervising Illustrator Graphic Design Manager	IT Analyst/Developer - Ex Geologist/ Hydrogeologist III Scientist III Comp Analyst/Program II - Ex Construction Services III	Area Bus Ops Mgr II Executive Support Services III Health & Safety Risk Mgr I Accountant IV Administrative Manager Business Consultant III Project Specialist Graphic Design Manager PA Manager I	$188
H	Senior Construction Services Senior Engineer Principal Designer Senior Construction Engineer Senior Engineer Sr Operations Tech	Principal Designer RISSM I - Ex Senior Geologist/ Hydrogeologist Senior Scientist	Area Bus Ops Mgr III Communications Manager Creative Services Manager Project Control Manager Risk Analyst Senior Business Consultant Health & Safety Risk Manager II Senior Technical Writer	$211
I	Principal Engineer Principal Construction Engr Supervising Designer	Sr IT Analyst/Developer - Ex I S Project Manager Senior Business Analyst Principal Geologist Principal Hydrogeologist Principal Scientist	Health & Safety Risk Mgr III Corp. Contract Administrator	$243
J	Senior Web Analyst - Ex Senior IT Project ManagerSupervising Constr. Engineer Supervising Engineer	RISSM II Supervising Business Consultant Supervising Scientist Supervising Geologist Supervising Hydrogeologist	Product Manager II Corp Risk Manager Construction Manager Client & Bus. Developer Assistant Controller	$284
K	Managing Engineer	Managing Business Consultant Managing Geologist Managing Hydrogeologist Managing Scientist	IS Product Manager II Area Bus Ops Mgr. IV	$343
L-N	Senior Database Architect Chief Engineer Executive Engineer Vice President Senior Vice President	Chief Scientist Chief Geologist Chief Hydrogeologist	Chief Business Consultant Senior Client & Bus. Developer Corp. Marketing Comm. Mgr.	$358

1. Rates valid for one year.
2. The rate schedule will be updated annually for escalation of rates.
3. Miscellaneous project expenses (CAD computers and printers, software licenses, color graphics, internal copying, printing, etc.) are included in the hourly rates and not billed separately.
4. Mileage costs are invoiced using then current IRS standard mileage rate.
5. Subconsultant work will include a 5% markup.

CITY OF VANCOUVER
SERVICES AGREEMENT
No. C-102250
ON-CALL WATER ENGINEERING SERVICES

This Services Agreement (the “Agreement”), effective on the date last signed below (the “Effective Date”) is entered by the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington (the "City") and Groundwater Solutions, Inc., a corporation organized under the laws of the State of Oregon (the "Contractor"). The City and Contractor are collectively referred to as the “Parties” or individually as a “Party”.

RECITALS

A. The City desires to engage the Contractor to perform Services as described in this Agreement; and
B. The City advertised and issued a request for proposals, numbered 64-25 (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 $750,000.00 USD.

This payment shall be the maximum compensation for all Services including labor, materials, supplies, equipment, and incidentals necessary to complete the Services. And it shall not be exceeded without the City's prior written authorization in the form of a negotiated and executed amendment. Contractor agrees this compensation is adequate and sufficient for the timely provision of all Services under this Agreement.

City will limit compensation to the amount specified for each specific task and/or sub-task, unless amended in writing. Contractor shall complete the Services stated within the number of hours identified for each task, and/or sub-task, or for the lump sum amount associated with a task. If compensation is made on an hourly basis and the Services requires fewer hours than those estimated, the Contractor will be paid for the actual worked hours necessary to complete that task and/or sub-task. If Contractor underestimated the number of hours required to perform the Services, Contractor shall be paid up to the maximum number of hours stated for the task and/or sub-task. Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time the task and/or subtask is initiated, or for changes to the scope of services requested by City. All Deliverables (as defined in Section 8) must be acceptable to City in its sole discretion.

City will reimburse Contractor for the following travel expenses identified in its proposal upon submission of receipts to City: airfare, mileage at the approved IRS rate and lodging at the U.S. General Services Administration rates. For the avoidance of doubt, City will not reimburse Contractor wages incurred during travel time.

3. **PAYMENT FOR CONTRACTOR SERVICES**: The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, from the previous month. Invoices must be submitted to the Project Manager, Mehrin Selimgir, by email to mehrin.selimgir@cityofvancouver.us and accpay@cityofvancouver.us or by mail to City of Vancouver, Mehrin Selimgir, 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 April 30, 2031. The total term shall not exceed five years.

5. CITY DATA; DATA SECURITY

5.1 City Data. Contractor may obtain and process City Data in connection with the Services. "City Data" means the data City provides to Contractor in connection with the receipt of the Services and any data generated by Contractor in connection with providing the Services to City. City owns all City Data. City licenses City Data to Contractor solely for the purposes of providing the Services to City or improving the Services for City. Contractor shall not use City Data for any other purpose, including as artificial intelligence training data. Contractor acknowledges that compliance with Applicable Laws under Section 17 of the Agreement includes compliance with all applicable federal, state, and local data protection laws in its provision of the Services.

5.2 Data Security. If Contractor maintains City Data on Contractor systems it will comply with the following data security requirements.

5.2.1 Security Practices. Contractor shall develop, implement, and maintain appropriate administrative, physical, and technical safeguards that are designed to ensure the confidentiality, integrity and availability of City Data. Contractor will enact safeguards that are compliant with industry best practices for the specific City Data obtained by Contractor in connection with the Services.

5.2.2 Location of City Data. Contractor shall maintain City Data solely in data centers located in the United States.

5.2.3 Security Breaches. A "Security Breach" is any suspected or actual unauthorized access to or use of City Data in Contractor's possession.

a. Notice. Contractor will notify City within 24 hours of any Security Breach. Notice will include details regarding the Security Breach including impacted parties, specific data, and mitigation. Contractor will call 360.487.8888 (if after hours, follow prompt to connect to on-call personnel); email City with a read receipt to help.desk@cityofvancouver.us; and email to the City personnel contact for the Agreement.
b. Coordination. Immediately after Contractor provides notification of a Security Breach the Parties will begin working together to contain, mitigate, investigate, respond to and remediate the Security Breach. Contractor will cooperate with all City requests in relation to the Security Breach in compliance with Applicable Law.
c. Root Cause Analysis. As soon as possible following the Security Breach, Contractor will complete a root cause analysis and will provide a plan to City for remediation and prevention.
d. Third-Party Notice. Contractor will work together with City to ensure compliance with RCW 19.255.010 if necessary and will make no statement or send notice to any third party regarding the Security Breach without City's prior written consent.
e. Costs. In addition to its indemnification obligations, Contractor will reimburse City for all costs City incurs associated with any Security Breach, including forensic investigation, costs of providing notice to impacted parties, call centers and credit monitoring as applicable. Contractor will pay or reimburse City for all regulatory fines and other legal costs the City incurs associated with the Security Breach.

6. **DELIVERABLES - INTELLECTUAL PROPERTY** Contractor may create documents or other work product in connection with providing the Services ("Deliverables"). Contractor assigns and will assign to City all right, title, and interest in and to any Deliverables it creates in connection with providing the Services. Contractor may retain a copy of any Deliverable for its internal business purposes. Contractor's know-how, methodologies and processes are Contractor intellectual property. Contractor grants City a perpetual, irrevocable, royalty-free, worldwide license to use all Contractor intellectual property in connection with the Deliverables for any City purpose.

7. **AUDIT RIGHTS:** Contractor shall maintain records of all matters related to this Agreement in accordance with generally accepted accounting principles.

Contractor shall provide the records to City or any other governmental agency with jurisdiction for audit, at such reasonable times and places as City designates.

8. PUBLIC DISCLOSURE COMPLIANCE: Records relating to Agreement are subject to the following:

8.1 Confidential Information. Any record of City business, including this Agreement, related records, and City Data, is a public record under the Washington Public Records Act, codified at chapter 42.56 RCW ("PRA"). City may be required to disclose this Agreement or related records, including records in Contractor's possession, pursuant to a public disclosure request. City will provide third-party notice to Contractor before disclosing records. Public records may be subject to exemptions from disclosure under the PRA. City agrees to withhold its release of the requested records in dispute for a reasonable amount of time (approximately 10 days) to allow Contractor an opportunity to seek judicial protection pursuant to RCW 42.56.540 as adopted or amended.

8.2 Public Disclosure Compliance. City will comply with the PRA in its receipt of and response to any public disclosure request for responsive records related to this Agreement, subject to applicable exemptions. Under RCW 42.56.060, City will have no liability to Contractor for disclosure of Contractor information acting in good faith pursuant to its obligations under the PRA.

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10. DISPUTE RESOLUTION: City and Contractor agree to negotiate in good faith for a period of 30 days from the date of notice of all disputes between them prior to exercising their rights under this Agreement or under law. All disputes between City and Contractor not resolved by negotiation between the Parties may be mediated only by mutual agreement of both Parties. If not mutually agreed to resolve the

claim by mediation, the claim will be resolved by legal action. The Parties agree that if litigation is necessary to enforce any of the provisions of this Agreement, each party shall pay all of their own attorney fees and costs related to the litigation.

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13. **INDEMNIFICATION:** Contractor shall indemnify, defend, and hold harmless City and its officers, councilmembers, commissioners, employees, volunteers, and agents, from any claim, liability, loss, cost, expense, suit, and damages, including attorney's fees and consulting fees relating to (a) a third party claim for intellectual property infringement relating to the Contractor's Services or the Deliverables; (b) Contractor's negligence or willful misconduct; (c) Contractor's material breach of the Agreement; (d) Contractor's non-compliance with applicable law; (e) a third-party Washington Public Records Act claim involving Contractor information; and (f) Contractor's court action to enjoin release of Contractor information under the Washington Public Records Act.

    City will promptly notify Contractor of a claim under this Section 13 and will provide reasonable cooperation to Contractor in the defense of the claim. Contractor will have control over defense and settlement of the claim, except that Contractor will not enter any settlement or related agreement without City's prior written consent. Notwithstanding the preceding sentence, City may participate in the defense or settlement of any claim with counsel of its own choosing.

    Solely for negligence indemnification claims under (b) above, if Contractor is providing architectural, landscape architectural, engineering, or land surveying services as the Services under this Agreement, and Contractor and City are

concurrently negligent, then Contractor will be required to indemnify City only to the extent of Contractor's negligence and will have no obligation to indemnify City for City's sole negligence, pursuant to RCW 4.24.115.

If Contractor or Contractor's employee is a licensed architect, professional engineer, land surveyor, or landscape architect and the Services are related to a construction project, Contractor expressly waives its industrial insurance immunity under the Washington Industrial Insurance Act Title 51 RCW. Contractor acknowledges this waiver has been mutually negotiated and the Parties desire to incorporate this waiver pursuant to RCW 4.24.115(1)(b).

14. INSURANCE: Contractor shall maintain liability insurance for all claims for damages to the City, persons or property that arise from Contractor's performance during the Term of this Agreement.

Contractor shall maintain the following insurance coverage.

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	$1,000,000
General Aggregate Per Occurrence	$2,000,000
Products & Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Blanket Contractual Liability	$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles arising from the performance of this Agreement.	
Combined Single Limit	$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
Employer's Liability	$1,000,000
Disease Each Employee	$1,000,000
Disease Policy Limit	$1,000,000
Each Claim	$1,000,000
Annual Aggregate	$1,000,000
IV. Umbrella Liability	
	$5,000,000
V. Professional Liability	

Policy shall include coverage for all claims for damages to person or property arising from the performance of this Agreement.	$1,000,000

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

a. Compliance with other Insurance Policies - Contractor will remain compliant with all other insurance obligations it may have pursuant to its personnel or applicable law.

b. Coverage Trigger - Contractor's insurance must be on an "occurrence" basis rather than claims made. This type of coverage must be indicated on the Certificate of Insurance.

c. Additional Insured Requirement - The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as additional insureds where permissible under applicable law. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.

d. Certificates - The City of Vancouver shall be listed on the Certificate of Insurance as the Certificate Holder. Contractor will provide the Certificate of Insurance to City upon request on an ACORD or comparable form.

All policies shall be issued by an insurance company authorized to do business as an insurance company in the State of Washington.

15. **RELATIONSHIP OF THE PARTIES**. The relationship of the Parties under this Agreement is that of independent contractors. Contractor is solely responsible for the manner, method, and means of providing the Services. Contractor and its employees are not City employees and will not be entitled to or receive any benefits under this Agreement. Contractor will pay all Contractor personnel and pay all taxes, contributions, and benefits that may be required related to its personnel. Neither Party may bind the other except as expressly stated in this Agreement.

16. **SUBCONTRACTING***:* Contractor may subcontract for Services with City's prior written approval in its sole discretion. Contractor is solely responsible for its

subcontractors' compliance with this Agreement and will pass through the terms of this Agreement to all subcontractors.

17. **COMPLIANCE WITH APPLICABLE LAW:** Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations ("Applicable Laws"). Contractor shall modify the Services as necessary to comply with Applicable Laws.

18. **E-VERIFY:** Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within 60 days of executing this Agreement. Contractor shall ensure all Contractor employees and any subcontractors assigned to perform Services under this Agreement are eligible to work in the United States. Contractor shall provide compliance verification upon City's request.

19. **TITLE VI COMPLIANCE**: Depending on the Services Contractor provides, the City may use federal funds to compensate Contractor. If federal funds are used. the City, Contractor, and any approved subcontractor must comply with the provisions of Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) (CRA) and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28 (1988) (CRRA). Contractor must confirm with City whether Title VI is applicable under this Agreement.
20. **EQUAL EMPLOYMENT OPPORTUNITY**: The City is an equal opportunity employer. Contractor shall not discriminate against any of its employees or applicants for employment on the basis of race, color, creed, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, citizenship or immigration status, age (40 or older), the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, genetic information, honorably discharged veteran or military status, or any other class protected by federal, state, or local employment discrimination laws.

21. **ANTI-KICKBACK**. City officers and employees shall not have or acquire an interest in the Agreement or solicit, accept, or give any item of value from a person or entity with an interest in this Agreement.

22. **PERMITS, LICENSES, AND CERTIFICATIONS**. Contractor is solely responsible for any license, permit or certificate that may be required by any federal, state or local law in connection with the performance of Contractor's obligations under this Agreement, including any business license. Contractor may contact the State of

Washington Business License Service (BLS) at: 800-451-7985, www.bls.dor.wa.gov/cities/vancouver.aspx or visit the City's website found at www.cityofvancouver.us/businesslicense for assistance with the determination.

23. **COOPERATIVE PURCHASING:** The Washington State Interlocal Cooperation Act, chapter 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By executing this Agreement, Contractor agrees that other public agencies may purchase goods and services under this Agreement at their own cost. City will have no liability or obligation related to Contractor related to that separate agency agreement. Therefore, City agrees to allow other public agencies to purchase services under this Agreement so long as City is not held financially or legally liable for any separate agency services received pursuant to the Agreement, and that any public agency purchasing under this Agreement file a copy of it in accordance with RCW 39.34.040.

24. **DEBARMENT**: Contractor certifies that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal, state or local department or agency.

25. **CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT:** Supplier must agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

26. **BYRD ANTI-LOBBYING AMENDMENT:** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Suppliers that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

27. **PROCUREMENT OF RECOVERED MATERIALS**: Supplier must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and

Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

28. **NOTICES:** All notices will be hand delivered, certified mail, or sent by electronic mail if agreed by the Parties. Notice will be effective when received if hand delivered, on the delivery date if certified mail, or when an email is sent. Notice must be addressed to the Parties at:

For the City:	For the Contractor:
Anna Vogel	Ronan Igloria
City of Vancouver	Groundwater Solutions, Inc
415 W 6th Street	650 NE Holladay Street, Suite 900
P O Box 1995	Portland, OR 97232
Vancouver WA 98668-1995	Email: rigloria@gsiws.com
Email: anna.vogel@cityofvancouver.us	

Either Party may update its address for notice by giving written notice to the other Party.

29. **ASSIGNMENT.** Contractor shall not assign this Agreement without the express written consent of City. Any assignment in violation of this subsection is void. All terms of this Agreement are binding on any assignee.

30. **ORDER OF PRECEDENCE:** If there is a conflict between the terms of any document, the order of precedence is as follows: Amendments to this Agreement; this Agreement; City Purchase Orders; Contractor's responsive proposal to City's solicitation; and City's solicitation. The Parties agree that terms included on any Purchase Order or other document provided by Contractor are not part of this Agreement.

31. **SURVIVAL**. Sections 15 - 35 will survive any termination of this Agreement.

32. **WAIVER**. A Party's waiver of any term of this Agreement must be in writing and signed by the Party waiving compliance.

33. **THIRD PARTY BENEFICIARIES**. There are no third-party beneficiaries under this Agreement.

34. **GOVERNING LAW**: This Agreement is governed by the laws of the State of Washington without regard to its conflicts of laws provisions. Venue for any action arising under this Agreement will be the state or federal courts for Clark County, Washington. The Parties waive any claim of inconvenient forum.

35. **SEVERABILITY**. If a court with jurisdiction over the matter determines any clause of this Agreement is unenforceable, it shall revise the clause to reflect the intent of the Parties as closely as possible. If revision is not possible, the Court shall strike the clause and the remainder of the Agreement will remain in full force and effect.

36. **AMENDMENTS:** Any amendments to this Agreement must be in writing and signed by all Parties to this Agreement.

37. **ENTIRE AGREEMENT**: This Agreement, together with any amendments, is the entire agreement between the Parties, and supersedes any other agreement or discussion between them, whether written or oral in nature.

38. **COUNTERPARTS**. This Agreement may be signed in counterparts. Each counterpart will be deemed an original and together the separate parts will form one Agreement.

City and Contractor enter the Agreement as of the Effective Date.

CITY OF VANCOUVER
A municipal corporation

Lon Pluckhahn, City Manager

Date

Attest:

Lisa Brandl, City Clerk

Approved as to form:

City Attorney's Office

CONTRACTOR:
Groundwater Solutions, Inc

Signature

Printed Name /Title

Date

EXHIBIT “A”:
Scope of Work

Contractor to provide on-call professional engineering services for the following categories, on an as-needed basis. The specific scope of services will be negotiated, as the need arises, during the development of specific task orders for work and will be based on the selected firm’s input as well as the City’s requirements.

Categories:

5. Groundwater Hydrogeology, Well Design, Water Rights, Critical Aquifer Recharge Area

5. Groundwater Hydrogeology, Well Design, Water Rights, and CARA/WRPO

- Well replacement design for several wells
- Well rehabilitation
- Water rights related work and planning for water rights utilization
- New groundwater source feasibility assessments
- Provide expertise in hydrogeological (LHG) review on development/ redevelopment sites affecting the water resources protection ordinance (WRPO) – VMC 14.26 and critical aquifer recharge area support

Attachment "B"
Fee Schedule

GSI Water Solutions, Inc.

2026 GSI Fee Schedule

Labor Category	Hourly Rate
Technical Professionals	
Principal II	$230 – $290
Principal I	$215 – $290
Senior Managing II	$205 – $250
Senior Managing I	$195 – $225
Managing II	$185 – $215
Managing I	$175 – $205
Senior Project II	$165 – $195
Senior Project I	$155 – $185
Project II	$145 – $180
Project I	$135 – $170
Staff II	$125 – $160
Staff I	$115 – $145
Other Services	
GIS/Graphics/Database	$125 – $175
Editor/Documents	$125 – $155
Administration	$90 – $125

The hourly rate for trial preparation and expert witness testimony is 1.5 times the standard billing rate shown above.

Expenses

- **Mileage:** IRS authorized rate/mile
- **Direct expenses and outside services**: Cost plus 10 percent markup
- **Enterprise GIS:** $100 per month for the duration of use

**Hourly rates are subject to annual increases on the contract anniversary date.*

Effective January 2026

McCormick Water Strategies, LLC
SCHEDULE OF CHARGES

Unless otherwise stated in the proposal or services agreement, current rates are as follows:

Personnel Charges

Principal Owner	$185.00/hour
Sr. Technical Editor	$105.00/hour
Legal Testimony (4-hour minimum)	$305.00/hour

Other Personnel and Disbursement Charges

High Clearance Four-wheel Drive Field Vehicle	$105.00/day (up to 100 miles)
Mileage	Federal gov't rate
Subcontractors and Miscellaneous Expenses	Cost plus 5%

Other equipment rental and expenses will be provided on a per job basis.

EXHIBIT C
RH2 ENGINEERING, INC.
2026 SCHEDULE OF RATES AND CHARGES
CITY OF VANCOUVER
ON-CALL WATER SYSTEM PLANNING AND DESIGN SERVICES

RATE LIST	RATE	UNIT
Professional I	$187	$/hr
Professional II	$207	$/hr
Professional III	$231	$/hr
Professional IV	$253	$/hr
Professional V	$270	$/hr
Professional VI	$290	$/hr
Professional VII	$315	$/hr
Professional VIII	$343	$/hr
Professional IX	$346	$/hr
Technician I	$148	$/hr
Technician II	$161	$/hr
Technician III	$183	$/hr
Technician IV	$196	$/hr
Technician V	$215	$/hr
Technician VI	$234	$/hr
Technician VII	$254	$/hr
Technician VIII	$267	$/hr
Administrative I	$97	$/hr
Administrative II	$112	$/hr
Administrative III	$136	$/hr
Administrative IV	$161	$/hr
Administrative V	$182	$/hr
CAD/GIS System	$27.50	$/hr
CAD Plots - Half Size	$2.50	price per plot
CAD Plots - Full Size	$10.00	price per plot
CAD Plots - Large	$25.00	price per plot
Copies (bw) 8.5" X 11"	$0.09	price per copy
Copies (bw) 8.5" X 14"	$0.14	price per copy
Copies (bw) 11" X 17"	$0.20	price per copy
Copies (color) 8.5" X 11"	$0.90	price per copy
Copies (color) 8.5" X 14"	$1.20	price per copy
Copies (color) 11" X 17"	$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Night Work	10.00%	% of Direct Labor
Mileage	$0.7250	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	

Rates listed are adjusted annually.

CITY OF VANCOUVER
SERVICES AGREEMENT
No. C-102251
ON-CALL WATER ENGINEERING SERVICES

This Services Agreement (the "Agreement"), effective on the date last signed below (the "Effective Date") is entered by the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington (the "City") and Jacobs Engineering Group Inc., a corporation entity organized under the laws of the State of Delaware (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 64-25 (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 $1,500,000.00 USD.

This payment shall be the maximum compensation for all Services including labor, materials, supplies, equipment, and incidentals necessary to complete the Services. And it shall not be exceeded without the City's prior written authorization in the form of a negotiated and executed amendment. Contractor agrees this compensation is adequate and sufficient for the timely provision of all Services under this Agreement.

City will limit compensation to the amount specified for each specific task and/or sub-task, unless amended in writing. Contractor shall complete the Services stated within the number of hours identified for each task, and/or sub-task, or for the lump sum amount associated with a task. If compensation is made on an hourly basis and the Services requires fewer hours than those estimated, the Contractor will be paid for the actual worked hours necessary to complete that task and/or sub-task. If Contractor underestimated the number of hours required to perform the Services, Contractor shall be paid up to the maximum number of hours stated for the task and/or sub-task. Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time the task and/or subtask is initiated, or for changes to the scope of services requested by City. All Deliverables (as defined in Section 8) must be acceptable to City in its sole discretion.

City will reimburse Contractor for the following travel expenses identified in its proposal upon submission of receipts to City: airfare, mileage at the approved IRS rate and lodging at the U.S. General Services Administration rates. For the avoidance of doubt, City will not reimburse Contractor wages incurred during travel time.

3. **PAYMENT FOR CONTRACTOR SERVICES**: The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, from the previous month. Invoices must be submitted to the Project Manager, Mehrin Selimgir, by email to mehrin.selimgir@cityofvancouver.us and accpay@cityofvancouver.us or by mail to City of Vancouver, Mehrin Selimgir, 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 April 30, 2031. The total term shall not exceed five years.

5. **CITY DATA; DATA SECURITY**

5.1 City Data. Contractor may obtain and process City Data in connection with the Services. "City Data" means the data City provides to Contractor in connection with the receipt of the Services and any data generated by Contractor in connection with providing the Services to City. City owns all City Data. City licenses City Data to Contractor solely for the purposes of providing the Services to City or improving the Services for City. Contractor shall not use City Data for any other purpose, including as artificial intelligence training data. Contractor acknowledges that compliance with Applicable Laws under Section 17 of the Agreement includes compliance with all applicable federal, state, and local data protection laws in its provision of the Services.

5.2 Data Security. If Contractor maintains City Data on Contractor systems, it will comply with the following data security requirements.

5.2.1 Security Practices. Contractor shall develop, implement, and maintain appropriate administrative, physical, and technical safeguards that are designed to ensure the confidentiality, integrity and availability of City Data. Contractor will enact safeguards that are compliant with industry best practices for the specific City Data obtained by Contractor in connection with the Services.

5.2.2 Location of City Data. Contractor shall maintain City Data solely in data centers located in the United States.

5.2.3 Security Breaches. A "Security Breach" is any suspected or actual unauthorized access to or use of City Data in Contractor's possession.

a. Notice. Contractor will notify City within 24 hours of any Security Breach. Notice will include details regarding the Security Breach including impacted parties, specific data, and mitigation. Contractor will call 360.487.8888 (if after hours, follow prompt to connect to on-call personnel); email City with a read receipt to help.desk@cityofvancouver.us; and email to the City personnel contact for the Agreement.
b. Coordination. Immediately after Contractor provides notification of a Security Breach the Parties will begin working together to contain, mitigate, investigate, respond to and remediate the Security Breach. Contractor will cooperate with all City requests in relation to the Security Breach in compliance with Applicable Law.
c. Root Cause Analysis. As soon as possible following the Security Breach, Contractor will complete a root cause analysis and will provide a plan to City for remediation and prevention.
d. Third-Party Notice. Contractor will work together with City to ensure compliance with RCW 19.255.010 if necessary and will make no statement or send notice to any third party regarding the Security Breach without City's prior written consent.
e. Costs. In addition to its indemnification obligations, Contractor will reimburse City for all costs City incurs associated with any Security Breach, including forensic investigation, costs of providing notice to impacted parties, call centers and credit monitoring as applicable. Contractor will pay or reimburse City for all regulatory fines and other legal costs the City incurs associated with the Security Breach.

6. **DELIVERABLES - INTELLECTUAL PROPERTY** Contractor may create documents or other work product in connection with providing the Services ("Deliverables"). Contractor assigns and will assign to City all right, title, and interest in and to any Deliverables it creates in connection with providing the Services. Contractor may retain a copy of any Deliverable for its internal business purposes. Contractor's know-how, methodologies and processes are Contractor intellectual property. Contractor grants City a perpetual, irrevocable, royalty-free, worldwide license to use all Contractor intellectual property in connection with the Deliverables for any City purpose.

7. **AUDIT RIGHTS:** Contractor shall maintain records of all matters related to this Agreement in accordance with generally accepted accounting principles.

Contractor shall provide the records to City or any other governmental agency with jurisdiction for audit, at such reasonable times and places as City designates.

8. PUBLIC DISCLOSURE COMPLIANCE: Records relating to Agreement are subject to the following:

8.1 Confidential Information. Any record of City business, including this Agreement, related records, and City Data, is a public record under the Washington Public Records Act, codified at chapter 42.56 RCW ("PRA"). City may be required to disclose this Agreement or related records, including records in Contractor's possession, pursuant to a public disclosure request. City will provide third-party notice to Contractor before disclosing records. Public records may be subject to exemptions from disclosure under the PRA. City agrees to withhold its release of the requested records in dispute for a reasonable amount of time (approximately 10 days) to allow Contractor an opportunity to seek judicial protection pursuant to RCW 42.56.540 as adopted or amended.

8.2 Public Disclosure Compliance. City will comply with the PRA in its receipt of and response to any public disclosure request for responsive records related to this Agreement, subject to applicable exemptions. Under RCW 42.56.060, City will have no liability to Contractor for disclosure of Contractor information acting in good faith pursuant to its obligations under the PRA.

8.3 Subpoenas. If either Party receives a subpoena requiring the disclosure of the other Party's information, that Party will notify the other party and provide a reasonable time for the affected party to obtain a protective order prior to disclosing information. If a Party is prohibited by a court with jurisdiction over the matter from disclosing the subpoena, that Party will provide only the specific information required to be released under the subpoena on the advice of counsel.

8.4 City Data Confidentiality. Notwithstanding Section 8.1-3, Contractor will maintain the confidentiality of all City Data in its possession in conformance with Section 8.

9. STANDARD OF CARE: Contractor shall exercise the degree of skill and diligence normally employed by consultants in the same industry, performing the same or similar services. Contractor will re-perform any Services that breach this provision at no cost to City.

10. DISPUTE RESOLUTION: City and Contractor agree to negotiate in good faith for a period of 30 days from the date of notice of all disputes between them prior to exercising their rights under this Agreement or under law. All disputes between City and Contractor not resolved by negotiation between the Parties may be mediated only by mutual agreement of both Parties. If not mutually agreed to resolve the

claim by mediation, the claim will be resolved by legal action. The Parties agree that if litigation is necessary to enforce any of the provisions of this Agreement, each party shall pay all of their own attorney fees and costs related to the litigation.

11. **TERMINATION FOR CONVENIENCE**: City may terminate this Agreement at any time for convenience. City will pay Contractor for all Services completed up to the date of termination for convenience. A decision by City to terminate for convenience does not waive any legal rights City has to enforce the Agreement.

12. **TERMINATION FOR MATERIAL BREACH:** If Contractor materially breaches by failing to perform any of the obligations of the Agreement, including violating any law, regulation, rule, or ordinance applicable to this Agreement, or becomes insolvent or declares bankruptcy, or makes an assignment for the benefit of creditors, Contractor shall not be entitled to receive any further payments under the Agreement until the Services are completed to City's satisfaction. City may provide Contractor a cure period in its sole discretion or may terminate the Agreement and, at City's option, obtain performance of the Services elsewhere.

13. **INDEMNIFICATION:** Contractor shall indemnify, defend, and hold harmless City and its officers, councilmembers, commissioners, employees, volunteers, and agents, from any claim, liability, loss, cost, expense, suit, and damages, including attorney's fees and consulting fees relating to (a) a third party claim for intellectual property infringement relating to the Contractor's Services or the Deliverables; (b) Contractor's negligence or willful misconduct; (c) Contractor's material breach of the Agreement; (d) Contractor's non-compliance with applicable law; (e) a third-party Washington Public Records Act claim involving Contractor information; and (f) Contractor's court action to enjoin release of Contractor information under the Washington Public Records Act.

    City will promptly notify Contractor of a claim under this Section 13 and will provide reasonable cooperation to Contractor in the defense of the claim. Contractor will have control over defense and settlement of the claim, except that Contractor will not enter any settlement or related agreement without City's prior written consent. Notwithstanding the preceding sentence, City may participate in the defense or settlement of any claim with counsel of its own choosing.

    Solely for negligence indemnification claims under (b) above, if Contractor is providing architectural, landscape architectural, engineering, or land surveying services as the Services under this Agreement, and Contractor and City are

concurrently negligent, then Contractor will be required to indemnify City only to the extent of Contractor's negligence and will have no obligation to indemnify City for City's sole negligence, pursuant to RCW 4.24.115.

If Contractor or Contractor's employee is a licensed architect, professional engineer, land surveyor, or landscape architect and the Services are related to a construction project, Contractor expressly waives its industrial insurance immunity under the Washington Industrial Insurance Act Title 51 RCW. Contractor acknowledges this waiver has been mutually negotiated and the Parties desire to incorporate this waiver pursuant to RCW 4.24.115(1)(b).

14. INSURANCE: Contractor shall maintain liability insurance for all claims for damages to the City, persons or property that arise from Contractor's negligent 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 Per Occurrence and in the Aggregate	
	$5,000,000
V. Professional Liability	

Policy shall include coverage for all claims for damages to person or property arising from the negligent performance of this Agreement. Per claim and in the annual aggregate.	$1,000,000

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

a. Compliance with other Insurance Policies - Contractor will remain compliant with all other insurance obligations it may have pursuant to its personnel or applicable law.

b. Coverage Trigger - Contractor's insurance must be on an "occurrence" basis rather than claims made except on the Professional Liability Insurance. This type of coverage must be indicated on the Certificate of Insurance.

c. Additional Insured Requirement – Except for coverage under Professional Liability Insurance and Worker's Compensation, the City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as additional insureds where permissible under applicable law. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.

d. Certificates - The City of Vancouver shall be listed on the Certificate of Insurance as the Certificate Holder. Contractor will provide the Certificate of Insurance to City upon request on an ACORD or comparable form.

All policies shall be issued by an insurance company authorized to do business as an insurance company in the State of Washington.

15. **RELATIONSHIP OF THE PARTIES**. The relationship of the Parties under this Agreement is that of independent contractors. Contractor is solely responsible for the manner, method, and means of providing the Services. Contractor and its employees are not City employees and will not be entitled to or receive any benefits under this Agreement. Contractor will pay all Contractor personnel and pay all taxes, contributions, and benefits that may be required related to its personnel. Neither Party may bind the other except as expressly stated in this Agreement.

16. **SUBCONTRACTING***:* Contractor may subcontract for Services with City's prior written approval in its sole discretion. Contractor is solely responsible for its subcontractors' compliance with this Agreement and will pass through the terms of this Agreement to all subcontractors.

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18. **E-VERIFY:** Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within 60 days of executing this Agreement. Contractor shall ensure all Contractor employees and any subcontractors assigned to perform Services under this Agreement are eligible to work in the United States. Contractor shall provide compliance verification upon City's request.

19. **TITLE VI COMPLIANCE**: Depending on the Services Contractor provides, the City may use federal funds to compensate Contractor. If federal funds are used. the City, Contractor, and any approved subcontractor must comply with the provisions of Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) (CRA) and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28 (1988) (CRRA). Contractor must confirm with City whether Title VI is applicable under this Agreement.

20. **EQUAL EMPLOYMENT OPPORTUNITY**: The City is an equal opportunity employer. Contractor shall not discriminate against any of its employees or applicants for employment on the basis of race, color, creed, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, citizenship or immigration status, age (40 or older), the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, genetic information, honorably discharged veteran or military status, or any other class protected by federal, state, or local employment discrimination laws.

21. **ANTI-KICKBACK**. City officers and employees shall not have or acquire an interest in the Agreement or solicit, accept, or give any item of value from a person or entity with an interest in this Agreement.

22. **PERMITS, LICENSES, AND CERTIFICATIONS**. Contractor is solely responsible for any license, permit or certificate that may be required by any federal, state or local law in connection with the performance of Contractor's obligations under this Agreement, including any business license. Contractor may contact the State of Washington Business License Service (BLS) at: 800-451-7985, www.bls.dor.wa.gov/cities/vancouver.aspx or visit the City's website found at www.cityofvancouver.us/businesslicense for assistance with the determination.

23. **COOPERATIVE PURCHASING:** The Washington State Interlocal Cooperation Act, chapter 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By executing this Agreement, Contractor agrees that other public agencies may purchase goods and services under this Agreement at their own cost. City will have no liability or obligation related to Contractor related to that separate agency agreement. Therefore, City agrees to allow other public agencies to purchase services under this Agreement so long as City is not held financially or legally liable for any separate agency services received pursuant to the Agreement, and that any public agency purchasing under this Agreement file a copy of it in accordance with RCW 39.34.040.

24. **DEBARMENT**: Contractor certifies that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal, state or local department or agency.

25. **CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT:** Supplier must agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

26. **BYRD ANTI-LOBBYING AMENDMENT:** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Suppliers that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-

Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

27. **PROCUREMENT OF RECOVERED MATERIALS**: Supplier must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

28. **NOTICES:** All notices will be hand delivered, certified mail, or sent by electronic mail if agreed by the Parties. Notice will be effective when received if hand delivered, on the delivery date if certified mail, or when an email is sent. Notice must be addressed to the Parties at:

For the City:	For the Contractor:
Anna Vogel	Daniel Shafar
City of Vancouver	Jacobs Engineering Group Inc.
415 W 6th Street	2020 SW 4th Ave, 3rd Floor
P O Box 1995	Portland, OR 97201
Vancouver WA 98668-1995	Email: dan.shafar@jacobs.com
Email: anna.vogel@cityofvancouver.us	

Either Party may update its address for notice by giving written notice to the other Party.

29. **ASSIGNMENT.** Contractor shall not assign this Agreement without the express written consent of City. Any assignment in violation of this subsection is void. All terms of this Agreement are binding on any assignee.

30. **ORDER OF PRECEDENCE:** If there is a conflict between the terms of any document, the order of precedence is as follows: Amendments to this Agreement; this Agreement; City Purchase Orders; Contractor's responsive proposal to City's solicitation; and City's

solicitation. The Parties agree that terms included on any Purchase Order or other document provided by Contractor are not part of this Agreement.

31. **SURVIVAL**. Sections 15 - 35 will survive any termination of this Agreement.

32. **WAIVER**. A Party's waiver of any term of this Agreement must be in writing and signed by the Party waiving compliance.

33. **THIRD PARTY BENEFICIARIES**. There are no third-party beneficiaries under this Agreement.

34. **GOVERNING LAW**: This Agreement is governed by the laws of the State of Washington without regard to its conflicts of laws provisions. Venue for any action arising under this Agreement will be the state or federal courts for Clark County, Washington. The Parties waive any claim of inconvenient forum.

35. **SEVERABILITY**. If a court with jurisdiction over the matter determines any clause of this Agreement is unenforceable, it shall revise the clause to reflect the intent of the Parties as closely as possible. If revision is not possible, the Court shall strike the clause and the remainder of the Agreement will remain in full force and effect.

36. **AMENDMENTS:** Any amendments to this Agreement must be in writing and signed by all Parties to this Agreement.

37. **ENTIRE AGREEMENT**: This Agreement, together with any amendments, is the entire agreement between the Parties, and supersedes any other agreement or discussion between them, whether written or oral in nature.

38. **COUNTERPARTS**. This Agreement may be signed in counterparts. Each counterpart will be deemed an original and together the separate parts will form one Agreement.

City and Contractor enter the Agreement as of the Effective Date.

CITY OF VANCOUVER
A municipal corporation

Lon Pluckhahn, City Manager

Date

Attest:

Lisa Brandl, City Clerk

Approved as to form:

City Attorney's Office

CONTRACTOR:
Jacobs Engineering Group Inc.

Signature

Printed Name /Title

Date

EXHIBIT “A”:
Scope of Work

Contractor to provide on-call professional engineering services for the following categories, on an as-needed basis. The specific scope of services will be negotiated, as the need arises, during the development of specific task orders for work and will be based on the selected firm’s input as well as the City’s requirements.

Categories:

3. Water Storage, Transmission and Distribution System Design
4. SCADA, Control and Electrical System Planning, Design and Integration

3. Water Storage, Transmission and Distribution System Design

- Water Transmission/Distribution Main Projects
- Tank and Aeration Tower coating projects
- Analyze existing Tanks and Towers and provide recommendations for improvements and/or upgrades

4. SCADA, Control and Electrical System Planning, Design and Integration

- SCADA System Master Plan Update
- SCADA System Software upgrade support
- Cybersecurity Upgrades
- PLC replacement and programming
- Sodium hypochlorite system installation integration
- Emergency back-up power
- Operations center relocation SCADA support
- On-call support for system projects/failures
- Wonderware Updates

EXHIBIT “B”:
Fee Schedule

Category	2026 Maximum Rates
Professional	
Specialist/Expert	$323
Senior	$280
Career	$243
Associate	$233
Intermediate	$179
Entry	$151
Intern	$94
Technical/Designer	
Specialist	$221
Senior	$208
Intermediate/Career	$167
Entry	$137
Administrative Support	
Career/Senior	$123
Entry/Intermediate	$110
Globally Integrated Design (GID)	
Senior	$150
Mid-level	$140
Junior	$120
Office/Technical	$110

“Professional” classifications include project managers, engineers, architects, planners, scientists, project controls, and other similar professional consultants.

Jacobs labor will be billed at a 3.15 multiplier up to the maximum bill rate identified in the table above. Labor rates shall be adjusted annually on the contract anniversary date by the percentage increase in the Consumer Price Index (Seattle-Tacoma-Bellevue area), published by the U.S. Bureau of Labor Statistics, for the preceding 12-month period. This adjustment shall not exceed 4% annually.

Mileage will be billed at the prevailing IRS standard mileage rate, for trips greater than 25 miles roundtrip. Reimbursement excludes the employee's normal commute from home to their primary office.

Subconsultant, vendor services, laboratory, and reimbursable expenses including tolls, parking, equipment rental, and other direct project costs will be subject to a 10% markup.

CITY OF VANCOUVER
SERVICES AGREEMENT
No. C-102252
ON-CALL WATER ENGINEERING SERVICES

This Services Agreement (the “Agreement”), effective on the date last signed below (the “Effective Date”) is entered by the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington (the "City") and West Yost & Associates, Inc., a corporation entity organized under the laws of the State of California (the "Contractor"). The City and Contractor are collectively referred to as the “Parties” or individually as a “Party”.

RECITALS

A. The City desires to engage the Contractor to perform Services as described in this Agreement; and
B. The City advertised and issued a request for proposals, numbered 64-25 (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 $1,500,000.00 USD.

This payment shall be the maximum compensation for all Services including labor, materials, supplies, equipment, and incidentals necessary to complete the Services. And it shall not be exceeded without the City's prior written authorization in the form of a negotiated and executed amendment. Contractor agrees this compensation is adequate and sufficient for the timely provision of all Services under this Agreement.

City will limit compensation to the amount specified for each specific task and/or sub-task, unless amended in writing. Contractor shall complete the Services stated within the number of hours identified for each task, and/or sub-task, or for the lump sum amount associated with a task. If compensation is made on an hourly basis and the Services requires fewer hours than those estimated, the Contractor will be paid for the actual worked hours necessary to complete that task and/or sub-task. If Contractor underestimated the number of hours required to perform the Services, Contractor shall be paid up to the maximum number of hours stated for the task and/or sub-task. Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time the task and/or subtask is initiated, or for changes to the scope of services requested by City. All Deliverables (as defined in Section 8) must be acceptable to City in its sole discretion.

City will reimburse Contractor for the following travel expenses identified in its proposal upon submission of receipts to City: airfare, mileage at the approved IRS rate and lodging at the U.S. General Services Administration rates. For the avoidance of doubt, City will not reimburse Contractor wages incurred during travel time.

3. **PAYMENT FOR CONTRACTOR SERVICES**: The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, from the previous month. Invoices must be submitted to the Project Manager, Mehrin Selimgir, by email to mehrin.selimgir@cityofvancouver.us and accpay@cityofvancouver.us or by mail to City of Vancouver, Mehrin Selimgir, 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 April 30, 2031. The total term shall not exceed five years.

5. **CITY DATA; DATA SECURITY**

5.1 City Data. Contractor may obtain and process City Data in connection with the Services. "City Data" means the data City provides to Contractor in connection with the receipt of the Services and any data generated by Contractor in connection with providing the Services to City. City owns all City Data. City licenses City Data to Contractor solely for the purposes of providing the Services to City or improving the Services for City. Contractor shall not use City Data for any other purpose, including as artificial intelligence training data. Contractor acknowledges that compliance with Applicable Laws under Section 17 of the Agreement includes compliance with all applicable federal, state, and local data protection laws in its provision of the Services.

5.2 Data Security. If Contractor maintains City Data on Contractor systems it will comply with the following data security requirements.

5.2.1 Security Practices. Contractor shall develop, implement, and maintain appropriate administrative, physical, and technical safeguards that are designed to ensure the confidentiality, integrity and availability of City Data. Contractor will enact safeguards that are compliant with industry best practices for the specific City Data obtained by Contractor in connection with the Services.

5.2.2 Location of City Data. Contractor shall maintain City Data solely in data centers located in the United States.

5.2.3 Security Breaches. A "Security Breach" is any suspected or actual unauthorized access to or use of City Data in Contractor's possession.

a. Notice. Contractor will notify City within 24 hours of any Security Breach. Notice will include details regarding the Security Breach including impacted parties, specific data, and mitigation. Contractor will call 360.487.8888 (if after hours, follow prompt to connect to on-call personnel); email City with a read receipt to help.desk@cityofvancouver.us; and email to the City personnel contact for the Agreement.
b. Coordination. Immediately after Contractor provides notification of a Security Breach the Parties will begin working together to contain, mitigate, investigate, respond to and remediate the Security Breach. Contractor will cooperate with all City requests in relation to the Security Breach in compliance with Applicable Law.
c. Root Cause Analysis. As soon as possible following the Security Breach, Contractor will complete a root cause analysis and will provide a plan to City for remediation and prevention.
d. Third-Party Notice. Contractor will work together with City to ensure compliance with RCW 19.255.010 if necessary and will make no statement or send notice to any third party regarding the Security Breach without City's prior written consent.
e. Costs. In addition to its indemnification obligations, Contractor will reimburse City for all costs City incurs associated with any Security Breach, including forensic investigation, costs of providing notice to impacted parties, call centers and credit monitoring as applicable. Contractor will pay or reimburse City for all regulatory fines and other legal costs the City incurs associated with the Security Breach.

6. **DELIVERABLES - INTELLECTUAL PROPERTY** Contractor may create documents or other work product in connection with providing the Services ("Deliverables"). Contractor assigns and will assign to City all right, title, and interest in and to any Deliverables it creates in connection with providing the Services. Contractor may retain a copy of any Deliverable for its internal business purposes. Contractor's know-how, methodologies and processes are Contractor intellectual property. Contractor grants City a perpetual, irrevocable, royalty-free, worldwide license to use all Contractor intellectual property in connection with the Deliverables for any City purpose.

7. **AUDIT RIGHTS:** Contractor shall maintain records of all matters related to this Agreement in accordance with generally accepted accounting principles.

Contractor shall provide the records to City or any other governmental agency with jurisdiction for audit, at such reasonable times and places as City designates.

8. PUBLIC DISCLOSURE COMPLIANCE: Records relating to Agreement are subject to the following:

8.1 Confidential Information. Any record of City business, including this Agreement, related records, and City Data, is a public record under the Washington Public Records Act, codified at chapter 42.56 RCW ("PRA"). City may be required to disclose this Agreement or related records, including records in Contractor's possession, pursuant to a public disclosure request. City will provide third-party notice to Contractor before disclosing records. Public records may be subject to exemptions from disclosure under the PRA. City agrees to withhold its release of the requested records in dispute for a reasonable amount of time (approximately 10 days) to allow Contractor an opportunity to seek judicial protection pursuant to RCW 42.56.540 as adopted or amended.

8.2 Public Disclosure Compliance. City will comply with the PRA in its receipt of and response to any public disclosure request for responsive records related to this Agreement, subject to applicable exemptions. Under RCW 42.56.060, City will have no liability to Contractor for disclosure of Contractor information acting in good faith pursuant to its obligations under the PRA.

8.3 Subpoenas. If either Party receives a subpoena requiring the disclosure of the other Party's information, that Party will notify the other party and provide a reasonable time for the affected party to obtain a protective order prior to disclosing information. If a Party is prohibited by a court with jurisdiction over the matter from disclosing the subpoena, that Party will provide only the specific information required to be released under the subpoena on the advice of counsel.

8.4 City Data Confidentiality. Notwithstanding Section 8.1-3, Contractor will maintain the confidentiality of all City Data in its possession in conformance with Section 8.

9. STANDARD OF CARE: Contractor shall exercise the degree of skill and diligence normally employed by consultants in the same industry, performing the same or similar services. Contractor will re-perform any Services that breach this provision at no cost to City.

10. DISPUTE RESOLUTION: City and Contractor agree to negotiate in good faith for a period of 30 days from the date of notice of all disputes between them prior to exercising their rights under this Agreement or under law. All disputes between City and Contractor not resolved by negotiation between the Parties may be mediated only by mutual agreement of both Parties. If not mutually agreed to resolve the

claim by mediation, the claim will be resolved by legal action. The Parties agree that if litigation is necessary to enforce any of the provisions of this Agreement, each party shall pay all of their own attorney fees and costs related to the litigation.

11. **TERMINATION FOR CONVENIENCE**: City may terminate this Agreement at any time for convenience. City will pay Contractor for all Services completed up to the date of termination for convenience. A decision by City to terminate for convenience does not waive any legal rights City has to enforce the Agreement.

12. **TERMINATION FOR MATERIAL BREACH:** If Contractor materially breaches by failing to perform any of the obligations of the Agreement, including violating any law, regulation, rule, or ordinance applicable to this Agreement, or becomes insolvent or declares bankruptcy, or makes an assignment for the benefit of creditors, Contractor shall not be entitled to receive any further payments under the Agreement until the Services are completed to City's satisfaction. City may provide Contractor a cure period in its sole discretion or may terminate the Agreement and, at City's option, obtain performance of the Services elsewhere.

13. **INDEMNIFICATION:** Contractor shall indemnify, defend, and hold harmless City and its officers, councilmembers, commissioners, employees, volunteers, and agents, from any claim, liability, loss, cost, expense, suit, and damages, including attorney's fees and consulting fees relating to (a) a third party claim for intellectual property infringement relating to the Contractor's Services or the Deliverables; (b) Contractor's negligence or willful misconduct; (c) Contractor's material breach of the Agreement; (d) Contractor's non-compliance with applicable law; (e) a third-party Washington Public Records Act claim involving Contractor information; and (f) Contractor's court action to enjoin release of Contractor information under the Washington Public Records Act.

    City will promptly notify Contractor of a claim under this Section 13 and will provide reasonable cooperation to Contractor in the defense of the claim. Contractor will have control over defense and settlement of the claim, except that Contractor will not enter any settlement or related agreement without City's prior written consent. Notwithstanding the preceding sentence, City may participate in the defense or settlement of any claim with counsel of its own choosing.

    Solely for negligence indemnification claims under (b) above, if Contractor is providing architectural, landscape architectural, engineering, or land surveying services as the Services under this Agreement, and Contractor and City are

concurrently negligent, then Contractor will be required to indemnify City only to the extent of Contractor's negligence and will have no obligation to indemnify City for City's sole negligence, pursuant to RCW 4.24.115.

If Contractor or Contractor's employee is a licensed architect, professional engineer, land surveyor, or landscape architect and the Services are related to a construction project, Contractor expressly waives its industrial insurance immunity under the Washington Industrial Insurance Act Title 51 RCW. Contractor acknowledges this waiver has been mutually negotiated and the Parties desire to incorporate this waiver pursuant to RCW 4.24.115(1)(b).

14. INSURANCE: Contractor shall maintain liability insurance for all claims for damages to the City, persons or property that arise from Contractor's performance during the Term of this Agreement.

Contractor shall maintain the following insurance coverage.

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	$1,000,000
General Aggregate Per Occurrence	$2,000,000
Products & Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Blanket Contractual Liability	$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles arising from the performance of this Agreement.	
Combined Single Limit	$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
Employer's Liability	$1,000,000
Disease Each Employee	$1,000,000
Disease Policy Limit	$1,000,000
Each Claim	$1,000,000
Annual Aggregate	$1,000,000
IV. Umbrella Liability	
	$5,000,000
V. Professional Liability	

Policy shall include coverage for all claims for damages to person or property arising from the performance of this Agreement.	$1,000,000

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

a. Compliance with other Insurance Policies - Contractor will remain compliant with all other insurance obligations it may have pursuant to its personnel or applicable law.

b. Coverage Trigger - Contractor's insurance must be on an "occurrence" basis rather than claims made. This type of coverage must be indicated on the Certificate of Insurance.

c. Additional Insured Requirement - The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as additional insureds where permissible under applicable law. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.

d. Certificates - The City of Vancouver shall be listed on the Certificate of Insurance as the Certificate Holder. Contractor will provide the Certificate of Insurance to City upon request on an ACORD or comparable form.

All policies shall be issued by an insurance company authorized to do business as an insurance company in the State of Washington.

15. **RELATIONSHIP OF THE PARTIES**. The relationship of the Parties under this Agreement is that of independent contractors. Contractor is solely responsible for the manner, method, and means of providing the Services. Contractor and its employees are not City employees and will not be entitled to or receive any benefits under this Agreement. Contractor will pay all Contractor personnel and pay all taxes, contributions, and benefits that may be required related to its personnel. Neither Party may bind the other except as expressly stated in this Agreement.

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subcontractors' compliance with this Agreement and will pass through the terms of this Agreement to all subcontractors.

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18. **E-VERIFY:** Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within 60 days of executing this Agreement. Contractor shall ensure all Contractor employees and any subcontractors assigned to perform Services under this Agreement are eligible to work in the United States. Contractor shall provide compliance verification upon City's request.

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21. **ANTI-KICKBACK**. City officers and employees shall not have or acquire an interest in the Agreement or solicit, accept, or give any item of value from a person or entity with an interest in this Agreement.

22. **PERMITS, LICENSES, AND CERTIFICATIONS**. Contractor is solely responsible for any license, permit or certificate that may be required by any federal, state or local law in connection with the performance of Contractor's obligations under this

Agreement, including any business license. Contractor may contact the State of Washington Business License Service (BLS) at: 800-451-7985, www.bls.dor.wa.gov/cities/vancouver.aspx or visit the City's website found at www.cityofvancouver.us/businesslicense for assistance with the determination.

23. **COOPERATIVE PURCHASING:** The Washington State Interlocal Cooperation Act, chapter 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By executing this Agreement, Contractor agrees that other public agencies may purchase goods and services under this Agreement at their own cost. City will have no liability or obligation related to Contractor related to that separate agency agreement. Therefore, City agrees to allow other public agencies to purchase services under this Agreement so long as City is not held financially or legally liable for any separate agency services received pursuant to the Agreement, and that any public agency purchasing under this Agreement file a copy of it in accordance with RCW 39.34.040.

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25. **CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT:** Supplier must agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

26. **BYRD ANTI-LOBBYING AMENDMENT:** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Suppliers that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

27. **PROCUREMENT OF RECOVERED MATERIALS**: Supplier must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

28. **NOTICES:** All notices will be hand delivered, certified mail, or sent by electronic mail if agreed by the Parties. Notice will be effective when received if hand delivered, on the delivery date if certified mail, or when an email is sent. Notice must be addressed to the Parties at:

For the City:	For the Contractor:
Anna Vogel	Corie Moolenkamp
City of Vancouver	West Yost & Associates, Inc.
415 W 6th Street	5 Centerpointe Drive, Suite 130
P O Box 1995	Lake Oswego, OR 97035
Vancouver WA 98668-1995	Email: cmoolenkamp@westyost.com
Email: anna.vogel@cityofvancouver.us	

Either Party may update its address for notice by giving written notice to the other Party.

29. **ASSIGNMENT.** Contractor shall not assign this Agreement without the express written consent of City. Any assignment in violation of this subsection is void. All terms of this Agreement are binding on any assignee.

30. **ORDER OF PRECEDENCE:** If there is a conflict between the terms of any document, the order of precedence is as follows: Amendments to this Agreement; this Agreement; City Purchase Orders; Contractor's responsive proposal to City's solicitation; and City's solicitation. The Parties agree that terms included on any Purchase Order or other document provided by Contractor are not part of this Agreement.

31. **SURVIVAL**. Sections 15 - 35 will survive any termination of this Agreement.

32. **WAIVER**. A Party's waiver of any term of this Agreement must be in writing and signed by the Party waiving compliance.

33. **THIRD PARTY BENEFICIARIES**. There are no third-party beneficiaries under this Agreement.

34. **GOVERNING LAW**: This Agreement is governed by the laws of the State of Washington without regard to its conflicts of laws provisions. Venue for any action arising under this Agreement will be the state or federal courts for Clark County, Washington. The Parties waive any claim of inconvenient forum.

35. **SEVERABILITY**. If a court with jurisdiction over the matter determines any clause of this Agreement is unenforceable, it shall revise the clause to reflect the intent of the Parties as closely as possible. If revision is not possible, the Court shall strike the clause and the remainder of the Agreement will remain in full force and effect.

36. **AMENDMENTS:** Any amendments to this Agreement must be in writing and signed by all Parties to this Agreement.

37. **ENTIRE AGREEMENT**: This Agreement, together with any amendments, is the entire agreement between the Parties, and supersedes any other agreement or discussion between them, whether written or oral in nature.

38. **COUNTERPARTS**. This Agreement may be signed in counterparts. Each counterpart will be deemed an original and together the separate parts will form one Agreement.

City and Contractor enter the Agreement as of the Effective Date.

CITY OF VANCOUVER
A municipal corporation

Lon Pluckhahn, City Manager

Date

Attest:

Lisa Brandl, City Clerk

Approved as to form:

City Attorney's Office

CONTRACTOR:
West Yost & Associates, Inc.

Signature

Printed Name /Title

Date

EXHIBIT “A”:
Scope of Work

Contractor to provide on-call professional engineering services for the following categories, on an as-needed basis. The specific scope of services will be negotiated, as the need arises, during the development of specific task orders for work and will be based on the selected firm’s input as well as the City’s requirements.

Categories:

1. Planning and Modelling
3. Water Storage, Transmission and Distribution System Design

1. Planning and Modelling

- Water Shortage Response Plan Development
- Emergency Response Planning
- Water Use Efficiency and Conservation Planning
- Water System Hydraulic Modelling

3. Water Storage, Transmission and Distribution System Design

- Water Transmission/Distribution Main Projects
- Tank and Aeration Tower coating projects
- Analyze existing Tanks and Towers and provide recommendations for improvements and/or upgrades

WEST YOST
Water. Engineered.

2026 Billing Rate Schedule

(Effective January 1, 2026, through December 31, 2026)*

POSITIONS	LABOR CHARGES (DOLLARS PER HOUR)
ENGINEERING	
Principal/Vice President	$392
Engineer/Scientist/Geologist Manager I / II	$370 / $387
Principal Engineer/Scientist/Geologist I / II	$333 / $355
Senior Engineer/Scientist/Geologist I / II	$297 / $312
Associate Engineer/Scientist/Geologist I / II	$246 / $265
Engineer/Scientist/Geologist I / II / III	$191 / $221 / $231
Engineering Aide	$117
Field Monitoring Services	$145
Administrative I / II / III / IV	$107 / $133 / $160 / $176
ENGINEERING TECHNOLOGY	
Engineering Tech Manager I / II	$384 / $387
Principal Tech Specialist I / II	$353 / $365
Senior Tech Specialist I / II	$320 / $334
Senior GIS Analyst	$292
GIS Analyst	$277
Technical Specialist I / II / III / IV	$206 / $231 / $261 / $291
Technical Analyst I / II	$148 / $176
Technical Analyst Intern	$119
Cross-Connection Control Specialist I / II / III / IV	$154 / $167 / $188 / $208
CAD Manager	$233
CAD Designer I / II	$181 / $204
CONSTRUCTION MANAGEMENT	
Senior Construction Manager	$373
Construction Manager I / II / III / IV	$222 / $237 / $251 / $318
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	$200 / $222 / $247 / $256
Apprentice Inspector	$181
CM Administrative I / II	$96 / $130
Field Services	$256

- Hourly rates include charges for technology and communication, such as general and CAD computer software, telephone calls, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses.
- Outside services, such as vendor reproductions, prints, and shipping; major West Yost reproduction efforts; as well as engineering supplies, etc., will be billed at the actual cost plus 15%.
- The Federal Mileage Rate will be used for mileage charges and will be based on the Federal Mileage Rate applicable to when the mileage costs were incurred. Travel other than mileage will be billed at cost.
- Subconsultants will be billed at actual cost plus 10%.
- Expert witness services, research, technical review, analysis, preparation, and meetings will be billed at 150% of standard hourly rates. Expert witness testimony and depositions will be billed at 200% of standard hourly rates.
- A finance charge of 1.5% per month (an annual rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

* This schedule may be updated annually prior to contract anniversary

2026 Billing Rate Schedule

(Effective January 1, 2026, through December 31, 2026)*

Equipment Charges

EQUIPMENT	BILLING RATES
2" Purge Pump & Control Box	$300 / day
Aquacalc / Pygmy or AA Flow Meter	$28 / day
Emergency SCADA System	$35 / day
Field Vehicles (Groundwater)	$200 / day
Gas Detector	$80 / day
Generator	$60 / day
Hydrant Pressure Gauge	$10 / day
Hydrant Pressure Recorder, Impulse (Transient)	$55 / day
Hydrant Pressure Recorder, Standard	$40 / day
Low Flow Pump Back Pack	$135 / day
Low Flow Pump Controller	$200 / day
Powers Water Level Meter	$32 / day
Precision Water Level Meter 300ft	$30 / day
Precision Water Level Meter 500ft	$40 / day
Precision Water Level Meter 700ft	$45 / day
QED Sample Pro Bladder Pump	$65 / day
Skydio 2+ Drone (2 hour minimum)	$100 / hour
Storage Tank	$20 / day
Sump Pump	$24 / day
Transducer Communications Cable	$10 / day
Transducer Components (per installation)	$23 / day
Trimble GPS – Geo 7x	$220 / day
Tube Length Counter	$22 / day
Turbidity Meter	$30 / day
Turbidity Meter (2100Q Portable)	$35 / day
Vehicle (Construction Management)	$18.75 / hour
Water Flow Probe Meter	$20 / day
Water Quality Meter	$50 / day
Water Quality Multimeter	$185 / day
Well Sounder	$30 / day

* This schedule may be updated annually prior to contract anniversary

CITY OF VANCOUVER
SERVICES AGREEMENT
No. C-102253
ON-CALL WATER ENGINEERING SERVICES

This Services Agreement (the “Agreement”), effective on the date last signed below (the “Effective Date”) is entered by the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington (the "City") and RH2 Engineering, Inc., a corporation entity organized under the laws of the State of Washington (the "Contractor"). The City and Contractor are collectively referred to as the “Parties” or individually as a “Party”.

RECITALS

A. The City desires to engage the Contractor to perform Services as described in this Agreement; and
B. The City advertised and issued a request for proposals, numbered 64-25 (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 $750,000.00 USD.

This payment shall be the maximum compensation for all Services including labor, materials, supplies, equipment, and incidentals necessary to complete the Services. And it shall not be exceeded without the City's prior written authorization in the form of a negotiated and executed amendment. Contractor agrees this compensation is adequate and sufficient for the timely provision of all Services under this Agreement.

City will limit compensation to the amount specified for each specific task and/or sub-task, unless amended in writing. Contractor shall complete the Services stated within the number of hours identified for each task, and/or sub-task, or for the lump sum amount associated with a task. If compensation is made on an hourly basis and the Services requires fewer hours than those estimated, the Contractor will be paid for the actual worked hours necessary to complete that task and/or sub-task. If Contractor underestimated the number of hours required to perform the Services, Contractor shall be paid up to the maximum number of hours stated for the task and/or sub-task. Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time the task and/or subtask is initiated, or for changes to the scope of services requested by City. All Deliverables (as defined in Section 8) must be acceptable to City in its sole discretion.

City will reimburse Contractor for the following pre-approved travel expenses 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, Mehrin Selimgir, by email to mehrin.selimgir@cityofvancouver.us and accpay@cityofvancouver.us or by mail to City of Vancouver, Mehrin Selimgir, 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 April 30, 2031. The total term shall not exceed five years.

5. **CITY DATA; DATA SECURITY**

5.1 City Data. Contractor may obtain and process City Data in connection with the Services. "City Data" means the data City provides to Contractor in connection with the receipt of the Services and any data generated by Contractor in connection with providing the Services to City. City owns all City Data. City licenses City Data to Contractor solely for the purposes of providing the Services to City or improving the Services for City. Contractor shall not use City Data for any other purpose, including as artificial intelligence training data. Contractor acknowledges that compliance with Applicable Laws under Section 17 of the Agreement includes compliance with all applicable federal, state, and local data protection laws in its provision of the Services.

5.2 Data Security. If Contractor maintains City Data on Contractor systems it will comply with the following data security requirements.

5.2.1 Security Practices. Contractor shall develop, implement, and maintain appropriate administrative, physical, and technical safeguards that are designed to ensure the confidentiality, integrity and availability of City Data. Contractor will enact safeguards that are compliant with industry best practices for the specific City Data obtained by Contractor in connection with the Services.

5.2.2 Location of City Data. Contractor shall maintain City Data solely in data centers located in the United States.

5.2.3 Security Breaches. A "Security Breach" is any suspected or actual unauthorized access to or use of City Data in Contractor's possession.

a. Notice. Contractor will notify City within 24 hours of any Security Breach. Notice will include details regarding the Security Breach including impacted parties, specific data, and mitigation. Contractor will call 360.487.8888 (if after hours, follow prompt to connect to on-call personnel); email City with a read receipt to help.desk@cityofvancouver.us; and email to the City personnel contact for the Agreement.
b. Coordination. Immediately after Contractor provides notification of a Security Breach the Parties will begin working together to contain, mitigate, investigate, respond to and remediate the Security Breach. Contractor will cooperate with all City requests in relation to the Security Breach in compliance with Applicable Law.
c. Root Cause Analysis. As soon as possible following the Security Breach, Contractor will complete a root cause analysis and will provide a plan to City for remediation and prevention.
d. Third-Party Notice. Contractor will work together with City to ensure compliance with RCW 19.255.010 if necessary and will make no statement or send notice to any third party regarding the Security Breach without City's prior written consent.
e. Costs. In addition to its indemnification obligations, Contractor will reimburse City for all costs City incurs associated with any Security Breach, including forensic investigation, costs of providing notice to impacted parties, call centers and credit monitoring as applicable. Contractor will pay or reimburse City for all regulatory fines and other legal costs the City incurs associated with the Security Breach.

6. **DELIVERABLES - INTELLECTUAL PROPERTY** Contractor may create documents or other work product in connection with providing the Services ("Deliverables"). Contractor assigns and will assign to City all right, title, and interest in and to any Deliverables it creates in connection with providing the Services. Contractor may retain a copy of any Deliverable for its internal business purposes. Contractor's know-how, methodologies and processes are Contractor intellectual property. Contractor grants City a perpetual, irrevocable, royalty-free, worldwide license to use all Contractor intellectual property in connection with the Deliverables for any City purpose. Modification or reuse of any Deliverables without authorization of the Contractor and other than as intended by this Agreement, shall be without liability to the Contractor.

7. **AUDIT RIGHTS:** Contractor shall maintain records of all matters related to this Agreement in accordance with generally accepted accounting principles. Contractor shall provide the records to City or any other governmental agency with jurisdiction for audit, at such reasonable times and places as City designates.

8. **PUBLIC DISCLOSURE COMPLIANCE:** Records relating to Agreement are subject to the following:

8.1 Confidential Information. Any record of City business, including this Agreement, related records, and City Data, is a public record under the Washington Public Records Act, codified at chapter 42.56 RCW ("PRA"). City may be required to disclose this Agreement or related records, including records in Contractor's possession, pursuant to a public disclosure request. City will provide third-party notice to Contractor before disclosing records. Public records may be subject to exemptions from disclosure under the PRA. City agrees to withhold its release of the requested records in dispute for a reasonable amount of time (approximately 10 days) to allow Contractor an opportunity to seek judicial protection pursuant to RCW 42.56.540 as adopted or amended.

8.2 Public Disclosure Compliance. City will comply with the PRA in its receipt of and response to any public disclosure request for responsive records related to this Agreement, subject to applicable exemptions. Under RCW 42.56.060, City will have no liability to Contractor for disclosure of Contractor information acting in good faith pursuant to its obligations under the PRA.

8.3 Subpoenas. If either Party receives a subpoena requiring the disclosure of the other Party's information, that Party will notify the other party and provide a reasonable time for the affected party to obtain a protective order prior to disclosing information. If a Party is prohibited by a court with jurisdiction over the matter from disclosing the subpoena, that Party will provide only the specific information required to be released under the subpoena on the advice of counsel.

8.4 City Data Confidentiality. Notwithstanding Section 8.1-3, Contractor will maintain the confidentiality of all City Data in its possession in conformance with Section 8.

9. **STANDARD OF CARE**: Contractor shall exercise the degree of skill and diligence normally employed by consultants in the same industry, performing the same or similar services. Contractor will re-perform any Services that breach this provision at no cost to City.

10. **DISPUTE RESOLUTION**: City and Contractor agree to negotiate in good faith for a period of 30 days from the date of notice of all disputes between them prior to exercising their rights under this Agreement or under law. All disputes between City

and Contractor not resolved by negotiation between the Parties may be mediated only by mutual agreement of both Parties. If not mutually agreed to resolve the claim by mediation, the claim will be resolved by legal action. The Parties agree that if litigation is necessary to enforce any of the provisions of this Agreement, each party shall pay all of their own attorney fees and costs related to the litigation.

11. **TERMINATION FOR CONVENIENCE**: City may terminate this Agreement at any time for convenience. City will pay Contractor for all Services completed up to the date of termination for convenience. A decision by City to terminate for convenience does not waive any legal rights City has to enforce the Agreement.

12. **TERMINATION FOR MATERIAL BREACH:** If Contractor materially breaches by failing to perform any of the obligations of the Agreement, including violating any law, regulation, rule, or ordinance applicable to this Agreement, or becomes insolvent or declares bankruptcy, or makes an assignment for the benefit of creditors, Contractor shall not be entitled to receive any further payments under the Agreement until the Services are completed to City's satisfaction. City may provide Contractor a cure period in its sole discretion or may terminate the Agreement and, at City's option, obtain performance of the Services elsewhere.

13. **INDEMNIFICATION:** Contractor shall indemnify, defend, and hold harmless City and its officers, councilmembers, commissioners, employees, volunteers, and agents, from any claim, liability, loss, cost, expense, suit, and damages, including attorney's fees and consulting fees relating to (a) a third party claim for intellectual property infringement relating to the Contractor's Services or the Deliverables; (b) Contractor's negligence or willful misconduct; (c) Contractor's material breach of the Agreement; (d) Contractor's non-compliance with applicable law; (e) a third-party Washington Public Records Act claim involving Contractor information; and (f) Contractor's court action to enjoin release of Contractor information under the Washington Public Records Act.

    City will promptly notify Contractor of a claim under this Section 13 and will provide reasonable cooperation to Contractor in the defense of the claim. Contractor will have control over defense and settlement of the claim, except that Contractor will not enter any settlement or related agreement without City's prior written consent. Notwithstanding the preceding sentence, City may participate in the defense or settlement of any claim with counsel of its own choosing.

Solely for negligence indemnification claims under (b) above, if Contractor is providing architectural, landscape architectural, engineering, or land surveying services as the Services under this Agreement, and Contractor and City are concurrently negligent, then Contractor will be required to indemnify and defend City only to the extent of Contractor's negligence and will have no obligation to indemnify and defend City for City's sole negligence, pursuant to RCW 4.24.115.

If Contractor or Contractor's employee is a licensed architect, professional engineer, land surveyor, or landscape architect and the Services are related to a construction project, Contractor expressly waives its industrial insurance immunity under the Washington Industrial Insurance Act Title 51 RCW. Contractor acknowledges this waiver has been mutually negotiated and the Parties desire to incorporate this waiver pursuant to RCW 4.24.115(1)(b).

14. INSURANCE: Contractor shall maintain liability insurance for all claims for damages to the City, persons or property that arise from Contractor's performance during the Term of this Agreement.

Contractor shall maintain the following insurance coverage.

COVERAGE	**LIMITS OF LIABILITY**
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	$1,000,000
General Aggregate Per Occurrence	$2,000,000
Products & Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Blanket Contractual Liability	$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles arising from the performance of this Agreement.	
Combined Single Limit	$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
Employer's Liability	$1,000,000
Disease Each Employee	$1,000,000
Disease Policy Limit	$1,000,000
Each Claim	$1,000,000

Annual Aggregate	$1,000,000
IV. Umbrella Liability	
	$2,000,000
V. Professional Liability	
Policy shall include coverage for all claims for damages to person or property arising from the performance of this Agreement.	$1,000,000

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

a. Compliance with other Insurance Policies - Contractor will remain compliant with all other insurance obligations it may have pursuant to its personnel or applicable law.

b. Coverage Trigger - Contractor's General and Auto Liability insurance must be on an "occurrence" basis rather than claims made. This type of coverage must be indicated on the Certificate of Insurance. Claims made polices will be accepted for professional liability coverage only.

c. Additional Insured Requirement - The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as additional insureds where permissible under applicable law. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.

d. Certificates - The City of Vancouver shall be listed on the Certificate of Insurance as the Certificate Holder. Contractor will provide the Certificate of Insurance to City upon request on an ACORD or comparable form.

All policies shall be issued by an insurance company authorized to do business as an insurance company in the State of Washington.

15. **RELATIONSHIP OF THE PARTIES**. The relationship of the Parties under this Agreement is that of independent contractors. Contractor is solely responsible for the manner, method, and means of providing the Services. Contractor and its employees are not City employees and will not be entitled to or receive any benefits under this Agreement. Contractor will pay all Contractor personnel and pay all

taxes, contributions, and benefits that may be required related to its personnel. Neither Party may bind the other except as expressly stated in this Agreement.

16. **SUBCONTRACTING***:* Contractor may subcontract for Services with City's prior written approval in its sole discretion. Contractor is solely responsible for its subcontractors' compliance with this Agreement and will pass through the terms of this Agreement to all subcontractors.

17. **COMPLIANCE WITH APPLICABLE LAW:** Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations ("Applicable Laws"). Contractor shall modify the Services as necessary to comply with Applicable Laws.

18. **E-VERIFY:** Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within 60 days of executing this Agreement. Contractor shall ensure all Contractor employees and any subcontractors assigned to perform Services under this Agreement are eligible to work in the United States. Contractor shall provide compliance verification upon City's request.

19. **TITLE VI COMPLIANCE**: Depending on the Services Contractor provides, the City may use federal funds to compensate Contractor. If federal funds are used. the City, Contractor, and any approved subcontractor must comply with the provisions of Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) (CRA) and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28 (1988) (CRRA). Contractor must confirm with City whether Title VI is applicable under this Agreement.

20. **EQUAL EMPLOYMENT OPPORTUNITY**: The City is an equal opportunity employer. Contractor shall not discriminate against any of its employees or applicants for employment on the basis of race, color, creed, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, citizenship or immigration status, age (40 or older), the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, genetic information, honorably discharged veteran or military status, or any other class protected by federal, state, or local employment discrimination laws.

21. **ANTI-KICKBACK**. City officers and employees shall not have or acquire an interest in the Agreement or solicit, accept, or give any item of value from a person or entity with an interest in this Agreement.

22. **PERMITS, LICENSES, AND CERTIFICATIONS**. Contractor is solely responsible for any license, permit or certificate that may be required by any federal, state or local law in connection with the performance of Contractor's obligations under this Agreement, including any business license. Contractor may contact the State of Washington Business License Service (BLS) at: 800-451-7985, www.bls.dor.wa.gov/cities/vancouver.aspx or visit the City's website found at www.cityofvancouver.us/businesslicense for assistance with the determination.

23. **COOPERATIVE PURCHASING:** The Washington State Interlocal Cooperation Act, chapter 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By executing this Agreement, Contractor agrees that other public agencies may purchase goods and services under this Agreement at their own cost. City will have no liability or obligation related to Contractor related to that separate agency agreement. Therefore, City agrees to allow other public agencies to purchase services under this Agreement so long as City is not held financially or legally liable for any separate agency services received pursuant to the Agreement, and that any public agency purchasing under this Agreement file a copy of it in accordance with RCW 39.34.040.

24. **DEBARMENT**: Contractor certifies that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal, state or local department or agency.

25. **CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT:** Supplier must agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

26. **BYRD ANTI-LOBBYING AMENDMENT:** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Suppliers that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a

member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

27. **PROCUREMENT OF RECOVERED MATERIALS**: Supplier must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

28. **NOTICES:** All notices will be hand delivered, certified mail, or sent by electronic mail if agreed by the Parties. Notice will be effective when received if hand delivered, on the delivery date if certified mail, or when an email is sent. Notice must be addressed to the Parties at:

For the City:	For the Contractor:
Anna Vogel	Kyle Pettibone
City of Vancouver	RH2 Engineering, Inc.
415 W 6th Street	2 Centerpointe Drive, Suite 325
P O Box 1995	Lake Oswego, OR 97035
Vancouver WA 98668-1995	Email: kpettibone@rh2.com
Email: anna.vogel@cityofvancouver.us	

Either Party may update its address for notice by giving written notice to the other Party.

29. **ASSIGNMENT.** Contractor shall not assign this Agreement without the express written consent of City. Any assignment in violation of this subsection is void. All terms of this Agreement are binding on any assignee.

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CITY OF VANCOUVER
A municipal corporation

Lon Pluckhahn, City Manager

Date

Attest:

Lisa Brandl, City Clerk

Approved as to form:

City Attorney's Office

CONTRACTOR:
RH2 Engineering, Inc.

Signature

Printed Name /Title

Date

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Scope of Work

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Categories:

2. Water Production and Treatment System Design

2. Water Production and Treatment System Design

- Water Station Conversion from Gas Chlorination to Sodium Hypochlorite Generation (Contract currently in place with TMG Services for equipment purchase)
- Production and treatment related work

EXHIBIT C
RH2 ENGINEERING, INC.
2026 SCHEDULE OF RATES AND CHARGES
CITY OF VANCOUVER
ON-CALL WATER SYSTEM PLANNING AND DESIGN SERVICES

RATE LIST	RATE	UNIT
Professional I	$187	$/hr
Professional II	$207	$/hr
Professional III	$231	$/hr
Professional IV	$253	$/hr
Professional V	$270	$/hr
Professional VI	$290	$/hr
Professional VII	$315	$/hr
Professional VIII	$343	$/hr
Professional IX	$346	$/hr
Technician I	$148	$/hr
Technician II	$161	$/hr
Technician III	$183	$/hr
Technician IV	$196	$/hr
Technician V	$215	$/hr
Technician VI	$234	$/hr
Technician VII	$254	$/hr
Technician VIII	$267	$/hr
Administrative I	$97	$/hr
Administrative II	$112	$/hr
Administrative III	$136	$/hr
Administrative IV	$161	$/hr
Administrative V	$182	$/hr
CAD/GIS System	$27.50	$/hr
CAD Plots - Half Size	$2.50	price per plot
CAD Plots - Full Size	$10.00	price per plot
CAD Plots - Large	$25.00	price per plot
Copies (bw) 8.5" X 11"	$0.09	price per copy
Copies (bw) 8.5" X 14"	$0.14	price per copy
Copies (bw) 11" X 17"	$0.20	price per copy
Copies (color) 8.5" X 11"	$0.90	price per copy
Copies (color) 8.5" X 14"	$1.20	price per copy
Copies (color) 11" X 17"	$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Night Work	10.00%	% of Direct Labor
Mileage	$0.7250	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	

Rates listed are adjusted annually.

CITY OF VANCOUVER
SERVICES AGREEMENT
No. C-102254
ON-CALL WATER ENGINEERING SERVICES

This Services Agreement (the “Agreement”), effective on the date last signed below (the “Effective Date”) is entered by the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington (the "City") and HDR Engineering, Inc., a corporation entity organized under the laws of the State of Nebraska (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 64-25 (the “Solicitation”) and after evaluation of the Contractor’s responsive proposal, found the Contractor capable of performing the required Services.

AGREEMENT

In consideration of the terms and conditions in this Agreement, the Parties agree as follows:

1. **SCOPE OF SERVICES:** The Contractor agrees to provide the City with all services and materials provided in the Scope of Services, attached as Exhibit "A", and in the City’s Solicitation, if any, and the Contractor’s responsive proposal to the City’s Solicitation, if any (the “Services”). Contractor shall obtain City Project Manager’s written approval prior to starting the Services.

2. **COMPENSATION:** Payment to the Contractor for the Services described in this Agreement shall not exceed $2,250,000.00 USD.

This payment shall be the maximum compensation for all Services including labor, materials, supplies, equipment, and incidentals necessary to complete the Services. And it shall not be exceeded without the City's prior written authorization in the form of a negotiated and executed amendment. Contractor agrees this compensation is adequate and sufficient for the timely provision of all Services under this Agreement.

City will limit compensation to the amount specified for each specific task and/or sub-task, unless amended in writing. Contractor shall complete the Services stated within the number of hours identified for each task, and/or sub-task, or for the lump sum amount associated with a task. If compensation is made on an hourly basis and the Services requires fewer hours than those estimated, the Contractor will be paid for the actual worked hours necessary to complete that task and/or sub-task. If Contractor underestimated the number of hours required to perform the Services, Contractor shall be paid up to the maximum number of hours stated for the task and/or sub-task. Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time the task and/or subtask is initiated, or for changes to the scope of services requested by City. All Deliverables (as defined in Section 6) must be acceptable to City in its sole discretion, provided that such acceptance will not be unreasonably withheld or delayed.

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, Mehrin Selimgir, by email to mehrin.selimgir@cityofvancouver.us and accpay@cityofvancouver.us or by mail to City of Vancouver, Mehrin Selimgir, 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 April 30, 2031. The total term shall not exceed five years.

5. **CITY DATA; DATA SECURITY**

5.1 City Data. Contractor may obtain and process City Data in connection with the Services. "City Data" means the data City provides to Contractor in connection with the receipt of the Services and any data generated by Contractor in connection with providing the Services to City. City owns all City Data. City licenses City Data to Contractor solely for the purposes of providing the Services to City or improving the Services for City. Contractor shall not use City Data for any other purpose, including as artificial intelligence training data. Contractor acknowledges that compliance with Applicable Laws under Section 17 of the Agreement includes compliance with all applicable federal, state, and local data protection laws in its provision of the Services.

5.2 Data Security. If Contractor maintains City Data on Contractor systems it will comply with the following data security requirements.

5.2.1 Security Practices. Contractor shall develop, implement, and maintain appropriate administrative, physical, and technical safeguards that are designed to ensure the confidentiality, integrity and availability of City Data. Contractor will enact safeguards that are compliant with industry best practices for the specific City Data obtained by Contractor in connection with the Services.

5.2.2 Location of City Data. Contractor shall maintain City Data solely in data centers located in the United States.

5.2.3 Security Breaches. A "Security Breach" is any suspected or actual unauthorized access to or use of City Datain 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 Contractor will coordinate internally and with partnered firms contracted to contain, mitigate, investigate, respond to and remediate the Security Breach. Contractor will cooperate with all City requests in relation to the Security Breach in compliance with Applicable Law.
c. Root Cause Analysis. As soon as possible following the Security Breach, Contractor will complete a root cause analysis and will provide a plan to City for remediation and prevention.
d. Third-Party Notice. Contractor will work together with City to ensure compliance with RCW 19.255.010 if necessary and will make no statement or send notice to any third party regarding the Security Breach without City's prior written consent.
e. Costs. In addition to its indemnification obligations, Contractor will reimburse City for all direct costs City incurs associated with any Security Breach, including forensic investigation, costs of providing notice to impacted parties, call centers and credit monitoring as applicable. Contractor will pay or reimburse City for all regulatory fines and other legal costs the City incurs associated with the Security Breach.

6. DELIVERABLES - INTELLECTUAL PROPERTY Contractor may create documents or other work product in connection with providing the Services ("Deliverables"). Contractor assigns and will assign to City all right, title, and interest in and to any Deliverables it creates in connection with providing the Services. Contractor may retain a copy of any Deliverable for its internal business purposes. Contractor's know-how, methodologies and processes are Contractor intellectual property. Contractor grants City a perpetual, irrevocable, royalty-free, worldwide license to use all Contractor intellectual property in connection with the Deliverables for any City purpose. Any modification or reuse of the Deliverables by City for purposes other than those intended by this Agreement shall be at the City's sole risk and without liability to Contractor.

7. **AUDIT RIGHTS:** Contractor shall maintain records of all matters related to this Agreement in accordance with generally accepted accounting principles. Contractor shall provide the records to City or any other governmental agency with jurisdiction for audit, at such reasonable times and places as City designates.

8. **PUBLIC DISCLOSURE COMPLIANCE:** Records relating to Agreement are subject to the following:

8.1 Confidential Information. Any record of City business, including this Agreement, related records, and City Data, is a public record under the Washington Public Records Act, codified at chapter 42.56 RCW ("PRA"). City may be required to disclose this Agreement or related records, including records in Contractor's possession, pursuant to a public disclosure request. City will provide third-party notice to Contractor before disclosing records. Public records may be subject to exemptions from disclosure under the PRA. City agrees to withhold its release of the requested records in dispute for a reasonable amount of time (approximately 10 days) to allow Contractor an opportunity to seek judicial protection pursuant to RCW 42.56.540 as adopted or amended.

8.2 Public Disclosure Compliance. City will comply with the PRA in its receipt of and response to any public disclosure request for responsive records related to this Agreement, subject to applicable exemptions. Under RCW 42.56.060, City will have no liability to Contractor for disclosure of Contractor information acting in good faith pursuant to its obligations under the PRA.

8.3 Subpoenas. If either Party receives a subpoena requiring the disclosure of the other Party's information, that Party will notify the other party and provide a reasonable time for the affected party to obtain a protective order prior to disclosing information. If a Party is prohibited by a court with jurisdiction over the matter from disclosing the subpoena, that Party will provide only the specific information required to be released under the subpoena on the advice of counsel.

8.4 City Data Confidentiality. Notwithstanding Section 8.1-3, Contractor will maintain the confidentiality of all City Data in its possession in conformance with Section 8.

9. **STANDARD OF CARE**: Contractor shall exercise the degree of skill and diligence normally employed by consultants in the same industry, performing the same or similar services. Contractor will re-perform any Services that breach this provision at no cost to City.

10. **DISPUTE RESOLUTION**: City and Contractor agree to negotiate in good faith for a period of 30 days from the date of notice of all disputes between them prior to exercising their rights under this Agreement or under law. All disputes between City

and Contractor not resolved by negotiation between the Parties may be mediated only by mutual agreement of both Parties. If not mutually agreed to resolve the claim by mediation, the claim will be resolved by legal action. The Parties agree that if litigation is necessary to enforce any of the provisions of this Agreement, each party shall pay all of their own attorney fees and costs related to the litigation.

11. **TERMINATION FOR CONVENIENCE**: City may terminate this Agreement at any time for convenience. City will pay Contractor for all Services completed up to the date of termination for convenience. A decision by City to terminate for convenience does not waive any legal rights City has to enforce the Agreement.

12. **TERMINATION FOR MATERIAL BREACH:** If Contractor materially breaches by failing to perform any of the obligations of the Agreement, including violating any law, regulation, rule, or ordinance applicable to this Agreement, or becomes insolvent or declares bankruptcy, or makes an assignment for the benefit of creditors, Contractor shall not be entitled to receive any further payments under the Agreement until the Services are completed to City's satisfaction. City may provide Contractor a cure period in its sole discretion or may terminate the Agreement and, at City's option, obtain performance of the Services elsewhere.

13. **INDEMNIFICATION:** Contractor shall indemnify, defend, and hold harmless City and its officers, councilmembers, commissioners, employees, volunteers, and agents, from any claim, liability, loss, cost, expense, suit, and damages, including attorney's fees and consulting fees to the extent caused by (a) a third party claim for intellectual property infringement relating to the Contractor's Services or the Deliverables; (b) Contractor's negligence or willful misconduct; (c) Contractor's material breach of the Agreement; (d) Contractor's non-compliance with applicable law; (e) a third-party Washington Public Records Act claim involving Contractor information; and (f) Contractor's court action to enjoin release of Contractor information under the Washington Public Records Act.

    City will promptly notify Contractor of a claim under this Section 13 and will provide reasonable cooperation to Contractor in the defense of the claim. Contractor will have control over defense and settlement of the claim, except that Contractor will not enter any settlement or related agreement without City's prior written consent. Notwithstanding the preceding sentence, City may participate in the defense or settlement of any claim with counsel of its own choosing.

If Contractor is providing architectural, landscape architectural, engineering, or land surveying services as the Services under this Agreement, and Contractor and City are concurrently negligent or otherwise at fault, then Contractor will be required to indemnify City only to the extent of Contractor's negligence or fault and will have no obligation to indemnify City for City's sole negligence, pursuant to RCW 4.24.115.

If Contractor or Contractor's employee is a licensed architect, professional engineer, land surveyor, or landscape architect and the Services are related to a construction project, Contractor expressly waives its industrial insurance immunity under the Washington Industrial Insurance Act Title 51 RCW. Contractor acknowledges this waiver has been mutually negotiated and the Parties desire to incorporate this waiver pursuant to RCW 4.24.115(1)(b).

14. INSURANCE: Contractor shall maintain liability insurance for all claims for damages to the City, persons or property that arise from Contractor's performance during the Term of this Agreement.

Contractor shall maintain the following insurance coverage.

COVERAGE	**LIMITS OF LIABILITY**
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	$1,000,000
General Aggregate Per Occurrence	$2,000,000
Products & Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Blanket Contractual Liability	$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles arising from the performance of this Agreement.	
Combined Single Limit	$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
Employer's Liability	$1,000,000
Disease Each Employee	$1,000,000
Disease Policy Limit	$1,000,000
Each Claim	$1,000,000

Annual Aggregate	$1,000,000
IV. Umbrella Liability	
	$5,000,000
V. Professional Liability	
Policy shall include coverage for all claims for damages to person or property arising from the Contractor's negligent performance of this Agreement.	$1,000,000

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

a. Compliance with other Insurance Policies - Contractor will remain compliant with all other insurance obligations it may have pursuant to its personnel or applicable law.

b. Coverage Trigger – Except for Professional Liability, Contractor's insurance must be on an "occurrence" basis rather than claims made. This type of coverage must be indicated on the Certificate of Insurance.

c. Additional Insured Requirement - The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as additional insureds where permissible under applicable law. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.

d. Certificates - The City of Vancouver shall be listed on the Certificate of Insurance as the Certificate Holder. Contractor will provide the Certificate of Insurance to City upon request on an ACORD or comparable form.

All policies shall be issued by an insurance company authorized to do business as an insurance company in the State of Washington.

15. **RELATIONSHIP OF THE PARTIES**. The relationship of the Parties under this Agreement is that of independent contractors. Contractor is solely responsible for the manner, method, and means of providing the Services. Contractor and its employees are not City employees and will not be entitled to or receive any benefits under this Agreement. Contractor will pay all Contractor personnel and pay all taxes, contributions, and benefits that may be required related to its personnel. Neither Party may bind the other except as expressly stated in this Agreement.

16. **SUBCONTRACTING***:* Contractor may subcontract for Services with City's prior written approval in its sole discretion. Contractor is solely responsible for its subcontractors' compliance with this Agreement and will pass through the terms of this Agreement to all subcontractors.

17. **COMPLIANCE WITH APPLICABLE LAW:** Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations ("Applicable Laws"). Contractor shall modify the Services as necessary to comply with Applicable Laws.

18. **E-VERIFY:** Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within 60 days of executing this Agreement. Contractor shall ensure all Contractor employees and any subcontractors assigned to perform Services under this Agreement are eligible to work in the United States. Contractor shall provide compliance verification upon City's request.

19. **TITLE VI COMPLIANCE**: Depending on the Services Contractor provides, the City may use federal funds to compensate Contractor. If federal funds are used. the City, Contractor, and any approved subcontractor must comply with the provisions of Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) (CRA) and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28 (1988) (CRRA). Contractor must confirm with City whether Title VI is applicable under this Agreement.

20. **EQUAL EMPLOYMENT OPPORTUNITY**: The City is an equal opportunity employer. Contractor shall not discriminate against any of its employees or applicants for employment on the basis of race, color, creed, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, citizenship or immigration status, age (40 or older), the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, genetic information, honorably discharged veteran or military status, or any other class protected by federal, state, or local employment discrimination laws.

21. **ANTI-KICKBACK**. City officers and employees shall not have or acquire an interest in the Agreement or solicit, accept, or give any item of value from a person or entity with an interest in this Agreement.

22. **PERMITS, LICENSES, AND CERTIFICATIONS**. Contractor is solely responsible for any license, permit or certificate that may be required by any federal, state or local law in connection with the performance of Contractor's obligations under this Agreement, including any business license. Contractor may contact the State of Washington Business License Service (BLS) at: 800-451-7985, www.bls.dor.wa.gov/cities/vancouver.aspx or visit the City's website found at www.cityofvancouver.us/businesslicense for assistance with the determination.

23. **COOPERATIVE PURCHASING:** The Washington State Interlocal Cooperation Act, chapter 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By executing this Agreement, Contractor agrees that other public agencies may purchase goods and services under this Agreement at their own cost. City will have no liability or obligation related to Contractor related to that separate agency agreement. Therefore, City agrees to allow other public agencies to purchase services under this Agreement so long as City is not held financially or legally liable for any separate agency services received pursuant to the Agreement, and that any public agency purchasing under this Agreement file a copy of it in accordance with RCW 39.34.040.

24. **DEBARMENT**: Contractor certifies that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal, state or local department or agency.

25. **CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT:** Supplier must agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

26. **BYRD ANTI-LOBBYING AMENDMENT:** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Suppliers that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-

Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

27. **PROCUREMENT OF RECOVERED MATERIALS**: Supplier must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

28. **NOTICES:** All notices will be hand delivered, certified mail, or sent by electronic mail if agreed by the Parties. Notice will be effective when received if hand delivered, on the delivery date if certified mail, or when an email is sent. Notice must be addressed to the Parties at:

For the City:	For the Contractor:
Anna Vogel	Paul Worrlein
City of Vancouver	HDR Engineering, Inc.
415 W 6th Street	700 Washington St, Suite 405
P O Box 1995	Vancouver, WA 98660
Vancouver WA 98668-1995	Email: paul.worrlein@hdrinc.com
Email: anna.vogel@cityofvancouver.us	

Either Party may update its address for notice by giving written notice to the other Party.

29. **ASSIGNMENT.** Contractor shall not assign this Agreement without the express written consent of City. Any assignment in violation of this subsection is void. All terms of this Agreement are binding on any assignee.

30. **ORDER OF PRECEDENCE:** If there is a conflict between the terms of any document, the order of precedence is as follows: Amendments to this Agreement; this Agreement; City Purchase Orders; Contractor's responsive proposal to City's solicitation; and City's

solicitation. The Parties agree that terms included on any Purchase Order or other document provided by Contractor are not part of this Agreement.

31. **SURVIVAL**. Sections 15 - 35 will survive any termination of this Agreement.

32. **WAIVER**. A Party's waiver of any term of this Agreement must be in writing and signed by the Party waiving compliance.

33. **THIRD PARTY BENEFICIARIES**. There are no third-party beneficiaries under this Agreement.

34. **GOVERNING LAW**: This Agreement is governed by the laws of the State of Washington without regard to its conflicts of laws provisions. Venue for any action arising under this Agreement will be the state or federal courts for Clark County, Washington. The Parties waive any claim of inconvenient forum.

35. **SEVERABILITY**. If a court with jurisdiction over the matter determines any clause of this Agreement is unenforceable, it shall revise the clause to reflect the intent of the Parties as closely as possible. If revision is not possible, the Court shall strike the clause and the remainder of the Agreement will remain in full force and effect.

36. **AMENDMENTS:** Any amendments to this Agreement must be in writing and signed by all Parties to this Agreement.

37. **ENTIRE AGREEMENT**: This Agreement, together with any amendments, is the entire agreement between the Parties, and supersedes any other agreement or discussion between them, whether written or oral in nature.

38. **COUNTERPARTS**. This Agreement may be signed in counterparts. Each counterpart will be deemed an original and together the separate parts will form one Agreement.

City and Contractor enter the Agreement as of the Effective Date.

CITY OF VANCOUVER
A municipal corporation

Lon Pluckhahn, City Manager

Date

Attest:

Lisa Brandl, City Clerk

Approved as to form:

City Attorney's Office

CONTRACTOR:
HDR Engineering, Inc.

Signature

Printed Name /Title

Date

EXHIBIT “A”:
Scope of Work

Contractor to provide on-call professional engineering services for the following categories, on an as-needed basis. The specific scope of services will be negotiated, as the need arises, during the development of specific task orders for work and will be based on the selected firm’s input as well as the City’s requirements.

Categories:

3. Water Storage, Transmission and Distribution System Design
6. Construction Management
7. Regulatory Compliance and Funding Support

3. Water Storage, Transmission and Distribution System Design

- Water Transmission/Distribution Main Projects
- Tank and Aeration Tower coating projects
- Analyze existing Tanks and Towers and provide recommendations for improvements and/or upgrades

6. Construction Management

- Construction management services to supplement the City’s Construction Services Division when needed for water capital projects
- Provide field/office technical staff including Construction Engineer or Inspector to administer capital projects to City standards

7. Regulatory Compliance and Funding Support

- PFAS related studies and recommendations for media changeout monitoring
- Miscellaneous regulatory compliance related issues
- Funding support for State and Federal funding opportunities

Ehibit "B"
Fee Schedule

City of Vancouver

Water Transmission and Distribution System Design, Construction Management, and Regulatory Compliance and Funding Support

HDR Engineering, Inc.

Category	2026 Billing Rates
Principal In Charge	**$344.29**
Consultant	**$310.82**
Sr Project Manager	**$295.28**
Project Manager	**$209.20**
Technical Advisor II	**$461.44**
Technical Advisor I	**$350.26**
Construction Manager	**$356.51**
Construction Inspector II	**$257.28**
Construction Inspector I	**$191.71**
Resident Engineer	**$316.40**
Engineer V	**$320.38**
Engineer IV	**$270.17**
Engineer III	**$246.26**
Engineer II	**$203.23**
Engineer I	**$172.15**
EIT IV	**$161.50**
EIT III	**$149.43**
EIT II	**$137.47**
EIT I	**$125.52**
Planner/Scientist V	**$245.50**
Planner/Scientist IV	**$221.16**
Planner/Scientist III	**$197.25**
Planner/Scientist II	**$166.17**
Planner/Scientist I	**$135.08**
Project Technician IV	**$203.23**
Project Technician III	**$178.13**
Project Technician II	**$142.26**
Project Technician I	**$105.20**

Expenses	
Mileage	IRS Rates
Travel & Hotel	GSA Rates
Other Direct Cost	At Cost

CITY OF VANCOUVER
SERVICES AGREEMENT
No. C-102255
ON-CALL WATER ENGINEERING SERVICES

This Services Agreement (the "Agreement"), effective on the date last signed below (the "Effective Date") is entered by the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington (the "City") and Geosyntec Consultants, Inc., a corporation entity organized under the laws of the State of Florida (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 64-25 (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 $750,000.00 USD.

This payment shall be the maximum compensation for all Services including labor, materials, supplies, equipment, and incidentals necessary to complete the Services. And it shall not be exceeded without the City's prior written authorization in the form of a negotiated and executed amendment. Contractor agrees this compensation is adequate and sufficient for the timely provision of all Services under this Agreement.

City will limit compensation to the amount specified for each specific task and/or sub-task, unless amended in writing. Contractor shall complete the Services stated within the number of hours identified for each task, and/or sub-task, or for the lump sum amount associated with a task. If compensation is made on an hourly basis and the Services requires fewer hours than those estimated, the Contractor will be paid for the actual worked hours necessary to complete that task and/or sub-task. If Contractor underestimated the number of hours required to perform the Services, Contractor shall be paid up to the maximum number of hours stated for the task and/or sub-task. Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time the task and/or subtask is initiated, or for changes to the scope of services requested by City. All Deliverables (as defined in Section 8) must be acceptable to City in its sole discretion.

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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, Mehrin Selimgir, by email to mehrin.selimgir@cityofvancouver.us and accpay@cityofvancouver.us or by mail to City of Vancouver, Mehrin Selimgir, 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 April 30, 2031. The total term shall not exceed five years.

5. **CITY DATA; DATA SECURITY**

5.1 City Data. Contractor may obtain and process City Data in connection with the Services. "City Data" means the data City provides to Contractor in connection with the receipt of the Services and any data generated by Contractor in connection with providing the Services to City. City owns all City Data. City licenses City Data to Contractor solely for the purposes of providing the Services to City or improving the Services for City. Contractor shall not use City Data for any other purpose, including as artificial intelligence training data. Contractor acknowledges that compliance with Applicable Laws under Section 17 of the Agreement includes compliance with all applicable federal, state, and local data protection laws in its provision of the Services.

5.2 Data Security. If Contractor maintains City Data on Contractor systems it will comply with the following data security requirements.

5.2.1 Security Practices. Contractor shall develop, implement, and maintain appropriate administrative, physical, and technical safeguards that are designed to ensure the confidentiality, integrity and availability of City Data. Contractor will enact safeguards that are compliant with industry best practices for the specific City Data obtained by Contractor in connection with the Services.

5.2.2 Location of City Data. Contractor shall maintain City Data solely in data centers located in the United States.

5.2.3 Security Breaches. A "Security Breach" is any suspected or actual unauthorized access to or use of City Data in Contractor's possession.

a. Notice. Contractor will notify City within 24 hours of any Security Breach. Notice will include details regarding the Security Breach including impacted parties, specific data, and mitigation. Contractor will call 360.487.8888 (if after hours, follow prompt to connect to on-call personnel); email City with a read receipt to help.desk@cityofvancouver.us; and email to the City personnel contact for the Agreement.
b. Coordination. Immediately after Contractor provides notification of a Security Breach the Parties will begin working together to contain, mitigate, investigate, respond to and remediate the Security Breach. Contractor will cooperate with all City requests in relation to the Security Breach in compliance with Applicable Law.
c. Root Cause Analysis. As soon as possible following the Security Breach, Contractor will complete a root cause analysis and will provide a plan to City for remediation and prevention.
d. Third-Party Notice. Contractor will work together with City to ensure compliance with RCW 19.255.010 if necessary and will make no statement or send notice to any third party regarding the Security Breach without City's prior written consent.
e. Costs. In addition to its indemnification obligations, Contractor will reimburse City for all costs City incurs associated with any Security Breach, including forensic investigation, costs of providing notice to impacted parties, call centers and credit monitoring as applicable. Contractor will pay or reimburse City for all regulatory fines and other legal costs the City incurs associated with the Security Breach.

6. **DELIVERABLES - INTELLECTUAL PROPERTY** Contractor may create documents or other work product in connection with providing the Services ("Deliverables"). Contractor assigns and will assign to City all right, title, and interest in and to any Deliverables it creates in connection with providing the Services. Contractor may retain a copy of any Deliverable for its internal business purposes. Contractor's know-how, methodologies and processes are Contractor intellectual property. Contractor grants City a perpetual, irrevocable, royalty-free, worldwide license to use all Contractor intellectual property in connection with the Deliverables for any City purpose.

7. **AUDIT RIGHTS:** Contractor shall maintain records of all matters related to this Agreement in accordance with generally accepted accounting principles.

Contractor shall provide the records to City or any other governmental agency with jurisdiction for audit, at such reasonable times and places as City designates.

8. PUBLIC DISCLOSURE COMPLIANCE: Records relating to Agreement are subject to the following:

8.1 Confidential Information. Any record of City business, including this Agreement, related records, and City Data, is a public record under the Washington Public Records Act, codified at chapter 42.56 RCW ("PRA"). City may be required to disclose this Agreement or related records, including records in Contractor's possession, pursuant to a public disclosure request. City will provide third-party notice to Contractor before disclosing records. Public records may be subject to exemptions from disclosure under the PRA. City agrees to withhold its release of the requested records in dispute for a reasonable amount of time (approximately 10 days) to allow Contractor an opportunity to seek judicial protection pursuant to RCW 42.56.540 as adopted or amended.

8.2 Public Disclosure Compliance. City will comply with the PRA in its receipt of and response to any public disclosure request for responsive records related to this Agreement, subject to applicable exemptions. Under RCW 42.56.060, City will have no liability to Contractor for disclosure of Contractor information acting in good faith pursuant to its obligations under the PRA.

8.3 Subpoenas. If either Party receives a subpoena requiring the disclosure of the other Party's information, that Party will notify the other party and provide a reasonable time for the affected party to obtain a protective order prior to disclosing information. If a Party is prohibited by a court with jurisdiction over the matter from disclosing the subpoena, that Party will provide only the specific information required to be released under the subpoena on the advice of counsel.

8.4 City Data Confidentiality. Notwithstanding Section 8.1-3, Contractor will maintain the confidentiality of all City Data in its possession in conformance with Section 8.

9. STANDARD OF CARE: Contractor shall exercise the degree of skill and diligence normally employed by consultants in the same industry, performing the same or similar services. Contractor will re-perform any Services that breach this provision at no cost to City.

10. DISPUTE RESOLUTION: City and Contractor agree to negotiate in good faith for a period of 30 days from the date of notice of all disputes between them prior to exercising their rights under this Agreement or under law. All disputes between City and Contractor not resolved by negotiation between the Parties may be mediated only by mutual agreement of both Parties. If not mutually agreed to resolve the

claim by mediation, the claim will be resolved by legal action. The Parties agree that if litigation is necessary to enforce any of the provisions of this Agreement, each party shall pay all of their own attorney fees and costs related to the litigation.

11. **TERMINATION FOR CONVENIENCE**: City may terminate this Agreement at any time for convenience. City will pay Contractor for all Services completed up to the date of termination for convenience. A decision by City to terminate for convenience does not waive any legal rights City has to enforce the Agreement.

12. **TERMINATION FOR MATERIAL BREACH:** If Contractor materially breaches by failing to perform any of the obligations of the Agreement, including violating any law, regulation, rule, or ordinance applicable to this Agreement, or becomes insolvent or declares bankruptcy, or makes an assignment for the benefit of creditors, Contractor shall not be entitled to receive any further payments under the Agreement until the Services are completed to City's satisfaction. City may provide Contractor a cure period in its sole discretion or may terminate the Agreement and, at City's option, obtain performance of the Services elsewhere.

13. **INDEMNIFICATION:** Contractor shall indemnify, defend, and hold harmless City and its officers, councilmembers, commissioners, employees, volunteers, and agents, from any claim, liability, loss, cost, expense, suit, and damages, including attorney's fees and consulting fees relating to (a) a third party claim for intellectual property infringement relating to the Contractor's Services or the Deliverables; (b) Contractor's negligence or willful misconduct; (c) Contractor's material breach of the Agreement; (d) Contractor's non-compliance with applicable law; (e) a third-party Washington Public Records Act claim involving Contractor information; and (f) Contractor's court action to enjoin release of Contractor information under the Washington Public Records Act.

    City will promptly notify Contractor of a claim under this Section 13 and will provide reasonable cooperation to Contractor in the defense of the claim. Contractor will have control over defense and settlement of the claim, except that Contractor will not enter any settlement or related agreement without City's prior written consent. Notwithstanding the preceding sentence, City may participate in the defense or settlement of any claim with counsel of its own choosing.

    Solely for negligence indemnification claims under (b) above, if Contractor is providing architectural, landscape architectural, engineering, or land surveying services as the Services under this Agreement, and Contractor and City are

concurrently negligent, then Contractor will be required to indemnify City only to the extent of Contractor's negligence and will have no obligation to indemnify City for City's sole negligence, pursuant to RCW 4.24.115.

If Contractor or Contractor's employee is a licensed architect, professional engineer, land surveyor, or landscape architect and the Services are related to a construction project, Contractor expressly waives its industrial insurance immunity under the Washington Industrial Insurance Act Title 51 RCW. Contractor acknowledges this waiver has been mutually negotiated and the Parties desire to incorporate this waiver pursuant to RCW 4.24.115(1)(b).

14. INSURANCE: Contractor shall maintain liability insurance for all claims for damages to the City, persons or property that arise from Contractor's performance during the Term of this Agreement.

Contractor shall maintain the following insurance coverage.

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	$1,000,000
General Aggregate Per Occurrence	$2,000,000
Products & Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Blanket Contractual Liability	$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles arising from the performance of this Agreement.	
Combined Single Limit	$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
Employer's Liability	$1,000,000
Disease Each Employee	$1,000,000
Disease Policy Limit	$1,000,000
Each Claim	$1,000,000
Annual Aggregate	$1,000,000
IV. Umbrella Liability	
	$5,000,000
V. Professional Liability	

Policy shall include coverage for all claims for damages to person or property arising from the performance of this Agreement.	$1,000,000

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

a. Compliance with other Insurance Policies - Contractor will remain compliant with all other insurance obligations it may have pursuant to its personnel or applicable law.

b. Coverage Trigger - Contractor's insurance must be on an "occurrence" basis rather than claims made. This type of coverage must be indicated on the Certificate of Insurance.

c. Additional Insured Requirement - The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as additional insureds where permissible under applicable law. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.

d. Certificates - The City of Vancouver shall be listed on the Certificate of Insurance as the Certificate Holder. Contractor will provide the Certificate of Insurance to City upon request on an ACORD or comparable form.

All policies shall be issued by an insurance company authorized to do business as an insurance company in the State of Washington.

15. **RELATIONSHIP OF THE PARTIES**. The relationship of the Parties under this Agreement is that of independent contractors. Contractor is solely responsible for the manner, method, and means of providing the Services. Contractor and its employees are not City employees and will not be entitled to or receive any benefits under this Agreement. Contractor will pay all Contractor personnel and pay all taxes, contributions, and benefits that may be required related to its personnel. Neither Party may bind the other except as expressly stated in this Agreement.

16. **SUBCONTRACTING***:* Contractor may subcontract for Services with City's prior written approval in its sole discretion. Contractor is solely responsible for its

subcontractors' compliance with this Agreement and will pass through the terms of this Agreement to all subcontractors.

17. **COMPLIANCE WITH APPLICABLE LAW:** Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations ("Applicable Laws"). Contractor shall modify the Services as necessary to comply with Applicable Laws.

18. **E-VERIFY:** Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within 60 days of executing this Agreement. Contractor shall ensure all Contractor employees and any subcontractors assigned to perform Services under this Agreement are eligible to work in the United States. Contractor shall provide compliance verification upon City's request.

19. **TITLE VI COMPLIANCE**: Depending on the Services Contractor provides, the City may use federal funds to compensate Contractor. If federal funds are used. the City, Contractor, and any approved subcontractor must comply with the provisions of Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) (CRA) and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28 (1988) (CRRA). Contractor must confirm with City whether Title VI is applicable under this Agreement.

20. **EQUAL EMPLOYMENT OPPORTUNITY**: The City is an equal opportunity employer. Contractor shall not discriminate against any of its employees or applicants for employment on the basis of race, color, creed, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, citizenship or immigration status, age (40 or older), the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, genetic information, honorably discharged veteran or military status, or any other class protected by federal, state, or local employment discrimination laws.

21. **ANTI-KICKBACK**. City officers and employees shall not have or acquire an interest in the Agreement or solicit, accept, or give any item of value from a person or entity with an interest in this Agreement.

22. **PERMITS, LICENSES, AND CERTIFICATIONS**. Contractor is solely responsible for any license, permit or certificate that may be required by any federal, state or local law in connection with the performance of Contractor's obligations under this

Agreement, including any business license. Contractor may contact the State of Washington Business License Service (BLS) at: 800-451-7985, www.bls.dor.wa.gov/cities/vancouver.aspx or visit the City's website found at www.cityofvancouver.us/businesslicense for assistance with the determination.

23. **COOPERATIVE PURCHASING:** The Washington State Interlocal Cooperation Act, chapter 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By executing this Agreement, Contractor agrees that other public agencies may purchase goods and services under this Agreement at their own cost. City will have no liability or obligation related to Contractor related to that separate agency agreement. Therefore, City agrees to allow other public agencies to purchase services under this Agreement so long as City is not held financially or legally liable for any separate agency services received pursuant to the Agreement, and that any public agency purchasing under this Agreement file a copy of it in accordance with RCW 39.34.040.

24. **DEBARMENT**: Contractor certifies that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal, state or local department or agency.

25. **CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT:** Supplier must agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

26. **BYRD ANTI-LOBBYING AMENDMENT:** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Suppliers that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

27. **PROCUREMENT OF RECOVERED MATERIALS**: Supplier must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

28. **NOTICES:** All notices will be hand delivered, certified mail, or sent by electronic mail if agreed by the Parties. Notice will be effective when received if hand delivered, on the delivery date if certified mail, or when an email is sent. Notice must be addressed to the Parties at:

For the City:	For the Contractor:
Anna Vogel	Andrew Austreng
City of Vancouver	Geosyntec Consultants, Inc.
415 W 6th Street	801 5th Ave, Suite 2200
P O Box 1995	Seattle, WA 98104
Vancouver WA 98668-1995	Email: Andrew.austreng@geosyntec.com
Email: anna.vogel@cityofvancouver.us	

Either Party may update its address for notice by giving written notice to the other Party.

29. **ASSIGNMENT.** Contractor shall not assign this Agreement without the express written consent of City. Any assignment in violation of this subsection is void. All terms of this Agreement are binding on any assignee.

30. **ORDER OF PRECEDENCE:** If there is a conflict between the terms of any document, the order of precedence is as follows: Amendments to this Agreement; this Agreement; City Purchase Orders; Contractor's responsive proposal to City's solicitation; and City's solicitation. The Parties agree that terms included on any Purchase Order or other document provided by Contractor are not part of this Agreement.

31. **SURVIVAL**. Sections 15 - 35 will survive any termination of this Agreement.

32. **WAIVER**. A Party's waiver of any term of this Agreement must be in writing and signed by the Party waiving compliance.

33. **THIRD PARTY BENEFICIARIES**. There are no third-party beneficiaries under this Agreement.

34. **GOVERNING LAW**: This Agreement is governed by the laws of the State of Washington without regard to its conflicts of laws provisions. Venue for any action arising under this Agreement will be the state or federal courts for Clark County, Washington. The Parties waive any claim of inconvenient forum.

35. **SEVERABILITY**. If a court with jurisdiction over the matter determines any clause of this Agreement is unenforceable, it shall revise the clause to reflect the intent of the Parties as closely as possible. If revision is not possible, the Court shall strike the clause and the remainder of the Agreement will remain in full force and effect.

36. **AMENDMENTS:** Any amendments to this Agreement must be in writing and signed by all Parties to this Agreement.

37. **ENTIRE AGREEMENT**: This Agreement, together with any amendments, is the entire agreement between the Parties, and supersedes any other agreement or discussion between them, whether written or oral in nature.

38. **COUNTERPARTS**. This Agreement may be signed in counterparts. Each counterpart will be deemed an original and together the separate parts will form one Agreement.

City and Contractor enter the Agreement as of the Effective Date.

CITY OF VANCOUVER
A municipal corporation

Lon Pluckhahn, City Manager

Date

Attest:

Lisa Brandl, City Clerk

Approved as to form:

City Attorney's Office

CONTRACTOR:
Geosyntec Consultants, Inc

Signature

Printed Name /Title

Date

EXHIBIT “A”:
Scope of Work

Contractor to provide on-call professional engineering services for the following categories, on an as-needed basis. The specific scope of services will be negotiated, as the need arises, during the development of specific task orders for work and will be based on the selected firm’s input as well as the City’s requirements.

Categories:

5. Groundwater Hydrogeology, Well Design, Water Rights, Critical Aquifer Recharge Area

5. Groundwater Hydrogeology, Well Design, Water Rights, and CARA/WRPO

- Well replacement design for several wells
- Well rehabilitation
- Water rights related work and planning for water rights utilization
- New groundwater source feasibility assessments
- Provide expertise in hydrogeological (LHG) review on development/ redevelopment sites affecting the water resources protection ordinance (WRPO) – VMC 14.26 and critical aquifer recharge area support

Exhibit "B"
Fee Schedule

CONFIDENTIAL

GEOSYNTEC CONSULTANTS
2026 U.S. RATE SCHEDULE

	Rate/Hour
Staff Professional	$170
Senior Staff Professional	$195
Professional	$225
Project Professional	$255
Senior Professional	$290
Principal	$320
Senior Principal	$345
Technician I	$98
Technician II	$108
Senior Technician I	$115
Senior Technician II	$125
Site Manager I	$140
Site Manager II	$155
Construction Manager I	$165
Construction Manager II	$178
Senior Designer	$220
Designer	$185
Senior Drafter/Senior CADD Operator	$175
Drafter/CADD Operator/Artist	$155
Senior Technical Editor	$178
Technical Editor	$158
Senior Project Analyst	$158
Project Analyst	$132
Project Administrator	$103
Clerical	$ 80
Direct Expenses	Cost plus 15%
Subcontract Services	Cost plus 15%
Specialized Computer Applications (per hour)	$15
Personal Automobile (per mile)	Current Gov't Rate
Photocopies (per page)	$.09

Rates are provided on a confidential basis and are client and project specific.
Rates for field equipment, health and safety equipment, and graphical supplies presented upon request.
Construction management fee presented upon request.

CITY OF VANCOUVER
SERVICES AGREEMENT
No. C-102259
ON-CALL WATER ENGINEERING SERVICES

This Services Agreement (the “Agreement”), effective on the date last signed below (the “Effective Date”) is entered by the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington (the "City") and Carollo Engineers, Inc., a corporation entity organized under the laws of the State of Delaware (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 64-25 (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 $3,000,000.00 USD.

This payment shall be the maximum compensation for all Services including labor, materials, supplies, equipment, and incidentals necessary to complete the Services. And it shall not be exceeded without the City's prior written authorization in the form of a negotiated and executed amendment. Contractor agrees this compensation is adequate and sufficient for the timely provision of all Services under this Agreement.

City will limit compensation to the amount specified for each specific task and/or sub-task, unless amended in writing. Contractor shall complete the Services stated within the number of hours identified for each task, and/or sub-task, or for the lump sum amount associated with a task. If compensation is made on an hourly basis and the Services requires fewer hours than those estimated, the Contractor will be paid for the actual worked hours necessary to complete that task and/or sub-task. If Contractor underestimated the number of hours required to perform the Services, Contractor shall be paid up to the maximum number of hours stated for the task and/or sub-task. Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time the task and/or subtask is initiated, or for changes to the scope of services requested by City. All Deliverables (as defined in Section 8) must be acceptable to City in its sole discretion.

City will reimburse Contractor for the following travel expenses identified in its proposal upon submission of receipts to City: airfare, mileage at the approved IRS rate and lodging at the U.S. General Services Administration rates. For the avoidance of doubt, City will not reimburse Contractor wages incurred during travel time.

3. **PAYMENT FOR CONTRACTOR SERVICES**: The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, from the previous month. Invoices must be submitted to the Project Manager, Mehrin Selimgir, by email to mehrin.selimgir@cityofvancouver.us and accpay@cityofvancouver.us or by mail to City of Vancouver, Mehrin Selimgir, 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 April 30, 2031The total term shall not exceed five years.

5. **CITY DATA; DATA SECURITY**

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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. Documents, including drawings and specifications, prepared by Contractor pursuant to this Agreement are not intended or represented to be suitable for reuse by the City or others for the subject project or on any other project. Any reuse of completed documents or use of partially completed documents without written verification or concurrence by Contractor for the

specific purpose intended will be a the City's sole risk and without liability or legal exposure to Contractor.

7. **AUDIT RIGHTS:** Contractor shall maintain records of all matters related to this Agreement in accordance with generally accepted accounting principles. Contractor shall provide the records to City or any other governmental agency with jurisdiction for audit, at such reasonable times and places as City designates.

8. **PUBLIC DISCLOSURE COMPLIANCE:** Records relating to Agreement are subject to the following:

8.1 Confidential Information. Any record of City business, including this Agreement, related records, and City Data, is a public record under the Washington Public Records Act, codified at chapter 42.56 RCW ("PRA"). City may be required to disclose this Agreement or related records, including records in Contractor's possession, pursuant to a public disclosure request. City will provide third-party notice to Contractor before disclosing records. Public records may be subject to exemptions from disclosure under the PRA. City agrees to withhold its release of the requested records in dispute for a reasonable amount of time (approximately 10 days) to allow Contractor an opportunity to seek judicial protection pursuant to RCW 42.56.540 as adopted or amended.

8.2 Public Disclosure Compliance. City will comply with the PRA in its receipt of and response to any public disclosure request for responsive records related to this Agreement, subject to applicable exemptions. Under RCW 42.56.060, City will have no liability to Contractor for disclosure of Contractor information acting in good faith pursuant to its obligations under the PRA.

8.3 Subpoenas. If either Party receives a subpoena requiring the disclosure of the other Party's information, that Party will notify the other party and provide a reasonable time for the affected party to obtain a protective order prior to disclosing information. If a Party is prohibited by a court with jurisdiction over the matter from disclosing the subpoena, that Party will provide only the specific information required to be released under the subpoena on the advice of counsel.

8.4 City Data Confidentiality. Notwithstanding Section 8.1-3, Contractor will maintain the confidentiality of all City Data in its possession in conformance with Section 8.

9. **STANDARD OF CARE**: Contractor shall exercise the degree of skill and diligence normally employed by consultants in the same industry, performing the same or similar services. Contractor will re-perform any Services that breach this provision at no cost to City.

10. **DISPUTE RESOLUTION**: City and Contractor agree to negotiate in good faith for a period of 30 days from the date of notice of all disputes between them prior to exercising their rights under this Agreement or under law. All disputes between City and Contractor not resolved by negotiation between the Parties may be mediated only by mutual agreement of both Parties. If not mutually agreed to resolve the claim by mediation, the claim will be resolved by legal action. The Parties agree that if litigation is necessary to enforce any of the provisions of this Agreement, each party shall pay all of their own attorney fees and costs related to the litigation.

11. **TERMINATION FOR CONVENIENCE**: City may terminate this Agreement at any time for convenience. City will pay Contractor for all Services completed up to the date of termination for convenience. A decision by City to terminate for convenience does not waive any legal rights City has to enforce the Agreement.

12. **TERMINATION FOR MATERIAL BREACH:** If Contractor materially breaches by failing to perform any of the obligations of the Agreement, including violating any law, regulation, rule, or ordinance applicable to this Agreement, or becomes insolvent or declares bankruptcy, or makes an assignment for the benefit of creditors, Contractor shall not be entitled to receive any further payments under the Agreement until the Services are completed to City's satisfaction. City may provide Contractor a cure period in its sole discretion or may terminate the Agreement and, at City's option, obtain performance of the Services elsewhere.

13. **INDEMNIFICATION:** Contractor shall indemnify, defend, and hold harmless City and its officers, councilmembers, commissioners, employees, volunteers, and agents, from any claim, liability, loss, cost, expense, suit, and damages, including attorney's fees and consulting fees relating to (a) a third party claim for intellectual property infringement relating to the Contractor's Services or the Deliverables; (b) Contractor's negligence or willful misconduct; (c) Contractor's material breach of the Agreement; (d) Contractor's non-compliance with applicable law; (e) a third-party Washington Public Records Act claim involving Contractor information; and (f) Contractor's court action to enjoin release of Contractor information under the Washington Public Records Act.

    City will promptly notify Contractor of a claim under this Section 13 and will provide reasonable cooperation to Contractor in the defense of the claim. Contractor will have control over defense and settlement of the claim, except that Contractor will not enter any settlement or related agreement without City's prior written consent.

Notwithstanding the preceding sentence, City may participate in the defense or settlement of any claim with counsel of its own choosing.

Solely for negligence indemnification claims under (b) above, if Contractor is providing architectural, landscape architectural, engineering, or land surveying services as the Services under this Agreement, and Contractor and City are concurrently negligent, then Contractor will be required to indemnify City only to the extent of Contractor's negligence and will have no obligation to indemnify City for City's sole negligence, pursuant to RCW 4.24.115.

If Contractor or Contractor's employee is a licensed architect, professional engineer, land surveyor, or landscape architect and the Services are related to a construction project, Contractor expressly waives its industrial insurance immunity under the Washington Industrial Insurance Act Title 51 RCW. Contractor acknowledges this waiver has been mutually negotiated and the Parties desire to incorporate this waiver pursuant to RCW 4.24.115(1)(b).

Contractor shall not be responsible for warranties, guarantees, for acts and decisions of third parties, including governmental agencies, other than Contractor's subconsultants, that impact project completion and/or success.

14. INSURANCE: Contractor shall maintain liability insurance for all claims for damages to the City, persons or property that arise from Contractor's performance during the Term of this Agreement.

Contractor shall maintain the following insurance coverage.

COVERAGE	**LIMITS OF LIABILITY**
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	$1,000,000
General Aggregate Per Occurrence	$2,000,000
Products & Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Blanket Contractual Liability	$1,000,000
II. Commercial Automobile Liability	

Policy shall include Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles arising from the performance of this Agreement. Combined Single Limit	 $1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence Employer's Liability Disease Each Employee Disease Policy Limit Each Claim Annual Aggregate	 $1,000,000 $1,000,000 $1,000,000 $1,000,000 $1,000,000
IV. Umbrella Liability	
	$5,000,000
V. Professional Liability	
Policy shall include coverage for all claims for damages to person or property arising from the performance of this Agreement.	$1,000,000

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

a. Compliance with other Insurance Policies - Contractor will remain compliant with all other insurance obligations it may have pursuant to its personnel or applicable law.

b. Coverage Trigger - Contractor's insurance must be on an "occurrence" basis rather than claims made. This type of coverage must be indicated on the Certificate of Insurance.

c. Additional Insured Requirement - The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as additional insureds where permissible under applicable law. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.

d. Certificates - The City of Vancouver shall be listed on the Certificate of Insurance as the Certificate Holder. Contractor will provide the Certificate of Insurance to City upon request on an ACORD or comparable form.

All policies shall be issued by an insurance company authorized to do business as an insurance company in the State of Washington.

15. **RELATIONSHIP OF THE PARTIES**. The relationship of the Parties under this Agreement is that of independent contractors. Contractor is solely responsible for the manner, method, and means of providing the Services. Contractor and its employees are not City employees and will not be entitled to or receive any benefits under this Agreement. Contractor will pay all Contractor personnel and pay all taxes, contributions, and benefits that may be required related to its personnel. Neither Party may bind the other except as expressly stated in this Agreement.

16. **SUBCONTRACTING***:* Contractor may subcontract for Services with City's prior written approval in its sole discretion. Contractor is solely responsible for its subcontractors' compliance with this Agreement and will pass through the terms of this Agreement to all subcontractors.

17. **COMPLIANCE WITH APPLICABLE LAW:** Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations ("Applicable Laws"). Contractor shall modify the Services as necessary to comply with Applicable Laws.

18. **E-VERIFY:** Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within 60 days of executing this Agreement. Contractor shall ensure all Contractor employees and any subcontractors assigned to perform Services under this Agreement are eligible to work in the United States. Contractor shall provide compliance verification upon City's request.

19. **TITLE VI COMPLIANCE**: Depending on the Services Contractor provides, the City may use federal funds to compensate Contractor. If federal funds are used. the City, Contractor, and any approved subcontractor must comply with the provisions of Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) (CRA) and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28 (1988) (CRRA). Contractor must confirm with City whether Title VI is applicable under this Agreement.

20. **EQUAL EMPLOYMENT OPPORTUNITY**: The City is an equal opportunity employer. Contractor shall not discriminate against any of its employees or applicants for employment on the basis of race, color, creed, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, citizenship or immigration status, age (40 or older), the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person

with a disability, genetic information, honorably discharged veteran or military status, or any other class protected by federal, state, or local employment discrimination laws.

21. **ANTI-KICKBACK**. City officers and employees shall not have or acquire an interest in the Agreement or solicit, accept, or give any item of value from a person or entity with an interest in this Agreement.

22. **PERMITS, LICENSES, AND CERTIFICATIONS**. Contractor is solely responsible for any license, permit or certificate that may be required by any federal, state or local law in connection with the performance of Contractor's obligations under this Agreement, including any business license. Contractor may contact the State of Washington Business License Service (BLS) at: 800-451-7985, www.bls.dor.wa.gov/cities/vancouver.aspx or visit the City's website found at www.cityofvancouver.us/businesslicense for assistance with the determination.

23. **COOPERATIVE PURCHASING:** The Washington State Interlocal Cooperation Act, chapter 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By executing this Agreement, Contractor agrees that other public agencies may purchase goods and services under this Agreement at their own cost. City will have no liability or obligation related to Contractor related to that separate agency agreement. Therefore, City agrees to allow other public agencies to purchase services under this Agreement so long as City is not held financially or legally liable for any separate agency services received pursuant to the Agreement, and that any public agency purchasing under this Agreement file a copy of it in accordance with RCW 39.34.040.

24. **DEBARMENT**: Contractor certifies that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal, state or local department or agency.

25. **CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT:** Supplier must agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

26. **BYRD ANTI-LOBBYING AMENDMENT:** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Suppliers that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

27. **PROCUREMENT OF RECOVERED MATERIALS**: Supplier must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

28. **NOTICES:** All notices will be hand delivered, certified mail, or sent by electronic mail if agreed by the Parties. Notice will be effective when received if hand delivered, on the delivery date if certified mail, or when an email is sent. Notice must be addressed to the Parties at:

For the City:	For the Contractor:
Anna Vogel	Tyler Kane
City of Vancouver	Carollo Engineers, Inc.
415 W 6th Street	707 SW Washington St, #500
P O Box 1995	Portland, OR 97205
Vancouver WA 98668-1995	Email: tkane@carollo.com
Email: anna.vogel@cityofvancouver.us	

Either Party may update its address for notice by giving written notice to the other Party.

29. **ASSIGNMENT.** Contractor shall not assign this Agreement without the express written consent of City. Any assignment in violation of this subsection is void. All terms of this Agreement are binding on any assignee.

30. **ORDER OF PRECEDENCE:** If there is a conflict between the terms of any document, the order of precedence is as follows: Amendments to this Agreement; this Agreement; City Purchase Orders; Contractor's responsive proposal to City's solicitation; and City's solicitation. The Parties agree that terms included on any Purchase Order or other document provided by Contractor are not part of this Agreement.

31. **SURVIVAL**. Sections 15 - 35 will survive any termination of this Agreement.

32. **WAIVER**. A Party's waiver of any term of this Agreement must be in writing and signed by the Party waiving compliance.

33. **THIRD PARTY BENEFICIARIES**. There are no third-party beneficiaries under this Agreement. The services to be performed by Contractor are intended solely for the benefit of the City. No person or entity not a signatory to this Agreement shall be entitled to rely on Contractor's performance of its services hereunder, and no right to assert a claim against the Contractor by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the Contractor's services hereunder.

34. **GOVERNING LAW**: This Agreement is governed by the laws of the State of Washington without regard to its conflicts of laws provisions. Venue for any action arising under this Agreement will be the state or federal courts for Clark County, Washington. The Parties waive any claim of inconvenient forum.

35. **SEVERABILITY**. If a court with jurisdiction over the matter determines any clause of this Agreement is unenforceable, it shall revise the clause to reflect the intent of the Parties as closely as possible. If revision is not possible, the Court shall strike the clause and the remainder of the Agreement will remain in full force and effect.

36. **AMENDMENTS:** Any amendments to this Agreement must be in writing and signed by all Parties to this Agreement.

37. **ENTIRE AGREEMENT**: This Agreement, together with any amendments, is the entire agreement between the Parties, and supersedes any other agreement or discussion between them, whether written or oral in nature.

38. COUNTERPARTS. This Agreement may be signed in counterparts. Each counterpart will be deemed an original and together the separate parts will form one Agreement.

City and Contractor enter the Agreement as of the Effective Date.

CITY OF VANCOUVER
A municipal corporation

Lon Pluckhahn, City Manager

Date

Attest:

Lisa Brandl, City Clerk

Approved as to form:

City Attorney's Office

CONTRACTOR:
Carollo Engineers, Inc.

Signature

Printed Name /Title

Date

EXHIBIT “A”:

Scope of Work

Contractor to provide on-call professional engineering services for the following categories, on an as-needed basis. The specific scope of services will be negotiated, as the need arises, during the development of specific task orders for work and will be based on the selected firm’s input as well as the City’s requirements.

Categories:

1. Planning and Modelling
2. Water Production and Treatment System Design
4. SCADA, Control and Electrical System Planning, Design and Integration
7. Regulatory Compliance and Funding Support

1. Planning and Modelling

- Water Shortage Response Plan Development
- Emergency Response Planning
- Water Use Efficiency and Conservation Planning
- Water System Hydraulic Modelling

2. Water Production and Treatment System Design

- Water Station Conversion from Gas Chlorination to Sodium Hypochlorite Generation (Contract currently in place with TMG Services for equipment purchase)
- Production and treatment related work

4. SCADA, Control and Electrical System Planning, Design and Integration

- SCADA System Master Plan Update
- SCADA System Software upgrade support
- Cybersecurity Upgrades
- PLC replacement and programming
- Sodium hypochlorite system installation integration
- Emergency back-up power
- Operations center relocation SCADA support
- On-call support for system projects/failures
- Wonderware Updates

7. **Regulatory Compliance and Funding Support**
    - PFAS related studies and recommendations for media changeout monitoring
    - Miscellaneous regulatory compliance related issues
    - Funding support for State and Federal funding opportunities

EXHIBIT “B”:
Fee Schedule

Table 1 Carollo 2026 Rate Schedule

Role/Title	Rate
Engineers/Scientists	
Senior Project Manager	$ 367.00
Project Manager	$ 336.00
Senior Design Manager	$ 367.00
Senior Program Manager	$ 367.00
Program Manager	$ 307.00
Principal Professional	$ 338.00
Senior Service Delivery Lead	$ 367.00
Service Delivery Lead	$ 364.00
Supervising Professional	$ 299.00
Design Manager II	$ 345.00
Design Manager I	$ 276.00
Senior Professional	$ 266.00
Lead Professional	$ 238.00
Professional	$ 221.00
Staff Professional	$ 216.00
Engineering Intern	$ 129.00
Supervising Analyst	$ 288.00
Senior Analyst	$ 247.00
Lead Analyst	$ 218.00
Staff Analyst	$ 211.00

Technicians	
Supervising BIM Designer	$ 291.00
Senior BIM Designer	$ 256.00
Lead BIM Designer	$ 241.00
BIM Designer 3	$ 227.00
BIM Designer 2	$ 211.00
BIM Designer 1	$ 187.00
Supervising Designer	$ 248.00
Lead Designer	$ 225.00
Senior Designer	$ 212.00
Designer	$ 181.00
Staff Designer	$ 183.00
Senior Drafter	$ 165.00
CAD Drafter	$ 153.00
Support Staff	
Senior Project Services Administrator	$ 202.00
Project Services Administrator	$ 199.00
Lead Document Processor	$ 192.00
Document Processor II	$ 168.00
Document Processor I	$ 148.00
Administrative Assistant	$ 143.00
Other Direct Expenses	
Travel and Subsistence	At approved IRS rates
Mileage	At approved IRS rates
Lodging	At US GSA rates
Subconsultant	Cost + 10%
Other Direct Cost	Cost + 10%
Expert Witness	Hourly Rate X 2.0
Project Equipment Communication Expense (PECE) Per DL Hour (for all roles)	$ 17.00

Notes:
(1) This fee schedule is subject to annual revisions due to labor adjustments.

CITY OF VANCOUVER
SERVICES AGREEMENT
No. C-102260
ON-CALL WATER ENGINEERING SERVICES

This Services Agreement (the “Agreement”), effective on the date last signed below (the “Effective Date”) is entered by the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington (the "City") and Geotechnical Resources, Inc., a corporation entity organized under the laws of the State of Oregon (the "Contractor"). The City and Contractor are collectively referred to as the “Parties” or individually as a “Party”.

RECITALS

A. The City desires to engage the Contractor to perform Services as described in this Agreement; and
B. The City advertised and issued a request for proposals, numbered 64-25 (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 $750,000.00 USD.

This payment shall be the maximum compensation for all Services including labor, materials, supplies, equipment, and incidentals necessary to complete the Services. And it shall not be exceeded without the City's prior written authorization in the form of a negotiated and executed amendment. Contractor agrees this compensation is adequate and sufficient for the timely provision of all Services under this Agreement.

City will limit compensation to the amount specified for each specific task and/or sub-task, unless amended in writing. Contractor shall complete the Services stated within the number of hours identified for each task, and/or sub-task, or for the lump sum amount associated with a task. If compensation is made on an hourly basis and the Services requires fewer hours than those estimated, the Contractor will be paid for the actual worked hours necessary to complete that task and/or sub-task. If Contractor underestimated the number of hours required to perform the Services, Contractor shall be paid up to the maximum number of hours stated for the task and/or sub-task. Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time the task and/or subtask is initiated, or for changes to the scope of services requested by City. All Deliverables (as defined in Section 8) must be acceptable to City in its sole discretion.

City will reimburse Contractor for the following travel expenses identified in its proposal upon submission of receipts to City: airfare, mileage at the approved IRS rate and lodging at the U.S. General Services Administration rates. For the avoidance of doubt, City will not reimburse Contractor wages incurred during travel time.

3. **PAYMENT FOR CONTRACTOR SERVICES**: The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, from the previous month. Invoices must be submitted to the Project Manager, Mehrin Selimgir, by email to mehrin.selimgir@cityofvancouver.us and accpay@cityofvancouver.us or by mail to City of Vancouver, Mehrin Selimgir, 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 April 30, 2031. The total term shall not exceed five years.

5. **CITY DATA; DATA SECURITY**

5.1 City Data. Contractor may obtain and process City Data in connection with the Services. "City Data" means the data City provides to Contractor in connection with the receipt of the Services and any data generated by Contractor in connection with providing the Services to City. City owns all City Data. City licenses City Data to Contractor solely for the purposes of providing the Services to City or improving the Services for City. Contractor shall not use City Data for any other purpose, including as artificial intelligence training data. Contractor acknowledges that compliance with Applicable Laws under Section 17 of the Agreement includes compliance with all applicable federal, state, and local data protection laws in its provision of the Services.

5.2 Data Security. If Contractor maintains City Data on Contractor systems it will comply with the following data security requirements.

5.2.1 Security Practices. Contractor shall develop, implement, and maintain appropriate administrative, physical, and technical safeguards that are designed to ensure the confidentiality, integrity and availability of City Data. Contractor will enact safeguards that are compliant with industry best practices for the specific City Data obtained by Contractor in connection with the Services.

5.2.2 Location of City Data. Contractor shall maintain City Data solely in data centers located in the United States.

5.2.3 Security Breaches. A "Security Breach" is any suspected or actual unauthorized access to or use of City Data in Contractor's possession.

a. Notice. Contractor will notify City within 24 hours of any Security Breach. Notice will include details regarding the Security Breach including impacted parties, specific data, and mitigation. Contractor will call 360.487.8888 (if after hours, follow prompt to connect to on-call personnel); email City with a read receipt to help.desk@cityofvancouver.us; and email to the City personnel contact for the Agreement.
b. Coordination. Immediately after Contractor provides notification of a Security Breach the Parties will begin working together to contain, mitigate, investigate, respond to and remediate the Security Breach. Contractor will cooperate with all City requests in relation to the Security Breach in compliance with Applicable Law.
c. Root Cause Analysis. As soon as possible following the Security Breach, Contractor will complete a root cause analysis and will provide a plan to City for remediation and prevention.
d. Third-Party Notice. Contractor will work together with City to ensure compliance with RCW 19.255.010 if necessary and will make no statement or send notice to any third party regarding the Security Breach without City's prior written consent.
e. Costs. In addition to its indemnification obligations, Contractor will reimburse City for all costs City incurs associated with any Security Breach, including forensic investigation, costs of providing notice to impacted parties, call centers and credit monitoring as applicable. Contractor will pay or reimburse City for all regulatory fines and other legal costs the City incurs associated with the Security Breach.

6. **DELIVERABLES - INTELLECTUAL PROPERTY** Contractor may create documents or other work product in connection with providing the Services ("Deliverables"). Contractor assigns and will assign to City all right, title, and interest in and to any Deliverables it creates in connection with providing the Services. Contractor may retain a copy of any Deliverable for its internal business purposes. Contractor's know-how, methodologies and processes are Contractor intellectual property. Contractor grants City a perpetual, irrevocable, royalty-free, worldwide license to use all Contractor intellectual property in connection with the Deliverables for any City purpose.

7. **AUDIT RIGHTS:** Contractor shall maintain records of all matters related to this Agreement in accordance with generally accepted accounting principles.

Contractor shall provide the records to City or any other governmental agency with jurisdiction for audit, at such reasonable times and places as City designates.

8. **PUBLIC DISCLOSURE COMPLIANCE:** Records relating to Agreement are subject to the following:

8.1 Confidential Information. Any record of City business, including this Agreement, related records, and City Data, is a public record under the Washington Public Records Act, codified at chapter 42.56 RCW ("PRA"). City may be required to disclose this Agreement or related records, including records in Contractor's possession, pursuant to a public disclosure request. City will provide third-party notice to Contractor before disclosing records. Public records may be subject to exemptions from disclosure under the PRA. City agrees to withhold its release of the requested records in dispute for a reasonable amount of time (approximately 10 days) to allow Contractor an opportunity to seek judicial protection pursuant to RCW 42.56.540 as adopted or amended.

8.2 Public Disclosure Compliance. City will comply with the PRA in its receipt of and response to any public disclosure request for responsive records related to this Agreement, subject to applicable exemptions. Under RCW 42.56.060, City will have no liability to Contractor for disclosure of Contractor information acting in good faith pursuant to its obligations under the PRA.

8.3 Subpoenas. If either Party receives a subpoena requiring the disclosure of the other Party's information, that Party will notify the other party and provide a reasonable time for the affected party to obtain a protective order prior to disclosing information. If a Party is prohibited by a court with jurisdiction over the matter from disclosing the subpoena, that Party will provide only the specific information required to be released under the subpoena on the advice of counsel.

8.4 City Data Confidentiality. Notwithstanding Section 8.1-3, Contractor will maintain the confidentiality of all City Data in its possession in conformance with Section 8.

9. **STANDARD OF CARE**: Contractor shall exercise the degree of skill and diligence normally employed by consultants in the same industry, performing the same or similar services. Contractor will re-perform any Services that breach this provision at no cost to City.

10. **DISPUTE RESOLUTION**: City and Contractor agree to negotiate in good faith for a period of 30 days from the date of notice of all disputes between them prior to exercising their rights under this Agreement or under law. All disputes between City and Contractor not resolved by negotiation between the Parties may be mediated only by mutual agreement of both Parties. If not mutually agreed to resolve the

claim by mediation, the claim will be resolved by legal action. The Parties agree that if litigation is necessary to enforce any of the provisions of this Agreement, each party shall pay all of their own attorney fees and costs related to the litigation.

11. **TERMINATION FOR CONVENIENCE**: City may terminate this Agreement at any time for convenience. City will pay Contractor for all Services completed up to the date of termination for convenience. A decision by City to terminate for convenience does not waive any legal rights City has to enforce the Agreement.

12. **TERMINATION FOR MATERIAL BREACH:** If Contractor materially breaches by failing to perform any of the obligations of the Agreement, including violating any law, regulation, rule, or ordinance applicable to this Agreement, or becomes insolvent or declares bankruptcy, or makes an assignment for the benefit of creditors, Contractor shall not be entitled to receive any further payments under the Agreement until the Services are completed to City's satisfaction. City may provide Contractor a cure period in its sole discretion or may terminate the Agreement and, at City's option, obtain performance of the Services elsewhere.

13. **INDEMNIFICATION:** Contractor shall indemnify, defend, and hold harmless City and its officers, councilmembers, commissioners, employees, volunteers, and agents, from any claim, liability, loss, cost, expense, suit, and damages, including attorney's fees and consulting fees relating to (a) a third party claim for intellectual property infringement relating to the Contractor's Services or the Deliverables; (b) Contractor's negligence or willful misconduct; (c) Contractor's material breach of the Agreement; (d) Contractor's non-compliance with applicable law; (e) a third-party Washington Public Records Act claim involving Contractor information; and (f) Contractor's court action to enjoin release of Contractor information under the Washington Public Records Act.

    City will promptly notify Contractor of a claim under this Section 13 and will provide reasonable cooperation to Contractor in the defense of the claim. Contractor will have control over defense and settlement of the claim, except that Contractor will not enter any settlement or related agreement without City's prior written consent. Notwithstanding the preceding sentence, City may participate in the defense or settlement of any claim with counsel of its own choosing.

    Solely for negligence indemnification claims under (b) above, if Contractor is providing architectural, landscape architectural, engineering, or land surveying services as the Services under this Agreement, and Contractor and City are

concurrently negligent, then Contractor will be required to indemnify City only to the extent of Contractor's negligence and will have no obligation to indemnify City for City's sole negligence, pursuant to RCW 4.24.115.

If Contractor or Contractor's employee is a licensed architect, professional engineer, land surveyor, or landscape architect and the Services are related to a construction project, Contractor expressly waives its industrial insurance immunity under the Washington Industrial Insurance Act Title 51 RCW. Contractor acknowledges this waiver has been mutually negotiated and the Parties desire to incorporate this waiver pursuant to RCW 4.24.115(1)(b).

14. INSURANCE: Contractor shall maintain liability insurance for all claims for damages to the City, persons or property that arise from Contractor's performance during the Term of this Agreement.

Contractor shall maintain the following insurance coverage.

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	$1,000,000
General Aggregate Per Occurrence	$2,000,000
Products & Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Blanket Contractual Liability	$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles arising from the performance of this Agreement.	
Combined Single Limit	$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
Employer's Liability	$1,000,000
Disease Each Employee	$1,000,000
Disease Policy Limit	$1,000,000
Each Claim	$1,000,000
Annual Aggregate	$1,000,000
IV. Umbrella Liability	
	$5,000,000
V. Professional Liability	

Policy shall include coverage for all claims for damages to person or property arising from the performance of this Agreement.	$1,000,000

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

a. Compliance with other Insurance Policies - Contractor will remain compliant with all other insurance obligations it may have pursuant to its personnel or applicable law.

b. Coverage Trigger - Contractor's insurance must be on an "occurrence" basis rather than claims made. This type of coverage must be indicated on the Certificate of Insurance. Professional Liability Insurance may be on a "claims" basis.

c. Additional Insured Requirement – Excluding Workers' Compensation Liability and Professional Liability, the City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as additional insureds where permissible under applicable law. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.

d. Certificates - The City of Vancouver shall be listed on the Certificate of Insurance as the Certificate Holder. Contractor will provide the Certificate of Insurance to City upon request on an ACORD or comparable form.

All policies shall be issued by an insurance company authorized to do business as an insurance company in the State of Washington.

15. **RELATIONSHIP OF THE PARTIES**. The relationship of the Parties under this Agreement is that of independent contractors. Contractor is solely responsible for the manner, method, and means of providing the Services. Contractor and its employees are not City employees and will not be entitled to or receive any benefits under this Agreement. Contractor will pay all Contractor personnel and pay all taxes, contributions, and benefits that may be required related to its personnel. Neither Party may bind the other except as expressly stated in this Agreement.

16. **SUBCONTRACTING***:* Contractor may subcontract for Services with City's prior written approval in its sole discretion. Contractor is solely responsible for its subcontractors' compliance with this Agreement and will pass through the terms of this Agreement to all subcontractors.

17. **COMPLIANCE WITH APPLICABLE LAW:** Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations ("Applicable Laws"). Contractor shall modify the Services as necessary to comply with Applicable Laws.

18. **E-VERIFY:** Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within 60 days of executing this Agreement. Contractor shall ensure all Contractor employees and any subcontractors assigned to perform Services under this Agreement are eligible to work in the United States. Contractor shall provide compliance verification upon City's request.

19. **TITLE VI COMPLIANCE**: Depending on the Services Contractor provides, the City may use federal funds to compensate Contractor. If federal funds are used. the City, Contractor, and any approved subcontractor must comply with the provisions of Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) (CRA) and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28 (1988) (CRRA). Contractor must confirm with City whether Title VI is applicable under this Agreement.

20. **EQUAL EMPLOYMENT OPPORTUNITY**: The City is an equal opportunity employer. Contractor shall not discriminate against any of its employees or applicants for employment on the basis of race, color, creed, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, citizenship or immigration status, age (40 or older), the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, genetic information, honorably discharged veteran or military status, or any other class protected by federal, state, or local employment discrimination laws.

21. **ANTI-KICKBACK**. City officers and employees shall not have or acquire an interest in the Agreement or solicit, accept, or give any item of value from a person or entity with an interest in this Agreement.

22. **PERMITS, LICENSES, AND CERTIFICATIONS**. Contractor is solely responsible for any license, permit or certificate that may be required by any federal, state or local law in connection with the performance of Contractor's obligations under this Agreement, including any business license. Contractor may contact the State of Washington Business License Service (BLS) at: 800-451-7985, www.bls.dor.wa.gov/cities/vancouver.aspx or visit the City's website found at www.cityofvancouver.us/businesslicense for assistance with the determination.

23. **COOPERATIVE PURCHASING:** The Washington State Interlocal Cooperation Act, chapter 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By executing this Agreement, Contractor agrees that other public agencies may purchase goods and services under this Agreement at their own cost. City will have no liability or obligation related to Contractor related to that separate agency agreement. Therefore, City agrees to allow other public agencies to purchase services under this Agreement so long as City is not held financially or legally liable for any separate agency services received pursuant to the Agreement, and that any public agency purchasing under this Agreement file a copy of it in accordance with RCW 39.34.040.

24. **DEBARMENT**: Contractor certifies that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal, state or local department or agency.

25. **CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT:** Supplier must agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

26. **BYRD ANTI-LOBBYING AMENDMENT:** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Suppliers that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-

Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

27. **PROCUREMENT OF RECOVERED MATERIALS**: Supplier must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

28. **NOTICES:** All notices will be hand delivered, certified mail, or sent by electronic mail if agreed by the Parties. Notice will be effective when received if hand delivered, on the delivery date if certified mail, or when an email is sent. Notice must be addressed to the Parties at:

For the City:	For the Contractor:
Anna Vogel	Matthew Shanahan
City of Vancouver	Geotechnical Resources, Inc.
415 W 6th Street	1111 Main St, Suite 515
P O Box 1995	Vancouver, WA 98660
Vancouver WA 98668-1995	Email: mshanahan@gri.com
Email: anna.vogel@cityofvancouver.us	

Either Party may update its address for notice by giving written notice to the other Party.

29. **ASSIGNMENT.** Contractor shall not assign this Agreement without the express written consent of City. Any assignment in violation of this subsection is void. All terms of this Agreement are binding on any assignee.

30. **ORDER OF PRECEDENCE:** If there is a conflict between the terms of any document, the order of precedence is as follows: Amendments to this Agreement; this Agreement; City Purchase Orders; Contractor's responsive proposal to City's solicitation; and City's

solicitation. The Parties agree that terms included on any Purchase Order or other document provided by Contractor are not part of this Agreement.

31. **SURVIVAL**. Sections 15 - 35 will survive any termination of this Agreement.

32. **WAIVER**. A Party's waiver of any term of this Agreement must be in writing and signed by the Party waiving compliance.

33. **THIRD PARTY BENEFICIARIES**. There are no third-party beneficiaries under this Agreement.

34. **GOVERNING LAW**: This Agreement is governed by the laws of the State of Washington without regard to its conflicts of laws provisions. Venue for any action arising under this Agreement will be the state or federal courts for Clark County, Washington. The Parties waive any claim of inconvenient forum.

35. **SEVERABILITY**. If a court with jurisdiction over the matter determines any clause of this Agreement is unenforceable, it shall revise the clause to reflect the intent of the Parties as closely as possible. If revision is not possible, the Court shall strike the clause and the remainder of the Agreement will remain in full force and effect.

36. **AMENDMENTS:** Any amendments to this Agreement must be in writing and signed by all Parties to this Agreement.

37. **ENTIRE AGREEMENT**: This Agreement, together with any amendments, is the entire agreement between the Parties, and supersedes any other agreement or discussion between them, whether written or oral in nature.

38. **COUNTERPARTS**. This Agreement may be signed in counterparts. Each counterpart will be deemed an original and together the separate parts will form one Agreement.

City and Contractor enter the Agreement as of the Effective Date.

CITY OF VANCOUVER
A municipal corporation

Lon Pluckhahn, City Manager

Date

Attest:

Lisa Brandl, City Clerk

Approved as to form:

City Attorney's Office

CONTRACTOR:
Geotechnical Resources, Inc.

Signature

Printed Name /Title

Date

EXHIBIT “A”:
Scope of Work

Contractor to provide on-call professional engineering services for the following categories, on an as-needed basis. The specific scope of services will be negotiated, as the need arises, during the development of specific task orders for work and will be based on the selected firm’s input as well as the City’s requirements.

Categories:

8. Geotechnical Investigation

8. Geotechnical Investigation

- Perform monitoring, infiltration testing, and/or geotechnical investigations (including borings) to support evolving site conditions and design requirements for projects

EXHIBIT C
RH2 ENGINEERING, INC.
2026 SCHEDULE OF RATES AND CHARGES
CITY OF VANCOUVER
ON-CALL WATER SYSTEM PLANNING AND DESIGN SERVICES

RATE LIST	RATE	UNIT
Professional I	$187	$/hr
Professional II	$207	$/hr
Professional III	$231	$/hr
Professional IV	$253	$/hr
Professional V	$270	$/hr
Professional VI	$290	$/hr
Professional VII	$315	$/hr
Professional VIII	$343	$/hr
Professional IX	$346	$/hr
Technician I	$148	$/hr
Technician II	$161	$/hr
Technician III	$183	$/hr
Technician IV	$196	$/hr
Technician V	$215	$/hr
Technician VI	$234	$/hr
Technician VII	$254	$/hr
Technician VIII	$267	$/hr
Administrative I	$97	$/hr
Administrative II	$112	$/hr
Administrative III	$136	$/hr
Administrative IV	$161	$/hr
Administrative V	$182	$/hr
CAD/GIS System	$27.50	$/hr
CAD Plots - Half Size	$2.50	price per plot
CAD Plots - Full Size	$10.00	price per plot
CAD Plots - Large	$25.00	price per plot
Copies (bw) 8.5" X 11"	$0.09	price per copy
Copies (bw) 8.5" X 14"	$0.14	price per copy
Copies (bw) 11" X 17"	$0.20	price per copy
Copies (color) 8.5" X 11"	$0.90	price per copy
Copies (color) 8.5" X 14"	$1.20	price per copy
Copies (color) 11" X 17"	$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Night Work	10.00%	% of Direct Labor
Mileage	$0.7250	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	

Rates listed are adjusted annually.

Staff Report: 096-26

To: Mayor and City Council
From: City Manager
Date: May 4, 2026

Subject

Interlocal Agreement between Washington State Department of Transportation (WSDOT) and the City of Vancouver to Address Homeless Encampments on WSDOT Rights-of-way

Key Points

- The Washington State Legislature provides funding to Washington State Department of Transportation (WSDOT) to coordinate and work with local government officials to provide outreach services to connect at-reach populations taking shelter inside WSDOT rights-of-way (ROW) with critical wrap-around social services and resources.
- WSDOT routes inside the city subject to this agreement include I-5, I-205, SR 14, and SR 500. City staff can request to perform outreach services on additional WSDOT routes.
- This Interlocal Agreement will remain in effect until June 30, 2027, unless amended or terminated sooner.

Strategic Plan Alignment

Housing and Human Needs – meeting basic needs and partnering with organizations to support the community

Present Situation

There are numerous homeless encampments presently on or adjacent to WSDOT ROW, which pose a risk to safety and public health of both the residents of these encampments and the broader Vancouver community. Currently, the City's Homeless Assistance & Resource Team (HART) provides outreach services on WSDOT property under a previous ILA. This ILA would allow that work to continue and the City to be reimbursed through June 30, 2027.

Advantage(s)

1. Would allow HART to provide outreach services on designated WSDOT ROW as necessary.
2. Would allow the City to be compensated by WSDOT for work done.

Challenge(s)

None

Budget Impact

WSDOT would pay the City for actual direct and related indirect costs for Outreach Services, not to exceed $200,000 over the term of this agreement.

Prior Council Review

None

Action Requested
On Monday, May 4, 2026, adopt the Interlocal Agreement with Washington State Department of Transportation (WSDOT) to address homeless encampments on WSDOT Rights-of-way.

Staff Contact
Aaron Lande, Assistant City Manager, aaron.lande@cityofvancouver.us

Attachments:
1. Interlocal Agreement

Interlocal Agreement
Between
Washington State Department of Transportation (GCC 1375)
And
City of Vancouver

This Agreement is between the Washington State Department of Transportation (WSDOT) and the City of Vancouver (City); hereinafter individually referred to as the "Party" and collectively referred to as the "Parties."

Recitals

A. Engrossed Substitute Senate Bill 6005, Section 215, 4(a), provides funding solely for WSDOT to address the risks to safety and public health associated with homeless encampments on WSDOT owned rights-of-way (ROW). WSDOT must coordinate and work with local government officials and social service organizations who provide services and direct people to housing alternatives that are not within highway ROW to help prevent future encampments from forming on highway ROW. WSDOT may reimburse local government officials that perform outreach assistance to transition people into treatment or housing that is not on the ROW and to reimburse local law enforcement to provide enhanced safety related activities along state highway ROW (Outreach Services).

B. WSDOT and the City desire to enter into an agreement to address homeless encampments on WSDOT ROW by providing local, targeted Outreach Services.

NOW THEREFORE, pursuant to chapter 39.34 RCW, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, covenants, and performances contained herein, IT IS MUTUALLY AGREED AS FOLLOWS:

1. General

1.1 The City will coordinate with social service organizations to provide Outreach Services, with assistance from local law enforcement as requested by the City, to connect at-risk populations taking shelter inside WSDOT ROW with critical wrap-around social services and resources that can aid and improve the circumstances of homeless persons ability to leave the ROW.

1.2 WSDOT routes inside the City subject to this Agreement shall include the following corridors: Interstate 5 (I-5), Interstate 205 (I-205), State Route 14 (SR 14), and State Route 500 (SR 500). If the City finds that Outreach Services are necessary on a WSDOT route not listed in this Section, the City may submit a request for approval to perform Outreach Services on said route per Section 1.3.

1.3 Prior to performing Outreach Services under this Agreement, the City representative shall request approval in writing, with email being acceptable, from the WSDOT representative. The request shall include the corridor, milepost, direction of travel, and any other relevant information. The WSDOT representative shall review the information and provide written approval or disapproval, with an explanation regarding disapproval, to the City within five (5) working days.

1.4 WSDOT hereby grants to the City, its agents, employees, contractors, and subcontractors, a right of entry upon WSDOT highway ROW, for all purposes contemplated by this Agreement.

1.5 While on WSDOT premises, the City, its agents, employees, contractors, and subcontractors shall comply with WSDOT safety, security policies, and regulations, per the WSDOT Safety Procedures and Guidelines Manual M 75-01, current edition, found at: (https://www.wsdot.wa.gov/publications/manuals/fulltext/M75-01/Safety.pdf), including requirements for the prevention of transmission of communicable diseases, such as COVID-19. All City personnel working in WSDOT ROW shall adhere to all City safety guidelines that are not superseded by WSDOT safety guidelines.

1.6 The period of performance for this Agreement shall commence on July 1, 2025, regardless of the date of execution, and shall remain in effect until June 30, 2027, unless amended or terminated sooner as provided in this Agreement.

2. Payment

2.1 In consideration of the faithful performance of the work to be done by the City in accordance with this Agreement, WSDOT will pay the City for the actual direct and related indirect costs for Outreach Services in an amount not to exceed Two Hundred Thousand Dollars ($200,000) over the term of this Agreement.

2.2 Payments shall be made by WSDOT upon receipt of an adequately documented invoice with supporting documentation from the City. Each invoice shall include the WSDOT Agreement number GCC 1375, an invoice number, the day, month, and year costs were incurred, total amount incurred to date, total amount of current invoice, and detailed information regarding the work performed.

2.3 The City shall submit invoices as work is completed but no more often than once per month. It is agreed that any partial payment will not constitute agreement as to the appropriateness of any item and that, at the time of final invoice, all required adjustments will be made and reflected in a final payment. Should an audit be performed on the Agreement, additional adjustments may be required depending upon the outcome of the audit.

2.4 WSDOT Fiscal Year End Closure Requirements (chapter 43.88 RCW): Any invoices for work performed between July 1 and June 30 of any given year must be submitted to WSDOT no later than July 6th (or the first business day after the July 4th holiday) of the same calendar year. If the City is unable to provide an invoice for such work by this date, an estimate of all remaining payable costs owed by WSDOT for work performed by the City prior to July 1 must be submitted to WSDOT no later than July 19th of the same year in order for WSDOT to accrue the amount necessary for payment. The City will thereafter submit any remaining invoices to WSDOT for such work as soon as possible. Failure to comply with these requirements may result in delayed payment. WSDOT shall not be required to pay to City late payment fees, interest, or incidental costs incurred by the City or any other costs related to a delayed payment if the City fails to comply with the invoice requirements of this Section.

2.5 Invoices for work performed by the City shall be mailed or emailed to WSDOT's representative:

WSDOT – SWR Maintenance
Attn: Jeffrey Wilson, Asst. Maintenance Supt. - Area 1
4100 Main Street
Vancouver, WA 98663
jeffrey.wilson@wsdot.wa.gov

2.6 WSDOT will review monthly invoices and associated information and will notify the City of any unallowable/disapproved costs within fifteen (15) calendar days of receiving the invoice. WSDOT will specify the reason for any unallowable/disapproved costs regarding the invoiced amounts it believes it is not responsible for and/or may request justification from the City for the unallowable/disapproved costs. If the City provides justification for the cost(s) and WSDOT approves the cost(s), the City may resubmit the unallowable/disapproved costs in a subsequent invoice, noted as a resubmittal and within sixty (60) calendar days' notice of WSDOT's notification to the City of the initial unallowable/ disapproved cost.

If not resubmitted by the City within 60 calendar days, the Parties may enter into the dispute resolution process (all unallowable/disapproved costs shall be subject to the dispute resolution process unless otherwise agreed to by the Parties) as noted in Section 3.

3. Dispute Resolution

3.1 The Parties shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this Agreement. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this Agreement.

3.2 Informal Resolution. The informal resolution process begins at the staff level and is raised to the higher organizational levels, if necessary. The levels of resolution are described below:

3.2.1 Upon receipt of a written notice of request for dispute resolution, WSDOT and the City Representatives shall meet within ten (10) working days and attempt to resolve the dispute. Any resolution of the dispute requires the agreement of all designated representatives attending the meeting who requested to attend the meeting.

3.2.2 If unresolved, the Southwest Region Regional Administrator and the City's counterpart shall jointly cooperate to informally resolve any dispute as quickly and efficiently as possible.

3.2.3 If the Parties have not resolved the dispute within five (5) working days after the second level meeting, at any time thereafter either Party may seek relief under this Agreement in a court of law. The Parties agree that they have no right to relief in a court of law until they have completed the dispute resolution process outlined in this section.

4. Modification

This Agreement may be amended or modified only by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

5. Indemnification and Insurance

5.1 To the extent permitted by law, WSDOT and the City shall protect, defend, indemnify, and save harmless each other, their respective officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, indemnifying Party's negligent acts or omissions. Neither WSDOT nor the City will be required to indemnify, defend, or save harmless each other if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from concurrent negligence of WSDOT and the City, the indemnity provisions provided herein shall be valid and enforceable only to the extent of WSDOT's or the City's own negligence. WSDOT and the City

agree that their respective obligations under this subsection extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, WSDOT and the City, by mutual negotiation, hereby waive, with respect to the other Party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. If WSDOT or the City incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this section, all such fees, expenses, and costs shall be recoverable by the prevailing Party. This indemnification shall survive the termination of this Agreement.

5.2 The City warrants that it is self-insured up to One Million Dollars ($1,000,000) and also has additional excess insurance policies totaling Twenty Million ($20,000,000) in coverage. The City's insurance coverage includes (i) general liability coverage for bodily injury, property damage, and personal injury of not less than One Million Dollars ($1,000,000) combined single limit per occurrence, with a general aggregate amount of not less than Five Million Dollars ($5,000,000) per policy period; coverage under policies shall be triggered on an "occurrence basis," not on a "claims made" basis; and (ii) commercial automobile liability coverage providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the operations under this Agreement, with a combined single limit of not less than One Million Dollars ($1,000,000) per occurrence. The City shall promptly provide a certificate of insurance from an insurer licensed to conduct business in the State of Washington, evidencing the procurement of the required insurance coverages. WSDOT shall be named as an additional insured by endorsement of the liability policy required, utilizing ISO Form 2026 (Additional Insured – Designated Person or Organization) or its equivalent without modification on any such general liability policies.

6. Governing Law and Venue

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington. If either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in Thurston County Superior Court. Further, the Parties agree that each will be solely responsible for payment of their own attorneys' fees, witness fees, and costs.

7. Independent Capacity

The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party.

8. Representatives

8.1 The representative for each Party shall be responsible for and shall be the contact person for all communications regarding work performed under this Agreement. The Parties agree if there is a change in representatives, they will promptly notify the other Party in writing, with email being acceptable, of such change. Such a change will not require an amendment to this Agreement.

8.2 WSDOT's representative is Jeffrey Wilson, Asst. Maintenance Supt. - Area 1, 4100 Main Street, Vancouver, WA 98663, direct phone (360) 619-0604, email: jeffrey.wilson@wsdot.wa.gov.

8.3 The City's representative is Aaron Lande, Assistant City Manager, City of Vancouver, 415 W. 6th Street, Vancouver, WA 98668, direct line (360) 487-8612, email: Aaron.Lande@cityofvancouver.us.

8.4 All amendments or terminations regarding this Agreement, on behalf of WSDOT, will be processed by Traci Fleming, Agreements Specialist/Area Consultant Liaison – SWR Utilities Office, 11018 NE 51st Circle, Vancouver, WA 98682, direct line (360) 905-2102, email: traci.fleming@wsdot.wa.gov.

8.5 All amendments or terminations regarding this Agreement, on behalf of the City, will be processed by Aaron Lande, Assistant City Manager, City of Vancouver, 415 W. 6th Street, Vancouver, WA 98668, direct line (360) 487-8612, email: Aaron.Lande@cityofvancouver.us.

9. Severability

Should any clause, phrase, sentence or paragraph of this Agreement or its application be declared invalid or void by a court of competent jurisdiction, the remaining provisions of this Agreement or its applications of those provisions not so declared shall remain in full force and effect.

10. Termination

Neither WSDOT nor the City may terminate this Agreement without the concurrence of the other Party. Termination shall be in writing and signed by both Parties. If this Agreement is so terminated prior to the fulfillment of the terms stated herein, the City shall be reimbursed for actual direct and related indirect expenses and costs incurred up to the date of termination, as well as the costs of non-cancelable obligations.

11. No Third-Party Beneficiaries

This Agreement is executed for the sole and exclusive benefit of the signatory Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any right, remedy or other entitlement upon any person other than the Parties hereto, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third-party, nor shall any provision herein give any third-party any right of action against any Party hereto.

12. Audits and Records

12.1 The Parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended for the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both Parties, other personnel duly authorized by either Party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six (6) years after expiration of this Agreement. The Office of the State Auditor, federal auditors, and any persons duly authorized by the Parties shall have full access and the right to examine any of these materials during this period.

12.2 If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

12.3 Records and other documents, in any medium, furnished by one Party to this Agreement to the other Party, will remain the property of the furnishing Party, unless otherwise agreed. The Parties understand that such records and documents related to this Agreement are subject to public release through state public disclosure requests. The receiving Party will not disclose or make available this material to any third parties without first giving notice to the furnishing Party and giving it a reasonable opportunity to respond. Each Party will utilize reasonable security

procedures and protections to assure that records and documents provided by the other Party are not erroneously disclosed to third parties.

13. Working Days

Working days for this Agreement are defined as Monday through Friday, excluding Washington State furlough days or state holidays pursuant to RCW 1.16.050.

14. Counterparts

This Agreement may be executed in multiple counterparts or in duplicate originals. Each counterpart or each duplicate original shall be deemed an original copy of this Agreement signed by each Party, for all purposes. Electronic signatures or signatures transmitted by email in a "pdf" may be used in place of original signatures on this Agreement. Each Party intends to be bound by its electronic or "pdf" signature on this Agreement and is aware that the other Party is relying on its electronic or "pdf" signature.

In Witness Whereof, the Parties hereto have executed this Agreement as of the date last written below.

City of Vancouver	**Washington State Department of Transportation**
By:	By:
Printed: Lon Pluckhahn	Printed:
Title: City Manager	Title:
Date:	Date:
Approved as to Form - City	**Approved as to Form - WSDOT**
By:	By: Alex M. Straub
Printed:	Printed: Alex M. Straub
Title:	Title: Assistant Attorney General
Date:	Date: April 14, 2026

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

Staff Report: 097-26

To: Mayor and City Council
From: City Manager
Date: May 4, 2026

Subject
Amendment to City Council Policy 100-32

Key Points

- City Council policies and procedures provide a valuable operational framework which, though non-legally binding, is generally followed absent more specific, policy-level direction from the City Council.
- The Vancouver City Council meets periodically to review its policies and make amendments as necessary.
- On March 2, 2026, City Council discussed changes to City Council Policy 100-32 as outlined more fully below.

Strategic Plan Alignment
High Performing Government – a government that is reliable, fiscally responsible, equitable, and open to compromise

Present Situation
The City Council's operating policies and procedures were originally adopted in 1999. Periodic review and update to the policies are necessary to reflect changes in City policy as well as best practices in municipal governance and state law.

Vancouver City Council Policy 100-32 was last amended on February 24, 2025, by passage of Resolution M-4327.

The City Council discussed its policies on March 2, 2026, and expressed interest in making further refinements to Policy 100-32. Attached for City Council's consideration are proposed modifications that, if adopted, would:

- Designate City Council meetings as limited public forums that allow the presiding officer to conduct the business of the City.
- Add provisions that prohibit displaying campaign-related messages during meetings.
- Provide rules and guidelines for those wishing to testify.
- Establish authority of the presiding officer, City Manager or City Manager's designee to enforce the rules.
- Update timing of Council meetings to reflect the current format.

Advantage(s)

- Provides clarity on the rules of conduct and consequences of failure to comply with the rules.
- Applies the rules to meetings of the City Council, boards, commissions and work groups
- Prohibits the display of campaign-related messages during these meetings

Challenge(s)
None

Budget Impact
None

Prior Council Review
March 2, 2026 - Workshop

Action Requested
On Monday, May 4, 2026, finalize and approve the resolution.

Staff Contact
Nena Cook, City Attorney, nena.cook@cityofvancouver.us

Attachments:
1. Resolution
2. Policy 100-32 - Track Changes
3. 100-32 Council Meetings - Clean

5/4/2026

RESOLUTION NO. M- [Resolution Number]

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

WHEREAS, Council policies and procedures provide a valuable operational framework and are reviewed periodically by the City Council for updates and revisions; and

WHEREAS, the Vancouver City Council met on March 2, 2026, reviewed Council Policy 100-32, and identified areas for revision and improvement.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. That as recommended in SR_____ and materials attached thereto, the attached revisions to City Council Policy and Procedure entitled "City Council Meetings," No. 100-32, last modified February 24, 2025, by Resolution M-4327, are hereby adopted.

Section 2. Effective Date. This Resolution together with its prescribed changes to City Council Policy 100-32 shall become effective immediately.

ADOPTED at a Regular Meeting of the Vancouver City Council this 4th day of May, 2026.

Anne McEnerny-Ogle, Mayor

Attest:

_____
Lisa Brandl, City Clerk

Approved as to form:

_____
Nena Cook, City Attorney

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POLICY AND PROCEDURE

CITY OF VANCOUVER WASHINGTON	INDEX Administrative/Council/City Manager			
Subject **City Council Meetings**	**Number** 100-32	**Rev.** M	**Effective Date** May 4, 2026 ~~2/24/25~~	**Page 1 of 14**
	Supersedes ~~8/1/2024~~2/24/2025	**Prepared by:** DocuSigned by: 55D2166E007B430...	**Approved by:** DocuSigned by: Anne McEnerny-Ogle 6C89D9089EC5424...	

1.0 Purpose

The purpose of this policy is to establish formal procedures for the conduct of City Council meetings.

2.0 Organizations Affected

City Council/City Manager

3.0 References

City Council Resolution M-3239, August 9, 1999
City Council Resolution M-3258, November 22, 1999
City Council Resolution M-3350, July 23, 2001
City Council Resolution M-3412, December 12, 2002
City Council Resolution M-3607, April 16, 2007
City Council Resolution M-3737, March 21, 2011
City Council Resolution M-3844, December 15, 2014
City Council Resolution M-3912, November 14, 2016
City Council Resolution M-3980, September 24, 2018
City Council Resolution M-4157, December 13, 2021
City Council Resolution M-4172, June 6, 2022
City Council Resolution M-4201, December 19, 2022
City Council Resolution M-4204, January 9, 2023
City Council Resolution M-4287, July 15, 2024
City Council Resolution M-4327, February 24, 2025
City Council Resolution M-____, May 4, 2026

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4.0 Presiding Officer

The Presiding Officer at all meetings of the Council is the Mayor, and in the absence of the Mayor, the Mayor Pro Tempore will act in that capacity. If both the Mayor and Mayor Pro Tempore are absent, the most senior member in attendance shall act in that capacity. Seniority amongst members of the Council shall be established according to the date members first join the Council. In the event two or more members of the Council are elected from the same election, seniority among such members shall be established according to number of votes received (such that the highest available seniority is conferred to the Councilmember-elect who received the greatest number of votes).

4.1. Choosing Mayor Pro Tempore

The Mayor Pro Tempore shall be chosen according to *Section 2.04 of the Vancouver City Charter* and Ranked Choice Voting. All members of the City Council, including those nominated for Mayor Pro Tempore, shall vote unless they abstain for a qualifying reason. See Section 10.16.3. The City Council Assistant shall prepare and circulate a ballot containing the names of all nominees. Council members will then be given an opportunity to fill out and return their ballot to the City Council Assistant who will tally the votes as follows:

- If a nominee receives 50 percent or more of first-choice votes, that nominee wins.
- If no nominee exceeds 50 percent of first-choice votes, the nominee(s) in last place is/are eliminated. All the votes for the eliminated nominee(s) are then reallocated to whichever nominee those voters ranked second.
- The elimination process is repeated until one nominee receives over 50 percent of the vote.

In the event that the first round of ranked choice voting results in a tie between two or more nominees, the Presiding Officer may call for further discussion from the City Council and repeat the process above, as needed, until a Mayor Pro Tem has been selected. Copies of all counted ballots will be affixed to the meeting minutes.

4.2. Obligations of Presiding Officer

The Presiding Officer shall:

(1) Preserve order and decorum in the Council chambers in accordance with Section 10.14;
(2) Observe and enforce all rules adopted by the Council;
(3) Decide all questions on procedure and order, in accordance with these rules, subject to appeal by a Councilmember;
(4) Recognize Councilmembers in the order in which they request the floor, giving every Councilmember who wishes an opportunity to speak. The Presiding Officer, as a Councilmember, shall have only those rights, and shall be governed in all matters and issues by the same rules and restrictions as other Councilmembers.

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(5) From time to time, appoint Councilmembers to serve on ad hoc committees.

5.0 General Information

5.1. Meetings Schedule

City Council meetings are typically held on the first, second, third, and fourth Mondays of a month ("Regular Meetings") in the City Council Chambers, 415 West 6th Street, Vancouver, Washington. Special Meetings may be scheduled on the fifth Monday of a month on an as- needed basis for in-depth policy discussions, and other dates upon proper notice. (RCW 42.30.080).

The Vancouver City Charter requires that Council meet "regularly" but not less often than twice each month. All Regular meetings will begin at 6:30 p.m., unless otherwise advertised, and will adjourn no later than 11 p.m. To continue past this time, a majority of the Council must concur.

In the event a City-recognized holiday occurs on Monday, the Council shall not meet. The City Manager's Office will develop the next year's annual Council meeting schedule by December 1 each year. The meeting calendar will be presented for Council approval at the first meeting in December.

The adopted annual schedule will be distributed to Council, the media, and all City departments, and will placed on the City's website before January 1 of each year. City Council may, at any time, add, cancel or change a meeting date and/or time by a majority vote of the Council and proper notification to the press. Special meetings not included in the adopted annual meeting schedule may be called in accordance with Section 9.0.

5.2. Quorum

At all meetings of the Council, a majority of the Council constitutes a quorum for the transaction of business, but a lesser number may adjourn from day to day or until the time of the next regular meeting and may compel the attendance of absent members in such manner and under such penalties as the City Council shall prescribe. *(Section 2.10 of Vancouver City Charter)*

5.3 Councilmember Absences from Meetings

Councilmembers shall inform the Mayor or City Manager, as well as Council Assistant, if they are unable to attend any Council meeting, or if they will be late to any meeting. A majority vote is required following the initial meeting roll call to excuse any Councilmember absence as outlined per Section 10.1.

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5.4. Council Seating

The Presiding Officer and six elected Councilmembers sit on a dais facing the public with the Presiding Officer seated in the middle. The Councilmembers are seated based on seniority, with the most senior Councilmember seated on the Presiding Officer's left side and continuing in decreasing seniority away from the Presiding Officer. Maintaining order, exceptions may be made to balance seating on the dais. The order is continued at the far opposite side of the dais and progressing toward the Presiding Officer's right side, resulting in the least senior Councilmember seated on the Presiding Officer's right side.

5.5 Council Meeting Staffing

The City Manager shall attend all meetings of the Council. In the event of the City Manager's absence, the Deputy City Manager shall attend. At the discretion of the City Manager, the Deputy City Manager, department heads, and other staff members shall attend. The City Manager may make recommendations to the Council and shall have the right to take part in the discussions of the Council but shall have no vote.

5.6 Recording Proceedings

The City Clerk, or ~~delegate~~ designee, shall maintain action minutes of all Regular, Special Meetings and Workshops of the Council in accordance with statutory requirements and Section 2.11 of the Vancouver City Charter. Such minutes shall be open to public inspection and will also be posted on the City's website. City Council meeting minutes can be corrected if in error but shall not be revised without a majority affirmative vote of the Council at a regularly scheduled Council meeting.

5.7 Broadcasting

Regular meetings, including workshops, are cablecast live and replayed on CVTV-23 and CVTV-323, and streamed live at www.cvtv.org, to the extent consistent with this policy and whenever reasonable use of technology allows.

5.8 Media Representation at Council Meetings

All public meetings of the City Council and its advisory committees shall be open to the media, freely subject to recording by radio, television, electronic, and photographic services at any time, provided that such arrangements do not interfere with the orderly conduct of the meeting.

6.0 Order of Business

Regular meetings shall follow a general order of business to ensure consistency and enhance public expectations as to the general format of the agenda.

Modifications to the order of business and meeting format as provided for in Sections 6.1 may occur in the event of scheduling necessities or by Council action.

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6.1. Regular Meetings

The order of the agenda for Regular Council meetings will be as follows:

- Pledge of Allegiance
- Call to Order and Roll
- Approval of Minutes
- Proclamations and Special Presentations
- Community Member Communication
- Consent Agenda
- Public Hearings
- New Business
- Unfinished Business
- Communications
    - From the Council
    - From the Mayor
    - From the City Manager
- Adjournment

6.1.1. Regular Meetings with a Community Communication Forum

The agenda for Regular Meetings with a Community Communication Forum will follow the same order as Regular Meetings except:

- CVTV Coverage will end following Communications from the City Manager, following which there will be no Final Action[1] by the Council; and
- Communications from the Community (the Monthly Community Forum) will be the last agenda item preceding adjournment.

7.0 Workshops

At the discretion of Council, Council workshops are held Mondays from approximately 4 p.m. to 6 p.m. Occasionally, the Mayor and City Manager may extend workshops beyond this timeframe as needed. Workshop times will be published on the final agenda, and Councilmembers will be given as much advance notice as possible if a workshop is scheduled to fall outside this normal timeframe.

During these meetings, items needing in-depth discussion are introduced and reviewed. No formal action is taken at workshops. Formal action is defined as a collective positive or negative decision following an actual vote by a majority of the Council upon a resolution, order or ordinance.

[1] Once the Presiding Officer has ordered that CVTV end the television broadcast of a regular City Council meeting, no additional Final Action shall be taken. "Final Action" as used in this policy means a collective positive or negative decision, or an actual vote by a majority of the members of a governing body when sitting as a body or entity, upon a motion, proposal, resolution, order, or ordinance. (See also, RCW 42.30.020.)

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Council will, on a regular basis, be provided with an on-going preview of upcoming workshops.

8.0 Executive Sessions

An Executive Session is a council meeting or portion of a council meeting that is closed except to the Council, City Manager and authorized staff members and/or consultants authorized by the City Manager. The public is restricted from attendance. Executive Sessions may be held during Regular meetings, Workshops or Special council meetings and will be announced by the Mayor. Before convening an Executive Session, the Mayor shall announce the purpose of the meeting and the anticipated time when the session will be concluded. Should the session require more time, a public announcement shall be made that the meeting is being extended and the duration of the extension. Executive Sessions shall be held in accordance with the provisions of the Washington State Open Public Meetings Act. Council Regular Meetings, and Workshops are "regular meetings" as that term is defined by RCW 42.30.075 and used in RCW 42.30.110(1).

9.0 Special Meetings

The C~~e~~ity C~~e~~lerk shall call special public meetings of the City Council upon the ~~approval~~ written request of the Mayor or ~~a majority of the~~any two Councilmembers. Any request shall state the subjects to be considered at such special meeting and no other subject shall there be acted upon. (Section 2.10 of the Vancouver City Charter) ~~2.10 of the Vancouver City Charter)~~

Notice of every special meeting shall be given in writing personally, by fax or email to every Councilmember, to the City Manager, to the City Attorney, and to all local news media representatives who have on file with the city clerk a request for such notices. The notice shall be posted on the City's website, prominently displayed at the main entrance to City Hall and the meeting site if the meeting is not being held at City Hall. The notice must be delivered or posted at least 24 hours before the meeting. The notice shall state the place and time of the meeting and the business to be conducted. The Council shall not make final disposition of any matter not included in the notice.

Councilmembers are active in their community and attend many meetings and events. The people of Washington have declared that all meetings of a public agency shall be open and public. When a quorum of the council is present at a meeting where action is taken, the meeting is subject to the Open Public Meetings Act. A "meeting" of the Council occurs "when a majority of its members gathers with the collective intent of transacting the governing body's business."[2] "Action" is broadly defined as the transaction of the official business of an agency including "deliberations, discussions, considerations, reviews, [and] evaluations" and receipt of testimony.[3] If Councilmembers plan to attend an event or meeting with the intent of transacting City business, they should notify the City Manager's Office so that it can be determined if a quorum of the Council will be present. If a quorum will be present the City Manager's Office will provide a notice of a special meeting of the

[2] Citizens All. for Prop. Rights Legal Fund v. San Juan County, 184 Wn.2d 428, 444, 359 P.3d 753, 761 (2015).
[3] RCW 42.30.020

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Council. In order to prepare and give notice of the meeting, Councilmembers need to notify the City Manager's Office at least one week before the meeting.

If a quorum of Council is present at an event or meeting without notice having been provided, Councilmembers shall "self-police" by either having members leave to avoid a quorum or by not sitting together and not discussing City business. In the absence of an agreement otherwise, the Councilmember(s) whose arrival triggered the quorum shall leave the event or meeting.

10.0 Council Meeting Protocol

10.1 Call to Order and Roll Call

The Presiding Officer shall call the meeting to order and request the Council Assistant call roll of Councilmember attendance. Lack of response by a Councilmember at the time of roll call will indicate the absence of that Councilmember. A majority vote is required to excuse any Councilmember absence. Councilmembers should provide advance notice of absences whenever possible, as provided for in Section 5.3.

10.2 Changes to Agenda Item Order

The Presiding Officer may, with the ~~concurrence~~ approval of a majority of the Councilmembers, take agenda items out of order, or change the order of the agenda, or add items to the agenda.

10.3 Approval of Minutes

Meeting minutes shall be approved by a majority vote of the Council. Councilmembers who were absent from the meeting may either vote on approval of those minutes or may choose to abstain from voting.

10.4 Formal Proclamations and Special Presentations

A proclamation is an official announcement or recognition as defined and signed by the Mayor. The issuance of a proclamation at a Council meeting shall be at the discretion of the Mayor.

Proclamations will be briefly summarized by the Mayor and presented to the recipient(s). The recipient(s) will be allowed to make brief comments.

Special presentations include, but are not limited to, retirements, commendations and recognition by the Mayor and City Council. Audience applause may be permitted following proclamations and presentations at the discretion of the Presiding Officer.

10.5 Community Member Communications on Agenda Items

Members of the public are invited to speak for a total of approximately three minutes each about any item on that evening's Council Agenda that is not already scheduled for public

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hearing or which otherwise allows for public testimony. Such public comment is taken at the beginning of the meeting under Community Member Communication and is subject to the provisions of Section 10.14. A total of ninety (90) minutes of public testimony (or less depending on the number of speakers) will be taken on the Agenda, unless the opportunity for public testimony is extended by majority vote of the Council.

Item numbers to be considered under Community Member Communications shall be indicated on the agenda. Testimony taken under Community Member Communications shall follow protocol set forth in Section 10.14.

10.6 Consent Agenda

Items appearing on the Consent Agenda are routine items voted on by a single motion. Typical items include payment of bills, awarding contracts, adoption of resolutions that do not require a public hearing, and first reading of ordinances. Any Councilmember may remove any item from the Consent Agenda for discussion and separate action. Councilmembers should indicate which items they wish to pull from the Consent Agenda prior to the Council's vote on the full Consent Agenda.

10.7 Ordinances for First Reading

First readings of ordinances shall follow the provisions provided for in the City of Vancouver Charter, Section 2.13. Upon passage at first reading, City Council sets a date for second reading and public hearing. The Presiding Officer shall read the title of any ordinance passed on first reading into the record.

10.8 Public Hearings

Public hearing items are those specific items being considered by Council on which community members are invited to present their views. Certain item types may be required by law to be scheduled as a public hearing. The Presiding Officer will state the public hearing procedures before each public hearing. Except as otherwise required by law, or otherwise announced by the Presiding Officer, a total of ninety (90) minutes of public testimony (or less depending on the number of speakers) will be taken on the Public Hearings. Provided, that the opportunity for public testimony on Public Hearings may be extended by majority vote of the Council.

All public hearings are advertised in The Columbian at least three days in advance, or as required by law, and information is posted on the City's website. In an emergency, most public hearings can be called within 24 hours with proper media notification, unless longer notice is required by law.

Public testimony on public hearing items is subject to the provisions of Section 10.14.

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10.9 Ordinances for Second Reading and Public Hearing

Community members are invited to present their views on proposed ordinances before a final vote by Council. All public hearings on proposed ordinances are advertised in accordance with Section 10.8.

The Presiding Officer shall read into the record the title of any ordinance appearing for second reading at the time of its consideration on the agenda. Second readings of ordinances shall follow the provisions provided for in the City of Vancouver Charter, Sections 2.14 and 2.15.

10.10 Council and City Manager Communications

City Councilmembers, Mayor and the City Manager make special announcements or provide updates on current issues or items of Council interest.

Councilmembers, the Mayor and the City Manager may also present new proposals and seek feedback on such at this time.

10.11 Community Member Forum

~~A Community Member Forum will generally be conducted at the last Regular Meeting of each month.~~ Each forum will be conducted as either a "Regular Meeting with a Community Communication Forum" (Section 6.1.1 and Section 10.11.1) or as a "Quarterly Community Forum" (Section 10.11.2).

10.11.1 Regular Meeting with a Community Forum

Each Regular Meeting with a Community Forum will be audio recorded by the Council Assistant and conducted in a manner such that it is fully compliant with Washington's Open Public Meetings Act (RCW 42.30), but in general, will not be televised. At each ~~monthly~~ community forum, members of the public are invited to speak for a total of approximately three minutes each on any lawful topic related to City business. Such public comment is subject to the restrictions, limitations, and provisions of Section 10.14. Advance registration is required for remote testimony as specified in Section 10.14. A total of nine~~six~~ty (9~~6~~0) minutes of public testimony (or less depending on the number of speakers) will be taken at the ~~monthly~~ community forum, unless the opportunity for public testimony is extended by majority vote of the Council. Community member forum events shall also be subject to the provisions of Section 5.1 requiring adjournment by 11 p.m. unless extended by majority vote of the City Council.

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10.11.2 Quarterly Community Forum

A Quarterly Community Member Forum will be held four times per year, approximately coinciding with the last Regular meeting in each quarter of the year and at additional meetings as noticed and announced. The format of these Community Member Forums, and at additional meetings as noticed and announced, may vary from quarter to quarter and will be conducted in accordance with Ground Rules announced in advance of the meeting notice and/or by the Presiding Officer at the beginning of the meeting.

10.12 New Business

Matters that do not appear on the agenda may be raised as new business.

10.13 Unfinished Business

Council discusses ongoing issues or items continued from earlier meetings.

10.14 Public Testimony and Conduct

10.14.1 Designation as Limited Public Forum.

Although the City Council desires to allow the opportunity for public comment, the business of the City must proceed in an orderly, timely manner. Council meetings and meetings of the City's boards, commissions, committees and workgroups (collectively, "C~~C~~overed M~~m~~eetings") are considered a 'limited public forum' which means the time, place and manner of speech can be regulated.

10.14.2 Registration and Submission of Written Materials.

Speakers who wish to testify before the City Council are required to complete a "Testimony Registration Form" which requests the speaker's name, address, agency or group represented, the item the speaker wishes to testify on, and their position on the subject. Distinct cards will be used to identify whether community members wish to offer testimony on items that appear on the agenda or, if applicable, as a part of a community forum. Advance registration is required.

Those who wish to testify in-person, must submit a written Testimony Registration Card to the City Council Assistant by the beginning of the meeting or at such later time as the Presiding Officer may permit.

Community members who wish to submit written testimony, or testify through the City's remote meeting platform, must register online by 12:00 p.m. on the day of the meeting. Copies of written testimony shall be distributed to the City Council in advance of the meeting. Council prefers lengthy written testimony to be submitted at least a week prior, so Council has a chance to fairly consider the comments.

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10.14.3 Time, place, and manner of permitted comments.

Community members may present verbal comments when recognized by the Presiding Oofficer and invited to speak. Comments shall only be made from one of the testimony tablepodium microphones, or via online testimony. No comments shall be made from any other location, and anyone making "out of order" comments or noises shall be subject to removal from the meeting pursuant to Section 10.14.5. In addition, members of the public may not play audio or video recordings of themselves or anyone else.

When recognized, speakers will be invited by the Presiding Officer to step up to the place designated for testimony, give their name and place of residence for the record, and limit remarks to approximately three minutes. All remarks will be addressed to the Council as a whole. Public comments are opportunities for speakers to briefly address the entire Council, and those speaking are to address members of Council and not the audience.

10.14.4 Prohibited Conduct.

Members of the audience are prohibited from disrupting, disturbing, delaying or impeding the orderly conduct of a meeting of the Vancouver City Council or any of its boards, commissions or work groupsother Ceovered Mmeeting. Therefore, each person who addresses the Presiding OfficerChair Council, or its boards, commissions, or work groupsor at any other Ceovered Mmeeting, shall do so in an orderly manner, upon recognition by the Presiding Officer, and refrain from disorderly words or conduct.

The term "disorderly words or conduct" as used in this City Council Policy means that those addressing the City Council shall not, by words or action, engage in unlawful conduct or make any threatening, harassing, slanderous, profane, or prohibited political[4] remarks to any member of the Council, committee members, commission members, board members, staff or the general public. Disorderly conduct also includes displaying campaign-related signs or wearing campaign-related gear including buttons, hats, sashes, or T-shirts. Any person who violates this policy while addressing the Council, or disrupts or otherwise impedes the orderly conduct of any Council Covered Mmeeting– by engaging in disorderly conduct, may be requested to leave the meeting and may have their right to provide verbal comment suspended pursuant to Section 10.14.5.

10.14.5 Enforcement and Suspension of Verbal Comment Rights.

The Presiding Officer, City Manager, or City Manager's designee has the authority to enforce the Rules of the City Council and preserve order at all meetings of the Council, its boards, commissions, committees, or work groups, and to cause the removal of any person from any meeting for disorderly words or conduct as described herein, or for otherwise disrupting, disturbing, delaying or impeding the orderly conduct of a Council meeting. The Presiding Officer and City Manager may command assistance of any peace officer of the City to enforce all lawful orders to

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restore order at any meeting.

[4] Pursuant to RCW 42.17A.555, the City is prohibited from allowing testimony in support or opposition to any ballot proposition except as expressly allowed by law. The City is also prohibited from allowing testimony in support of any person's campaign for an elective office.

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Conduct in any form that interferes with ~~Council's ability to timely conduct~~ the business of the City will not be allowed. If a situation arises where a speaker exceeds the three minutes (unless permitted to continue by the Presiding Officer), is speaking on matters other than City business, or is otherwise disruptive in a manner that interferes with the ability ~~of the Council~~ to conduct the business of the City pursuant to Section 10.14.4, the City Clerk, with permission of the ~~Mayor~~Presiding Officer, will turn off the microphone, and the ~~Mayor~~ Presiding Officer will ask the speaker to please stop talking and step away from the ~~podium~~testimony table. In the case of remote meetings, the speaker will be muted.

If the speaker continues after the first request, the Presiding Officer~~Mayor Presiding Officer Chair~~ will ask the speaker once again to stop talking, and will warn the speaker that failure to stop will result in a suspension of their privilege to speak at public comment at ~~a City Council meeting or~~ any ~~other~~ Ceovered M~~m~~eeting for 90 days. If the speaker continues, the Presiding Officer~~Mayor~~ will gavel in a five-minute recess and the speaker who caused the disruption shall be issued a written notice of 90-day suspension of the right to provide verbal comment at any Open Public Meeting of the Vancouver City Council ~~its boards, committees, commissions, or work groups~~or at any other Ceovered M~~m~~eeting. In the event the same speaker disrupts a second public meeting of the City of Vancouver within 1-year of their first notice of suspension, they shall be issued a 180-day suspension of the right to provide verbal comment.

Upon return from recess, public comment will start again with a caution from the ~~Mayor~~ Presiding Officer that if any other speaker refuses to stop talking after being asked to do so after the three minutes or is otherwise disruptive, the remainder of the public comment for the night will be terminated.

10.15 Council Discussion

All Council discussion shall be governed by Robert's Rules of Order, Newly Revised. The City Attorney is the Parliamentarian. Every Councilmember shall be provided with a copy of Robert's Rules of Order, Newly Revised when first joining the Council.

10.16 Voting

10.16.1 Roll Call Votes

The Council Assistant will take a roll call vote, if requested by the Presiding Officer, a Councilmember, or as required by law. The roll call vote shall be by seniority with the least senior member voting first.

10.16.2 Tie Vote

The passage of a Motion, Resolution or Ordinance is lost by a tie vote, provided that the question may be brought forward again at the request of any member at the same meeting or at the next meeting when any members who were absent or

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disqualified at the time of the tie vote are present.

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10.16.3 Votes on Questions

Each member present shall vote on all questions put to the City Council except on matters on which he or she has been disqualified for a conflict of interest or under the Appearance of Fairness Doctrine. Such a member shall disqualify himself or herself prior to any discussion of the matter. If abstaining, the Councilmember must state the reasons for abstaining, identifying one or more of the following: (1) an excused absence from the prior council meeting and/or (2) a conflict of interest and/or (3) an Appearance of Fairness issue. See Policy 100-39. A Councilmember, who abstains but fails to identify the absence, conflict of interest and/or Appearance of Fairness issue, will be considered to have voted for the majority's position in respect to questions before the council and have their vote so recorded. When disqualification of a member or members results, or would result, in the inability of the Council to act on a matter on which it is required by law to take action, any member who is absent or who is disqualified under the Appearance of Fairness Doctrine may subsequently participate, provided such member first shall have reviewed all materials and listened to all tapes of the proceedings in which the member did not participate.

10.17 Adjournment

There being no further business, the Presiding Officer adjourns the meeting.

11.0 Agenda Preparation

11.1 General Information

The City Manager's office will prepare an agenda for each Council meeting specifying the time and place of the meeting and set forth a brief general description of each item to be considered by the Council. The agenda is subject to approval by the Mayor and the City Manager.

11.2 Placing Item on the Agenda

An item may be placed on a Council meeting agenda by any of the following methods:

(1) By any two (2) or more Councilmembers,
(2) By the City Manager, or
(3) By the Mayor.

11.3 Adding an Item to a Published Agenda

An item may be added to a Regular meeting agenda, per Section 11.2, after the agenda is closed and the notice published if an amended agenda is published, provided to the Mayor and City Councilmembers and posted on the City's website prior to the subject meeting date.

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An item may be added to a Regular meeting agenda on the subject Council meeting date as a walk-on item if the Councilmember or City Manager requesting the addition of the item explains the necessity and receives a majority vote of the Council to amend the agenda at the public meeting.

11.4 Agenda Finalization Schedule

Agenda materials will be available at City Hall and on the City's website for City staff, the media and public by Wednesday prior to the meeting. Agenda materials will be available for Councilmembers by Tuesday prior to the meeting.

Title: Administrative/Council/City Manager	
Policy and Procedure Number: **100-32**	Supersedes (Number and Title): 2/24/25
Citywide policy: City Council Meetings	
Effective Date: May 4, 2026	Approved by (Name, Title and Signature):

1.0 Purpose

The purpose of this policy is to establish formal procedures for the conduct of City Council meetings.

2.0 Organizations Affected

City Council/City Manager

3.0 References

City Council Resolution M-3239, August 9, 1999

City Council Resolution M-3258, November 22, 1999

City Council Resolution M-3350, July 23, 2001

City Council Resolution M-3412, December 12, 2002

City Council Resolution M-3607, April 16, 2007

City Council Resolution M-3737, March 21, 2011

City Council Resolution M-3844, December 15, 2014

City Council Resolution M-3912, November 14, 2016

City Council Resolution M-3980, September 24, 2018

City Council Resolution M-4157, December 13, 2021

City Council Resolution M-4172, June 6, 2022

City Council Resolution M-4201, December 19, 2022

City Council Resolution M-4204, January 9, 2023

City Council Resolution M-4287, July 15, 2024

City Council Resolution M-4327, February 24, 2025

City Council Resolution M-_____, May 4, 2026

4.0 Presiding Officer

The Presiding Officer at all meetings of the Council is the Mayor, and in the absence of the Mayor, the Mayor Pro Tempore will act in that capacity. If both the Mayor and Mayor Pro Tempore are absent, the most senior member in attendance shall act in that capacity. Seniority amongst members of the Council shall be established according to the date members first join the Council. In the event two or more members of the Council are elected from the same election, seniority among such members shall be established according to number of votes received (such that the highest available seniority is conferred to the Councilmember-elect who received the greatest number of votes).

4.1 Choosing Mayor Pro Tempore

The Mayor Pro Tempore shall be chosen according to *Section 2.04 of the Vancouver City Charter* and Ranked Choice Voting. All members of the City Council, including those nominated for Mayor Pro Tempore, shall vote unless they abstain for a qualifying reason. See Section 10.16.3. The City Council Assistant shall prepare and circulate a ballot containing the names of all nominees. Council members will then be given an opportunity to fill out and return their ballot to the City Council Assistant who will tally the votes as follows:

- If a nominee receives 50 percent or more of first-choice votes, that nominee wins.
- If no nominee exceeds 50 percent of first-choice votes, the nominee(s) in last place is/are eliminated. All the votes for the eliminated nominee(s) are then reallocated to whichever nominee those voters ranked second.
- The elimination process is repeated until one nominee receives over 50 percent of the vote.

In the event that the first round of ranked choice voting results in a tie between two or more nominees, the Presiding Officer may call for further discussion from

the City Council and repeat the process above, as needed, until a Mayor Pro Tem has been selected. Copies of all counted ballots will be affixed to the meeting minutes.

4.2 Obligations of Presiding Officer

The Presiding Officer shall:

(1) Preserve order and decorum in the Council chambers in accordance with Section 10.14;
(2) Observe and enforce all rules adopted by the Council;
(3) Decide all questions on procedure and order, in accordance with these rules, subject to appeal by a Councilmember.
(4) Recognize Councilmembers in the order in which they request the floor, giving every Councilmember who wishes an opportunity to speak. The Presiding Officer, as a Councilmember, shall have only those rights, and shall be governed in all matters and issues by the same rules and restrictions as other Councilmembers.
(5) From time to time, appoint Councilmembers to serve on ad hoc committees.

5.0 General Information

5.1 Meetings Schedule

City Council meetings are typically held on the first, second, third, and fourth Mondays of a month ("Regular Meetings") in the City Council Chambers, 415 West 6th Street, Vancouver, Washington. Special Meetings may be scheduled on an as-needed basis for in-depth policy discussions, and other dates upon proper notice. (RCW 42.30.080).

The Vancouver City Charter requires that Council meet "regularly" but not less often than twice each month. All Regular meetings will begin at 6:30 p.m., unless otherwise advertised, and will adjourn no later than 11 p.m. To continue past this time, a majority of the Council must concur.

In the event a City-recognized holiday occurs on Monday, the Council shall not meet. The City Manager's Office will develop the next year's annual Council meeting schedule by December 1 each year. The meeting calendar will be presented for Council approval at the first meeting in December.

The adopted annual schedule will be distributed to Council, the media, and all City departments, and will placed on the City's website before January 1 of each year. City Council may, at any time, add, cancel or change a meeting date and/or time by a majority vote of the Council and proper notification to the press. Special meetings not included in the adopted annual meeting schedule may be called in accordance with Section 9.0.

5.2 Quorum

At all meetings of the Council, a majority of the Council constitutes a quorum for the transaction of business, but a lesser number may adjourn from day to day or until the time of the next regular meeting and may compel the attendance of absent members in such manner and under such penalties as the City Council shall prescribe. *(Section 2.10 of Vancouver City Charter)*.

5.3 Councilmember Absences from Meetings

Councilmembers shall inform the Mayor or City Manager, as well as Council Assistant, if they are unable to attend any Council meeting, or if they will be late to any meeting. A majority vote is required following the initial meeting roll call to excuse any Councilmember absence as outlined per Section 10.1.

5.4 Council Seating

The Presiding Officer and six elected Councilmembers sit on a dais facing the public with the Presiding Officer seated in the middle. The Councilmembers are seated based on seniority, with the most senior Councilmember seated on the Presiding Officer's left side and continuing in decreasing seniority away from the Presiding Officer. Maintaining order, exceptions may be made to balance seating on the dais. The order is continued at the far opposite side of the dais and progressing toward the Presiding Officer's right side, resulting in the least senior Councilmember seated on the Presiding Officer's right side.

5.5 Council Meeting Staffing

The City Manager shall attend all meetings of the Council. In the event of the City Manager's absence, the Deputy City Manager shall attend. At the discretion of the City Manager, the Deputy City Manager, department heads, and other staff members shall attend. The City Manager may make recommendations to the

Council and shall have the right to take part in the discussions of the Council but shall have no vote.

5.6 Recording Proceedings

The City Clerk or designee shall maintain action minutes of all Regular, Special Meetings and Workshops of the Council in accordance with statutory requirements and Section 2.11 of the Vancouver City Charter. Such minutes shall be open to public inspection and will also be posted on the City's website. City Council meeting minutes can be corrected if in error but shall not be revised without a majority affirmative vote of the Council at a regularly scheduled Council meeting.

5.7 Broadcasting

Regular meetings, including workshops, are cablecast live and replayed on CVTV-23 and CVTV-323, and streamed live at www.cvtv.org, to the extent consistent with this policy and whenever reasonable use of technology allows.

5.8 Media Representation at Council Meetings

All public meetings of the City Council and its advisory committees shall be open to the media, freely subject to recording by radio, television, electronic, and photographic services at any time, provided that such arrangements do not interfere with the orderly conduct of the meeting.

6.0 Order of Business

Regular meetings shall follow a general order of business to ensure consistency and enhance public expectations as to the general format of the agenda.

Modifications to the order of business and meeting format as provided for in Sections 6.1 may occur in the event of scheduling necessities or by Council action.

6.1 Regular Meetings

The order of the agenda for Regular Council meetings will be as follows:

- Pledge of Allegiance
- Call to Order and Roll

- Approval of Minutes
- Proclamations and Special Presentations
- Community Member Communication
- Consent Agenda
- Public Hearings
- New Business
- Unfinished Business
- Communications
    - From the Council
    - From the Mayor
    - From the City Manager
- Adjournment

6.1.1 Regular Meetings with a Community Communication Forum

The agenda for Regular Meetings with a Community Communication Forum will follow the same order as Regular Meetings except:

- CVTV Coverage will end following Communications from the City Manager, following which there will be no Final Action [1]by the Council; and
- Communications from the Community Forum will be the last agenda item preceding adjournment.

7.0 Workshops

At the discretion of Council, Council workshops are held Mondays from approximately 4 p.m. to 6 p.m. Occasionally, the Mayor and City Manager may extend workshops beyond this timeframe as needed. Workshop times will be published on the final agenda, and Councilmembers will be given as much advance notice as possible if a workshop is scheduled to fall outside this normal timeframe.

During these meetings, items needing in-depth discussion are introduced and reviewed. No formal action is taken at workshops. Formal action is defined as a collective positive

[1] Once the Presiding Officer has ordered that CVTV end the television broadcast of a regular City Council meeting, no additional Final Action shall be taken. “Final Action” as used in this policy means a collective positive or negative decision, or an actual vote by a majority of the members of a governing body when sitting as a body or entity, upon a motion, proposal, resolution, order, or ordinance. (See also, RCW 42.30.020.)

or negative decision following an actual vote by a majority of the Council upon a resolution, order or ordinance.

Council will, on a regular basis, be provided with an on-going preview of upcoming workshops.

8.0 Executive Sessions

An Executive Session is a council meeting or portion of a council meeting that is closed except to the Council, City Manager and authorized staff members and/or consultants authorized by the City Manager. The public is restricted from attendance. Executive Sessions may be held during Regular meetings, Workshops or Special council meetings and will be announced by the Mayor. Before convening an Executive Session, the Mayor shall announce the purpose of the meeting and the anticipated time when the session will be concluded. Should the session require more time, a public announcement shall be made that the meeting is being extended and the duration of the extension. Executive Sessions shall be held in accordance with the provisions of the Washington State Open Public Meetings Act. Council Regular Meetings, and Workshops are "regular meetings" as that term is defined by RCW 42.30.075 and used in RCW 42.30.110(1).

9.0 Special Meetings

The City Clerk shall call special public meetings of the City Council upon the written request of the Mayor or any two the Councilmembers. Any request shall state the subjects to be considered at such special meeting, and no other subject shall there be acted upon. (Section 2.10 of the Vancouver City Charter)

Notice of every special meeting shall be given in writing personally, by fax or email to every Councilmember, to the City Manager, to the City Attorney, and to all local news media representatives who have on file with the city clerk a request for such notices. The notice shall be posted on the City's website, prominently displayed at the main entrance to City Hall and the meeting site if the meeting is not being held at City Hall. The notice must be delivered or posted at least 24 hours before the meeting. The notice shall state the place and time of the meeting and the business to be conducted. The Council shall not make final disposition of any matter not included in the notice.

Councilmembers are active in their community and attend many meetings and events. The people of Washington have declared that all meetings of a public agency shall be open and public. When a quorum of the council is present at a meeting where action is taken, the meeting is subject to the Open Public Meetings Act. A "meeting" of the Council occurs "when a majority of its members gathers with the collective intent of transacting

the governing body's business."[2] "Action" is broadly defined as the transaction of the official business of an agency including "deliberations, discussions, considerations, reviews, [and] evaluations" and receipt of testimony.[3] If Councilmembers plan to attend an event or meeting with the intent of transacting City business, they should notify the City Manager's Office so that it can be determined if a quorum of the Council will be present. If a quorum will be present the City Manager's Office will provide a notice of a special meeting of the Council. In order to prepare and give notice of the meeting, Councilmembers need to notify the City Manager's Office at least one week before the meeting.

If a quorum of Council is present at an event or meeting without notice having been provided, Councilmembers shall "self-police" by either having members leave to avoid a quorum or by not sitting together and not discussing City business. In the absence of an agreement otherwise, the Councilmember(s) whose arrival triggered the quorum shall leave the event or meeting.

10.0 Council Meeting Protocol

10.1 Call to Order and Roll Call

The Presiding Officer shall call the meeting to order and request the Council Assistant call roll of Councilmember attendance. Lack of response by a Councilmember at the time of roll call will indicate the absence of that Councilmember. A majority vote is required to excuse any Councilmember absence. Councilmembers should provide advance notice of absences whenever possible, as provided for in Section 5.3.

10.2 Changes to Agenda Item Order

The Presiding Officer may, with the approval of a majority of the Councilmembers, take agenda items out of order, or change the order of the agenda, or add items to the agenda.

[2] Citizens All. for Prop. Rights Legal Fund v. San Juan County, 184 Wn.2d 428, 444, 359 P.3d 753, 761 (2015).
[3] RCW 42.30.020

10.3 Approval of Minutes

Meeting minutes shall be approved by a majority vote of the Council. Councilmembers who were absent from the meeting may either vote on approval of those minutes or may choose to abstain from voting.

10.4 Formal Proclamations and Special Presentations

A proclamation is an official announcement or recognition as defined and signed by the Mayor. The issuance of a proclamation at a Council meeting shall be at the discretion of the Mayor.

Proclamations will be briefly summarized by the Mayor and presented to the recipient(s). The recipient(s) will be allowed to make brief comments.

Special presentations include, but are not limited to, retirements, commendations and recognition by the Mayor and City Council. Audience applause may be permitted following proclamations and presentations at the discretion of the Presiding Officer.

10.5 Community Member Communications on Agenda Items

Members of the public are invited to speak for a total of approximately three minutes each about any item on that evening's Council Agenda that is not already scheduled for public hearing, or which otherwise allows for public testimony. Such public comment is taken at the beginning of the meeting under Community Member Communication and is subject to the provisions of Section 10.14. A total of ninety (90) minutes of public testimony (or less depending on the number of speakers) will be taken on the Agenda, unless the opportunity for public testimony is extended by majority vote of the Council.

Item numbers to be considered under Community Member Communications shall be indicated on the agenda. Testimony taken under Community Member Communications shall follow protocol set forth in Section 10.14.

10.6 Consent Agenda

Items appearing on the Consent Agenda are routine items voted on by a single motion. Typical items include payment of bills, awarding contracts, adoption of resolutions that do not require a public hearing, and first reading of ordinances. Any Councilmember may remove any item from the Consent Agenda for discussion

and separate action. Councilmembers should indicate which items they wish to pull from the Consent Agenda prior to the Council's vote on the full Consent Agenda.

10.7 Ordinances for First Reading

First readings of ordinances shall follow the provisions provided for in the City of Vancouver Charter, Section 2.13. Upon passage at first reading, City Council sets a date for second reading and public hearing. The Presiding Officer shall read the title of any ordinance passed on first reading into the record.

10.8 Public Hearings

Public hearing items are those specific items being considered by Council on which community members are invited to present their views. Certain item types may be required by law to be scheduled as a public hearing. The Presiding Officer will state the public hearing procedures before each public hearing. Except as otherwise required by law, or otherwise announced by the Presiding Officer, a total of ninety (90) minutes of public testimony (or less depending on the number of speakers) will be taken on the Public Hearings. Provided, that the opportunity for public testimony on Public Hearings may be extended by majority vote of the Council.

All public hearings are advertised in The Columbian at least three days in advance, or as required by law, and information is posted on the City's website. In an emergency, most public hearings can be called within 24 hours with proper media notification, unless longer notice is required by law.

Public testimony on public hearing items is subject to the provisions of Section 10.14.

10.9 Ordinances for Second Reading and Public Hearing

Community members are invited to present their views on proposed ordinances before a final vote by Council. All public hearings on proposed ordinances are advertised in accordance with Section 10.8.

The Presiding Officer shall read into the record the title of any ordinance appearing for second reading at the time of its consideration on the agenda. Second readings of ordinances shall follow the provisions provided for in the City of Vancouver Charter, Sections 2.14 and 2.15.

10.10 Council and City Manager Communications

City Councilmembers, Mayor and the City Manager make special announcements or provide updates on current issues or items of Council interest.

Councilmembers, the Mayor and the City Manager may also present new proposals and seek feedback on such at this time.

10.11 Community Member Forum

Each forum will be conducted as either a "Regular Meeting with a Community Communication Forum" (Section 6.1.1 and Section 10.11.1) or as a "Quarterly Community Forum" (Section 10.11.2).

10.11.1 Regular Meeting with a Community Forum

Each Regular Meeting with a Community Forum will be audio recorded by the Council Assistant and conducted in a manner such that it is fully compliant with Washington's Open Public Meetings Act (RCW 42.30), but in general, will not be televised. At each community forum, members of the public are invited to speak for a total of approximately three minutes each on any lawful topic related to City business. Such public comment is subject to the restrictions, limitations, and provisions of Section 10.14. Advance registration is required for remote testimony as specified in Section 10.14. A total of ninety (90) minutes of public testimony (or less depending on the number of speakers) will be taken at the community forum, unless the opportunity for public testimony is extended by majority vote of the Council. Community member forum events shall also be subject to the provisions of Section 5.1 requiring adjournment by 11 p.m. unless extended by majority vote of the City Council.

10.11.2 Quarterly Community Forum

A Quarterly Community Member Forum will be held four times per year, approximately coinciding with the last Regular meeting in each quarter of the year and at additional meetings as noticed and announced. The format of these Community Member Forums, and at additional meetings as noticed and announced, may vary from quarter to quarter and will be conducted in accordance with Ground Rules announced in advance of the meeting notice and/or by the Presiding Officer at the beginning of the meeting.

10.12 New Business

Matters that do not appear on the agenda may be raised as new business.

10.13 Unfinished Business

Council discusses ongoing issues or items continued from earlier meetings.

10.14 Public Testimony and Conduct

10.14.1 Designation as Limited Public Forum.

Although the City Council desires to allow the opportunity for public comment, the business of the City must proceed in an orderly, timely manner. Council meetings and meetings of the City's boards, commissions, committees and workgroups (collectively, "Covered Meetings") are considered a 'limited public forum' which means the time, place and manner of speech can be regulated.

10.14.2 Registration and Submission of Written Materials.

Speakers who wish to testify before the City Council are required to complete a "Testimony Registration Form" which requests the speaker's name, address, agency or group represented, the item the speaker wishes to testify on, and their position on the subject. Distinct cards will be used to identify whether community members wish to offer testimony on items that appear on the agenda or, if applicable, as a part of a community forum. Advance registration is required.

Those who wish to testify in-person, must submit a written Testimony Registration Card to the City Council Assistant by the beginning of the meeting or at such later time as the Presiding Officer may permit.

Community members who wish to submit written testimony, or testify through the City's remote meeting platform, must register online by 12:00 p.m. on the day of the meeting. Copies of written testimony shall be distributed to the City Council in advance of the meeting. Council prefers

lengthy written testimony to be submitted at least a week prior, so Council has a chance to fairly consider the comments.

10.14.3 Time, place, and manner of permitted comments.

Community members may present verbal comments when recognized by the Presiding Officer and invited to speak. Comments shall only be made from one of the testimony table microphones, or via online testimony. No comments shall be made from any other location, and anyone making "out of order" comments or noises shall be subject to removal from the meeting pursuant to Section 10.14.5. In addition, members of the public may not play audio or video recordings of themselves or anyone else.

When recognized, speakers will be invited by the Presiding Officer to step up to the place designated for testimony, give their name and place of residence for the record, and limit remarks to approximately three minutes. All remarks will be addressed to the Council as a whole. Public comments are opportunities for speakers to briefly address the entire Council, and those speaking are to address members of Council and not the audience.

10.14.4 Prohibited Conduct.

Members of the audience are prohibited from disrupting, disturbing, delaying or impeding the orderly conduct any Covered Meeting. Therefore, each person who addresses the Presiding Officer at any Covered Meeting, shall do so in an orderly manner, upon recognition by the Presiding Officer, and refrain from disorderly words or conduct.

The term “disorderly words or conduct” as used in this City Council Policy means that those addressing the City Council shall not, by words or action, engage in unlawful conduct or make any threatening, harassing, slanderous, profane, or prohibited political[4] remarks to any member of the Council, committee members, commission members, board member, staff or the general public. Disorderly conduct also includes displaying campaign-related signs or wearing campaign-related gear including buttons, hats, sashes, or T-shirts. Any person who violates this policy or disrupts or otherwise impedes the orderly conduct of any Covered Meeting by engaging in disorderly conduct, may be requested to leave the meeting and may have their right to provide verbal comment suspended pursuant to Section 10.14.5.

10.14.5 Enforcement and Suspension of Verbal Comment Rights.

The Presiding Officer, City Manager, or City Manager's designee has the authority to enforce the Rules of the City Council and preserve order at all meetings of the Council, or any other covered meeting, and to cause the removal of any person from any meeting for disorderly words or conduct as described herein, or for otherwise disrupting, disturbing, delaying or impeding the orderly conduct of a Council meeting. The Presiding Officer and City Manager may command assistance of any peace officer of the City to enforce all lawful orders to restore order at any meeting.

Conduct in any form that interferes with the business of the City will not be allowed. If a situation arises where a speaker exceeds the three minutes (unless permitted to continue by the Presiding Officer), is speaking on matters other than City business, or is otherwise disruptive in a manner that interferes with the ability to conduct the business of the City pursuant to Section 10.14.4, the City Clerk, with permission of the Mayor, will turn off the microphone, and the Presiding Officer will ask the speaker to please stop talking and step away from the testimony table. In the case of remote meetings, the speaker will be muted.

If the speaker continues after the first request, the Presiding Officer will ask the speaker once again to stop talking, and will warn the speaker that failure to stop will result in a suspension of their privilege to speak at public comment at any Covered Meeting for 90 days. If the speaker continues, the Mayor will gavel in a five-minute recess and the speaker who caused the disruption shall be issued a written notice of 90-day suspension of the right to provide verbal comment at any Open Public Meeting of the Vancouver City Council or at any other Covered Meeting. In the event the same speaker disrupts a second public meeting of the City of Vancouver within 1-year of their first notice of suspension, they shall be issued a 180-day suspension of the right to provide verbal comment.

Upon return from recess, public comment will start again with a caution from the Presiding Officer that if any other speaker refuses to stop talking after being asked to do so after the three minutes or is otherwise disruptive, the remainder of the public comment for the night will be terminated.

10.15 Council Discussion

All Council discussion shall be governed by Robert's Rules of Order, Newly Revised. The City Attorney is the Parliamentarian. Every Councilmember shall be provided

with a copy of Robert's Rules of Order, Newly Revised when first joining the Council.

10.16 Voting

10.16.1 Roll Call Votes

The Council Assistant will take a roll call vote, if requested by the Presiding Officer, a Councilmember, or as required by law. The roll call vote shall be by seniority with the least senior member voting first.

10.16.2 Tie Vote

The passage of a Motion, Resolution or Ordinance is lost by a tie vote, provided that the question may be brought forward again at the request of any member at the same meeting or at the next meeting when any members who were absent or disqualified at the time of the tie vote are present.

10.16.3 Votes on Questions

Each member present shall vote on all questions put to the City Council except on matters on which he or she has been disqualified for a conflict of interest or under the Appearance of Fairness Doctrine. Such a member shall disqualify himself or herself prior to any discussion of the matter. If abstaining, the Councilmember must state the reasons for abstaining, identifying one or more of the following: (1) an excused absence from the prior council meeting and/or (2) a conflict of interest and/or (3) an Appearance of Fairness issue. See Policy 100-39. A Councilmember, who abstains but fails to identify the absence, conflict of interest and/or Appearance of Fairness issue, will be considered to have voted for the majority's position in respect to questions before the council and have their vote so recorded. When disqualification of a member or members results, or would result, in the inability of the Council to act on a matter on which it is required by law to take action, any member who is absent or who is disqualified under the Appearance of Fairness Doctrine may subsequently participate, provided such member first shall have reviewed all materials and listened to all tapes of the proceedings in which the member did not participate.

10.17 Adjournment

There being no further business, the Presiding Officer adjourns the meeting.

11.0 Agenda Preparation

11.1 General Information

The City Manager's office will prepare an agenda for each Council meeting specifying the time and place of the meeting and set forth a brief general description of each item to be considered by the Council. The agenda is subject to approval by the Mayor and the City Manager.

11.2 Placing Item on the Agenda

An item may be placed on a Council meeting agenda by any of the following methods:

(1) By any two (2) or more Councilmembers,
(2) By the City Manager, or
(3) By the Mayor.

11.3 Adding an Item to a Published Agenda

An item may be added to a Regular meeting agenda, per Section 11.2, after the agenda is closed and the notice published if an amended agenda is published, provided to the Mayor and City Councilmembers and posted on the City's website prior to the subject meeting date.

An item may be added to a Regular meeting agenda on the subject Council meeting date as a walk-on item if the Councilmember or City Manager requesting the addition of the item explains the necessity and receives a majority vote of the Council to amend the agenda at the public meeting.

11.4 Agenda Finalization Schedule

Agenda materials will be available at City Hall and on the City's website for City staff, the media and public by Wednesday prior to the meeting. Agenda materials will be available for Councilmembers by Tuesday prior to the meeting.

A RESOLUTION relating to City Council policies and procedures for "City Council Relations with City Staff;" amending City Council Policy 100-34.

Staff Report: 098-26

To: Mayor and City Council
From: City Manager
Date: May 4, 2026

Subject
Amendments to City Council Policy 100-34

Key Points

- City Council policies and procedures provide a valuable operational framework which, though non-legally binding, is generally followed absent more specific, policy-level direction from the City Council.
- The Vancouver City Council meets periodically to review its policies and make amendments as necessary.
- On March 2, 2026, City Council discussed changes to City Council Policy 100-32 as outlined more fully below.

Strategic Plan Alignment
High Performing Government – a government that is reliable, fiscally responsible, equitable, and open to compromise

Present Situation
The City Council's operating policies and procedures were originally adopted in 1999. Periodic review and update to the policies are necessary to reflect changes in City policy as well as best practices in municipal governance and state law.

Vancouver City Council Policy 100-32 was last amended on February 24, 2025, by passage of Resolution M-4329.

The City Council discussed its policies on March 2, 2026, and expressed interest in making further refinements to Policy 100-34. Attached for City Council's consideration are proposed modifications that, if adopted, would:

- Establishes the investigation standard and mechanism by which allegations of misconduct against certain city employees will be investigated; and narrows the scope of which employees are subject to the policy.
- Allows community members to submit complaints or performance feedback on certain city employees and provides clarity on the process to review those submissions. It also removes the online portal.

Advantage(s)

- Complies with City Charter Section 3.03 by reducing the City employees covered by this rule
- Clarifies the timelines for reporting any Complaint against a covered employee

Challenge(s)
None

Budget Impact
None

Prior Council Review
March 2, 2026 - Workshop

Action Requested
On Monday, May 4, 2026, finalize and approve the resolution.

Staff Contact
Nena Cook, City Attorney, nena.cook@cityofvancouver.us

Attachments:
1. Resolution
2. Policy 100-34 - Track Changes
3. 100-34 City Council Relations with City Staff - Clean

RESOLUTION NO. M- [Resolution Number]

A RESOLUTION relating to City Council policies and procedures for "City Council Relations with City Staff;" amending City Council Policy 100-34.

WHEREAS, Council policies and procedures provide a valuable operational framework and are reviewed periodically by the City Council for updates and revisions; and

WHEREAS, the Vancouver City Council met on March 2nd, 2026, reviewed Council Policy 100-34, and identified areas for revision and improvement.

NOW, THEREFORE

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. That as recommended in SR__and materials attached thereto, the attached revisions to City Council Policy and Procedure entitled "City Council Relations with City Staff," No. 100-34, last modified February 24, 2025 by Resolution M-4329, are hereby adopted.

Section 2. Effective Date. This Resolution together with its prescribed changes to City Council Policy 100-34 shall become effective immediately.

ADOPTED at regular session of the Council of the City of Vancouver, this 4th day of May, 2026.

_____
Anne McEnerny-Ogle, Mayor

Attest:

_____
Lisa Brandl, City Clerk

Approved as to form:

_____
Nena Cook, City Attorney

POLICY AND PROCEDURE

CITY OF VANCOUVER WASHINGTON	INDEX Administrative/Council/City Manager			
Subject City Council Relations with City Staff	Number 100-34	Rev. D	Effective Date ~~2/24/25~~May 4, 2026	Page 1 of 5
	Supersedes ~~12/13/21~~02/24/25		Prepared by: [City	Approved by: [Mayor]

Formatted Table

1.0 Purpose

The purpose of this policy is to establish formal procedures for interaction between City Council and City staff.

2.0 Organizations Affected

City Council/City Manager

3.0 References

City Council Resolution M-3256, November 11, 1999
City Council Resolution, M-3730, January 3, 2011
City Council Resolution, M-4157, December 13, 2021
City Council Resolution, M-~~4329~~____, February ~~24~~___, 2025
City Council Resolution, M-____, May 4, 2026

4.0 Respect

There will be mutual respect from both City staff and Councilmembers of their respective roles and responsibilities when, and if, expressing criticism in a public meeting. When feasible, questions should be asked of staff before the public meetings.

5.0 Roles

City staff will acknowledge the Council as policy makers, and the Councilmembers will acknowledge City staff as administering the Council's policies.

6.0 Requested Written Material

When written materials relating to policy issues are requested of staff by individual Councilmembers, staff will contact the other Councilmembers via e-mail to inquire if they would also like a copy of the materials.

7.0 Personnel Selection and Awarding of Contracts

Councilmembers shall not attempt to coerce or influence City staff in the selection of personnel, the awarding of contracts, the selection of consultants, the processing of development applications or the granting of City licenses or permits (Section 3.04 of the Vancouver City Charter)

8.0 City Department Non-Interference

Council should not attempt to change or interfere with the operating rules and practices of any City department.

9.0 Mail Delivery

Mail that is addressed to the Mayor and Councilmembers should be date stamped, copied and circulated, including the envelope, by the City Manager as soon as practical after it arrives. Email will be managed in accordance with the Council Email Policy 100-37.

10.0 Confidential Mail

The City Manager and their staff should not open mail addressed to individual Councilmembers if it is marked personal and/or confidential.

11.0 Individual Councilmember Directed Actions

No Councilmember should direct the city Manager to initiate any action or prepare any report that is significant in nature, or initiate any project or study without the consent of a majority of the Council.

12.0 Councilmember Requests for Information

Individual requests for information can be made directly to the manager of the service in question, unless otherwise determined by the City Manager. If the request would create a change in work assignments or City staffing levels, the request must be made through the City Manager.

13.0 Councilmember Staff Support for Boards and Commissions

The City Manager will provide an acceptable level of staff support for Councilmembers in their appointed roles on boards and commissions.

14.0 Staff Assistance for Councilmembers

Councilmembers needing staff assistance should work through the assistant to the City Manager.

15.0 Allegations of Misconduct

The City will evaluate all allegations of misconduct ~~and~~ or performance feedback ("Complaints") against the Investigation Standard set forth within this policy; conduct investigations and inquiries as needed to resolve factual disputes; render findings; take employment actions; and document the decision-making process as outlined within this policy.

15.1 Applicability

This policy applies to allegations against the City Manager, ~~and those persons who report directly to the City Manager;~~ the City Attorney and ~~Assistant City Attorneys; Department Heads as that term is used in the City Charter and in ordinances which establish the various departments; and~~ non-elected members of appointive city boards, city commissions and city committees. Allegations against all other City employees shall be conducted consistent with the City's collective bargaining agreements and personnel policies. Allegations against elective officers (members of the City Council) shall be resolved in accordance with the City Council Code of Conduct and Ethics, Policy 100-36.

15.2 Investigation Standard

The City of Vancouver will promptly investigate all plausible allegations that, if true, would constitute a violation of law or City policy by an individual to whom this policy applies.

15.3 Process

The City of Vancouver will use the following process to review ~~complaints~~ Complaints ~~and performance feedback~~ and evaluate whether the Investigative Standard has been met.

~~**A. Online Portal**: The City will maintain an online portal through which individuals may submit complaints or performance feedback concerning one or more of the public officials identified in Section 15.1. The City's online portal will, at a minimum, allow the party submitting the complaint or feedback to select from the following parties to whom their submission may be directed:~~

~~1. The City Manager;~~
~~2. The City Attorney;~~

~~3. The City Audit Committee (comprised of the Mayor, Mayor Pro Tempore, City Manager, City Attorney, Chief Financial Officer, and Internal Auditor); and/or~~

~~4. The City Council.~~

A~~B~~. Submission in Writing. Complaints ~~and performance feedback~~ may be submitted electronically or in writing. The City will provide reasonable accommodations to individuals who need assistance to submit a ~~written~~ Ceomplaint ~~or performance feedback~~. Written acknowledgement of receipt shall be provided for all Ceomplaints ~~and performance feedback~~ received by the City except in the event of an anonymous Ce~~o~~mplaint. Anonymous Ceomplaints will be accepted and reviewed by the City, however, unless practicable, anonymous Ceomplaints will not be acknowledged in writing, nor will follow-up be conducted on any matters requiring clarification.

~~C~~B. Internal Routing. Complaints ~~or performance feedback~~ received by the City that relate to one or more of the public officials identified in Section 15.1 will be promptly marked as "Confidential" and routed internally as necessary to accommodate review as follows:

1. The City Manager shall review, or cause to be reviewed, all Ceomplaints ~~and performance feedback~~ about ~~individuals who report directly to the City Manager,~~ the City Attorney~~, Department heads,~~ and members of appointive city boards, commissions, and committees.

2. The City Attorney shall review all Ceomplaints ~~and performance feedback~~ submitted regarding the City Manager ~~or Assistant City Attorneys~~.

3. The City Audit Committee shall review all Ce~~o~~mplaints and performance feedback: (1) that relate to both the City Manager and City Attorney, or (2) involve misuse or misappropriation of City assets or resources; PROVIDED that any member(s) of the Audit Committee implicated in the Ceomplaint shall recuse themselves from conducting the review.

~~4. The Vancouver City Council shall be informed of any review conducted pursuant to subsections 15.3(C) above within 30 days of receipt of a submission. At a minimum, notice to the City Council shall include (a) the identity of submitting party (if known), (b) the identity of the subject(s) of the complaint or performance feedback, (c) a concise description of the nature of the allegations or performance feedback, and (d) the status of the review that has been undertaken to determine whether the submission meets the Investigative Standard set forth in Section 15.2.~~

~~D~~C. Decision Making Authority. Any Ceomplaint that meets the ~~Investigative~~ Investigation Standard set forth above shall be referred to the

following decision-making authority to establish the scope of investigation, inquiry, and any interim protective measures.

1. The City Council shall serve as decision-making authority for any allegations meeting the ~~Investigative~~ Investigation Standard asserted against the City Manager.

2. The City Manager, or their designee, shall serve as decision-making authority for any allegations meeting the ~~Investigative~~ Investigation Standard asserted against any other individual(s) to whom this policy applies.

~~E~~D. **Scope of Investigation, Inquiry and Interim Protective Measures.** Upon receipt of a Ceomplaint that has been determined to meet the ~~Investigative~~ Investigation Standard, the decision-making authority shall determine (1) the appropriate scope of inquiry to decide whether the allegation is actually true, (2) the manner and method of conducting any investigation or inquiry into the truth of the allegation, and (3) any interim steps that should be taken to protect the City, its employees, assets, or interests while the investigation or inquiry is being conducted.

~~F~~E. **Notice, and Opportunity to be Heard.** Once the appropriate scope and method of investigation or inquiry has been established by the decision-maker, and any interim protective measures have been implemented, the individual(s) about whom the allegations have been made shall be promptly given written notice and an opportunity to respond.

~~G~~F. **Investigation or Inquiry.** After the subject has been notified and afforded an opportunity to respond, the decision-maker shall make, or cause to be made, such investigation or inquiry as may be necessary to resolve, on a more probable than not basis, any remaining factual questions material to the outcome of the matter under consideration.

~~H~~G. **Resolution of the Complaint.** Upon conclusion of the investigation or inquiry, the subject shall be provided written notice of the decision-maker authority's findings, notice of any anticipated action that may be taken. The determination reached by the decision-making authority shall be final and binding subject to any available judicial review. Any remedial action shall be taken in accordance with law and documented in writing. The individual(s) who submitted the Ceomplaint, if known, and any other entities required by law will be notified that the matter has been resolved.

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Title: Administrative/Council/City Manager	
Policy and Procedure Number: 100-34	**Supersedes (Number and Title):** February 24, 2025
Citywide policy: City Council Relations with City Staff	
Effective Date: May 4, 2026	**Approved by (Name, Title and Signature):**

1.0 Purpose

The purpose of this policy is to establish formal procedures for interaction between City Council and City staff.

2.0 Organizations Affected

City Council/City Manager

3.0 References

City Council Resolution M-3256, November 11, 1999

City Council Resolution, M-3730, January 3, 2011

City Council Resolution, M-4157, December 13, 2021

City Council Resolution, M-4329, February 24, 2025

City Council Resolution, M-_____, May 4, 2026

4.0 Respect

There will be mutual respect from both City staff and Councilmembers of their respective roles and responsibilities when, and if, expressing criticism in a public meeting. When feasible, questions should be asked of staff before the public meetings.

5.0 Roles

City staff will acknowledge the Council as policy makers, and the Councilmembers will acknowledge City staff as administering the Council's policies.

6.0 Requested Written Material

When written materials relating to policy issues are requested of staff by individual Councilmembers, staff will contact the other Councilmembers via e-mail to inquire if they would also like a copy of the materials.

7.0 Personnel Selection and Awarding of Contracts

Councilmembers shall not attempt to coerce or influence City staff in the selection of personnel, the awarding of contracts, the selection of consultants, the processing of development applications or the granting of City licenses or permits (Section 3.04 of the Vancouver City Charter).

8.0 City Department Non-Interference

Council should not attempt to change or interfere with the operating rules and practices of any City department.

9.0 Mail Delivery

Mail that is addressed to the Mayor and Councilmembers should be date stamped, copied and circulated, including the envelope, by the City Manager as soon as practical after it arrives. Email will be managed in accordance with the Council Email Policy 100-37.

10.0 Confidential Mail

The City Manager and their staff should not open mail addressed to individual Councilmembers if it is marked personal and/or confidential.

11.0 Individual Councilmember Directed Actions

No Councilmember should direct the city Manager to initiate any action or prepare any report that is significant in nature, or initiate any project or study without the consent of a majority of the Council.

12.0 Councilmember Requests for Information

Individual requests for information can be made directly to the manager of the service in question, unless otherwise determined by the City Manager. If the request would create a change in work assignments or City staffing levels, the request must be made through the City Manager.

13.0 Councilmember Staff Support for Boards and Commissions

The City Manager will provide an acceptable level of staff support for Councilmembers in their appointed roles on boards and commissions.

14.0 Staff Assistance for Councilmembers

Councilmembers needing staff assistance should work through the assistant to the City Manager.

15.0 Allegations of Misconduct

The City will evaluate all allegations of misconduct or performance feedback ("Complaints") against the Investigation Standard set forth within this policy; conduct investigations and inquiries as needed to resolve factual disputes; render findings; take employment actions; and document the decision-making process as outlined within this policy.

15.1 Applicability

This policy applies to allegations against the City Manager, the City Attorney and non-elected members of appointive city boards, city commissions and city committees. Allegations against all other City employees shall be conducted consistent with the City's collective bargaining agreements and personnel policies. Allegations against elective officers (members of the City Council) shall be resolved in accordance with the City Council Code of Conduct and Ethics, Policy 100-36.

15.2 Investigation Standard

The City of Vancouver will promptly investigate all plausible allegations that, if true, would constitute a violation of law or City policy by an individual to whom this policy applies.

15.3 Process

The City of Vancouver will use the following process to review Complaints and evaluate whether the Investigative Standard has been met.

A. Submission in Writing. Complaints may be submitted electronically or in writing. The City will provide reasonable accommodations to individuals who need assistance to submit a Complaint. Written acknowledgement of receipt shall be provided for all Complaints received by the City except in the event of an anonymous Complaint. Anonymous Complaints will be accepted and reviewed by the City, however, unless practicable, anonymous Complaints will not be acknowledged in writing, nor will follow-up be conducted on any matters requiring clarification.

B. Internal Routing. Complaints received by the City that relate to one or more of the public officials identified in Section 15.1 will be promptly marked as "Confidential" and routed internally as necessary to accommodate review as follows:

1. The City Manager shall review, or cause to be reviewed, all Complaints about the City Attorney and members of appointive city boards, commissions, and committees.

2. The City Attorney shall review all Complaints submitted regarding the City Manager.

3. The City Audit Committee shall review all Complaints and performance feedback: (1) that relate to both the City Manager and City Attorney, or (2) involve misuse or misappropriation of City assets or resources; PROVIDED that any member(s) of the Audit Committee implicated in the Complaint shall recuse themselves from conducting the review.

C. Decision Making Authority. Any Complaint that meets the Investigation Standard set forth above shall be referred to the following decision-making authority to establish the scope of investigation, inquiry, and any interim protective measures.

1. The City Council shall serve as decision-making authority for any allegations meeting the Investigation Standard asserted against the City Manager.

2. The City Manager, or their designee, shall serve as decision-making authority for any allegations meeting the Investigation Standard asserted against any other individual(s) to whom this policy applies.

D. Scope of Investigation, Inquiry and Interim Protective Measures. Upon receipt of a Complaint that has been determined to meet the Investigation Standard, the decision-making authority shall determine (1) the appropriate scope of inquiry to decide whether the allegation is actually true, (2) the manner and method of conducting any investigation or inquiry into the truth of the allegation, and (3) any interim steps that should be taken to protect the City, its employees, assets, or interests while the investigation or inquiry is being conducted.

E. Notice, and Opportunity to be Heard. Once the appropriate scope and method of investigation or inquiry has been established by the decision-maker, and any interim protective measures have been implemented, the individual(s) about whom the allegations have been made shall be promptly given written notice and an opportunity to respond.

F. Investigation or Inquiry. After the subject has been notified and afforded an opportunity to respond, the decision-maker shall make, or cause to be made, such investigation or inquiry as may be necessary to resolve, on a more probable than not basis, any remaining factual questions material to the outcome of the matter under consideration.

G. Resolution of the Complaint. Upon conclusion of the investigation or inquiry, the subject shall be provided written notice of the decision-maker authority's findings, notice of any anticipated action that may be taken. The determination reached by the decision-making authority shall be final and binding subject to any available judicial review. Any remedial action shall be taken in accordance with law and documented in writing. The individual(s) who submitted the Complaint, if known, and any other entities required by law will be notified that the matter has been resolved.

A RESOLUTION relating to City Council policies and procedures for "City Council Code of Ethics and Conduct;" amending City Council Policy 100-36.

Staff Report: 099-26

To: Mayor and City Council
From: City Manager
Date: May 4, 2026

Subject
Amendments to City Council Policy 100-36

Key Points

- City Council policies and procedures provide a valuable operational framework which, though non-legally binding, is generally followed absent more specific, policy-level direction from the City Council.
- The Vancouver City Council meets periodically to review its policies and make amendments as necessary.
- On March 2, 2026, City Council discussed changes to City Council Policy 100-32 as outlined more fully below.

Strategic Plan Alignment
High Performing Government – a government that is reliable, fiscally responsible, equitable, and open to compromise

Present Situation
The City Council's operating policies and procedures were originally adopted in 1999. Periodic review and update to the policies are necessary to reflect changes in City policy as well as best practices in municipal governance and state law.

Vancouver City Council Policy 100-36 was last amended on December 13, 2021, by passage of ResolutionM-4157.

The City Council discussed its policies on March 2, 2026, and expressed interest in making further refinements to Policy 100-36. Attached for City Council's consideration are proposed modifications that, if adopted, would:

- Define "Appearance of Impropriety"
- Replace "Hearings Examiner" with qualified third-party investigator
- Remove duplication of Councilmember complaint delivery
- Streamline Council review and action process
- Confirm the hearings process is not a quasi-judicial proceeding

Advantage(s)

- Defines the phrase “appearance of impropriety”
- Clarify who investigates Complaints against Councilmembers
- Clarifies the timelines and procedure for Council action

Challenge(s)
None

Budget Impact
None

Prior Council Review
March 2, 2026 - Workshop

Action Requested
On Monday, May 4, 2026, finalize and approve the resolution.

Staff Contact
Nena Cook, City Attorney, nena.cook@cityofvancouver.us

Attachments:
1. Resolution
2. 100-36 - Track Changes
3. 100-36 Code of Ethics - Clean

RESOLUTION NO. M- [Resolution Number]

A RESOLUTION relating to City Council policies and procedures for "City Council Code of Ethics and Conduct;" amending City Council Policy 100-36.

WHEREAS, Council policies and procedures provide a valuable operational framework and are reviewed periodically by the City Council for updates and revisions; and

WHEREAS, the Vancouver City Council met on March 2nd, 2026, reviewed Council Policy 100-36, and identified areas for revision and improvement.

NOW, THEREFORE

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. That as recommended in SR___and materials attached thereto, the attached revisions to City Council Policy and Procedure entitled "City Council Code of Ethics and Conduct," No. 100-36, last modified December 13, 2021, by Resolution M-4157, are hereby adopted.

Section 2. Effective Date. This Resolution together with its prescribed changes to City Council Policy 100-36 shall become effective immediately.

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ADOPTED at regular session of the Council of the City of Vancouver, this 4th day of May, 2026.

_____
Anne McEnerny-Ogle, Mayor

Attest:

_____
Lisa Brandl, City Clerk

Approved as to form:

_____
Nena Cook, City Attorney

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POLICY AND PROCEDURE

CITY OF VANCOUVER WASHINGTON	INDEX Administrative/Council/City Manager			
Subject City Council Code of Ethics and Conduct	Number 100-36	Rev. C	Effective Date ~~12/13/21~~05/04/26	Page 1 of 9
	Supersedes ~~7/18/11~~12/13/21	Prepared by: [City Manager]	Approved by: [Mayor]	

1.0 Purpose

The purpose of this policy is to establish a formal code of ethics by which Councilmembers will conduct themselves while serving on the Vancouver City Council.

2.0 Organizations Affected

City Council/City Manager

3.0 References

City Council Resolution M-3268, December 20, 1999
City Council Resolution M-3741, July 18, 2011
City Council Resolution M-4157, December 13, 2021
City Council Resolution M-____, May 4, 2026

4.0 Declaration of Policy

It is essential to the proper administration and operation of the City of Vancouver that the City Council be and give the appearance of being independent and impartial; that elective office with the City of Vancouver not be used for personal benefit; and that the public have confidence in the integrity of the City. In recognition of these goals, the City has adopted this Code of Ethics, which is applicable to all members of the City Council.

The purpose of this Code is to establish standards of ethical conduct applicable to the City Councilmembers, including the Mayor, in the discharge of their duties by prescribing essential restrictions against conflict of interest, ~~and~~ violations of the appearance of impropriety, or other conduct not consistent with good ethical practices while not creating unnecessary barriers to public service. To that end, Councilmembers should not be denied the opportunity available to all other community members to acquire and maintain private economic interests, except in circumstances in which a conflict of interest would reasonably result.

It is required that all Councilmembers comply with the law and all other applicable rules and regulations governing the conduct of public officials. The standards in this Code shall not preclude other standards required by law including but not limited to, Ch.42.23 RCW- Code of Ethics for Municipal Officers-Contract Interests, Ch. 42.20 RCW- Misconduct of Public Officers and Ch. 42.36- Appearance of Fairness. Nothing in this Code of Ethics shall be construed to limit full compliance with applicable federal and state laws and applicable rules and regulations governing the conduct of public officials now existing or hereinafter enacted.

5.0 Avoidance of the Appearance of Impropriety

All members of the City Council should conduct their official duties with integrity and impartiality and in a manner that avoids even the appearance of impropriety or a conflict of interest between public duties and private interests.

~~No Councilmember shall~~Appearance of impropriety means conduct that would lead a reasonable person, with knowledge of the relevant facts, to conclude that a Councilmember's independence, integrity, or impartiality is impaired even if no actual violation of law or ethical rule has occurred. Appearance of impropriety can also occur if a Councilmember, by their conduct or participation in activities, gives reasonable basis for the impression that any person can improperly influence the Councilmember or unduly enjoy the Councilmember's favor in the performance of official City actions, or that the Councilmembers is affected in the performance of the official act or actions by the kinship, rank, or association with any person.

~~**Example:**~~

~~A Councilmember actively pursues the award of a city contract to a company owned by a close friend. Such activity gives the appearance of impropriety and should be avoided.~~

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6.0 Standards of Ethical Conduct

A. Personal Interests in Contracts Prohibited

No Councilmember shall participate in their capacity as a councilmember in the making of a contract in which the Councilmember has a personal interest, direct or indirect, or

performs in regard to such a contract some function requiring the exercise of discretion on behalf of the City. Except, that this prohibition shall not apply where the councilmember has only a remote interest in the contract as defined in RCW 42.23.040 and summarized below and where the fact and the extent of such interest is disclosed and noted in the official minutes or similar records of the City prior to formation of the contract and thereafter the City Council authorizes, approves, or ratifies the contract in good faith by a vote of its membership without counting the vote or votes of the Councilmember(s) having the remote interest

For purposes of this section, a "remote interest' means:

1. that of a non-salaried officer of a non-profit corporation;
2. that of an employee or agent of a contracting party where the compensation of such employee or agent consists entirely of fixed wages or salary;
3. that of a landlord or tenant of a contracting party;
4. that of a holder of less than one percent of the shares of a corporation, limited liability company or other entity which is a contracting party.

B. Personal Influence in Contract Selection Prohibited.

No Councilmember shall influence the City's selection of, or its conduct of business with, a corporation, person, or firm having or proposing to do business with the City if the Councilmember has a personal financial interest, direct or indirect in or with the corporation, person, or firm, unless such interest is a remote interest as defined in RCW 42.23.040 and summarized herein and where the fact and extent of such interest is disclosed and noted in the official minutes or similar records of the City prior to formation of the contract and thereafter the City Council authorizes, approves, or ratifies the contract in good faith by a vote of its membership sufficient for the purpose without counting the vote or votes of the Councilmember(s) having the remote interest.

Example:

A Councilmember is requested to vote to award a contract to a company that employs the Councilmember. If the Councilmember has a beneficial interest in the contract either direct or indirect such as through a business profit sharing plan, the contract cannot be approved. If the Councilmember has no such interest and/or is subject to the remote interest rule, the Councilmember must disclose their interest and abstain from voting. Further, the Councilmember may not attempt to influence the votes of other Councilmembers. Questions regarding these kinds of situations should be directed to the City Attorney for review.

C. Disclosure of Confidential Information

A Councilmember shall not disclose or use any confidential, privileged, or proprietary information gained by reason of their position for a purpose other than a City purpose; provided, that nothing shall prohibit the disclosure or use of information which is a

matter of public knowledge, or which is available to the public on request. Information obtained during Executive Sessions is deemed confidential.

Examples:

A Councilmember purchases land with advanced, undisclosed knowledge of the route of a new transit line that, when completed, will substantially increase the value of the land. The Councilmember's purchase of the land based on "inside" information violates this section off the Code of Ethics.

While having a conversation with Union leadership, a Councilmember discloses information discussed during Executive Session about labor negotiation strategy. The Councilmember's conduct violates this section's prohibition against disclosing information discussed in Executive Session.

D. Acceptance of Compensation, Gifts, Favors, Rewards, or Gratuity Prohibited.

1. City Councilmembers may not, directly or indirectly, give or receive, or agree to give or receive, any compensation, gift, favor, reward, or gratuity for a matter connected with or related to the officer's performance of official duties for the city. Prohibited conduct includes, but is not limited to, the following:

a. Accepting cash or other cash equivalents such as gift cards or gift certificates regardless of value except as part of an internal, recognized, and sanctioned city incentive program.
b. Accepting gifts, gratuities, loans, entertainment or other items of value from anyone with whom the city regularly transacts business, who has or seeks a contract with the city, or who desires other official action from the city.
c. Giving, offering or promising anything of value to a customer, a potential customer, or a financial institution in connection with any transaction or business that the city may have with that customer, potential customer, or financial institution.
d. Misusing confidential city information or disclosing such information to any individual who does not have a need to know the information.
e. Using the city's name, account or credit to purchase merchandise for personal use

2. Exceptions. The prohibition regarding accepting compensation, gifts, or rewards shall not apply to:

a. Receiving items from family members or friends where it is clear beyond a reasonable doubt that the gift was not made to gain or maintain influence;
b. Receiving items exchanged equally among Councilmembers at a social event hosted or sponsored by an officer of the city for other officers or employees of the city.
c. Receiving items of nominal value provided for advertising purposes such as pens, calendars, or items received at a conference;

d. Payment by a governmental or non-governmental entity of reasonable expenses incurred in connection with a speech, presentation, appearance or trade mission made in an official capacity. Reasonable expenses are limited to travel, lodging and subsistence expenses incurred the day before through the day after the event;
e. Payment of fees and reasonable travel expenses for attending seminars or educational programs sponsored by a government or *bona fide* non-profit professional, educational, trade or charitable association or institution. Reasonable expenses are limited to travel, lodging and subsistence expenses incurred the day before through the day after the event;
f. Discounts available to the individual as a member of a group, occupation or similar broad-based group;
g. Awards, prizes, scholarships or other items provided in recognition of academic, sport, or scientific achievement;
h. Attendance of the Councilmember at a hosted meal where official attendance by the Councilmember as a city representative is appropriate;
i. Campaign contributions that are in compliance with Chapter 42.17 RCW.

Example:

The Anyname Company has submitted a bid on a City project. The President of Anyname approaches a City Councilmember and promises that if their firm is the successful contract bidder, they will buy supplies from a firm owned by the Councilmember. The Councilmember promises to use their position to secure the contract for Anyname. Such actions are a violation of this section of the Ethics Code.

E. Certain Employment Prohibited.

No City Councilmember shall engage in or accept employment or render services for any employer when such employment or service creates a conflict of interest with a duty owed to the city or conflicts with the proper discharge of official city duties.

Example:

A Councilmember, who is also a real estate agent, represents a client who is in competition with the City for a parcel of land. The Councilmember is in violation of this section of the Code of Ethics.

F. Personal Interest in Legislation Prohibited.

No City Councilmember shall benefit either directly or indirectly from any legislation or have a financial interest in any legislation coming before the City Council nor participate in discussion with or give an opinion on such legislation, unless such interest is a remote interest as defined in this section and where the fact and extent of such interest is disclosed and noted on the record of the Council, or similar records of the City prior to consideration of the legislation by the City Council. City Councilmembers' participation in the enactment of legislation shall be governed by Ch. 42.23 RCW- the Code of Ethics

for Municipal Officers and Ch. 42.36 RCW- The Appearance of Fairness Doctrine. City Councilmembers shall not be prohibited from participating in the adoption of legislation when the Councilmember has only a remote interest in the legislation as defined in this section, which has been disclosed, and the legislation is applicable to the general public and not of specific or unique benefit to the Councilmember. Questions regarding these kinds of situations should be directed to the City Attorney for review.

G. Improper Use of Position Prohibited.

A Councilmember shall avoid the appearance of impropriety and not knowingly use their office or position to secure personal benefit, gain or profit, or use their position to secure special privileges or exceptions for themself, or for the benefit, gain, or profits of any other persons.

H. Improper Use of City Personnel Prohibited.

A Councilmember shall not employ or use any person under their official control or direction for personal benefit, gain, or profit.

I. Improper Use of City Property Prohibited.

A City Councilmember shall not use city-owned vehicles, equipment, materials, money, or property for personal or private convenience or profit. Such use is restricted to those city services that are available to the public generally, for the authorized conduct of official business or for such purposes and under such conditions as are approved by the city council, city manager or designee.

A Councilmember shall not utilize the City's name, letterhead or logo for the purpose of endorsing any political candidate, business, commercial product, or service.

7.0 Harassment Prevention

A. Policy: harassment prohibited.

The City of Vancouver is committed to providing a diverse work environment free from discrimination and harassment where all people are treated, and are expected to treat others, with dignity and respect. The City does not condone or tolerate discriminatory, harassing, retaliatory, intimidating, offensive, or disrespectful conduct. Councilmembers have a responsibility to assist in this commitment by modeling appropriate conduct, and refraining from engaging in harassing conduct directed at an individual because of their race, religion, color, national origin, pregnancy, military status, age, gender, sexual orientation, marital status and/or the presence of any physical or mental disability and/or any other status protected by law. Such harassing conduct is strictly prohibited. Any conduct which may be construed as retaliation against an individual because they made a complaint of harassment is also strictly prohibited.

B. Definitions and Guidelines.

1. “Harassing Conduct.” As a general rule, harassing conduct includes behavior that is demeaning, insulting, offensive or intimidating. It can include verbal conduct such as unwanted sexual or racist comments; non-verbal behavior such as suggestive looks; and physical behavior such as pats, squeezes or brushing against someone’s body. The conduct will be considered harassing and a violation of this policy if it is offensive or unwelcome, even if the conduct was not intended to be harassing.

Harassing conduct can take many forms. It can include:

- Demeaning, insulting, intimidating, or sexually suggestive written, recorded or electronically transmitted messages;
- Using demeaning or inappropriate names or labels that others find offensive;
- Making vulgar comments, using profane language, using indecent gestures or discussing sexual activities;
- Unwanted physical contact or conduct of any kind, including sexual flirtations, touching, advances, or propositions;
- Verbal abuse of any kind;
- The display of demeaning, insulting or sexually suggestive objects or pictures, including nude photographs;
- Blaming victims of harassment for causing the problem; or
- Continuing offensive behaviors after one has objected to that behavior.

2. “Retaliation.” Retaliation is any action taken to punish an individual for making a complaint of harassment or to obtain revenge for making the complaint is retaliation, even if the complaint is unfounded.

Examples of retaliatory conduct include any of the following when made for making a complaint of harassing conduct:

- Harassing or intimidating an individual in any way;
- Making or encouraging unjustified disciplinary action;
- Directly or indirectly encouraging others to retaliate against an individual who has made a complaint of harassment; or
- Making or encouraging any action which is detrimental to the employee’s job such as a demotion, a poor performance evaluation, or making it difficult for the employee to perform job duties.

This Policy applies equally to all Council members regardless of whether they are working inside City Hall or within the community.

8.0 Impermissible Conduct After Leaving City Office

A. Disclosure of Privileged, Confidential, or Proprietary Information Prohibited.

No former City Councilmember shall disclose or use for their personal gain or that of any other person any privileged, confidential, or proprietary information gained because of their City office .

B. Participation in City Matters Prohibited.

No former City Councilmember shall, during the period of one year after leaving office:
1. Assist any person in matters involving the city if, while in the course of duty with the city, the former Councilmember was officially involved in the matter, or personally and substantially participated in the matter, or acted on the matter; or.

2. Represent any person as an advocate in any matter in which the former Councilmember was involved while a Councilmember; or

3. Participate as or with a bidder, vendor, or consultant in any competitive selection process for a city contract in which he or she assisted the city in determining the project, or work to be done or the process to be used.

9.0 Violation of the Code of Ethics

Any person who has information that a Councilmember may have violated the Code of Ethics shall provide that information in writing to the City Council and the City Manager. The written complaint must be based substantially upon the personal knowledge of the complainant and signed by the person filing the complaint. No action will be taken on any complaint which is filed later than three (3) years after a violation of the Code of Ethics is alleged to have occurred.

Upon receipt of the complaint, the City Council, and/or the City Manager shall provide it to the City Attorney who shall promptly review the information and determine whether the complaint, on its face, alleges facts that, if true, would substantiate a violation of the Code of Ethics and shall report back to the Council in writing with a recommendation to either refer the allegations to an outside investigator or dismiss the complaint. -The City Council at its next regular meeting, shall review the City Attorney's report and make a determination as to whether or not the Council shall refer the allegation(s) ~~to a Hearings Examiner designated by the Council to conduct an investigation~~or dismiss the complaint. If council dismisses the complaint, it will take no further action.

If so referred, the ~~Hearings Examiner~~outside investigator shall conduct an investigation of the complaint and prepare written findings and conclusions within sixty 60 days of the date the complaint was ~~received by the City~~referred to the outside investigator unless an extension is granted by the Council. -The Councilmember accused of the ethics violation shall have the right to ~~review any and all information obtained as a result of the investigation and shall have the right to~~ respond in writing to the complaint which

information shall be reviewed and taken into consideration by the ~~Hearings Examiner~~outside investigator.

Upon completion of the investigation, the ~~Hearings Examiner~~outside investigator shall issue an advisory report to the Council, ~~for its consideration as well as to the~~ City Manager, and City Attorney. The report shall set forth findings and conclusions demonstrating whether or not, based on a preponderance of the evidence, the councilmember has violated ~~the~~ this Code of Ethics (the "Report").

~~Within 5 (five) business days of the receipt of the report, the City Manager shall provide copies of the report via certified mail to the complaining party and to the Councilmember against whom the complaint was filed at their last known addresses.~~

Within fifteen (15) business days of the receipt of the R~~r~~eport, the Council (excluding the accused Councilmember) shall convene to review the ~~alleged violation and the~~ R~~r~~eport and take action. Action may include the following: 1.) dismissal of the complaint on the basis that no violation of the Code of Ethics has occurred; or 2.) remand to the ~~Hearings Examiner~~outside investigator to obtain additional information in order for the Council to decide whether a violation has occurred; or 3.) a determination that by a preponderance of the evidence, a violation of the Code of Ethics has occurred in which case the Council shall ~~adopt written findings, conclusions and appropriate sanctions as forth herein~~impose any of the sanctions below. The action of the Council shall be final and not subject to further review or appeal except as may otherwise be provided by law. Council sits as a policy-making body not a quasi-judicial body when making its determination.

~~Adoption of the findings, conclusions and sanction(s) by the City Council shall be by majority vote; provided that the Councilmember accused of the violation shall not vote on any matter involving that member; and provided further that in the event the Mayor is accused of the violation, the Mayor Pro Tempore shall act in the Mayor's stead.~~

~~Within 5 (five) business days thereafter, the City Manager shall provide copies of the Council's findings, conclusions and sanction(s) via certified mail to the complaining party and to the Councilmember against whom the complaint was filed at their last known addresses. No final disposition of the matter will be implemented for a period of 10 (ten) days to allow the Councilmember against whom the complaint was filed to request a review of the Council's decision. Such a request shall be submitted to the City Manager in writing and shall state the reasons for their objections and request a review of the action taken. The Council shall review the action taken in light of the findings and conclusions and request for review and may take whatever further action, if any, appears appropriate under the circumstances. The action of the Council shall be final and not subject to further review or appeal except as may otherwise be provided by law.~~

Action by Council may take any of the following sanctions:

1. Admonition. An admonition shall be verbal non-public statement made by the Mayor to the member.

2. Reprimand. A reprimand shall be administered to the Councilmember by letter. The letter shall be prepared by the City Council and shall be signed by the Mayor.

3. Censure. A censure shall be a written statement administered personally to the member. The individual shall appear at a time and place directed by the City Council to receive the censure. It shall be given publicly, and the member shall not make any statement in support of or in opposition thereto or in mitigation thereof. A censure shall be deemed administered at the time it is scheduled whether or not the member appears as required.

4. Other sanctions. Any sanction imposed under this Code of Ethics is in addition to and not in lieu of any other penalty, sanction or remedy which may be imposed or sought according to law or equity, including, but not limited to:

   (a) Declaration of vacancy by City Council pursuant to Charter Sections 2.02 or 2.06.
   (b) Voiding of a contract entered into in violation of Charter Section 11.07 (Personal Interest)
   (c) Forfeiture of office for violation of Charter Section 11.07 (Personal Interest)
   (d) Civil penalties of $500 and possible forfeiture of office pursuant to RCW 42.23.050.
   (e) Removal or recall from office pursuant to state law.
   (f) Removal from leadership positions, boards and commissions and other official positions or duties that do not conflict with Washington statutes.
   (g) Initiation of appropriate civil actions against any person member who violates this Code.
   (h) Injunctive relief to ensure that violation of this Code or of other provisions of law cease and desist.

Title: Administrative/Council/City Manager	
Policy and Procedure Number: 100-36	Supersedes (Number and Title): 12/13/2021
Citywide policy: City Council Code of Ethics and Conduct	
Effective Date: 05/04/2026	Approved by (Name, Title and Signature):

1.0 Purpose

The purpose of this policy is to establish a formal code of ethics by which Councilmembers will conduct themselves while serving on the Vancouver City Council.

2.0 Organizations Affected

City Council/City Manager

3.0 References

City Council Resolution M-3268, December 20, 1999

City Council Resolution M-3741, July 18, 2011

City Council Resolution M-4157, December 13, 2021

City Council Resolution M-____, May 4, 2026

4.0 Declaration of Policy

It is essential to the proper administration and operation of the City of Vancouver that the City Council be and give the appearance of being independent and impartial; that elective office with the City of Vancouver not be used for personal benefit; and that the public have confidence in the integrity of the City. In recognition of these goals, the City has adopted this Code of Ethics, which is applicable to all members of the City Council.

The purpose of this Code is to establish standards of ethical conduct applicable to the City Councilmembers, including the Mayor, in the discharge of their duties by prescribing essential restrictions against conflict of interest, violations of the appearance of impropriety, or other conduct not consistent with good ethical practices while not creating unnecessary barriers to public service. To that end, Councilmembers should not be denied the opportunity available to all other community members to acquire and maintain private economic interests, except in circumstances in which a conflict of interest would reasonably result.

It is required that all Councilmembers comply with the law and all other applicable rules and regulations governing the conduct of public officials. The standards in this Code shall not preclude other standards required by law including but not limited to, Ch.42.23 RCW- Code of Ethics for Municipal Officers-Contract Interests, Ch. 42.20 RCW- Misconduct of Public Officers and Ch. 42.36- Appearance of Fairness. Nothing in this Code of Ethics shall be construed to limit full compliance with applicable federal and state laws and applicable rules and regulations governing the conduct of public officials now existing or hereinafter enacted.

5.0 Avoidance of the Appearance of Impropriety

All members of the City Council should conduct their official duties with integrity and impartiality and in a manner that avoids even the appearance of impropriety or a conflict of interest between public duties and private interests.

Appearance of impropriety means conduct that would lead a reasonable person, with knowledge of the relevant facts, to conclude that a Councilmember's independence, integrity, or impartiality is impaired even if no actual violation of law or ethical rule has occurred. Appearance of impropriety can also occur if a Councilmember, by their conduct or participation in activities, gives reasonable basis for the impression that any person can improperly influence the Councilmember or unduly enjoy the Councilmember's favor in the performance of official City actions, or that the Councilmembers is affected in the performance of the official act or actions by the kinship, rank, or association with any person.

6.0 Standards of Ethical Conduct

A. Personal Interests in Contracts Prohibited

No Councilmember shall participate in their capacity as a councilmember in the making of a contract in which the Councilmember has a personal interest, direct or indirect, or performs in regard to such a contract some function requiring the exercise of discretion on behalf of the City. Except, that this prohibition shall not apply where the councilmember has only a remote interest in the contract as defined in RCW 42.23.040 and summarized below and where the fact and the extent of such interest is disclosed and noted in the official minutes or similar records of the City prior to formation of the contract and thereafter the City Council authorizes, approves, or ratifies the contract in good faith by a vote of its membership without counting the vote or votes of the Councilmember(s) having the remote interest

For purposes of this section, a "remote interest' means:

1. that of a non-salaried officer of a non-profit corporation;

2. that of an employee or agent of a contracting party where the compensation of such employee or agent consists entirely of fixed wages or salary;

3. that of a landlord or tenant of a contracting party;

4. that of a holder of less than one percent of the shares of a corporation, limited liability company or other entity which is a contracting party.

B. Personal Influence in Contract Selection Prohibited.

No Councilmember shall influence the City's selection of, or its conduct of business with, a corporation, person, or firm having or proposing to do business with the City if the Councilmember has a personal financial interest, direct or indirect in or with the corporation, person, or firm, unless such interest is a remote interest as defined in RCW 42.23.040 and summarized herein and where the fact and extent of such interest is disclosed and noted in the official minutes or similar records of the City prior to formation of the contract and thereafter the City Council authorizes, approves, or ratifies the contract in good faith by a vote of its membership sufficient for the purpose without counting the vote or votes of the Councilmember(s) having the remote interest.

Example:

A Councilmember is requested to vote to award a contract to a company that employs the Councilmember. If the Councilmember has a beneficial interest in the

contract either direct or indirect such as through a business profit sharing plan, the contract cannot be approved. If the Councilmember has no such interest and/or is subject to the remote interest rule, the Councilmember must disclose their interest and abstain from voting. Further, the Councilmember may not attempt to influence the votes of other Councilmembers. Questions regarding these kinds of situations should be directed to the City Attorney for review.

C. Disclosure of Confidential Information

A Councilmember shall not disclose or use any confidential, privileged, or proprietary information gained by reason of their position for a purpose other than a City purpose; provided, that nothing shall prohibit the disclosure or use of information which is a matter of public knowledge, or which is available to the public on request. Information obtained during Executive Sessions is deemed confidential.

Example:

A Councilmember purchases land with advanced, undisclosed knowledge of the route of a new transit line that, when completed, will substantially increase the value of the land. The Councilmember's purchase of the land based on "inside" information violates this section off the Code of Ethics.

While having a conversation with Union leadership, a Councilmember discloses information discussed during Executive Session about labor negotiation strategy. The Councilmember's conduct violates this section's prohibition against disclosing information discussed in Executive Session.

D. Acceptance of Compensation, Gifts, Favors, Rewards, or Gratuity Prohibited.

1. City Councilmembers may not, directly or indirectly, give or receive, or agree to give or receive, any compensation, gift, favor, reward, or gratuity for a matter connected with or related to the officer's performance of official duties for the city. Prohibited conduct includes, but is not limited to, the following:

a) Accepting cash or other cash equivalents such as gift cards or gift certificates regardless of value except as part of an internal, recognized, and sanctioned city incentive program.
b) Accepting gifts, gratuities, loans, entertainment or other items of value from anyone with whom the city regularly transacts business, who has or seeks a contract with the city, or who desires other official action from the city.
c) Giving, offering or promising anything of value to a customer, a potential customer, or a financial institution in connection with any

transaction or business that the city may have with that customer, potential customer, or financial institution.

d) Misusing confidential city information or disclosing such information to any individual who does not have a need to know the information.
e) Using the city's name, account or credit to purchase merchandise for personal use

2. Exceptions. The prohibition regarding accepting compensation, gifts, or rewards shall not apply to:

a) Receiving items from family members or friends where it is clear beyond a reasonable doubt that the gift was not made to gain or maintain influence;
b) Receiving items exchanged equally among Councilmembers at a social event hosted or sponsored by an officer of the city for other officers or employees of the city.
c) Receiving items of nominal value provided for advertising purposes such as pens, calendars, or items received at a conference;
d) Payment by a governmental or non-governmental entity of reasonable expenses incurred in connection with a speech, presentation, appearance or trade mission_made in an official capacity. Reasonable expenses are limited to travel, lodging and subsistence expenses incurred the day before through the day after the event;
e) Payment of fees and reasonable travel expenses for attending seminars or educational programs sponsored by a government or *bona fide* non-profit professional, educational, trade or charitable association or institution. Reasonable expenses are limited to travel, lodging and subsistence expenses incurred the day before through the day after the event;
f) Discounts available to the individual as a member of a group, occupation or similar broad-based group;
g) Awards, prizes, scholarships or other items provided in recognition of academic, sport, or scientific achievement;
h) Attendance of the Councilmember at a hosted meal where official attendance by the Councilmember as a city representative is appropriate;
i) Campaign contributions that are in compliance with Chapter 42.17 RCW.

Example:

The Anyname Company has submitted a bid on a City project. The President of Anyname approaches a City Councilmember and promises that if their firm is the successful contract bidder, they will buy supplies from a firm owned by the Councilmember. The Councilmember promises to use their position to secure the contract for Anyname. Such actions are a violation of this section of the Ethics Code.

E. Certain Employment Prohibited.

No City Councilmember shall engage in or accept employment or render services for any employer when such employment or service creates a conflict of interest with a duty owed to the city or conflicts with the proper discharge of official city duties.

Example:

A Councilmember, who is also a real estate agent, represents a client who is in competition with the City for a parcel of land. The Councilmember is in violation of this section of the Code of Ethics.

F. Personal Interest in Legislation Prohibited.

No City Councilmember shall benefit either directly or indirectly from any legislation or have a financial interest in any legislation coming before the City Council nor participate in discussion with or give an opinion on such legislation, unless such interest is a remote interest as defined in this section and where the fact and extent of such interest is disclosed and noted on the record of the Council, or similar records of the City prior to consideration of the legislation by the City Council. City Councilmembers' participation in the enactment of legislation shall be governed by Ch. 42.23 RCW- the Code of Ethics for Municipal Officers and Ch. 42.36 RCW- The Appearance of Fairness Doctrine. City Councilmembers shall not be prohibited from participating in the adoption of legislation when the Councilmember has only a remote interest in the legislation as defined in this section, which has been disclosed, and the legislation is applicable to the general public and not of specific or unique benefit to the Councilmember. Questions regarding these kinds of situations should be directed to the City Attorney for review.

G. Improper Use of Position Prohibited.

A Councilmember shall avoid the appearance of impropriety and not knowingly use their office or position to secure personal benefit, gain or profit, or use their

position to secure special privileges or exceptions for themself, or for the benefit, gain, or profits of any other persons.

H. Improper Use of City Personnel Prohibited.

A Councilmember shall not employ or use any person under their official control or direction for personal benefit, gain, or profit.

I. Improper Use of City Property Prohibited.

A City Councilmember shall not use city-owned vehicles, equipment, materials, money, or property for personal or private convenience or profit. Such use is restricted to those city services that are available to the public generally, for the authorized conduct of official business or for such purposes and under such conditions as are approved by the city council, city manager or designee.

A Councilmember shall not utilize the City's name, letterhead or logo for the purpose of endorsing any political candidate, business, commercial product, or service.

7.0 Harassment Prevention

A. Policy: harassment prohibited.

The City of Vancouver is committed to providing a diverse work environment free from discrimination and harassment where all people are treated, and are expected to treat others, with dignity and respect. The City does not condone or tolerate discriminatory, harassing, retaliatory, intimidating, offensive, or disrespectful conduct. Councilmembers have a responsibility to assist in this commitment by modeling appropriate conduct, and refraining from engaging in harassing conduct directed at an individual because of their race, religion, color, national origin, pregnancy, military status, age, gender, sexual orientation, marital status and/or the presence of any physical or mental disability and/or any other status protected by law. Such harassing conduct is strictly prohibited. Any conduct which may be construed as retaliation against an individual because they made a complaint of harassment is also strictly prohibited.

B. Definitions and Guidelines.

1. "Harassing Conduct." As a general rule, harassing conduct includes behavior that is demeaning, insulting, offensive or intimidating. It can include verbal conduct such as unwanted sexual or racist comments; non-verbal behavior such as suggestive looks; and physical behavior such as pats, squeezes or brushing against someone's body. The conduct will be considered harassing and a violation of this

policy if it is offensive or unwelcome, even if the conduct was not intended to be harassing.

Harassing conduct can take many forms. It can include:

- Demeaning, insulting, intimidating, or sexually suggestive written, recorded or electronically transmitted messages;
- Using demeaning or inappropriate names or labels that others find offensive;
- Making vulgar comments, using profane language, using indecent gestures or discussing sexual activities;
- Unwanted physical contact or conduct of any kind, including sexual flirtations, touching, advances, or propositions;
- Verbal abuse of any kind;
- The display of demeaning, insulting or sexually suggestive objects or pictures, including nude photographs;
- Blaming victims of harassment for causing the problem; or
- Continuing offensive behaviors after one has objected to that behavior.

2. "Retaliation." Retaliation is any action taken to punish an individual for making a complaint of harassment or to obtain revenge for making the complaint is retaliation, even if the complaint is unfounded.

Examples of retaliatory conduct include any of the following when made for making a complaint of harassing conduct:

- Harassing or intimidating an individual in any way;
- Making or encouraging unjustified disciplinary action;
- Directly or indirectly encouraging others to retaliate against an individual who has made a complaint of harassment; or
- Making or encouraging any action which is detrimental to the employee's job such as a demotion, a poor performance evaluation, or making it difficult for the employee to perform job duties.

This Policy applies equally to all Council members regardless of whether they are working inside City Hall or within the community.

8.0 Impermissible Conduct After Leaving City Office

A. Disclosure of Privileged, Confidential, or Proprietary Information Prohibited.

No former City Councilmember shall disclose or use for their personal gain or that of any other person any privileged, confidential, or proprietary information gained because of their City office.

B. Participation in City Matters Prohibited.

No former City Councilmember shall, during the period of one year after leaving office:

1. Assist any person in matters involving the city if, while in the course of duty with the city, the former Councilmember was officially involved in the matter, or personally and substantially participated in the matter, or acted on the matter; or

2. Represent any person as an advocate in any matter in which the former Councilmember was involved while a Councilmember; or

3. Participate as or with a bidder, vendor, or consultant in any competitive selection process for a city contract in which he or she assisted the city in determining the project or work to be done or the process to be used.

9.0 Violation of the Code of Ethics

Any person who has information that a Councilmember may have violated the Code of Ethics shall provide that information in writing to the City Council and the City Manager. The written complaint must be based substantially upon the personal knowledge of the complainant and signed by the person filing the complaint. No action will be taken on any complaint which is filed later than three (3) years after a violation of the Code of Ethics is alleged to have occurred.

Upon receipt of the complaint, the City Council, and/or the City Manager shall provide it to the City Attorney who shall promptly review the information and determine whether the complaint, on its face, alleges facts that, if true, would substantiate a violation of the Code of Ethics and shall report back to the Council in writing with a recommendation to either refer the allegations to an outside investigator or dismiss the complaint. The City Council at its next regular meeting, shall review the City Attorney's report and make a determination as to whether or not the Council shall refer the allegation(s) or dismiss the complaint. If council dismisses the complaint, it will take no further action.

If so referred, the outside investigator shall conduct an investigation of the complaint and prepare written findings and conclusions within sixty 60 days of the date the complaint

was referred to the outside investigator unless an extension is granted by the Council. The Councilmember accused of the ethics violation shall have the right to respond in writing to the complaint which information shall be reviewed and taken into consideration by the outside investigator.

Upon completion of the investigation, the outside investigator shall issue an advisory report to the Council, City Manager, and City Attorney. The report shall set forth findings and conclusions demonstrating whether or not, based on a preponderance of the evidence, the councilmember has violated this Code of Ethics (the "Report").

Within fifteen (15) business days of the receipt of the Report, the Council (excluding the accused Councilmember) shall convene to review the Report and take action. Action may include the following: 1.) dismissal of the complaint on the basis that no violation of the Code of Ethics has occurred; or 2.) remand to the outside investigator to obtain additional information in order for the Council to decide whether a violation has occurred; or 3.) a determination that by a preponderance of the evidence, a violation of the Code of Ethics has occurred in which case the Council shall impose any of the sanctions below. The action of the Council shall be final and not subject to further review or appeal except as may otherwise be provided by law. Council sits as a policy-making body not a quasi-judicial body when making its determination.

Action by Council may take any of the following sanctions:

1. Admonition. An admonition shall be verbal non-public statement made by the Mayor to the member.

2. Reprimand. A reprimand shall be administered to the Councilmember by letter. The letter shall be prepared by the City Council and shall be signed by the Mayor.

3. Censure. A censure shall be a written statement administered personally to the member. The individual shall appear at a time and place directed by the City Council to receive the censure. It shall be given publicly, and the member shall not make any statement in support of or in opposition thereto or in mitigation thereof. A censure shall be deemed administered at the time it is scheduled whether or not the member appears as required.

4. Other sanctions. Any sanction imposed under this Code of Ethics is in addition to and not in lieu of any other penalty, sanction or remedy which may be imposed or sought according to law or equity, including, but not limited to:

a) Declaration of vacancy by City Council pursuant to Charter Sections 2.02 or 2.06.
b) Voiding of a contract entered into in violation of Charter Section 11.07 (Personal Interest)
c) Forfeiture of office for violation of Charter Section 11.07 (Personal Interest)
d) Civil penalties of $500 and possible forfeiture of office pursuant to RCW 42.23.050.
e) Removal or recall from office pursuant to state law.
f) Removal from leadership positions, boards and commissions and other official positions or duties that do not conflict with Washington statutes.
g) Initiation of appropriate civil actions against any person member who violates this Code.
h) Injunctive relief to ensure that violation of this Code or of other provisions of law cease and desist.

To: Mayor and City Council
From: City Manager
Date: May 4, 2026

Subject
Approval of the Claim Vouchers

Action Requested
Approve claim vouchers for May 4, 2026.

Attachments:
1. May 4, 2026 Claim Vouchers

Voucher Approval Summary - City of Vancouver

This sheet summarizes the voucher totals submitted for Council approval for the reporting period shown below.

We, the undersigned Council Members of the City of Vancouver, Clark County, Washington, 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:

Total Amount Approved: $ 10,331,362.65

On Council Meeting Date: Monday, May 4, 2026

Mayor _____

Council Member _____

Council Member _____

Auditing Officer Cyndi A. Turner Digitally signed by Cyndi A. Turner Date: 2026.04.28 09:52:39 -07'00' _____

Reporting Period	Payment Categories	Payment Categories Total
April 20, 2026 - April 26, 2026	Accounts Payable Checks (See Attached)	$ 5,723,494.63
April 20, 2026 - April 26, 2026	Hansen City Payments (See Attached)	$ 10,291.49
April 20, 2026 - April 26, 2026	Visa Refunds (See Attached)	$ 2,684.10
April 20, 2026 - April 26, 2026	Payroll Checks (See Attached)	$ 4,594,892.43
	TOTAL	**$ 10,331,362.65**

This information is structured for accessibility and screen navigation.

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Customer Refund	Check	30840	4/22/2026	4,739.28	HOLLAND WASHINGTON & SIXTH, LLC	Overpayment on Acct #93862
Customer Refund	Check	30841	4/22/2026	50.09	MARIE E HUTCHINSON	Overpayment on Diversion agreement
Miscellaneous Payment	Check	30842	4/22/2026	71.13	Gordon Rodewald	Refund parking permit no longer needed.
Miscellaneous Payment	Check	30843	4/22/2026	3.50	Katerina Sosa	Duplicate Parking Payment 3/18
Miscellaneous Payment	Check	30844	4/22/2026	277.90	Melodies LLC	Refund overpayment of B&O Tax
Miscellaneous Payment	Check	30845	4/22/2026	100.00	Northfield Neighborhood Association	2025 Resource Conservation Challenge
Miscellaneous Payment	Check	30846	4/22/2026	90.00	Osborn Consulting	Refund payment to INV#77087725
Miscellaneous Payment	Check	30847	4/22/2026	10,722.00	Proline Plumbing LLC	LUP-85829 (jobsite: 3304 NE 58th Street)
Miscellaneous Payment	Check	30848	4/22/2026	6.50	Ruby Grendahl	Duplicate Parking Payment 1/30
Miscellaneous Payment	Check	30849	4/22/2026	100.00	Village at Fisher's Landing Neighborhood Association	2025 Resource Conservation Challenge
Miscellaneous Payment	Check	30850	4/22/2026	61.00	Walmart	Refund duplicate payment to INV#77087009
Ad Hoc Payment	Check	30851	4/22/2026	357.21	7721 SE 17th LLC	7721 SE 17TH ST ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	30852	4/22/2026	166.53	Alix,Sean	1906 GRAND BLVD ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	30853	4/22/2026	1,000.00	Brumfiel,Triston M	3009 K ST ,VANCOUVER,WA,98663
Ad Hoc Payment	Check	30854	4/22/2026	43.28	Chaudhary,Sanjay or Roselyn	7705 NE 19TH WAY ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	30855	4/22/2026	24.50	Costa,James or Julie	904 E 33RD ST ,VANCOUVER,WA,98663
Ad Hoc Payment	Check	30856	4/22/2026	144.21	Dougherty,James	3915 I ST ,VANCOUVER,WA,98663
Ad Hoc Payment	Check	30857	4/22/2026	60.51	Eisenberg,Samuel	2910 Q ST ,VANCOUVER,WA,98663
Ad Hoc Payment	Check	30858	4/22/2026	352.50	Estate of Mary Hauser	2014 TODD RD ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	30859	4/22/2026	128.06	Huteson,Scott or Sarah	12813 NE 102ND ST ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	30860	4/22/2026	64.13	JDATK Investments II LLC	205 W 32ND ST ,VANCOUVER,WA,98660
Ad Hoc Payment	Check	30861	4/22/2026	123.00	Joanna Gunderson Yeisley or David Yeisley	10723 NE 144TH AVE ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	30862	4/22/2026	147.44	Johnson,Danielle	11217 NE 84TH CIR ,VANCOUVER,WA,98662

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Ad Hoc Payment	Check	30863	4/22/2026	56.45	Locke,John C	9006 NE 89TH CIR ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	30864	4/22/2026	91.56	Madison Trust Company	8618 SAINT HELENS AVE ,VANCOUVER,WA,98664
Ad Hoc Payment	Check	30865	4/22/2026	142.00	Margarita Ruiz Reyes or Juan Manuel Ruiz Silva	9611 NE 152ND AVE ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	30866	4/22/2026	185.00	Maxwell,Kimberley	4104 FARVIEW DR ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	30867	4/22/2026	48.83	Michelle or Eric Van Tassel or Owen Jones	2908 E 13TH ST ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	30868	4/22/2026	51.98	Miller,Lois	3300 E 26TH ST ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	30869	4/22/2026	65.88	Mynd Management Inc	14207 NE 104TH CIR ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	30870	4/22/2026	275.01	Opendoor Property Trust I	2323 NE GENERAL ANDERSON AVE ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	30871	4/22/2026	77.61	Orthmeyer,Courtney or Kyle	9600 NE 72ND ST ,VANCOUVER,WA,98662
Ad Hoc Payment	Check	30872	4/22/2026	57.53	Pflugradt,Douglas Paul	6117 KANSAS ST ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	30873	4/22/2026	50.85	Santana Contreras,Idalia	2912 T ST ,VANCOUVER,WA,98663
Ad Hoc Payment	Check	30874	4/22/2026	100.24	Sarah Foster or Matthew Holzberg	4109 NE 166TH AVE ,VANCOUVER,WA,98682
Ad Hoc Payment	Check	30875	4/22/2026	208.31	South,Madison or Matthew	3210 M ST ,VANCOUVER,WA,98663
Ad Hoc Payment	Check	30876	4/22/2026	57.68	Susan Bradley or Cassandra Smith	13708 SE 37TH ST ,VANCOUVER,WA,98683
Ad Hoc Payment	Check	30877	4/22/2026	171.60	Terry,Carleen	2323 NE GENERAL ANDERSON AVE ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	30878	4/22/2026	86.36	Webber,Mark or Amy	6101 NE 38TH PL ,VANCOUVER,WA,98661
Ad Hoc Payment	Check	30879	4/22/2026	150.06	William Meessen or Caitlyn Nelson	14511 NE 10TH ST ,VANCOUVER,WA,98684
Supplier Payment	Check	30880	4/22/2026	2,768.66	Accurate Corporate Services Inc	
Supplier Payment	Check	30881	4/22/2026	44.80	Airgas, Inc	
Supplier Payment	Check	30882	4/22/2026	220.00	Allegiance Benefit Plan Management Inc (COBRA)	
Supplier Payment	Check	30883	4/22/2026	14,100.00	Allegis Group Holdings Inc - Remit-To: TekSystems Inc - Atlanta	
Supplier Payment	Check	30884	4/22/2026	30.00	Amex Products Inc	
Supplier Payment	Check	30885	4/22/2026	21,374.10	Arborscape Ltd Inc	

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INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Supplier Payment	Check	30886	4/22/2026	11,398.88	Archaeological Services LLC	
Supplier Payment	Check	30887	4/22/2026	1,750.00	BLX Group LLC	
Supplier Payment	Check	30888	4/22/2026	11,101.39	Brown & Wilson Partnership LLC	
Supplier Payment	Check	30889	4/22/2026	18,858.72	Carahsoft Technology	
Supplier Payment	Check	30890	4/22/2026	2,500.00	CFM Strategic Communications, Inc.	
Supplier Payment	Check	30891	4/22/2026	1,114.18	Clark County Fire District 5	
Supplier Payment	Check	30892	4/22/2026	256,425.71	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	30893	4/22/2026	2,700.00	Clark County Title Company - Remit-To: Clark County - Reconveyance Fees	
Supplier Payment	Check	30894	4/22/2026	120.22	Clifford & Martin, Inc	
Supplier Payment	Check	30895	4/22/2026	6,825.86	Columbia Resource Company	
Supplier Payment	Check	30896	4/22/2026	5,840.32	Community Mediation Services - Remit-To: Community Mediation Services - Vancouver	
Supplier Payment	Check	30897	4/22/2026	107.86	Connecta Satellite Solutions LLC	
Supplier Payment	Check	30898	4/22/2026	4,500.00	Edward Yee Wong	
Supplier Payment	Check	30899	4/22/2026	816.75	EMS Technology Solutions LLC	
Supplier Payment	Check	30900	4/22/2026	21,000.00	Evergreen Habitat for Humanity	
Supplier Payment	Check	30901	4/22/2026	2,940.00	Evergreen School District 114	
Supplier Payment	Check	30902	4/22/2026	5,000.00	EVision Solutions LLC	
Supplier Payment	Check	30903	4/22/2026	1,500.00	Garrison Development LLC	
Supplier Payment	Check	30904	4/22/2026	4,773.41	Genuine Parts Company - Remit-To: NAPA - Vancouver	
Supplier Payment	Check	30905	4/22/2026	5,826.00	Groundwater Solutions, Inc.	
Supplier Payment	Check	30906	4/22/2026	409.45	Harold LeMay Enterprises	
Supplier Payment	Check	30907	4/22/2026	5,000.00	Healthcare Actuaries	
Supplier Payment	Check	30908	4/22/2026	19,778.10	Herrera Environmental Consultants Inc	
Supplier Payment	Check	30909	4/22/2026	46,900.00	Hill Villa	
Supplier Payment	Check	30910	4/22/2026	23,423.26	Janus Youth Programs Inc	

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INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Supplier Payment	Check	30911	4/22/2026	13,000.00	KT Kanso LLC 2	
Supplier Payment	Check	30912	4/22/2026	3,677.39	L.N. Curtis & Sons	
Supplier Payment	Check	30913	4/22/2026	1,437.07	Lakeside Industries Inc - Remit-To: Lakeside - LB Seattle	
Supplier Payment	Check	30914	4/22/2026	35,027.64	Life Insurance Company of North America	
Supplier Payment	Check	30915	4/22/2026	5,400.00	Man's Best Friend Inc	
Supplier Payment	Check	30916	4/22/2026	1,807.60	McFarlanes Bark Inc	
Supplier Payment	Check	30917	4/22/2026	93,536.46	Moore Iacofano Goltsman, Inc	
Supplier Payment	Check	30918	4/22/2026	600.00	Nagra & Atwal Corporation	
Supplier Payment	Check	30919	4/22/2026	5,491.94	National Park Service - Remit-To: National Park Service - Pearson Lease	
Supplier Payment	Check	30920	4/22/2026	286.55	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	30921	4/22/2026	8,196.00	Portland Adventist Medical Center	
Supplier Payment	Check	30922	4/22/2026	13.51	Qwest Corporation - Remit-To: CenturyLink - Phoenix	
Supplier Payment	Check	30923	4/22/2026	6,127.74	Qwest Corporation - Remit-To: Qwest Corp- Seattle	
Supplier Payment	Check	30924	4/22/2026	1,520.32	Ron Turley Associates	
Supplier Payment	Check	30925	4/22/2026	2,885.85	San Diego Police Equipment Co Inc	
Supplier Payment	Check	30926	4/22/2026	10,880.00	Shandra Terry	
Supplier Payment	Check	30927	4/22/2026	78,317.20	Southwest Washington Humane Society	
Supplier Payment	Check	30928	4/22/2026	10,476.75	Stantec Consulting Services Inc - Remit-To: Stantec - Chicago	
Supplier Payment	Check	30929	4/22/2026	5,000.00	State of Washington Department of Transportation - Remit-To: WADOT - PO Box 47305	
Supplier Payment	Check	30930	4/22/2026	136,000.00	State of Washington Department of Transportation - Remit-To: WADOT - PO Box 47339	
Supplier Payment	Check	30931	4/22/2026	25,692.21	State of Washington Department of Transportation - Remit-To: WADOT - PO Box 47339	
Supplier Payment	Check	30932	4/22/2026	1,265.59	Trilogy MedWaste West, LLC	

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INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Supplier Payment	Check	30933	4/22/2026	160.88	UKG Kronos Systems LLC - Remit-To: Atlanta	
Supplier Payment	Check	30934	4/22/2026	8,700.00	Vancouver School District #37	
Supplier Payment	Check	30935	4/22/2026	164.15	Vestis Group, Inc - Remit-To: Vestis - Pasadena	
Supplier Payment	Check	30936	4/22/2026	81.68	W.B. Sprague Co. Inc.	
Supplier Payment	Check	30937	4/22/2026	792.94	Walter E Nelson Company	
Supplier Payment	Check	30938	4/22/2026	12,118.52	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	30939	4/22/2026	25,957.02	Wex Bank	
Supplier Payment	Check	30940	4/22/2026	2,347.78	Zayo Group Holding Inc - Remit-To: Zayo Group Holding Inc	
Supplier Payment	Check	30941	4/24/2026	5,128.72	Aflac	
Supplier Payment	Check	30942	4/24/2026	6,264.42	AFSCME Local #307	
Supplier Payment	Check	30943	4/24/2026	575.00	California State Disbursement Unit	
Supplier Payment	Check	30944	4/24/2026	2,533.50	Chapter 13 - Trustee	
Supplier Payment	Check	30945	4/24/2026	491.00	Hawaii SDU	
Supplier Payment	Check	30946	4/24/2026	759.96	IAM Local #1374	
Supplier Payment	Check	30947	4/24/2026	9,142.30	Life Insurance Company of North America	
Supplier Payment	Check	30948	4/24/2026	1,275.00	MFS Service Center Inc	
Supplier Payment	Check	30949	4/24/2026	125.00	OPEIU Local #11	
Supplier Payment	Check	30950	4/24/2026	6,894.15	OPEIU Local #11	
Supplier Payment	Check	30951	4/24/2026	974.00	Teamsters Local #58	
Supplier Payment	Check	30952	4/24/2026	367.50	UA Local #290	
Supplier Payment	Check	30953	4/24/2026	2,823.94	Western Conference of Teamsters	
Supplier Payment	Check	30954	4/24/2026	1,560.78	Western Metal Industry Pension Fund	
Expense Payment	Direct Deposit	EFT-00346831	4/23/2026	136.00	Brittany Bridger	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00346832	4/23/2026	45.89	Spencer Harris	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00346833	4/23/2026	238.50	Ty Stober	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00346834	4/23/2026	36.94	Brian Taylor	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00346835	4/23/2026	90.35	Sheryl Hale	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00346836	4/23/2026	50.00	Sarah Leffler	Employee Reimbursement

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INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Expense Payment	Direct Deposit	EFT-00346837	4/23/2026	14.88	Jason Hathaway	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00346838	4/23/2026	240.62	Joseph Muirhead	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00346839	4/23/2026	877.75	Glenn Donald	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00346840	4/23/2026	300.75	Chad Lawry	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00346841	4/23/2026	341.00	Zach Auld	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00346842	4/23/2026	418.00	Tammy Michelson	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00346843	4/23/2026	341.00	Ashley Williams	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00346844	4/23/2026	156.00	Katherine Stokke	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00346845	4/23/2026	301.00	Cole Rodriguez	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00346846	4/23/2026	300.75	Cale Baker	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00346847	4/23/2026	341.00	Casey Heinzman	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00346848	4/23/2026	222.19	Anthony Tortorici	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00346849	4/23/2026	219.00	Kyle Privett	Travel Advance
Expense Payment	Direct Deposit	EFT-00346850	4/23/2026	1,124.07	John Drake	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00346851	4/23/2026	333.74	Lon Pluckhahn	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00346852	4/23/2026	29.50	Kristi Lucht	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00346853	4/23/2026	200.37	Isidoro Flores	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00346854	4/23/2026	70.28	Ryan Morrisey	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00346855	4/23/2026	100.00	Michael Maini	Employee Reimbursement
Supplier Payment	EFT	EFT-00346856	4/23/2026	29,744.03	Duke's Root Control Inc.	
Supplier Payment	EFT	EFT-00346857	4/23/2026	704.48	Power Systems West LLC	
Supplier Payment	EFT	EFT-00346858	4/23/2026	6,012.30	Distinctive Landscape LLC	
Supplier Payment	EFT	EFT-00346859	4/23/2026	4,144.24	Life-Assist Inc	
Supplier Payment	EFT	EFT-00346860	4/23/2026	230.00	Performance Occupational Health Services, LLC	
Supplier Payment	EFT	EFT-00346861	4/23/2026	26,606.70	Fourth Plain Forward	
Supplier Payment	EFT	EFT-00346862	4/23/2026	7,933.50	Rapid Response Bio Clean Inc.	

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INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Supplier Payment	EFT	EFT-00346863	4/23/2026	242,268.89	First Forty Feet LLC	
Supplier Payment	EFT	EFT-00346864	4/23/2026	5,000.00	Sharon Svec	
Supplier Payment	EFT	EFT-00346865	4/23/2026	58,409.95	Consor North America Inc - Remit-To: Consor North America	
Supplier Payment	EFT	EFT-00346866	4/23/2026	2,757.45	PC Specialists Inc - Remit-To: TIG - San Diego	
Supplier Payment	EFT	EFT-00346867	4/23/2026	21,400.00	S&F Land Services, LLC	
Supplier Payment	EFT	EFT-00346868	4/23/2026	108,065.72	City Electric Co	
Supplier Payment	EFT	EFT-00346869	4/23/2026	34,318.01	West 6th VWG LLLP	
Supplier Payment	EFT	EFT-00346870	4/23/2026	4,000.00	The Amy VanCamp Experience LLC	
Supplier Payment	EFT	EFT-00346871	4/23/2026	2,700.00	The EBOA	
Supplier Payment	EFT	EFT-00346872	4/23/2026	10,122.01	Waxie's Enterprises Inc	
Supplier Payment	EFT	EFT-00346873	4/23/2026	2,497.62	Consolidated Supply Co	
Supplier Payment	EFT	EFT-00346874	4/23/2026	7,686.72	McKinstry Co., LLC	
Supplier Payment	EFT	EFT-00346875	4/23/2026	186,166.54	Wilson Oil Inc. - Remit-To: Wilson Oil Inc	
Supplier Payment	EFT	EFT-00346876	4/23/2026	196,495.48	JRT Mechanical Inc	
Supplier Payment	EFT	EFT-00346877	4/23/2026	2,361.35	Canon Financial Services Inc	
Supplier Payment	EFT	EFT-00346878	4/23/2026	7,112.10	Share	
Supplier Payment	EFT	EFT-00346879	4/23/2026	12,809.37	Northwest Staffing Resources Inc - Remit-To: Northwest Staffing Resources	
Supplier Payment	EFT	EFT-00346880	4/23/2026	7,779.20	Oregon Rifleworks LLC	
Supplier Payment	EFT	EFT-00346881	4/23/2026	122,675.34	Outsiderinn.org	
Supplier Payment	EFT	EFT-00346882	4/23/2026	19,610.06	Nelson Nygaard Consulting Associates Inc	
Supplier Payment	EFT	EFT-00346883	4/23/2026	7,250.00	Arbutus Consulting LLC	
Supplier Payment	EFT	EFT-00346884	4/23/2026	38,229.09	State of Washington Department of Enterprise Services	
Supplier Payment	EFT	EFT-00346885	4/23/2026	1,430,844.09	Skanska USA Building Inc	
Supplier Payment	EFT	EFT-00346886	4/23/2026	730.50	Marten Law LLP	
Supplier Payment	EFT	EFT-00346887	4/23/2026	10,269.09	Detection Instruments Corp	
Supplier Payment	EFT	EFT-00346888	4/23/2026	315.00	BAE Urban Economics, Inc.	
Supplier Payment	EFT	EFT-00346889	4/23/2026	8,774.75	Brown and Caldwell - Remit-To: Brown & Caldwell - San Francisco	
Supplier Payment	EFT	EFT-00346890	4/23/2026	1,971.60	State of Washington Consolidated Technology Services	
Supplier Payment	EFT	EFT-00346891	4/23/2026	3,350.22	Wilson Oil Inc.	

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Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Supplier Payment	EFT	EFT-00346892	4/23/2026	5,481.11	Accurate Investigation Services	
Supplier Payment	EFT	EFT-00346893	4/23/2026	7,322.00	First Stop Holdings LLC	
Supplier Payment	EFT	EFT-00346894	4/23/2026	13,476.44	Fehr & Peers	
Supplier Payment	EFT	EFT-00346895	4/23/2026	442.68	PBS Engineering and Environmental Inc	
Supplier Payment	EFT	EFT-00346896	4/23/2026	184.00	Universal Field Services Inc	
Supplier Payment	EFT	EFT-00346897	4/23/2026	739.75	Terracon Consultants Inc - Remit-To: Terracon Consultans Inc	
Supplier Payment	EFT	EFT-00346898	4/23/2026	9,959.45	Vancouver Housing Authority	
Supplier Payment	EFT	EFT-00346899	4/23/2026	164,921.86	Sound Distributions Inc	
Supplier Payment	EFT	EFT-00346900	4/23/2026	45,623.59	Wallis Engineering PLLC - Remit-To: Wallis Engineering	
Supplier Payment	EFT	EFT-00346901	4/23/2026	6,246.25	PointNorth Consulting, Inc.	
Supplier Payment	EFT	EFT-00346902	4/23/2026	10,966.23	Vatten Plumbing LLC - Remit-To: Vatten Plumbing LLC	
Supplier Payment	EFT	EFT-00346903	4/23/2026	1,900.00	StreamlineAM LLC	
Supplier Payment	EFT	EFT-00346904	4/23/2026	616,507.05	TCF Architecture, PLLC	
Supplier Payment	EFT	EFT-00346905	4/23/2026	1,207.50	Allegiance Benefit Plan Management Inc (Pension and Flex).	
Supplier Payment	EFT	EFT-00346906	4/23/2026	7,354.30	Picard Corp	
Supplier Payment	EFT	EFT-00346907	4/23/2026	10,151.45	Copiers Northwest Inc.	
Supplier Payment	EFT	EFT-00346908	4/23/2026	372,524.11	North Cascade Excavating	
Supplier Payment	EFT	EFT-00346909	4/23/2026	3,049.20	Foundry Construction LLC	
Supplier Payment	EFT	EFT-00346910	4/23/2026	400.00	Julia Ann Weiss	
Supplier Payment	EFT	EFT-00346911	4/23/2026	1,025.70	CoStar Reality Information Inc.	
Supplier Payment	EFT	EFT-00346912	4/23/2026	1,000.00	Andrew Prochniak	
Supplier Payment	EFT	EFT-00346913	4/23/2026	27,608.27	Wapiti NW LLC	
Supplier Payment	EFT	EFT-00348880	4/24/2026	1,293.36	Vancouver Command Guild	
Supplier Payment	EFT	EFT-00348881	4/24/2026	158.91	Legal Shield	
Supplier Payment	EFT	EFT-00348882	4/24/2026	405,769.68	Nationwide Retirements Solutions Inc	
Supplier Payment	EFT	EFT-00348883	4/24/2026	35,562.45	IAFF Local #452	
Supplier Payment	EFT	EFT-00348884	4/24/2026	12,804.85	Vancouver Police Officer Guild	
Supplier Payment	EFT	EFT-00348885	4/24/2026	25,985.81	Allegiance Benefit Plan Management Inc (COBRA)	
Supplier Payment	Manual Wire		4/17/2026	71,151.26	Paymentus Corporation	

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INVOICE PAYMENTS REPORT

Payment Category	Payment Type	Transaction Reference	Payment Date	Payment Amount	Payment Payee	Memo
Supplier Payment	Manual Wire		4/22/2026	2,061.00	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Supplier Payment	Manual Wire		4/23/2026	39,645.85	The Bank Of New York Mellon Trust Company	
Supplier Payment	Manual Wire		4/23/2026	7,280.45	Superion, LLC	
Supplier Payment	Manual Wire		4/24/2026	35,962.50	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire		4/24/2026	29,875.00	Washington State Firefighters	
Supplier Payment	Manual Wire		4/24/2026	11,874.79	Western States Health & Welfare Trust	
Supplier Payment	Manual Wire		4/24/2026	586.00	Oregon SDU	
Supplier Payment	Manual Wire		4/24/2026	6,967.20	Washington SDU	
Supplier Payment	Manual Wire		4/24/2026	34,814.15	Liberty Mutual Group Inc.	
Hansen Refunds	City Payments		4/27/2026	10,291.49	City Payments	Posted 04-20-26 - 04-26-26
Visa Refunds	Credit Card		4/27/2026	1,017.20	Miscellanous	Parks Class Refunds FCC 04-20-26 - 04-26-26
Visa Refunds	Credit Card		4/27/2026	1,666.90	Miscellanous	Parks Class Refunds MCC 04-20-26 - 04-26-26
		Payment Category	**Description**	**Total Amount**		
		Checks	Total of all check payments	1,055,735.45		
		Direct Deposit	Total of all direct deposit payments	6,529.58		
		EFT	Total of all EFT payments	4,421,011.40		
		Manual Wire	Total of all manual wire payments	240,218.20		
		Hansen Total	Total of all hansen payments	10,291.49		
		VISA Total	Total of all visa payments	2,684.10		
		Payroll Total (Separate Excel Sheet)	Total of all payroll payments	4,594,892.43		
		Grand Total	**All payments**	**10,331,362.65**		

*Please contact Procurement Services if you would like to review the justification for EMERGENCY procurement.

Payroll Council Report

Payroll council report for the period April 20, 2026 - April 26, 2026
This sheet provides a summary of all payroll-related check and EFT transactions processed during the reporting period. Each entry includes the transaction reference, date, description, and amount. This report is provided to Council to document all payroll transactions for the period.
This information is structured for accessibility and screen navigation.

Transaction Reference	Date	Explanation	Amount	
3357 - 3371	04/24/26	April 24 Payroll	$	3,598.32
346914 - 348879	04/24/26	April 24 Direct Deposits	$	4,591,294.11
		Total	**$**	**4,594,892.43**

A RESOLUTION relating to the adoption of the City's Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Annual Action Plan for the 2026 program year; authorizing the City Manager to execute agreements on behalf of the City of Vancouver consistent with the CDBG and HOME Annual Action Plan; providing for severability and an effective date.

Staff Report: 100-26

To: Mayor and City Council
From: City Manager
Date: May 4, 2026

Subject
2026 Housing and Urban Development Annual Action Plan

Key Points

- The City completes an annual Action Plan describing how federal Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funds will be awarded. The 2026 draft Annual Action Plan was posted and advertised for public review on April 14, 2026. The Action Plan will be submitted to HUD by May 15, 2026.
- Resources available for the 2026 program year (July 1, 2026 – June 30, 2027) include $1,376,134 in annual CDBG allocation funds and an estimated $350,000 in prior year resources for a total of $1,726,134 CDBG funds, and $699,455.37 in annual HOME allocation funds and an estimated $50,000 in program income and $466,133.94 in prior year resources for a total of $1,215,589.31 HOME funds, and $500,000 in HOME-ARP funds.
- Recommended CDBG, HOME, and HOME ARP funding would support 13 projects and benefit people with low-to-moderate income.
- In addition to the advertised 30-day public comment period, feedback on the 2026 Annual Action Plan as well as a substantial amendment to the 2025 Annual Action Plan will be accepted at the Public Hearing.

Strategic Plan Alignment
Housing and Human Needs – meeting basic needs and partnering with organizations to support the community

Present Situation
Introduction
Since 2003, the City of Vancouver has received a direct allocation of Community Development Block Grant (CDBG) funds from the U.S Department of Housing and Urban Development (HUD). In 2009, the City began receiving an annual allocation of HOME Investment Partnerships Program (HOME) funding directly from HUD. The City is responsible for the administration of these programs in compliance with HUD regulations and requirements and has responsibility for the final allocation of funds for program activities. Both CDBG and HOME funding must be used to benefit people with low-to-moderate income.

The 2026 Annual Action Plan covers the third year of the 2024-2028 Consolidated Plan for Housing

and Community Development. The Five-Year Consolidated Plan determines community needs, resources, priorities, and proposed activities to be undertaken through funding provided by CDBG, HOME, and other HUD programs. The Consolidated Plan is updated annually through Action Plans. Action Plans provide information to the public regarding proposed funding allocations and outcomes for programs and projects for the upcoming program year.

2026 Funds available
CDBG funding for the 2026 program year (July 1, 2026, through June 30, 2027) is $1,376,134 with reallocated prior year resources bringing the total to approximately $1,726,134. Prior year resources include a canceled $70,800 public services project with Friends of the Children. The remaining funds come from activities that were unable to fully draw entitlement awards due to the requirement that program income be spent as it is received or from contracts that were not fully expended.

The City's 2026 HOME program entitlement is $699,455.37 with prior year resources bringing the estimated total funding to $1,215,589.31. The remaining funds come from activities that were unable to fully draw entitlement funding due to the requirement that program income be spent as it is received or from contracts that were not fully expended. Additionally, prior year resources include the 2024 and 2025 15% CHDO set-aside, which was not awarded due to a lack of applicants. The City will request to de-designate the 2024 set-aside in September to utilize these funds during future years.

In 2021, the City received $2.5 million in HOME-ARP funding to support people experiencing homelessness. This funding must be spent by 2030 and is dedicated to supportive services that help individuals access or maintain stable housing. So far, about $1.6M has been allocated through 2025, while $500,000 will be allocated in the 2026 program year.

The 2026 awards are based on available funding and subject to change based on the final entitlement award, program income, and unspent funds from previous projects.

The draft 2026 Action Plan was posted for review on the City's website at www.cityofvancouver.us/cdbg from April 14 to May 14, 2026. The City will submit the final 2026 Action Plan to HUD by May 15, 2026. Once submitted, HUD has 45 days to approve the plan, and funds are expected to be available for programs beginning July 1, 2026.

CDBG Funding	
2026 entitlement funds:	$1,376,134.00
Prior year resources:	$350,000.00
TOTAL:	**$1,726,134.00**

HOME Funding	
2026 Entitlement Funds	$699,455.37

Projected Project Income	$50,000.00
Prior Year Resources	$253,000
2024 CHDO Set Aside	$107,628.00
2025 CHDO Set Aside	$105,505.94
TOTAL	**$1,215,589.31**

Application and Prioritization Process

The application process for 2026 CDBG and HOME funds began October 1, 2025, with the release of a Notice of Funds Available. On October 6, 2025, City staff hosted two informational workshops to guide interested applicants through the application process and available funding; one for housing projects and one for business assistance. A total of 26 pre-applications were submitted online through Neighborly, with 23 proposals advancing to full applications.

A 14-member Housing Advisory Committee and an 8-member Business Advisory Committee, comprised of community members with diverse backgrounds, were tasked with reviewing and prioritizing funding recommendations (see Attachment C: Review Committee Members). The committees reviewed grant proposals, attended applicant presentations, scored and ranked projects, and provided funding recommendations. Based on their input, 11 projects are recommended for funding, with one agency combining their two proposals for one award (see Attachment A: Funding Recommendations). Due to funding limitations, 11 projects could not be funded (see Attachment B: Unfunded Applications).

The average score for each application guided the prioritization of awards. Scoring factors included:

Objective Scoring (25 points)

- Risk assessment (10 points)
- Committed match (10 points)
- Projected Outcomes (5 points)

Committee Scoring (75 points)

- Need and plan alignment (20 points)
- Scope and capacity (15 points)
- Impact (15 points)
- Financial Feasibility (10 points)
- Readiness (10 points)
- Collaboration (5 points)

2026 Funding Recommendation - CDBG

Funding recommendations support the following priorities:

- Economic Development ($300,000 with $9,000 for implementation): Economic development funding provides economic opportunities to households with low to moderate income to create new jobs and increase income via tools such as business incubators, microenterprise assistance, and wrap-around business development services. In 2026, three technical assistance programs with Business Impact NW, Fourth Plain Forward, and Hispanic Metropolitan Chamber will be funded for current and new business owners to start or expand a microenterprise business.
- Housing Services ($140,000): Two CDBG-funded housing case management programs for households receiving HOME rental assistance. These programs will be administered by Janus Youth and Share.
- Public Services ($140,000): Public service funding provides supportive services designed to assist vulnerable households to overcome barriers to achieving self-sufficiency. Two programs will be funded, including a stabilization and family support program for foster youth with Fosterful and a homelessness diversion program with Council for the Homeless.
- Capacity Building Set-aside ($250,000 with $5,000 for implementation): The Capacity Building program is dedicated to growing organizational ability to manage federal requirements to successfully manage CDBG activities by building the infrastructure and capacity of grassroots, community-driven organizations. In 2026, the program will enter its third year, continuing to empower small nonprofits in Vancouver that serve people with low to moderate income. Funded at $250,000 annually for five years, the program is administered by the Community Foundation for Southwest Washington.
- Homeowner Rehabilitation Set-aside ($266,908): The City-managed program provides loans to eligible homeowners for essential home repairs. The program, in partnership with HOME funds, is expected to assist approximately 10 homeowners earning less than 80% of the area median income in maintaining the safety and stability of their homes.
- Section 108 Loan Repayment Set-aside ($340,000): Funding for Fourth Plain Community Commons was previously provided by a Section 108 loan of $4,199,000. Annual repayments of $340,000 began in 2024 and are included in 2026’s set-aside.
- Administration ($275,226 CDBG): Funding for staff to plan, coordinate, monitor and report on CDBG funded activities.

2026 Funding Recommendation — HOME
Funding recommendations for HOME awards support the following priorities.

- Tenant Based Rental Assistance ($400,000 with $10,000 for implementation): TBRA funding will support rental assistance programs for households earning up to 60% of area median income and exiting homelessness. Assistance includes security deposits and up to 24 months of rental support. These programs will be administered by Janus Youth and Share.
- Community Housing Development Organization (CHDO) Set-aside ($104,918.31): Each year, HUD requires a portion of the HOME allocation to be set aside for CHDO projects. No applications were received for CHDO funding in 2026, so the funds will be reserved for future CHDO projects or reallocated in future years.
- Homeowner Rehabilitation Set-aside ($162,592.06): The City-managed program provides loans to eligible homeowners for essential home repairs. The program, in partnership with CDBG funds, is expected to assist approximately 10 homeowners earning less than 80% of the area median income in maintaining the safety and stability of their homes.
- Housing Projects Set-aside ($250,000 with $5,000 for implementation): This funding will be awarded to Proud Ground for a down payment assistance and land trust program to ensure long-term ownership affordability. This program is expected to help three first-time homebuyers

earning up to 80% AMI.
- Administration ($69,945): Funding for staff to plan, coordinate, monitor and report on HOME-funded activities.

2026 Funding Recommendation – HOME-ARP
In 2021, the City of Vancouver received a $2,121,693 HOME-American Rescue Plan (HOME-ARP) grant from HUD. HOME-ARP has a separately approved Allocation Plan, and this funding must be spent by September 30, 2030. HOME-ARP provides supportive services to reduce homelessness and increase housing stability.

- Homeless Supportive Services ($500,000): This funding is dedicated to supportive services that help individuals access or maintain stable housing. In 2026, $500,000 will be awarded to three outreach programs; Council for the Homeless, Outsiders Inn, and Live Love.

Projected Outcomes
Projected outcomes from the recommended 2026 projects are shown below. The recommended awards would allow the City to continue making progress toward meeting the five-year projected outcomes from the 2024-2028 Consolidated Plan.

Project Type	Outcome Measure	Total Benefit
Public Services	Persons Served	525
Business Assistance	Microenterprise Businesses	176
Capacity Building	Community Based Organizations	5
Housing Services and Rental Assistance	Households	45
Homelessness Supportive Services	Households	312
Housing Rehabilitation Program	Homes Rehabilitated	10
Affordable Homeownership	Households	3

Substantial Amendment
In addition to the 2026 Annual Action Plan public comment period, the public hearing is to share and request feedback on a substantial amendment to the 2025 Action Plan. A substantial amendment is required when there is a change in allocation priorities or a change in the method of distribution of funds; carrying out an activity not previously described in the Consolidated Plan or Annual Action Plan; or a change in the purpose, scope, or beneficiaries of an activity. The following project was canceled and requires a substantial amendment to the Action Plan:

Canceled 2025 Public Service Friends of the Children Youth Mentorship program; $70,800 in awarded CDBG funding from this canceled project will be awarded to new CDBG projects in 2026.

Advantage(s)

1. Direct Community Impact: The recommended project awards will benefit Vancouver residents with low-to-moderate income by supporting affordable housing, economic opportunities and public services.
2. Alignment with Strategic Goals: These investments support continued progress toward the City's five-year goals outlined in the 2024–2028 Consolidated Plan, helping to ensure measurable outcomes and accountability in addressing community needs.

Challenge(s)

1. Potential Shifts in Federal Policy and Funding: Changes under the new federal administration may lead to revisions in HUD program requirements or funding allocations, creating uncertainty for local planning and implementation.
2. Limited HUD Staff Availability: Ongoing staffing constraints at HUD may impact the timeliness of technical assistance and guidance, which could delay clarification on program rules or approvals.

Budget Impact

Proposed funding is provided through the City's federal CDBG, HOME and HOME-ARP allocations and related program income.

Prior Council Review

May 6, 2024: Approval of the 2024-2028 HUD Five-Year Consolidated Plan

Action Requested

On Monday, May 4, 2026, finalize and approve the resolution of the 2026 HUD Annual Action Plan and amendment to the 2025 Annual Action Plan, authorizing the City Manager, or designee, to execute agreements on behalf of the City of Vancouver consistent with the 2026 CDBG and HOME Council approved funding awards; authorize the City Manager to take any legal action necessary to enforce the terms of the same.

Staff Contact

Tasha Slater, Senior Housing Project Planner, Tasha.Slater@cityofvancouver.us

Attachments:

1. Presentation
2. Resolution
3. Attachment A-C Funded, Unfunded and Committee
4. Attachment D - 2026 Draft Annual Action Plan



CITY OF
Vancouver
WASHINGTON

2026 HUD Annual Action Plan

Tasha Slater, Senior Housing Project Planner
Samantha Whitley, Housing Project Manager
Economic Prosperity and Housing
May 4, 2026

Agenda



Timeline & Community Participation



Resources & Awards

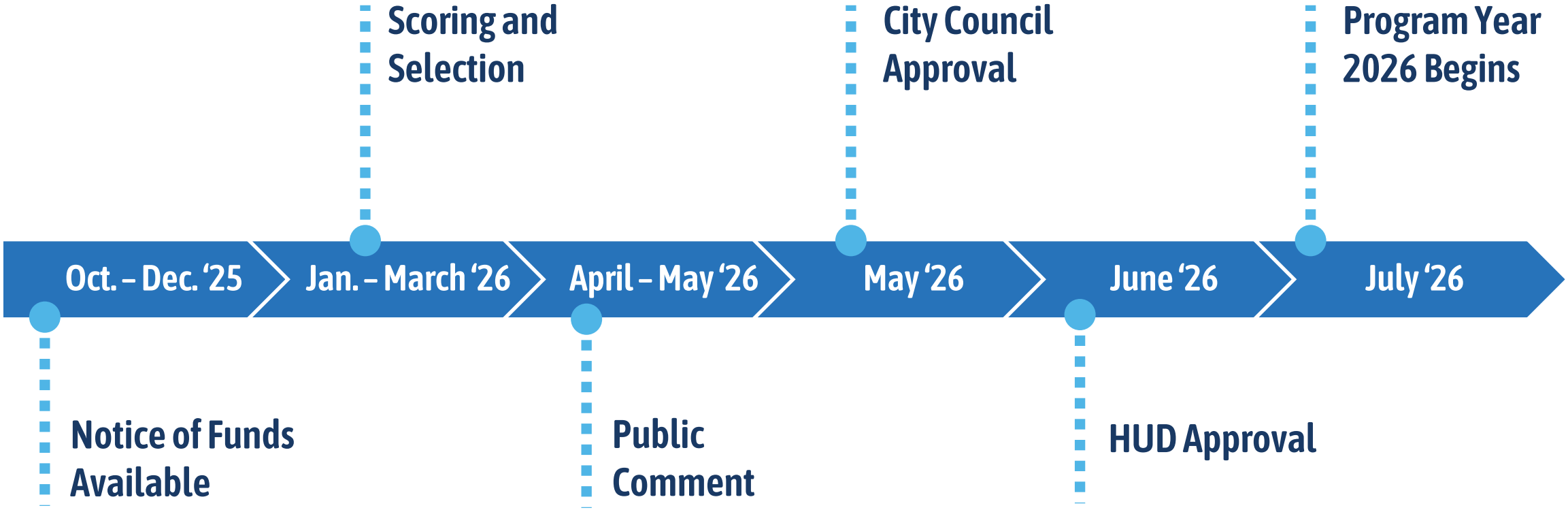


Proposed Outcomes



Substantial Amendment

Annual CDBG and HOME Timeline



Community Participation

- Over 500 partners emailed for review and comment
- Columbian newspaper ad and press release
- Social media outreach and website posting
- Physical copies of plan available at City Hall





Expected Resources

CDBG — $1,726,134

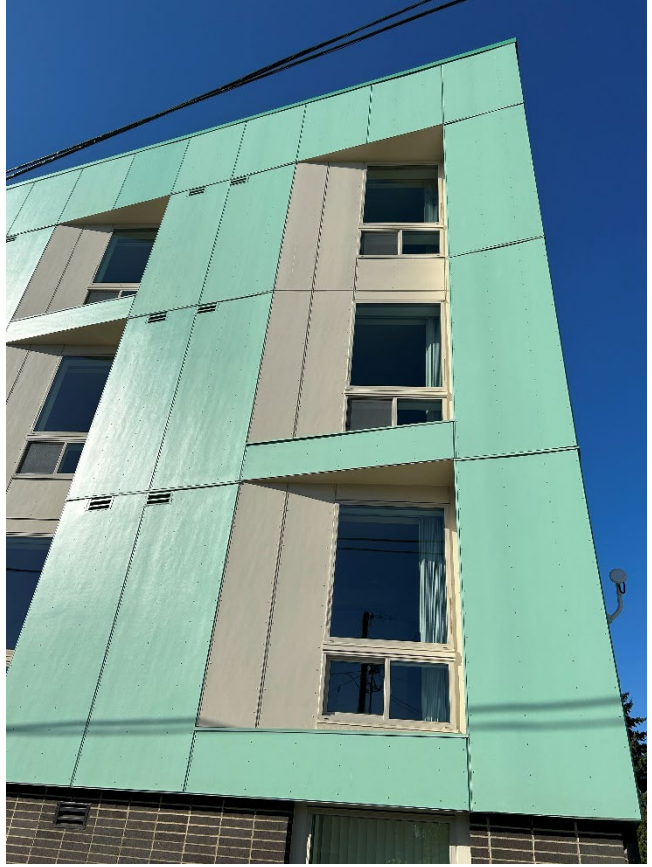
Community development, economic opportunities and public services

HOME — $1,215,589.31

Affordable housing and rental assistance

HOME-ARP — $500,000

Supportive services for people experiencing homelessness









Agencies Awarded

Rental Assistance $550,000

- Janus Youth Programs
- Share

Capacity Building $255,000

- Community Foundation

Supportive Services $500,000

- Council for the Homeless
- Live Love
- Outsiders Inn

Agencies Awarded

Business Assistance $309,000

- Business Impact NW
- Fourth Plain Forward
- Hispanic Metropolitan Chamber

Public Service $140,000

- Council for the Homeless
- Fosterful

Homeownership $255,000

- Proud Ground









Funding Set-Asides

- Homeowner Rehab **$429,500.06**
- Community Housing Development Organization (CHDO) **$318,052.25**
- Section 108 Loan **$340,000**
- Administration **$345,171**



Proposed outcomes from these awards

324
people will receive services to prevent homelessness or support foster youth

312
people experiencing homelessness will be assisted with outreach and housing

45
households experiencing homelessness will access housing with rental assistance and case management

10 homeowners with low to moderate income will access home repairs

5 Community Based Organizations will be supported to grow service capacity

176 Microenterprise business owners will receive technical assistance

Action Plan Amendment





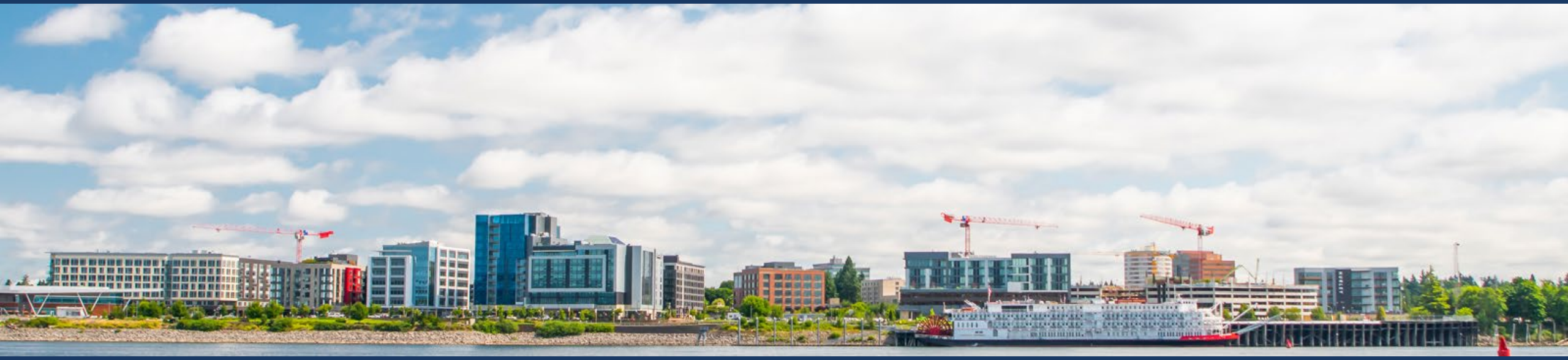
- Cancelled 2025 Public Service
  - Friends of the Children, Youth Mentorship
  - $70,800 CDBG
- Funding reallocated to 2026 project awards



Next Steps

- Public Hearing seeking feedback:
  - 2026 Action Plan Approval
  - 2025 Substantial Amendment
- May 14: Public comment ends
- May 15: Plan submitted to HUD
- July 1: 2026 funding available

Thank You



5/4/2026

RESOLUTION NO. M- [Resolution Number]

A RESOLUTION relating to the adoption of the City's Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) Annual Action Plan for the 2026 program year; authorizing the City Manager to execute agreements on behalf of the City of Vancouver consistent with the CDBG and HOME Annual Action Plan; providing for severability and an effective date.

WHEREAS, the City Council recognizes the importance of providing community development funds for housing and programs that improve the lives of the low-income citizens of the City of Vancouver, and

WHEREAS, the City of Vancouver will receive its 2026 program year (07-01-25 to 06-30-26) allocation for CDBG and HOME funds through the U.S. Department of Housing and Urban Development (HUD), and

WHEREAS, the City anticipates having approximately $1,726,134 in CDBG funds, $1,215,589.31 in HOME funds, and $500,000 in HOME-ARP funds for the 2026 program awards, and

WHEREAS, the dollar amounts are subject to change based on final entitlement amount, project timing, program income, and final contracting requirements, and

WHEREAS, a 2025 CDBG activity was cancelled, requiring a substantial amendment to the 2025 Action Plan and the funding returned will be used to support 2026 awards, and

WHEREAS, the CDBG, HOME, and HOME-ARP funds will be used to provide rental assistance, capacity building, housing programs, homeless supportive services, public services, and economic development, and

WHEREAS, economic development and housing advisory committees composed of community members participated in the initial review process and prioritization of applications, and

WHEREAS, the committee's prioritization has determined the projects that make up the 2026 Action Plan, and

WHEREAS, City Council approval of the Action Plan is requested to receive and award HUD funding for the 2026 program year, and

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY OF VANCOUVER:

Section 1. **Findings**. The City Council adopts the above recitals and the information in SR_____ as findings supporting the action.

Section 2. **2026 Annual Action Plan.** The 2026 Community Development Block Grant and HOME Investment Partnerships Annual Action Plan is hereby approved and adopted.

Section 3. **2025 Substantial Amendment**. The Community Development Block Grant and HOME Investment Partnerships 2025 Annual Action Plan is hereby amended.

Section 4. **Authorization.** The City Manager or designee is hereby authorized to execute agreements on behalf of the City of Vancouver, consistent with the CDBG and HOME Investment Partnerships Annual Action Plans.

Section 5. **Severability**. If any section, sentence, clause or phrase of this resolution should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this resolution.

Section 6. Effective Date. This resolution is effective immediately.

ADOPTED at a Regular Meeting of the Vancouver City Council this _____, of _____, 20__.

_____

___

Anne McEnerny-Ogle, Mayor

Attest:

_____

___

Lisa Brandl, City Clerk

Approved as to form:

_____

___

Nena Cook, City Attorney

Attachment A: 2026 Funding Recommendations

Agency	Project Name	Recommended funding	Implementation	Outcomes	Funding Source	Project Description
Housing Stability, Poverty Reduction						
Council for the Homeless	Dynamic Diversion	$75,000	$0	174 people at risk of homelessness	CDBG, Public Service	Diversion assistance for clients who are experiencing homelessness to move into stable and safe housing.
Fosterful	Heart & Home Services	$65,000	$0	150 foster youth	CDBG, Public Service	A stabilization and family support program serving child welfare-involved youth by preventing crises that lead to placement disruption or removal. The program delivers practical assistance, resource support, and coordinated care navigation.
Totals		**$140,000**	**$0**	**324 people**		

Agency	Project Name	Recommended funding	Implementation	Outcomes	Funding Source	Project Description
Economic Opportunity						
Business Impact NW	Technical Assistance for Small Business	$100,000	$3,000	100 microenterprises	CDBG, Business Assistance	Technical assistance including free, one-on-one bookkeeping support and financial training.
Fourth Plain Forward	Microenterprise Services	$100,000	$3,000	30 microenterprises	CDBG, Business Assistance	Small business education and technical assistance providing businesses with access to services and networking.
Hispanic Metropolitan Chamber	Technical Assistance Program	$100,000	$3,000	46 microenterprises	CDBG, Business Assistance	Outreach, one-on-one bilingual/bicultural technical assistance and business education workshops to increase revenue .
Community Foundation	Capacity Building	$250,000	$5,000	5 agencies	CDBG, Capacity Building	Program assisting with the growth and success of community-based organizations.
Totals		**$550,000**	**$14,000**	**176 businesses 5 agencies**		

Agency	Project Name	Recommended funding	Implementation	Outcomes	Funding Source	Project Description
Affordable Housing						
Janus Youth	The Nest	$270,000	$5,000 HOME	25 households	TBRA CDBG $70,000 HOME $200,000	Rental assistance with intensive case management focused on life skills and connection to mental health/substance use treatment for youth and young adults.
Share	Affordable Housing and Stability Program	$270,000	$5,000 HOME	20 households	TBRA CDBG $70,000 HOME $200,000	Tenant based rental assistance and housing case management for people exiting homelessness.
City of Vancouver	Homeowner Rehabilitation	$429,500.06	$0	10 housing units	CDBG $266,908.00 HOME $162,592.06	Managed by city staff and will assist homeowners with needed repairs to maintain homes' safety and stability.
Proud Ground	Downpayment Assistance	$250,000	$5,000	3 homeowners	HOME Homeownership	Downpayment assistance for homeownership.
Totals		**$1,219,500.06**	**$15,000**	**45 households 10 housing units 3 homeowners**		

Agency	Project Name	Recommended funding	Implementation	Outcomes	Funding Source	Project Description
HOME ARP Supportive Services						
Council for the Homeless	Coordinated Outreach	$200,000	$0	96 households	HOME ARP	Supporting households who are experiencing homelessness through community outreach.
Outsiders Inn	HOPE Outreach & Housing Stability	$200,000	$0	122 households	HOME ARP	Comprehensive case management and supportive services to unsheltered households
Live Love	Street Outreach	$100,000	$0	94 households	HOME ARP	Night street outreach team that reduces exposure-related harm and connects unsheltered households to services.
Totals		**$500,000**	$0	**312 households**		

Ongoing Programs

Public Services ($140,000 CDBG): Public service funding provides supportive services designed to assist vulnerable households to overcome barriers to achieving self-sufficiency. Two programs will be funded for foster care support with Fosterful and homelessness diversion with Council for the Homeless.

Economic Development ($300,000 with $9,000 CDBG for implementation): Economic development funding provides economic opportunities to households with low to moderate income to create new jobs and increase income via tools such as business incubators, microenterprise assistance, and wrap-around business development services. In 2026, three technical assistance programs with Fourth Plain Forward, Hispanic Metropolitan Chamber, and Business Impact NW will be funded for current and new business owners to start or expand a microenterprise business.

Tenant Based Rental Assistance (TBRA) and Housing Services ($140,000 CDBG and $400,000 HOME with $10,000 for HOME implementation): TBRA funding will support rental assistance programs for households with up to 60% area median income and those exiting homelessness. Assistance includes HOME-funded security deposits and up to 24 months of rental support, along with CDBG-funded case management and supportive services. These programs will be administered by Janus Youth and Share.

Downpayment Assistance ($250,000 HOME): Funding for this program will be provided to Proud Ground, who will work with approximately 3 households earning less than 80% of the area median income for downpayment assistance.

Homeless Supportive Services ($500,000 HOME- ARP): The City of Vancouver received $2.5 million in HOME-ARP funding to support people experiencing homelessness. This funding must be used within six years and is dedicated to supportive services that help individuals access or maintain stable housing. In 2026, $500,000 will be awarded to three outreach programs with Council for the Homeless, Outsiders Inn, and Live Love.

Set-Aside Funding

Capacity Building ($250,000 with $5,000 CDBG implementation): The Capacity Building program is dedicated to uplifting nonprofit organizations in Vancouver by building the infrastructure and capacity of grassroots, culturally specific, and community-driven organizations. In 2026, the program will enter its third year, continuing to empower community-based organizations that serve historically marginalized and underserved communities. Funded at $250,000 annually for five years, the program is administered by the Community Foundation for Southwest Washington.

Section 108 Loan ($340,000 CDBG): Funding for the acquisition of Fourth Plain Community Commons provided by a Section 108 loan of $4,199,000. Annual repayments of $340,000 began in 2024 and are included in 2026's set-aside.

Homeowner Rehabilitation Program ($266,908 CDBG and $161,376.06 HOME): The City-managed Housing Rehabilitation Program provides loans to eligible homeowners for essential home repairs. The program is expected to assist approximately 10 homeowners earning less than 80% of the area median income in maintaining the safety and stability of their homes.

Community Housing Development Organization (CHDO) Set-aside ($318,052.25 HOME): Each year, HUD requires a portion of the HOME allocation to be set aside for CHDO projects for a maximum of two years. No applications were received for CHDO funding in 2026, so the 2024, 2025, and 2026 funds will be reserved for the future CHDO projects or reallocated in future years. 2024 CHDO reserve is expected to release September 2026.

Administration: ($275,226 CDBG and $69,945 HOME) Funding for staff to plan, coordinate, monitor and report on CDBG and HOME-funded activities.

Attachment B: 2026 Unfunded Applications

Although several strong proposals were submitted, limited funding prevented all eligible projects from receiving awards. After reviewing the Housing Advisory Committee and Business Assistance Review Committee’s scores and funding recommendations, 11 applications were not selected for funding due to lower overall scores compared to other proposals. The committees prioritized projects that demonstrated the greatest community impact, alignment with program goals, and organizational capacity. These difficult decisions were necessary to ensure available resources are directed toward the most impactful and ready-to-implement projects.

Agency	Project Name	Amount Requested	Project Category	Project Description
Greater Vancouver Chamber	Business Technical Assistance	$75,700	Business Assistance	Business TA consultants
MESO	Business Technical Assistance	$142,900	Business Assistance	Staff salaries and grants for matched savings accounts
NW Native Chamber	Business Technical Assistance	$150,000	Business Assistance	Staff salaries, benefits, admin costs, prof services, and supports
SW WA Child Care	Business Technical Assistance	$101,100	Business Assistance	Staffing and admin costs to assist 10 new childcare providers
Upwards and Boost	Business Technical Assistance	$150,000	Business Assistance	Staff for virtual coaching and business TA
Community Mediation Services	Tenant Landlord Mediation	$75,000	Public Service	Staff salaries and benefits for mediation program
Family Promise	Eviction Prevention and Diversion	$75,000	Public Service	Homelessness prevention and diversion services
PICO	Housing Stability & Employment Bridge	$75,000	Public Service	4 staff, program materials, and admin costs
Thrive2Survive	Event Coordinator	$50,000	Public Service	1 PT volunteer coordinator and program supplies for outreach fairs
Salvation Army	Rental Assistance & Case Management	$100,000	TBRA	Rapid rehousing services and case management support
Thrive2Survive	Mobile Outreach	$100,000	HOME-ARP Supportive Services	1 outreach staff and admin costs to support people who are homeless

Attachment C: Review Committee Members

HOUSING ADVISORY COMMITTEE	
NAME	**AFFILIATION**
Amanda Hartman	Attorney with Beaty Hatch
Amy Roark	Tenant Representative
Brandi O'Shea	Maplewood Neighborhood Association and Vancouver Neighborhood Alliance
Brendan Sanchez	Architect with Access Architecture
Brian Cho	Holland Partner Group
Cass Cole	Attorney with Clark County Volunteer Lawyer Program
Gabriela Ewing	Executive Director of Pasitos Gigantes (Hispanic Disability Support) Southwest Washington
Heather Sheppard	Equity and Collaborative Impact Manager with Southwest Washington Accountable Community of Health
Joan Caley	Vancouver Housing Authority Board
Kurt Creager	Urbanist Solutions
Kyle Roslund	Vancouver Bee Project
Peter Munroe	Columbia River Mental Health Services Board
Philip Sheridan	Mortgage Professional with Northwest Funding Group

BUSINESS ADVISORY COMMITTEE	
NAME	**AFFILIATION**
Ajnesh AJ Prasad	VP Business Banking KeyBank Vancouver
Amy Price	VP Relationship Manager Small Business Banking Washington Trust Bank Vancouver
Eduardo Torres	Small Business Owner
Joel Navarrete	Lending Specialist Craft3
Judy Silke	Commercial Relationship Manager Beneficial State Bank
Kenyatta Trice	Previous Director of the Minority Business Development Agency
Kyle Todd	SBDC Vancouver
Zak Lehman	Small Business Owner



2026 HUD Annual Action Plan - DRAFT

**PLAN FOR COMMUNITY DEVELOPMENT BLOCK GRANT &
HOME INVESTMENT PARTNERSHIPS PROGRAM FUNDING**

CITY OF Vancouver WASHINGTON

City Leadership and Administration

City Council

Anne McEnerny-Ogle, Mayor

Kim D. Harless

Erik Paulsen

Diana H. Perez

Bart Hansen

Ty Stober

Sarah J. Fox, Mayor Pro Tem

City Manager

Lon Pluckhahn

Economic Prosperity and Housing

Patrick Quinton, Director
Chris Harder, Deputy Director

Community Development Block Grant & HOME Program

Samantha Whitley, Housing Program Manager
Victor Saldanha, Small Business Program Manager
Tasha Slater, Senior Housing Coordinator
Ian Alger, Associate Housing Coordinator
Kimberly Kerlee, Associate Housing Coordinator
Bryan Monroe, Rehabilitation Program Coordinator
Justin Ventura, Housing Rehabilitation Specialist
Andrew Westlund, Finance Analyst

The 2026 Annual Action Plan is presented in a format prescribed by U.S. Housing and Urban Development (HUD). Data and narrative are entered into the federal Integrated Disbursement and Information System (IDIS). The IDIS template aligns with the Community Development Block Grant, HOME Investment Partnerships and Consolidated Plan regulations. For questions or comments on this plan, please contact the City's Economic Prosperity and Housing department.

Executive Summary - 24 CFR 91.200(c), 91.220(b)

INTRODUCTION

Since 2003, the City of Vancouver has received a direct allocation of CDBG funds from HUD. In 2009, the City began receiving an annual allocation of HOME funding directly from HUD. The City is responsible for the administration of these programs in compliance with the HUD regulations and requirements and has responsibility for the final allocation of funds for program activities.

The 2026 City of Vancouver Action Plan covers the third year of the 2024-2028 Consolidated Plan for Housing and Community Development. The Five-Year Consolidated Plan determines community needs, resources, priorities, and proposed activities to be undertaken through funding provided by the CDBG, HOME, and other HUD programs. The Consolidated Plan is updated annually through Action Plans. Action Plans provide information and opportunity for public feedback regarding proposed funding awards for programs and projects for the upcoming program year.

Community Development Block Grant (CDBG): The primary objective of this program is to develop viable urban communities by providing decent and affordable housing, a suitable living environment, and economic opportunities, principally for people with low to moderate income. Eligible programs include housing rehabilitation, homebuyer assistance, microenterprise business assistance, capacity building for local community-based organizations, and public services.

HOME Investment Partnerships Program (HOME): The HOME program provides funding for the development and rehabilitation of affordable rental and ownership housing for households with low to moderate income. HOME funds can be used for activities that promote affordable rental housing and homeownership, including assistance with acquisition, construction, and rehabilitation, as well as tenant-based rental assistance.

In addition to CDBG and HOME entitlement funding, Vancouver has received other funding from HUD in recent years:

HOME-American Rescue Plan (HOME-ARP): The City of Vancouver received $2,496,110 in HOME-ARP funding through the American Rescue Plan for program year 2021. This funding must be used to support people who are experiencing homelessness or at risk of becoming homeless. The HOME-ARP plan was approved by HUD as an amendment to the 2021 Action Plan and proposes to award all HOME-ARP funding to supportive service activities.

With the 2026 funding cycle, Vancouver is proposing to award $500,000 in HOME-ARP to three supportive service programs. Services include street outreach and coordination, housing navigation and support, and rental assistance to assist residents of Safe Stay and Safe Park along with people experiencing homelessness.

Section 108 Loan: In 2022, the City received a $4.1 million Section 108 loan to assist with acquisition of the Fourth Plain Commons Community Center located at 2220 Norris Road. Fourth Plain Commons opened September 2023 with the community center on the ground floor and 106 affordable apartments owned by the Vancouver Housing Authority on the upper floors. The community center includes a commercial kitchen and business incubator, an open plaza for gatherings, and space for nonprofit organizations. Net income generated by the community center will be used to pay the Section 108 loan along with future CDBG entitlement funding, as needed.

SUMMARIZE THE OBJECTIVES AND OUTCOMES IDENTIFIED IN THE PLAN

The City of Vancouver identified the following four goals through the Consolidated Planning process:

AFFORDABLE HOUSING

Creating affordable housing opportunities for those most vulnerable.

Rental Housing

- Construction or preservation of affordable rental housing serving a range of households with extremely low and very low incomes.
- Expanding affordable rental housing options for special needs populations.

Homeownership

- Expanding homeownership opportunities, including community land trusts, downpayment assistance, cooperative housing models, and volunteer labor programs.
- Preservation of affordable housing serving households with low to moderate income.

HOUSEHOLD STABILITY

Reducing poverty and homelessness by increasing household stability through assistance, education, and support.

Public Services

- Providing supportive services designed to assist vulnerable households to overcome barriers to achieving self-sufficiency.

Tenant Based Rental Assistance (TBRA)

- Providing households with very low income and those exiting homelessness with security deposits and rental assistance.

NEIGHBORHOOD LIVABILITY

Creating thriving community spaces that ensure access to resources and opportunities.

Public Facilities and Infrastructure Improvements

- Acquisition, construction, or rehabilitation of community facilities and infrastructure improvements that benefit eligible populations.
- Acquisition and/or rehabilitation of existing facilities to house people with special needs.

Community Development Strategies

- Supporting household stabilization and displacement mitigation for households at-risk of displacement to support existing communities.

ECONOMIC OPPORTUNITY

Promoting access to employment, entrepreneurship and small business resources, particularly to less resourced communities.

Economic Development

- Providing economic opportunities to households with low to moderate income to create new jobs and increase income via tools such as business incubators, microenterprise assistance, and wrap-around business development services.

Capacity Building

- Increasing the ability of local community-based organizations to provide needed services.

EVALUATION OF PAST PERFORMANCE

At the end of each program year, the City provides a Consolidated Annual Performance Evaluation Report (CAPER) to HUD and the community that summarizes program performance and outcomes achieved.

The CAPER includes a description of the resources made available, the investment of available resources, the geographic distribution and location of investments, the households and persons assisted (including demographics of the people assisted), the actions taken to further fair housing, and other actions indicated in the Strategic Plan and Action Plan.

Performance reporting meets three basic purposes:

1. Provides HUD with the necessary information to meet its requirements to assess each grantee's ability to carry out programs in compliance with rules and regulations,
2. Provides information necessary for HUD's Annual Report to Congress, and
3. Provides grantees an opportunity to describe their successes in revitalizing neighborhoods and meeting objectives established in their Consolidated Plan.

Table 1 outlines the projected outcomes for each program goal. This outcome table does not include the number of households served through HOME-ARP funding, which was part of the Consolidated Plan and 2021 Action Plan. In program year 2026, HOME-ARP assistance is projected to serve an additional 312 people through street outreach and coordination, housing navigation and support, and rental assistance.

Goal	Outcome Indicator	5-yr Plan	2024	2025*	2026*	2027	2028	% Complete
Affordable Housing	Rental units constructed	160 units	0	20	0			N/A
	Rental units rehabilitated	50 units	0	0	0			N/A
	Homeowner housing added	10 units	0	0	0			N/A
	Homeowner housing rehabilitated	35 units	9	18	10			25.71%
	Direct financial assistance to homebuyers	10 households	8	0	3			80.00%
	Tenant-based rental assistance	250 households	39	52	45			15.60%
Housing stability, poverty reduction	Public service activities other than housing	20,000 persons	3,332	2,755	525			16.66%
	Homeless person overnight shelter	200 persons	0	0	0			N/A
	Shelter / transitional housing beds added	250 beds	0	0	0			N/A
	Homelessness prevention	50 persons	0	0	0			N/A
Neighborhood equity and livability	Public facility or infrastructure activities	5,000 persons	14,209	0	0			284.18%
Economic opportunity	Businesses assisted	600 businesses	194	125	181			32.33%

Table 1: Expected Outcomes

*Outcomes for 2025 activities are still ongoing and 2026 are projections. Final outcome totals for 2025 will be reported with the CAPER in September 2026.

SUMMARY OF CITIZEN PARTICIPATION PROCESS AND CONSULTATION PROCESS

Vancouver follows a detailed community participation plan. All community members are encouraged to participate in the Action Plan development and review process including people with low to moderate income, non-English-speaking persons, people with disabilities, social service agencies, and residents of public and assisted housing developments.

The 2026 application cycle began in October 2025 with an online publication of the "Notice of Funding Availability." The notice outlined the available funding for the CDBG and HOME programs and invited interested parties to attend an informational workshop on October 6, 2025. The application guidelines, 5-year Consolidated Plan, and Community Participation Plan are posted for reference on the City website (www.cityofvancouver.us/cdbg). The City also issued a general press release that distributes to various media outlets and formats in the Vancouver-Portland area.

The draft Annual Action Plan is advertised in The Columbian newspaper at least 30 days prior to the submission to HUD, posted on the City's website (www.cityofvancouver.us/cdbg) and social media and e-mailed to service providers to encourage comments on the proposed funding awards.

The notice includes:

- Anticipated amount of assistance (including entitlement funds and program income);
- Description of activities;
- Estimated amount that will benefit people with low- and moderate-income;
- Summary of contents and purpose of the Action Plan; and
- List of locations where copies of the entire proposed plan may be examined.

A public hearing notice and request for comment will be published in the Columbian newspaper on April 14, 2026. The draft Action Plan and request for comments are also posted on the City's website (www.cityofvancouver.us/cdbg) and published through social media. The request for comments will expire on May 14, 2026.

Prior to the City Council meeting, City Council will receive a staff report that outlines the expected funding and proposed awards in the Action Plan. This report includes information about each project recommended for funding. A City Council public hearing is scheduled for May 4, 2026, at 6:30 p.m. City Council meetings are streamed online and televised, and a recording of each City Council hearing is made available online at www.cvtv.org.

SUMMARY OF PUBLIC COMMENTS

The City will list any comments made during the comment period and Public Hearing held May 4, 2026, in the final draft of this Action Plan.

SUMMARY OF COMMENTS OR VIEWS NOT ACCEPTED AND THE REASONS FOR NOT ACCEPTING THEM

All comments and views expressed during the comment period will state whether or not they are accepted.

SUMMARY

This 2026 Annual Action Plan provides a description of the activities which will be conducted with CDBG and HOME funding in the 2026 program year (July 1, 2026, through June 30, 2027). All funding will be utilized to implement strategies and goals in the City's 2024-2028 Five-Year Consolidated Plan. The City remains focused on listening to residents to ensure that CDBG and HOME funds are allocated in a way that benefits and impacts the lives of those with lower and moderate incomes.

Lead & Responsible Agencies – 91.200(b)

AGENCY/ENTITY RESPONSIBLE FOR PREPARING/ADMINISTERING THE CONSOLIDATED PLAN

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	VANCOUVER	Economic Prosperity and Housing
HOME Administrator	VANCOUVER	Economic Prosperity and Housing

Table 2 – Responsible Agencies

NARRATIVE

The Economic Prosperity and Housing (EPH) Department is responsible for the development of the City of Vancouver's 2024-2028 Consolidated Plan. The City administers CDBG and HOME funding to meet all federal requirements and HUD policy. These allocation-based grants support people with extremely low to moderate income within the City of Vancouver. EPH has carried out the primary functions related to the data collection, analysis and preparation of this plan.

CONSOLIDATED PLAN PUBLIC CONTACT INFORMATION

Tasha Slater
Senior Housing Project Planner
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City of Vancouver
Economic Prosperity and Housing
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Consultation – 91.100, 91.200(b), 91.215(l)

INTRODUCTION

Community needs far exceed the funding resources available to the city. Consulting with local community service providers helps to foster consensus on the local priority issues. This section details the consultations and outreach that informed the recommendations and priorities of the 2026 Annual Action Plan.

CONCISE SUMMARY OF THE JURISDICTION'S ACTIVITIES TO ENHANCE COORDINATION BETWEEN PUBLIC AND ASSISTED HOUSING PROVIDERS AND PRIVATE AND GOVERNMENTAL HEALTH, MENTAL HEALTH AND SERVICE AGENCIES (91.215(L))

The City works as a partner alongside Clark County, local service providers, neighborhoods and community leaders to continue to address the crisis of homelessness in our community. The continued partnership with community organizations, public service agencies and government agencies assures successful investment of federal support within the city.

The City enhances coordination of public, private, and nonprofit housing providers, human service agencies, and social service providers through the following actions:

- Appointing commissioners for the Vancouver Housing Authority (VHA) board
- Continuing to work with Clark County and the VHA to prioritize housing needs, provide services, and maximize the use of federal, state, and local funds for affordable housing, community development, and related services
- Continuing to participate in coordinated efforts for shelter and services assisting homeless individuals and families
- City Council membership on the Clark County Community Action Advisory Board
- Participation in the Joint Executive Board on Homelessness to support the county's leadership role in addressing homelessness. The county receives state funding to provide homeless services. The City ensures places frequented by residents experiencing homelessness are as safe and healthy as possible.
- Participation by City staff on committees that provide direction for the Clark County Homeless Action Plan and other planning initiatives
- Participation by City staff in local service provider coalition meetings and workgroups
- Consultation with the Washington State Housing Finance Commission and Washington State Department of Commerce
- Creation of city-operated Safe Stay temporary shelter communities in partnership with local service providers
- Administer Vancouver's Affordable Housing Fund
- Administer Multi-family Tax Exemption program, Construction Sales Tax Deferral program and Impact Fee waivers to support affordable housing development.

COORDINATION WITH THE CONTINUUM OF CARE AND EFFORTS TO ADDRESS THE NEEDS OF HOMELESS PERSONS (PARTICULARLY CHRONICALLY HOMELESS INDIVIDUALS AND FAMILIES, FAMILIES WITH CHILDREN, VETERANS, AND UNACCOMPANIED YOUTH) AND PERSONS AT RISK OF HOMELESSNESS.

The City of Vancouver staff actively serve on the Continuum of Care (CoC) Steering Committee, the local decision-making body responsible for guiding homelessness response efforts. The committee ensures that the Homeless Management Information System (HMIS) is fully funded and operates under appropriate policies and procedures. It also collaborates with Clark County to allocate funding and monitor program outcomes.

This work is part of a broader partnership involving more than 40 community organizations, faith groups, government agencies, and homeless service providers. The coalition meets regularly to discuss homelessness-related challenges, share best practices, and explore opportunities for collaboration. Staff attend bi-monthly coalition meetings and participate in subgroups focused on improving data management, expanding youth access, enhancing homelessness prevention strategies, strengthening assessment coordination, and updating the Clark County Homeless Action Plan.

CONSULTATION WITH THE CONTINUUM OF CARE THAT SERVES THE JURISDICTION'S AREA IN DETERMINING HOW TO ALLOCATE ESG FUNDS, DEVELOP PERFORMANCE STANDARDS FOR AND EVALUATE OUTCOMES OF PROJECTS AND ACTIVITIES ASSISTED BY ESG FUNDS, AND DEVELOP FUNDING, POLICIES AND PROCEDURES FOR THE OPERATION AND ADMINISTRATION OF HMIS

The City of Vancouver does not receive or allocate ESG funding, however City staff actively participate in the local CoC Steering Committee, the decision-making body responsible for guiding homelessness response efforts. The committee meets monthly to ensure that HMIS is fully funded and operates under appropriate policies and procedures. It also collaborates with Clark County to allocate funds and monitor program outcomes.

A Vancouver City Council member also serves on Clark County's Community Action Advisory board, which oversees state and local funding decisions aimed at supporting people experiencing homelessness.

AGENCIES, GROUPS, ORGANIZATIONS AND OTHERS WHO PARTICIPATED IN THE PROCESS AND DESCRIBE THE JURISDICTION'S CONSULTATIONS WITH HOUSING, SOCIAL SERVICE AGENCIES AND OTHER ENTITIES

1	**Agency/Group/Organization**	**Vancouver Housing Authority**
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Public Housing Needs
	Briefly describe how the Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consultations were conducted through email, phone, and virtual or in person meetings.
2	**Agency/Group/Organization**	**Clark County Coalition of Service Providers**
	Agency/Group/Organization Type	Housing Services for: Housing, Elderly Persons, Persons with Disabilities, Victims of Domestic Violence, homeless, Health, Fair Housing Other government - County Regional organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless, Families with children, Veterans, Unaccompanied youth Homelessness Strategy Anti-poverty Strategy
	Briefly describe how the Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Organization of approximately 40 social service providers. Consultation occurred through virtual meetings.
3	**Agency/Group/Organization**	**Clark County Community Services**
	Agency/Group/Organization Type	Other government - County
	What section of the Plan was addressed by Consultation?	Housing Need Assessment, Public Housing Needs, Homeless Needs - Chronically homeless Families with children, Veterans, Unaccompanied youth Homelessness Strategy, Non-Homeless Special Needs, Anti-poverty Strategy
	Briefly describe how the Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consultation through virtual meetings and email. Regular coordination on housing needs, outcomes, partner funding and joint projects.

4	**Agency/Group/Organization**	**Clark County Community Action Advisory Board**
	Agency/Group/Organization Type	Other government - County Other government - Local
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless, Families with children, Veterans, Unaccompanied youth Anti-poverty Strategy
	Briefly describe how the Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Meetings occur virtually. Consultation includes identification of needs and recommendations for funding programs by community-based organizations that address community needs and moving people towards self-sufficiency.
5	**Agency/Group/Organization**	**City of Vancouver-Economic Development**
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Market Analysis Economic Development
	Briefly describe how the Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Meetings conducted remotely. Consult on identification of evolving business needs and ideas and opportunities for collaboration with local economic development service providers.
6	**Agency/Group/Organization**	**Southwest Washington Accountable Community of Health (SWACH)**
	Agency/Group/Organization Type	Services-Health Health Agency Publicly Funded Institution/System of Care
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless, Families with children, Veterans, Unaccompanied youth Anti-poverty Strategy
	Briefly describe how the Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Meetings occur monthly with SWACH, which includes health care representatives from Kaiser Permanente, Free Clinic, PeaceHealth and others.
7	**Agency/Group/Organization**	**Washington State Department of Commerce**
	Agency/Group/Organization Type	Services - Broadband Internet Service Providers
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Through communications with Commerce we learn about broadband needs and seek and receive consultation on broadband as needed.

8	**Agency/Group/Organization**	**Clark Regional Emergency Services Agency (CRESA)**
	Agency/Group/Organization Type	Agency - Managing Flood Prone Areas Agency - Emergency Management Other government – County and Local Regional organization, Planning organization
	What section of the Plan was addressed by Consultation?	Public Safety and Emergency Management
	Briefly describe how the Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Vancouver's Fire Chief and Deputy City Manager serve on CRESA's Administrative Board, attending monthly meetings for emergency preparedness and disaster response.
9	**Agency/Group/Organization**	**City of Vancouver Internal Departments**
	Agency/Group/Organization Type	Housing, Management of Public Land or Water Resources, Other government – Local, Planning organization, Grantee Department
	What section of the Plan was addressed by Consultation?	Housing Need Assessment, Market Analysis Code enforcement, General Services, Planning, City land and water resources
	Briefly describe how the Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Staff work closely with Community Development, City Manager's Office, Parks and General Services to understand and plan for community needs around transportation, housing, public lands and water resources.

Table 3 – Agencies, groups, organizations who participated

ANY AGENCY TYPES NOT CONSULTED AND RATIONALE FOR NOT CONSULTING

No agency types are specifically excluded from consultation.

Consultation also included outreach to housing developers, faith partners, community-based organizations, mental health providers, schools, and neighborhoods in Vancouver.

OTHER LOCAL/REGIONAL/STATE/FEDERAL PLANNING EFFORTS CONSIDERED WHEN PREPARING THE PLAN

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Council for the Homeless	The majority of efforts to improve public health and address homelessness are organized through the county, so close collaboration between the city and county are essential.
Consolidated Plan	Clark County	The majority of efforts to improve public health and address homelessness are organized through the county, so close collaboration between the city and county are essential.
Comprehensive Plan	Community Development	As the City develops its 20-year vision and policy for the management of the growth and development of the community, the Action Plan will provide a guide for the investment of CDBG and HOME funds to effectively support that vision.
Housing Action Plan	Economic Prosperity and Housing	Over 50 strategies that incentivize new housing development and affordability.
2026 Point in Time Homeless Count	Council for the Homeless	The City prioritizes CDBG public service projects that implement local strategies.
Homeless Action Plan	Council for the Homeless	The City prioritizes CDBG public service projects that implement local strategies.
2024 Moving to Work Plan	Vancouver Housing Authority	The City's HOME Program prioritizes projects that serve households with income at or below 60% AMI.
Climate Action Framework	City Manager's Office	The City has adopted the Climate Action Framework to build the City's resilience to the impacts of climate change.
Economic Development Strategy	Economic Prosperity and Housing	Overlapping strategies include ensuring economic opportunity and creating affordable communities that maintain a high quality of life.

Table 4 – Other local / regional / federal planning efforts

Participation – 91.105, 91.200(c)

SUMMARY OF CITIZEN PARTICIPATION PROCESS/EFFORTS MADE TO BROADEN CITIZEN PARTICIPATION. SUMMARIZE CITIZEN PARTICIPATION PROCESS AND HOW IT IMPACTED GOAL-SETTING

Community participation involves actively encouraging people in the City of Vancouver, particularly those with low-to-moderate income, to participate in the planning process for the five-year Consolidated Plan, the Annual Action Plan, the submission of Substantial Amendments and the development of the CAPER. All notices of public meetings relating to this process are published in the local newspaper prior to the public meeting. The 2026 Annual Action Plan draft will be posted on the City's website (www.cityofvancouver.us/cdbg), announced to community partners and other stakeholders, made available at the front desk at City Hall, and noticed in the local newspaper according to HUD guidelines.

Public meetings are held in an easy-to-attend location convenient to residents, particularly those who are potential or actual beneficiaries. Meetings are held at times to provide maximum flexibility for an array of schedules.

Additionally, the Action Plan can be made available, upon request, in other languages. All public hearings and comment periods are advertised in the local newspaper of general circulation.

CITIZEN PARTICIPATION OUTREACH

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Internet Outreach	Non-targeted/ broad community	Notice of 2026 Funding Availability - October 2, 2025. 23 agencies submitted preapplications.	No comments provided.	N/A	www.cityofvancouver.us/cdbg
2	Newspaper Ad	Non-targeted/ broad community	Notice of Public Hearing and request for public comment - Published April 14, 2026	Comments received or provided will be here.	Comments received or provided will be here.	URL will be provided once posted.
3	Internet Outreach	Non-targeted/broad community	Communications team advertised 2026 Annual Action Plan on social media	Comments received or provided will be here.	Comments received or provided will be here.	www.facebook.com/VancouverUS/ www.instagram.com/vancouverus/
4	Email	Non-targeted/broad community Community partners	Emailed to over 500 individual stakeholders and interested parties.	Comments received or provided will be here.	Comments received or provided will be here.	URL will be provided once posted.
5	Hard copy distribution	Persons with disabilities Non-targeted/broad community	Distributed copies of 2026 Annual Action Plan to City Hall.	Comments received or provided will be here.	Comments received or provided will be here.	N/A
6	Public Hearing	Non-targeted/broad community	Public hearing May 4, 2026.	Comments received or provided will be here.	Comments received or provided will be here.	https://www.cvtv.org/

Table 5 – Citizen Participation Outreach

Expected Resources – 91.220(c)(1,2)

INTRODUCTION

Since 2003, the City of Vancouver has received a direct allocation of CDBG funds from HUD. In 2009, the City began receiving an annual allocation of HOME funding directly from HUD. The City is responsible for administration of these programs in compliance with the HUD regulations and requirements and has responsibility for the final allocation of funds for program activities.

The City of Vancouver has also been allocated $2,496,110 in HOME funds through the American Rescue Plan. The plan for this funding has been submitted to HUD, and Vancouver accepted supportive service program applications as part of the 2026 application process. Although HOME-ARP funding has been awarded as part of the 2026 process, the activities are detailed and accounted for through an approved substantial amendment to the 2021 Action Plan per HUD guidance. All HOME-ARP funds are intended to provide homeless supportive services.

ANTICIPATED RESOURCES

Program	Source of Funds	Uses of Funds	Expected Amount Available 2026				Expected Amount Available Remainder of ConPlan	Narrative Description
			Annual Allocation	Program Income	Prior Year Resources	Total		
CDBG	public - federal	• Admin and Planning • Economic Development • Housing • Public Improvements • Public Services	$1,376,134	$0.00	$350,000	$1,726,134	$4,000,000	Prior year resources include a canceled $70,800 Public Service project. The remaining funds come from activities that were unable to fully draw entitlement awards due to the requirement that program income be spent as it is received or from contracts that were not fully expended.
HOME	public - federal	• Acquisition • Homebuyer assistance • Homeowner rehab • Multifamily rental new construction • New construction for ownership • TBRA	$699,455.37	$50,000.00	$466,133.94	$1,215,589.31	$1,450,000	Prior year resources come from activities that were unable to fully draw entitlement awards due to the requirement that program income be spent as it is received or from contracts that were not fully expended. Prior year resources also include 2024 and 2025 CHDO set-aside, which was not awarded due to lack of applicants.

Table 6 - Expected Resources – Priority Table

EXPLAIN HOW FEDERAL FUNDS WILL LEVERAGE ADDITIONAL RESOURCES (PRIVATE, STATE AND LOCAL FUNDS), INCLUDING A DESCRIPTION OF HOW MATCHING REQUIREMENTS WILL BE SATISFIED

Leveraging funds is both a federal and local requirement for financing projects. In addition to the required federal match, local policy mandates that all necessary project funding be committed within 12 months of the award, and contracts will not be executed until all funding is confirmed. Matching contributions may include private donations, in-kind contributions, or state and local funds such as the Washington State Housing Trust Fund and Affordable Housing Fund.

In 2016, voters approved a $42 million property tax levy to support affordable housing through 2023. In 2023, the levy was renewed for an additional 10 years, generating $10 million per year. These funds support the construction and preservation of long-term multi-family housing, affordable homeownership, temporary shelter for individuals experiencing homelessness, and rental assistance to qualifying households.

The 2026 CDBG and HOME applications incentivize leveraging funds by awarding points based on the amount of committed matching funds. Currently, these applications are expected to leverage nearly $1M through a combination of tax credits, private donations, state trust funds, and the Vancouver Affordable Housing Fund. The City of Vancouver also reported an excess of $2,246,476 in HOME match in the most recent 2024 CAPER.

DESCRIBE PUBLICLY OWNED LAND OR PROPERTY LOCATED WITHIN THE JURISDICTION THAT MAY BE USED TO ADDRESS THE NEEDS IDENTIFIED IN THE PLAN

HEIGHTS DISTRICT REDEVELOPMENT

The Heights District is a City-led redevelopment project of the former Tower Mall area in Central Vancouver. This new district is the result of a coordinated multiyear effort between the City of Vancouver and the community. It will be a walkable, mixed-use neighborhood that is strategically located in the heart of Vancouver — a place where a mix of services and amenities, such as stores, restaurants, parks, schools and transit stations, are within a 20-minute walk.

The City and the Heights Community Investment Committee (HCIC) have selected developers for the first and second phases of development, known as Sites C, P, M and O. Affordability targets will be achieved through development agreements and use of the multifamily tax exemption program to promote affordability near transit. The first awarded developers are:

- Site C (Palindrome): A 1.29-acre site with 109 affordable units (studio to 3-bedroom) at 50% and 60% AMI, plus a 3,700 SF market space for small retail/restaurants. 10% of units are set aside for people with disabilities.
- Site P (Related Northwest): Two buildings: one with 80 affordable family units, and another with 51 affordable senior units.
- Sites M & O (Pahlisch Commercial): These two sites were a former driving range and will be transformed into townhomes for purchase at affordable sale prices. Construction is anticipated to begin in 2028.

WATERFRONT GATEWAY

In 2023, Vancouver approved a development agreement with Lincoln Property Company for a 6.4-acre City-owned site near City Hall. This site will include mixed-use housing and a public plaza. The first building, which broke ground in 2025, will offer 95 affordable units (studio to 3-bedroom), serving households earning 50–60% AMI.

SAFE STAY COMMUNITIES

Launched in 2021, Vancouver's Homeless Assistance Response Team (HART) created a plan to utilize City-owned properties for non-congregate emergency shelter. By late 2023, four Safe Stay Communities (SSC) opened. Each site includes 20 two-bed modular units and houses up to 40 individuals. One site is leased, while the others are City-owned.

SSC provide access to services, safety, and stability to help individuals transition out of homelessness. They serve community members experiencing unsheltered homelessness, with a focus on chronic cases. Entry is via referral and screening. Each community is staffed 24/7, and residents engage in services provided by the operator and local partners.

BRIDGE SHELTER

In December 2024, the City purchased a 3-acre site at 5313 NE 94th Avenue in the Van Mall neighborhood for a future bridge shelter. The location offers appropriate zoning, transit access, and space for supportive operations. A shelter operator has been selected, and design, partnerships, and funding plans are underway. The shelter is expected to open winter 2026.

DISCUSSION

No additional discussion.

Annual Goals and Objectives

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Affordable Housing	2024	2028	Affordable Housing Homeless	Citywide	Increase and preserve affordable housing	CDBG: $406,908 HOME: $1,145,644.31	Homeowner housing rehabilitated - 10 units Direct financial assistance to homebuyers - 3 households Tenant-based rental assistance - 45 households CHDO Set-Aside
2	Housing Stability, Poverty Reduction	2024	2028	Affordable Housing Homeless	Citywide	Reduce poverty and increase household stability	CDBG: $140,000 HOME: $0.00	Public service activities other than low/mod housing - 525 persons assisted
3	Economic Opportunity	2024	2028	Non-Housing Community Development	Citywide	Increase economic opportunity	CDBG: $564,000 HOME: $0.00	Businesses assisted - 176 businesses assisted
4	Neighborhood Equity and Livability	2024	2028	Non-Housing Community Development	Citywide	Safe and inclusive community spaces	CDBG: $340,000 HOME: $0.00	Public Facility or infrastructure activities - 0 persons assisted *$340,000 is the annual repayment for the Section 108 loan for Fourth Plain Commons. Although thousands of people are served annually, the outcomes were previously accounted for and are not repeated on an annual basis.

Table 7 – Goals Summary

GOAL DESCRIPTIONS

1	**Goal Name**	Affordable Housing
	Goal Description	The goal of the City of Vancouver is to increase and preserve affordable housing opportunity for those most vulnerable. This includes increasing homeownership opportunities, tenant-based rental assistance as well as the addition of units and rehabilitation of existing housing.
2	**Goal Name**	Housing Stability, Poverty Reduction
	Goal Description	The goal is to reduce poverty and homelessness by increasing household stability.
3	**Goal Name**	Economic Opportunity
	Goal Description	The goal is to provide training and opportunities to entrepreneurs and small businesses. Additionally, to increase the capacity of local community-based providers.
4	**Goal Name**	Neighborhood Equity and Livability
	Goal Description	The creation of thriving community spaces that ensure access to resources and opportunities.

Table 8 – Goals Descriptions

Projects – 91.220(d)

INTRODUCTION

Vancouver coordinates a volunteer housing advisory committee comprised of community members with varying backgrounds to prioritize annual application funding. The committee's scores guide the prioritization of projects. Recommended awards are reviewed by city leadership and City Council. The following section describes proposed projects for funding in 2026, subject to City Council approval, and available resources. This Action Plan is consistent with the goals outlined in the strategies and the priority needs listed in the 2024-2028 Consolidated Plan.

FUNDING SET ASIDES

The City has established three annual set-asides for funding during this Consolidated Plan.

FOURTH PLAIN COMMONS SECTION 108 REPAYMENT

The City makes annual installment payments to the Section 108 loan for the Fourth Plain Commons (FPC) project. A Section 108 loan of $4,199,000 was used to help purchase the FPC after construction. CDBG funds are used for the annual repayment of this loan, in the amount of $340,000. Vancouver partnered with the Vancouver Housing Authority (VHA) on the development. The VHA owns and operates affordable housing on the upper floors, while the City owns the community space on the ground floor. The ground floor spaces are flexible areas where the Fourth Plain community can gather, hold events, and access services. It includes a commercial kitchen for food-based small businesses and shared office space for nonprofits and other resident and business access.

CAPACITY BUILDING PROGRAM

The second set-aside represents the second year of the five-year Capacity Building Program, which allocates $250,000 to support five nonprofits in strengthening their ability to implement neighborhood revitalization and economic development activities. These organizations serve as trusted resources for residents who are less likely to engage with larger institutions. Strengthening long-term stability and operational capacity is essential to expanding access to opportunity within Vancouver. Sustained, predictable investment over the five-year period is necessary for the agencies to fully develop their organizational infrastructure required to pursue, manage, and leverage federal funding. This support will enable them to expand programs and services that respond effectively to community-identified needs.

HOMEOWNER REHABILITATION

Lastly, CDBG and/or HOME funding is set aside annually for homeowner rehabilitation. This program is managed by city staff and will assist an estimated 10 homeowners earning less than 80% AMI with needed repairs to maintain their homes' safety and stability.

REASONS FOR ALLOCATION PRIORITIES AND ANY OBSTACLES TO ADDRESSING UNDERSERVED NEEDS

The primary obstacle to addressing underserved needs is available financial resources. Allocation priorities were chosen based on:

- Consistency with HUD objectives for CDBG/HOME programs
- Alignment with the City of Vancouver Consolidated Plan goals
- Project review committee weighted scoring analysis

Project Summary

Agency	Project Name	Funding	Outcomes	Funding Source	Project Description
Administration					
City of Vancouver	CDBG Admin	$275,226	N/A	CDBG	Funding for staff to plan, monitor and report on CDBG activities.
City of Vancouver	HOME Admin	$69,945	N/A	HOME	Funding for staff to plan, monitor and report on HOME activities.
Totals		**$345,171**	**N/A**		

Agency	Project Name	Funding	Outcomes	Funding Source	Project Description
Housing Stability, Poverty Reduction					
Council for the Homeless	Dynamic Diversion	$75,000	174 people at risk of homelessness 140 people 0-30% AMI 34 people 31-50% AMI	Public Service CDBG $75,000	Diversion assistance for clients who are experiencing homelessness to move into stable and safe housing.
Fosterful	Heart & Home Services	$65,000	150 foster youth 0-30% AMI	Public Service CDBG $65,000	A stabilization and family support program serving child welfare-involved youth by preventing crises that lead to placement disruption or removal. The program delivers practical assistance, resource support, and coordinated care navigation.
Totals		**$140,000**	**324 people**		

Agency	Project Name	Funding	Outcomes	Funding Source	Project Description
Economic Opportunity					
Business Impact NW	Technical Assistance for Small Business	$100,000 $3,000 Activity Delivery	100 microenterprises 0-80% AMI	Business Assistance CDBG $103,000	Technical assistance including free, one-on-one bookkeeping support and financial training
Fourth Plain Forward	Microenterprise Services	$100,000 $3,000 Activity Delivery	30 microenterprises 0-80% AMI	Business Assistance CDBG $103,000	Small business education and technical assistance providing businesses with access to services and networking.
Hispanic Metropolitan Chamber	Technical Assistance Program	$100,000 $3,000 Activity Delivery	46 microenterprises 0-80% AMI	Business Assistance CDBG $103,000	Outreach, one-on-one bilingual/bicultural technical assistance and business education workshops to increase revenue.
Community Foundation Southwest Washington	Capacity Building	$250,000 $5,000 Activity Delivery	5 agencies	Capacity Building CDBG $255,000	Program assisting with the growth and success of community-based organizations.
Totals		**$564,000**	**176 businesses, 5 agencies**		

Agency	Project Name	Funding	Outcomes	Funding Source	Project Description
Neighborhood Equity and Livability					
Section 108 Loan	Fourth Plain Commons	$340,000	N/A	CDBG $340,000	Payment for Section 108 loan used to purchase Fourth Plain Commons Community Center
Totals		**$340,000**			

Agency	Project Name	Funding	Outcomes	Funding Source	Project Description
Affordable Housing					
Janus Youth	The Nest TBRA and Housing Services	$270,000 $5,000 Activity Delivery	25 households 0-30% AMI	CDBG $70,000 HOME $205,000	Rental assistance with case management for youth and young adults.
Share	Affordable Housing and Stability	$270,000 $5,000 Activity Delivery	20 households 0-30% AMI	CDBG $70,000 HOME $205,000	Rental assistance and case management for people exiting homelessness.
Proud Ground	Downpayment Assistance	$250,000 $5,000 Activity Delivery	3 households 0-80% AMI	HOME $255,000	Downpayment assistance for homeownership
City of Vancouver	Housing Rehabilitation Program	$429,500.06	10 homes 0-80% AMI	CDBG $266,908.00 HOME $162,592.06	Managed by city staff and will assist homeowners with needed repairs to maintain homes' safety and stability.
CHDO Set-Aside	Set-Aside	$318,052.25	N/A	HOME $318,052.25	3 years of 15% CHDO set-aside due to lack of applications.
Totals		**$1,552,552.31**	**45 households, 13 homes**		

Agency	Project Name	Funding	Outcomes	Funding Source	Project Description
HOME ARP Supportive Services					
Council for the Homeless	Coordinated Outreach	$200,000	96 households experiencing homelessness	HOME ARP $200,000	Supporting households who are experiencing homelessness through coordinated outreach.
Outsiders Inn	HOPE Outreach & Housing Stability	$200,000	122 households experiencing homelessness	HOME ARP $200,000	Comprehensive case management and supportive services to unsheltered households
Live Love	Street Outreach	$100,000	94 households experiencing homelessness	HOME ARP $200,000	Night street outreach team that reduces exposure-related harm and connects unsheltered households to services.
Totals		**$500,000**	**312 households**		

Table 9 – Project Summary Information

Geographic Distribution – 91.220(f)

DESCRIPTION OF THE GEOGRAPHIC AREAS OF THE ENTITLEMENT (INCLUDING AREAS OF LOW-INCOME AND MINORITY CONCENTRATION) WHERE ASSISTANCE WILL BE DIRECTED

The City does not currently distribute assistance by geographic area. In the past, the City designated certain areas of focus through Neighborhood Revitalization Strategy Areas (NRSA). At present there are no designated NRSAs in Vancouver.

GEOGRAPHIC DISTRIBUTION

Target Area	Percentage of Funds

Table 10 - Geographic Distribution

RATIONALE FOR THE PRIORITIES FOR ALLOCATING INVESTMENTS GEOGRAPHICALLY

Not applicable.

Affordable Housing – 91.220(g)

INTRODUCTION

The City of Vancouver partners with the VHA and several non-profit and for-profit agencies to assist in projects designed to provide affordable rental and homeowner housing opportunities.

ONE YEAR GOALS FOR THE NUMBER OF HOUSEHOLDS TO BE SUPPORTED	
Homeless	45
Non-Homeless	13
Special-Needs	0
Total	58

Table 11 - One Year Goals for Affordable Housing by Support Requirement

ONE YEAR GOALS FOR THE NUMBER OF HOUSEHOLDS SUPPORTED THROUGH	
Rental Assistance	45
The Production of New Units	0
Rehab of Existing Units	10
Acquisition of Existing Units	3
Total	58

Table 12 - One Year Goals for Affordable Housing by Support Type

DISCUSSION

The 2026 affordable housing goals include two projects for Rapid Rehousing rental assistance and housing services: (1) Janus Youth's The Nest TBRA and (2) Share's Affordable Housing and Stability program. The Nest TBRA program consists of rental assistance with intensive case management focused on life skills and connection to mental health for 25 youth households. The Affordable Housing and Stability program provides case management and rent/utility assistance for 20 households who are experiencing homelessness.

Non-homeless households to be supported include 3 first-time homebuyers that will be served by Proud Ground, using a land trust model to keep the units affordable in perpetuity and approximately 10 households will be assisted through the City's Homeowner Rehabilitation program, with approximately 6 homes rehabbed with CDBG funding, and 4 homes with HOME funding.

While no new housing production was proposed for federal assistance during this funding cycle, the City will continue to use local Affordable Housing Fund resources to support the production and preservation of affordable housing units.

The City also accesses state Connecting Housing to Infrastructure Program (CHIP) funds, administered by the Department of Commerce to assist with system development charges and the cost of water, storm, and sewer utility improvements associated with new affordable housing projects.

In addition, the City is using American Rescue Plan Act (ARPA) funding to advance Fourth Plain Forward initiatives, including investments to help stabilize housing and support longtime residents of the area. ARPA funding of $500,000 will help 8 first-time homebuyers, and repair 6 mobile homes in the Fourth Plain area, helping improve housing conditions and prevent displacement.

Public Housing – 91.220(h)

INTRODUCTION

Vancouver partners with the Vancouver Housing Authority (VHA) to support projects that provide affordable rental and homeowner housing, including assistance to people with disabilities and individuals and families experiencing homelessness. The VHA also administers the Housing Choice Voucher Program for households in Vancouver.

ACTIONS PLANNED DURING THE NEXT YEAR TO ADDRESS THE NEEDS OF PUBLIC HOUSING

Public housing is often used colloquially to refer to all the housing owned by a public housing authority, but it is actually a specific government program with strict rules and regulations under the Section 9 of the U.S. Housing Act.

In 2024, VHA completed its conversion of 189 apartments from public housing to the voucher program, meaning VHA no longer owns any public housing.

ACTIONS TO ENCOURAGE PUBLIC HOUSING RESIDENTS TO BECOME MORE INVOLVED IN MANAGEMENT AND PARTICIPATE IN HOMEOWNERSHIP

To encourage more engagement in the work of the VHA, residents are encouraged to participate on the Resident Advisory Board. This board provides input on initiatives related to the housing authority. There is also a Resident Commissioner who serves on the housing authority's Board of Commissioners. The Resident Commissioner must be housed in public housing or receive a Section 8 Housing Choice Voucher.

In 2026, the VHA proposes to offer homeownership vouchers which would have a higher payment standard than tenant-based rental assistance to expand homeownership opportunities. This activity supports the objective of incentivizing self-sufficiency by providing voucher holders with a consistent and reliable source of support that is sufficient to meet their needs and will move them toward full homeownership, ultimately culminating in their graduation from the program

IF THE PHA IS DESIGNATED AS TROUBLED, DESCRIBE THE MANNER IN WHICH FINANCIAL ASSISTANCE WILL BE PROVIDED OR OTHER ASSISTANCE

The VHA is not a troubled housing authority, it is rated as a high-performing agency by HUD.

DISCUSSION

HUD selected the VHA to participate in the Moving to Work (MTW) demonstration in 1999. The MTW program has provided the VHA the opportunity to design and test innovative, locally designed strategies that use Federal dollars more efficiently, help residents find employment and become self-sufficient, and increase housing choices for low-income families. As an MTW Agency, the VHA receives exemptions from many program rules and more flexibility regarding the use of Federal funds.

Homeless and Other Special Needs Activities – 91.220(i)

INTRODUCTION

The City of Vancouver continues to fund activities through service providers focused on reducing and ending homelessness for all segments of the population. The City will also continue to collaborate with Council for the Homeless and Continuum of Care providers to prevent and end homelessness. In addition to the funds received by HUD, the City provides substantial investment with local funds obtained through the Affordable Housing Fund.

THE JURISDICTIONS ONE-YEAR GOALS AND ACTIONS FOR REDUCING AND ENDING HOMELESSNESS

REACHING OUT TO HOMELESS PERSONS AND ASSESSING THEIR INDIVIDUAL NEEDS

The City of Vancouver's HART team does daily outreach for people living outside. The City continues to partner with nonprofit partners as well as the Council for the Homeless' Housing Solutions Center, which is the coordinated entry system for Vancouver.

The City also partners with community nonprofits to provide street outreach and needs assessments to the people experiencing unsheltered homelessness and addiction and/or behavioral health challenges. Agencies such as Thrive2Survive and Council for the Homeless host community-wide homeless events to share resources and connect people living outside with services and housing assistance. To support individuals with complex medical and behavioral health needs, the City funds a mobile health program operated by Columbia River Mental Health Services. This team provides field-based medical and behavioral health services in encampments, Safe Stay Communities, and other shelter settings.

HOME-ARP funds will be used to support the continuation of Council for the Homeless' Coordinated Outreach program, along with two additional outreach programs with Outsiders Inn and Live Love. These programs target QP1 households that are experiencing homelessness. A household experiencing homelessness is defined as being an individual or family that lacks a fixed, regular, and adequate nighttime residence, will imminently lose their primary nighttime residence, and/or unaccompanied youth under 25 years of age or families with children. These programs will assist 96 people through Council for the Homeless, 122 through Outsiders Inn, and 94 through Live Love.

ADDRESSING THE EMERGENCY SHELTER AND TRANSITIONAL HOUSING NEEDS OF HOMELESS PERSONS

Since 2021, the City and HART have worked to expand Vancouver's shelter system to include a range of options designed to meet people where they are and support stabilization for individuals. Four Safe Stay Communities provide non-congregate, low-barrier shelter for adult individuals and couples experiencing unsheltered homelessness in Vancouver, with a focus on those experiencing chronic homelessness. These sites are accessed through direct outreach and referral, rather than traditional waitlists. Each site includes 24/7 staffing and access to services, with an emphasis on safety, stability and engagement to support sustainable housing outcomes.

From November through March, local winter and severe weather shelters are offered through a partnership between Outsiders Inn, Live Love Outreach, other faith community partners and Council for the Homeless. The Affordable Housing Fund also provides funding to the YWCA for their domestic violence shelter and to Share for their Women's Housing and Transition Shelter (WHAT).

Looking ahead, the City is preparing to open a year-round 120-bed bridge shelter in winter of 2026. This facility is designed to address critical gaps between unsheltered homelessness and permanent housing by providing a structured, stabilization-focused and trauma-informed environment. The bridge shelter will likely serve many individuals with higher needs, including those exiting other systems of care (hospitals, detox, inpatient treatment, jail, etc.), living in high-impact encampments, or requiring additional time or support prior to transitioning to permanent housing. The model is intentionally flexible, with multiple pathways to housing, treatment, and other long-term supports.

As part of the bridge shelter model, the City is also supporting the integration of on-site and mobile treatment services, including a Mobile Opioid Treatment Program (OTP). This service will provide access to medication-assisted treatment and related support services both at the shelter and in targeted outreach settings.

HELPING HOMELESS PERSONS MAKE THE TRANSITION TO PERMANENT HOUSING AND INDEPENDENT LIVING, INCLUDING SHORTENING THE TIME THAT THEY EXPERIENCE HOMELESSNESS, FACILITATING ACCESS TO AFFORDABLE UNITS, AND PREVENTING THOSE WHO WERE RECENTLY HOMELESS FROM BECOMING HOMELESS AGAIN

The City of Vancouver will focus on strengthening outreach, expanding access to permanent housing through rental assistance, and providing stabilization services that support long-term housing retention. These efforts prioritize populations with the highest barriers to housing, including chronically homeless individuals, families with children, and unaccompanied youth.

To improve engagement with people experiencing homelessness and facilitate faster connections to housing, the City will invest HOME-ARP funds in three outreach programs. Council for the Homeless will receive $200,000 for Coordinated Outreach, providing citywide engagement and assessment services that connect individuals and families to the homeless crisis response system. Outsiders Inn will receive $200,000 for the HOPE Outreach and Housing Stability program, which combines street outreach with case management to help households become housed, ensuring continuity of support throughout the transition to housing. Live Love will receive $100,000 to conduct street outreach during evening hours and connect households to emergency services, coordinated entry, and housing opportunities. These outreach programs are designed to reduce the time people remain unsheltered by ensuring early engagement, consistent follow-up, and pathways to permanent housing.

To increase access to permanent housing, the City will fund two Tenant-Based Rental Assistance (TBRA) programs, which are limited to households who are literally homeless at program entry. Janus Youth will receive $270,000 to provide rental assistance to youth and young adults, including unaccompanied youth, helping them transition from homelessness to stable housing while receiving supportive services that build independent living skills. Share will also receive $270,000 to provide rental assistance to literally homeless individuals and families. These TBRA programs connect participants to case management and supportive services that promote long-term stability.

Preventing returns to homelessness is a central component of the City's strategy. The housing stability services provided by Outsiders Inn as part of the HOPE program offer case management to ensure that households are set up to be successful upon becoming housed. They provide budgeting support, good tenant education, and connection to community resources. Janus also supports youth in building the skills and support networks needed to remain stably housed, reducing the likelihood of future homelessness among young people who have exited the crisis response system.

Through these combined investments in outreach, rental assistance, and stabilization services, the City aims to reduce the duration and recurrence of homelessness while expanding access to permanent housing for the community's most vulnerable residents.

HELPING LOW-INCOME INDIVIDUALS AND FAMILIES AVOID BECOMING HOMELESS, ESPECIALLY EXTREMELY LOW-INCOME INDIVIDUALS AND FAMILIES AND THOSE WHO ARE: BEING DISCHARGED FROM PUBLICLY FUNDED INSTITUTIONS AND SYSTEMS OF CARE OR, RECEIVING ASSISTANCE FROM AGENCIES THAT ADDRESS HOUSING, HEALTH, SOCIAL SERVICES, EMPLOYMENT, EDUCATION, OR YOUTH NEEDS.

Several projects proposed for funding under this Action Plan, including both public service programs, address the goal of avoiding homelessness or receiving assistance that addresses housing, health, social services, employment, education, or youth needs. Council for the Homeless will provide one time diversion assistance to lower barrier households experiencing homelessness, while Fosterful's Foster Care Support program will provide assistance and education for foster youth. HOME-funded rental assistance will also be used to help eligible households fill gaps in income that might occur as the result of serious illness, relationship breakdown, or other emergency circumstances.

The City has also continued to fund the Homelessness Prevention Consortium through the AHF. This Consortium brings together several local agencies that work to prevent homelessness through short-term rental assistance. This assistance targets vulnerable people who might have a temporary crisis, such as losing a job, a sudden illness, or breakdown from a relationship. This assistance is available to households earning less than 50% AMI. The provision of several months of rental assistance is a cost-effective way to stabilize households and prevent homelessness in contrast to providing services to people who have an eviction on record.

In 2025, the City used AHF funding to support the VHA in redeveloping an 8-unit apartment complex into a 14-bed transitional housing project for individuals reentering the community from the justice system. A nonprofit service provider will deliver supportive services to help residents stabilize and transition to permanent housing.

DISCUSSION

The City of Vancouver continues to implement a comprehensive and coordinated approach to reduce and end homelessness, with a focus on outreach, emergency shelter, transitional and permanent housing, and homelessness prevention. Daily outreach efforts led by HART and partner nonprofits aim to connect with unsheltered individuals and assess their needs. Through programs like Council for the Homeless' Coordinated Outreach, Outsider Inn's HOPE Outreach and Housing Stability, and Live Love's Evening Outreach, supported with HOME-ARP funding, the City is reaching vulnerable populations, including youth, families, and those with behavioral health needs.

To address emergency and transitional housing needs, the City has established four SSC, offering temporary shelter, stability, and access to services. Additionally, winter shelter locations are activated during colder months to accommodate more individuals, prioritizing families and people with heightened vulnerabilities. This year, the City is developing a permanent bridge shelter site expected to open in the winter of 2026.

Efforts to transition individuals into permanent housing are supported through rental assistance programs and services from Share and Janus Youth.

Prevention remains a key focus, with initiatives like the Homelessness Prevention Consortium and programs from Council for the Homeless are providing short-term assistance. These services are crucial for stabilizing households at risk of homelessness due to crises such as job loss or medical emergencies.

Barriers to affordable housing – 91.220(j)

INTRODUCTION

The City of Vancouver, like much of the U.S., is experiencing a housing crisis. Years of underbuilding combined with unprecedented population growth in Clark County have created a persistent deficit in housing units of all types and affordable units in particular. This supply deficit is driving up the cost of rental housing and home prices and directly contributing to the rise in homelessness in our community.

HOUSING DEVELOPMENT SLOWED

The City continued to fall short of annual housing goals. Fewer than half of the targeted housing units were completed in 2025. This outcome reflects both macro-economic and policy factors largely outside of local control. Elevated construction costs, impacts of tariffs, and sustained high interest rates significantly constrained both affordable and market-rate housing production while stagnating rent growth primarily impacted market-rate housing production. These pressures delayed planned developments and limited the ability of developers to secure financing.

STATE FUNDING SETBACKS

Despite a strong pipeline of shovel ready projects, no Vancouver projects received Housing Trust Fund awards in 2025. While the application process for State funding is highly competitive, the lack of State funding despite significant population growth and documented need in Southwest Washington underscores the obstacles the region faces in addressing the ongoing affordable housing deficit. As a result, the city faces a bottleneck of viable projects that must wait or secure other resources before starting construction.

FAIR MARKET RENTS DECLINED

Decreasing Fair Market Rents (FMR) improves affordability for renters and supports the City's housing stability goals. FMR trends also influence how lenders and investors assess long-term rent growth and project risk. Following years of sustained rent increases, a decline in FMR can create uncertainty in underwriting assumptions, leading to more conservative financing terms and slower multifamily development.

The City remains committed to advancing housing production and affordability and will continue to pursue state and federal funding, policy alignment and partnership strategies to unlock stalled projects and restore momentum to the development pipeline.

ACTIONS PLANNED TO REMOVE OR AMELIORATE THE NEGATIVE EFFECTS OF PUBLIC POLICIES THAT SERVE AS BARRIERS TO AFFORDABLE HOUSING SUCH AS LAND USE CONTROLS, TAX POLICIES AFFECTING LAND, ZONING ORDINANCES, BUILDING CODES, FEES AND CHARGES, GROWTH LIMITATIONS, AND POLICIES AFFECTING THE RETURN ON RESIDENTIAL INVESTMENT

The City of Vancouver first developed its Housing Action Plan in 2023. Since then, significant progress has been made through coordinated, citywide efforts. The Plan now includes 70 actions focused on increasing housing supply in Vancouver. This annual report highlights implementation progress and early impacts on housing supply, with detailed strategy status provided in an addendum of the report.

Some examples include:

- Update Comprehensive Plan to establish housing and density goals and strategies
- Update code to remove artificial barriers to density and additional housing types
- Update single family zoning to achieve naturally affordable housing through broad allowance for middle housing options, especially for first-time homeowners
- Explore additional investments and funding opportunities
- SDC and Impact fee waivers, Construction Sales Tax Deferral program
- Offer additional incentives for density – lower parking minimums, additional height, etc.

POLICY ACTIONS

In response to slowing housing production, the City is advancing a range of new housing initiatives. These actions represent sustained effort to support affordability, stabilize renters, and position the community for future housing production.

The City made substantial progress in updating its Comprehensive Plan. The updated Land Use Map for Vancouver was finalized in 2025, with adoption of the final Comprehensive Plan and Zoning Code incorporating community input, local priorities, and state requirements expected in mid-2026.

The City's Engineering Permit team modified its system processes resulting in shorter subsequent review timelines. In addition, an early permit submittal process was implemented, allowing single-family builders to receive approvals prior to final subdivision plat approval.

The City continues efforts to reduce development costs for new housing by deferring impact fees and system development charges until late in construction, and by offering Multifamily Tax Exemption incentives, including waived application fees and deferred fee in lieu payments for qualifying projects.

Vancouver eliminated parking minimums for new affordable housing developments where at least 50% of units serve households at or below area median income, reducing project costs and increasing the number of homes that can be built. While some community concerns were raised about potential parking impacts, the City will monitor outcomes and expects developers to continue providing parking where market demand exists.

DISCUSSION

No additional discussion.

Other Actions – 91.220(k)

INTRODUCTION

The City of Vancouver has multiple strategies to meet the needs of the community. Although the CDBG and HOME fund contributions are small, they are an important funding component.

ACTIONS PLANNED TO ADDRESS OBSTACLES TO MEETING UNDERSERVED NEEDS

Several projects proposed for funding under the 2026 Action Plan address the goal of meeting these needs. Utilizing both HOME and CDBG funds, Janus Youth will provide rental assistance to homeless youth and young adults, while Share will provide rapid re-housing services to individuals and families experiencing homelessness. Council for the Homeless will provide diversion assistance and Fosterful will provide services to youth experiencing foster care.

ACTIONS PLANNED TO FOSTER AND MAINTAIN AFFORDABLE HOUSING

The City of Vancouver utilizes the Multi-Family Tax Exemption (MFTE) program to encourage new private multi-family development and redevelopment within designated target areas to accommodate future population growth and encourage affordable housing. This program exempts project owners from the new construction property tax value cost for residential development.

New state legislation now allows MFTE to be renewed at the end of its exemption period, provided that 20% of the units are income-based units affordable to households earning less than 80% AMI. One project has been approved for renewal and several others are approaching the end of their initial tax exemption period and considering renewing.

In 2024, City Council approved a new affordable housing incentive that was allowed by state law. The Construction Sales Tax Deferral program allows the city to incentivize the development of affordable housing on underutilized public parking lots. The first project under this program was approved in April 2025.

The City of Vancouver also uses the Affordable Housing Fund, a voter approved levy generating $10 million per year, to support rental projects and rental assistance for households with very low-income, earning less than 50% AMI. The City provides funding to community partners for projects and programs that:

- Build and preserve long-term affordable housing in Vancouver
- Support affordable homeownership (up to 80% AMI)
- Provide rental assistance and services to help households avoid eviction or access a rental unit

In 2026, the City anticipates receiving a second round of funding from the State's Home Electricity and Appliance Rebate (HEAR) program to expand rehabilitation efforts by providing high-efficiency electric equipment and appliances for income-qualified homeowners. These upgrades help homeowners lower their energy bills while making their homes safer and more comfortable to live in.

In addition, the City is using American Rescue Plan Act (ARPA) funding to advance Fourth Plain Forward initiatives, including investments to help stabilize housing and support longtime residents of the area. ARPA funding was awarded in 2025 to help 8 first-time homebuyers, and repair 6 mobile homes in the Fourth Plain area, helping improve housing conditions and prevent displacement.

ACTIONS PLANNED TO REDUCE LEAD-BASED PAINT HAZARDS

The City continues to require lead-based testing for houses during housing quality and safety inspections and for any rental assistance units and rehabilitation work on structures built before 1978. The City also requires TBRA providers to provide lead information notification to families receiving rental assistance and living in units built before 1978.

ACTIONS PLANNED TO REDUCE THE NUMBER OF POVERTY-LEVEL FAMILIES

The City of Vancouver continues to fund various assistance from rapid rehousing and homelessness prevention, capacity building for community-based organizations, new and rehabilitated affordable housing units, and business assistance to help stabilize at-risk populations and move them toward self-sufficiency.

ACTIONS PLANNED TO DEVELOP INSTITUTIONAL STRUCTURE

City Council members and other city staff serve on various nonprofit agency boards including service providers, economic development companies and chambers of commerce.

City of Vancouver council members are also participants of the Community Action Advisory Board which awards state and county funding to nonprofit agencies for the Homeless Crisis Response System, homelessness prevention and other basic services. The City also participates in the coordination of homeless services, job training and housing programs through the Continuum of Care, Community Action Advisory Board, and Clark County's Ending Community Homelessness Organization.

ACTIONS PLANNED TO ENHANCE COORDINATION BETWEEN PUBLIC AND PRIVATE HOUSING AND SOCIAL SERVICE AGENCIES

The City of Vancouver has a wide variety of programs and involve partnerships between public housing providers and private developers. The City continues to create and utilize new and innovative funding sources such as the local Affordable Housing Fund, Multifamily Tax Exemption program, and the Construction Sales Tax Deferral program that are available to private developers and nonprofit housing agencies and allow the City to further supplement CDBG and HOME funding.

DISCUSSION

No additional discussion.

Program Specific Requirements – 91.220(l)(1,2,4)

INTRODUCTION

CDBG funding is dedicated solely to activities that benefit people with low to moderate income.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

   The City of Vancouver does not use HOME funds other than those identified by 92.205.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

   The City of Vancouver's Resale policies ensure that HOME-assisted units remain affordable throughout the entire affordability period. The resale method is used in cases where HOME funding is invested directly into a property, through a developer or nonprofit subrecipient. The HOME funds are used to reduce development or acquisition costs making the price of the home affordable to an eligible buyer.

Specific examples where the City would use the resale method for homeowner assistance include:

- Providing HOME funds to acquire property to be developed or to acquire affordable owner units;
- Providing HOME funds for site preparation or improvement, including demolition;
- Providing HOME funds for construction materials and/or labor; and
- Providing HOME funds to reduce the purchase cost for a home that will be held as long-term affordable by Habitat for Humanity or a community land trust.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

    - 100% of the increase in appraised value attributable to the addition of one or more bedrooms and one or more bathrooms; and
    - 50% of the cost of major systems replacement within five years prior to resale. This does not include repairs but is for upgrades or improvements that do not typically increase market value in an appraisal but do increase a home's useful life (i.e., roof, furnace, electrical system).

    Supporting documents for these guidelines can be found with plan documents on the City's website, https://www.cityofvancouver.us/economic-prosperity-and-housing/housing-resources/.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

    The City of Vancouver does not anticipate using HOME funds in this manner.

5. If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)).

    The City of Vancouver will not be preferencing TBRA activities for persons with special needs or disabilities.

6. If applicable to a planned HOME TBRA activity, a description of how the preference for a specific category of individuals with disabilities (e.g. persons with HIV/AIDS or chronic mental illness) will narrow the gap in benefits and the preference is needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2)(ii) and 91.220(l)(2)(vii)).

    The City is not preferencing households with disabilities.

7. If applicable, a description of any preference or limitation for rental housing projects. (See 24 CFR 92.253(d)(3) and CFR 91.220(l)(2)(vii)). Note: Preferences cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).

    This is not applicable to the activities planned for PY2026.

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