



CITY COUNCIL MEETING MINUTES

Vancouver City Hall | Council Chambers | 415 W. 6th St.
PO Box 1995 | Vancouver, WA 98668-1995
www.cityofvancouver.us

Anne McEnery-Ogle, Mayor

Bart Hansen • Ty Stober • Erik Paulsen • Sarah J. Fox • Diana H. Perez • Kim D. Harless

May 9, 2022

WORKSHOPS

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

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

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

https://www.cvtv.org/vid_link/34613?startStreamAt=0&stopStreamAt=8181

3:00 - 6:00 pm 2023-24 Biennial Budget

Natasha Ramras, Chief Financial Officer, 360-487-8484

Summary

Staff led Council through a discussion of the 2023-24 Biennial Budget and timeline for approval.

COUNCIL DINNER/ADMINISTRATIVE UPDATES

COUNCIL CONSENT AGENDA MEETING

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

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

https://www.cvtv.org/vid_link/34629?startStreamAt=0&stopStreamAt=5912

Pledge of Allegiance

Call to Order and Roll Call

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

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

Absent: None

Proclamations: Poppy Days; Taiwanese American Heritage Week

Mayor McEnerny-Ogle read and presented a proclamation to Gloria Cummings, American Legion Auxiliary President, proclaiming May 15-21, 2022, as Poppy Days.

Mayor McEnerny-Ogle read and presented a proclamation to Easton Lee, Vice President of Taiwanese Chamber of Commerce of North America, CT Fu, President of the Taiwanese Chamber of Commerce of OR and SW WA, Chien-Yu Chan, President of Formosa Association of Public Affairs of OR and SW WA Chapter, proclaiming May 8-14, 2022, Taiwanese American Heritage Week.

Community Communication (1-4)

Mayor McEnerny-Ogle opened Community Communication and received the following testimony:

- Glen Yung, Vancouver, spoke about the overview of the budget and funding

for more safety measures in the community.

- Kimberlee Elbon, La Center, Washington, stated it is wrong to pass any agenda items while under the ICLEI.

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

Consent Agenda (Items 1-4)

Council requested Item 3 be pulled for discussion.

Councilmember Fox discussed the code changes for the HQ Master Plan and Subdivision with Keith Jones, Senior Planner. A brief discussion was held between the Council and staff regarding the zoning and development. City Attorney, Jonathan Young, stated from a procedural standpoint that staff should add the changes from Title 20 to the ordinance and then bring the item back as a first reading at a future meeting. Council asked that parameters for building height and density be put in place. Item number 3 was sent back by the Council and removed from the consent agenda.

Council took a vote to approve Items 1, 2, and 4.

Motion by Councilmember Paulsen, seconded by Councilmember Hansen, and carried unanimously to approve the Consent Agenda.

1. 2022 First Supplemental Budget

Staff Report: 062-22

AN ORDINANCE relating to the 2021-22 Biennial Budget and making various appropriations in various funds; declaring an emergency.

The recommended expenditure appropriation increases for the City's Operating and Capital funds included in the 2022 First Supplemental Budget totals \$138.4 million. An increase of \$45.9 million relates to recommended changes in the Operating budget, with the remaining appropriation increase of \$92.5 million representing changes in capital projects and supporting funding transfers. The Supplemental will result in utilizing \$14.3 million in City resources; of that amount, the General Fund's share is \$3.0 million.

Changes in the operating budget could be distilled to administrative in nature, grant funded and very minimal new initiatives. A significant amount of the operating budget appropriation change relates to a variety of normal administrative changes across all funds. The administrative changes include an update of the salaries budget for the cost of living adjustment for

all labor and non-union groups effective in 2022, annual true-up of the self-insurance charges for the liability, workers' compensation and property insurance costs and claims, annual true up to the indirect cost service plan, budget adjustments for the changing cost of fuel and faster than anticipated vehicle replacements across all affected City departments, including General, Street and Fire funds.

Appropriation increases for the operating budget changes in the General, Street and Fire funds total \$15.7 million. The majority of the increase relates to the administrative changes outlined above. The budget also includes grant funded appropriation increase due to a number of new grants in public safety, funding for City services related to the Interstate Bridge and appropriation of a small amount of ARPA grant funding, mostly for the outreach and initial design of the future projects. The single new largest item is budget to fund three Safe Stay villages, two have already opened, and two Safe Park locations, of which one is a new location to be determined later in the year. The Safe Stay villages are funded by a combination of the Affordable Housing property tax and the Affordable Housing sales tax dollars. Additional appropriation is being added to increase the Diversity and Inclusion efforts internally and externally.

The remaining appropriation increase relates to changes in other operating City funds. Major changes are summarized below:

- True up of the CDBG-CV 3 and CHIP grant awards for 2022 fiscal year of \$1.0 million;*
- Affordable Housing Property Tax and the Affordable Housing Sales Tax appropriation increases to fund the new Safe Stay Villages, \$2.9 million;*
- ARPA funding reimbursement for services provided out of the General Fund;*
- True up of the Tennis Center appropriation of \$2.0 million to reflect the most recent operating expenses and revenues of the Center. The Center is currently managed by the US Tennis Association, but the financial information must be reported in City financials;*
- Risk Fund budget adjustment of \$2.4 million to reflect the current cost of insurance and claims;*
- Updated appropriation of \$1.8 million due to an updated vehicle replacement schedule to account for higher use vehicles than originally anticipated and longer lead times in vehicle delivery;*
- Updated appropriation by \$7.1 million in the School Impact Fee fund to reflect the most current projection of fees collected in the fund to be transferred to the School Districts.*

The total net Capital Budget appropriation of \$92.5 million (including internal transfers) is included in the First Supplemental of 2022. Expenditures by project are outlined in Attachment C to the ordinance. Following are some of the changes to projects included in the

Supplemental:

- *Parks capital projects totaling \$3.0 million for:*
 - *Esther Short Park restroom re-build and new playground*
 - *Oakbrook Park*
 - *Vancouver Innovation Center (VIC) Park*
 - *Harpers Playground at Marshall Community Center*
- *General Capital/Asset Management projects totaling \$21.8 million for:*
 - *Operation Center redevelopment*
 - *Fourth Plain Commons construction*
 - *Heights Phase 1*
- *Water, Wastewater and Streets/Transportation totaling \$21.1 million for:*
 - *Main Street reconstruction*
 - *NW 32nd Commercial Corridor Right of Way (ROW)*
 - *Heights Roads, Right of Way (ROW) and infrastructure design*
 - *Devine Street pedestrian improvements*
- *Capital Funding Transfers Supporting the City's Capital projects Budget totaling \$46.5M*

Attachment B of the ordinance outlines changes to FTEs, with an overall new increase of 26.5 FTEs recommended in the 2022 First Supplemental. Major changes from the Attachment B are listed below:

- *Major position changes are outlined below:*
 - *Reclassification and reorganization of existing 7.0 FTE Police Service Technicians (PST) to:*
 - *One Police Officer, one Business Intelligence Analyst, one Records Specialist and one Strategic Communications Manager to remain in VPD.*
 - *Two positions in Information Technology and one in Human Resources to better support Police IT and HR needs.*
 - *Additional capacity in the newly created General Services Department:*
 - *Add 1.0 FTE Support Specialist II and 1.0 FTE Financial Analyst B;*
 - *Add 2.0 FTE Capital Project Managers to support capital building-related projects.*
 - *Additional capacity in the Economic Prosperity and Housing Department;*
 - *Reclassify two existing positions to better reflect the work needs of the department;*
 - *Add 0.5 FTE Support Specialist III and move 1.0 FTE added to help manage the Heights implementation from Facilities Department.*
 - *Public Works Construction Services increase in personnel in response to increasing capital programs;*

- *Add 2.0 FTE Senior Construction Inspectors, 1.0 Survey Specialist and 1.0 Civil Engineer.*
- *Positions to support grant and revenue-funded work:*
 - *Add 2.0 Limited-Term FTEs to conduct extensive outreach to residents and businesses in the Fourth Plain corridor and Businesses on Main Street. Positions are to be supported by American Rescue Plan Act (ARPA) funding;*
- *Other FTE changes to support the organization:*
 - *Add 3.0 Limited-Term through end of 2022 Fire Support Staff in anticipation of Proposition 2;*
 - *Add 2.0 FTE Building Inspector III's in Building Fund to support increased business activity;*
 - *Add 1.0 FTE Senior Park Developer for managing capital Parks and Trails;*
 - *Add 1.0 FTE Diversity, Equity, and Inclusion Program Coordinator and 1.0 FTE Homelessness Program Coordinator in City Manager's Office;*
 - *Add 8.0 FTE Overhire, unfunded positions, to be utilized on a short term basis with authorization by the City Manager or their designee;*
 - *Add 1.0 FTE HR Assistant in Human Resources to support the HR Benefits team.*

Request: On Monday May 9, 2022, approve the ordinance on first reading, setting the date of second reading and public hearing for Monday May 16, 2022.

Natasha Ramras, Chief Financial Officer, 360-487-8484

Motion approved the request.

2. **Bid Rejection - Construction of Rehabilitation of Industrial Pump Station**

Staff Report: 063-22

The IPS was constructed in 1979 to service local food processing industries and reduce waste loading to the Westside treatment plant. The IPS pumps food-processing wastewater from two food-processing facilities to the industrial pretreatment lagoon. The IPS has been operating since 1979 with original structures, piping, and mechanical and electrical equipment. No major construction or replacements have occurred during its 40-plus years of operation. During the past 10 years, treatment plant maintenance staff have conducted short term repairs to pipes and mechanical equipment that have worn due to corrosion and have led to numerous leaks. The pipes are currently in a condition beyond repair and in need of replacement in order to ensure continuous service.

The project would replace the aging and outdated electrical system with

updated equipment that meets current electrical codes for safety and reliability; install new piping, mechanical equipment and structures that meets current construction standards and provides better maintenance access; and provide a protective coating for the wastewater collection well. The project would include temporary wastewater bypass pumping services that would keep the two food processing facilities in operation during construction. An interim bypass configuration will be constructed by Jacobs in June 2022 in case of a failure prior to completion of this project.

On April 5, 2022, bids were opened for this project (ITB 22-22). Bids were received from 3 firms:

SUMMARY OF BIDS	
BIDDER	AMOUNT
Lee Contractors, LLC Battle Ground WA	\$1,345,400.00
Northbank Civil and Marine, Inc., Vancouver WA	\$1,654,625.00
Pease and Sons, Inc., Tacoma WA	Bid Withdrawn due to bidding error
Engineer's Estimate (as published)	\$400,000
Updated Construction Estimate	\$1,488,700

The City's apprenticeship utilization requirement is based upon the engineer's estimate that was published at time of bidding. The engineer's estimate for this project was below the required threshold for apprenticeship utilization and therefore, no apprenticeship goals were included in the bids received for this project.

The engineer's estimate (as published) was a value provided in October 2020 during the preliminary engineering design phase of the IPS and errantly included in the bid package. Because bids received were substantially higher than the published engineer's estimate, staff requested an independent construction estimator to provide an updated construction estimate, which reflect current materials and labor economic conditions. The estimate is consistent with bids received, which were within 36% range of each other.

Request: On May 9, reject all bids and direct staff to re-bid the project to include apprenticeship utilization in accordance with the City's apprenticeship goals for public works construction projects.

Frank Dick, Wastewater Engineering Supervisor, 360-487-7179

Motion approved the request.

3. HQ Master Plan and Subdivision

Staff Report: 064-22

AN ORDINANCE approving the HQ Master Plan and Subdivision at Fisher's Quarry and associated VMC Title 20 text amendments; and providing for severability and an effective date.

In 2009, the City adopted the Riverview Gateway Subarea Plan that established goals and policies and an overall vision for redevelopment of two former rock quarries at the intersection of SR-14 and SE 192nd Avenue. The subject site is the 99-acre Fisher's Quarry that is located west of 192nd Avenue.^[1] The applicant has named the development the HQ Master Plan.

Following the completion of the Subarea Plan, the Riverview Gateway Plan district regulations were adopted into the development code (VMC 20.680). The Riverview Gateway Plan District requires that the applicant submit for and obtain approval of a master plan prior to the area being developed. Under the City's development code, the master plan is a Type IV process requiring a hearing before the Planning Commission who makes a recommendation to City Council for final action.

The applicant requests approval of a master plan to develop the 99-acre Fishers Quarry Site and subdivide the property into 41 lots. Development includes approximately 331,934 square feet of office/light industrial, 350,765 square feet of non-office commercial (includes 120-room hotel), 1,950 multi-family dwelling units and 12 single-family residential lots.

Staff requests that the City Council approve the project based on the findings contained in the staff report to the Planning Commission dated February 15, 2022 for the February 22, 2022 Planning Commission hearing with the staff proposed amended conditions contained in the attached memo to City Council dated April 20, 2022

[1] The WSDOT quarry is the second quarry area identified in the subarea plan and is located generally east of 192nd Avenue. In 2016, the City Council approved the Columbia Palisades master plan for the WSDOT quarry. Columbia Palisades is currently being built out and is not part of this proposal.

Request: On May 9, 2022, approve the ordinance on the first reading, setting the date of second reading and public hearing for May 16, 2022.

Keith Jones, Senior Planner, 360-487-7887

Council agreed to remove the item from the agenda to be brought back at a later date.

4. Approval of Claim Vouchers

Request: Approve claim vouchers for May 9, 2022.

Motion approved claim vouchers in the amount of \$8,533,162.73.

Community Forum

Mayor McEnerny-Ogle opened the Community Forum and received the following testimony:

- Ashley Hughes, Vancouver, spoke about the economic and social failures relating to crime increases.
- Jim Karlock, Portland, Oregon, stated they do not want tolls and light rails when the new bridge is developed and does not want to see money wasted on this.
- Wynn Grcich, Clark County, Washington, spoke about the Council following the United Nations and their disappointment in the Mayor supporting Black Lives Matters.
- Kimberlee Elbon, La Center, Washington, stated they feel discriminated against by the City and that they would like the Council to hold a town hall.
- Cathryn Chudy, Vancouver, thanked the Council for their work on the climate action plan and provided information on the need to switch to electric vehicles.
- Justin Forsman, Vancouver, spoke about the importance of homeownership and the war in the Ukraine.
- Leah Black, Vancouver, spoke in opposition to the free fridge program and the risks of allowing them.
- Phillip Englund, Vancouver, spoke in support of the free fridge program and the benefits of allowing them.
- Michele Rudi, Vancouver, spoke in opposition to the free fridge program and the risks of allowing them.
- Paul Englund, Washougal, Washington, expressed thanks to the Council for their support on climate action and for pursuing more multifamily housing options.

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

Adjournment

8:07 p.m.

Anne McEnerny-Ogle, Mayor

Attest:

Natasha Ramras, City Clerk

Meetings of the Vancouver City Council are electronically recorded on audio and videotapes. The audio tapes are kept on file in the office of the City Clerk for a period of six years.

From: [Kimberlee Elbon](#)
To: [City of Vancouver - Office of the City Manager](#); [Dollar, Sarah](#); arichter@ci.lacenter.wa.us; clerk@ci.lacenter.wa.us
Subject: Fwd: Biden Handing Over U.S. Sovereignty to WHO - America Out Loud
Date: Friday, May 6, 2022 11:47:04 AM

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

THIS IS NOT disinformation nor misinformation AND PLEASE READ and PUT into PUBLIC RECORD from a concerned Citizen.

Kimberlee Elbon
[REDACTED]
La Center, WA 98629

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

From: Kimberlee Elbon [REDACTED]
To: [REDACTED]
Sent: Thu, May 5, 2022 9:56 am
Subject: Biden Handing Over U.S. Sovereignty to WHO - America Out Loud

<https://www.americaoutloud.com/biden-handing-over-u-s-sovereignty-to-who/>

Sent from my iPhone

From: [Larry](#)
To: [City Council](#)
Subject: Submission: City Council Contact Form
Date: Saturday, May 7, 2022 6:33:08 AM

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City Council Contact Form

Submitted date: Saturday, May 7, 2022 - 6:33am

Contact Information

First name:

Larry

Last name:

Stewart

Email address:

[REDACTED]

Stress address:

[REDACTED]

ZIP code:

[REDACTED]

Inquiry Information

Subject:

Share an opinion about a City project or initiative

Recipient:

All of Council

Message:

Political gamesmanship is not what is needed to make Vancouver better.

I have lived in Vancouver since July of 1976. My first home for 6 years had electric ceiling heat. My second and present home had oil heat until gas was available in my neighborhood and then I converted.

I invested \$10,000 in the Clark PUD solar program knowing that solar was never going to be the solution here but it could augment. I worked for and retired from BPA, and know hydro will be increasingly scarce. Natural gas is going to be needed for decades as a bridge to whatever future solutions can be invented.

- All forms of renewable energy are needed in a balanced, low-carbon future. Using the natural gas infrastructure already in place, Vancouver can reach climate goals more affordably by delivering renewable natural gas and hydrogen.
- Families and businesses should have a choice of resilient and dependable energy options to meet their needs. Aside from the unnecessary expense, gas bans could discourage renewable energy innovation and force communities to exclusively depend on the electric grid for all energy needs. Homes and businesses with gas service can still have energy even when the electric power is out.
- The affordability and reliability of energy must remain priorities of our region's energy system. Reducing carbon emissions is important, and so is access to affordable energy and the security of a dependable regional energy system.

I believe the best way to realize the most promising low-carbon energy future, for all, is through a collaborative effort using a broad spectrum of solutions to reduce emissions and promote innovation. It's why I urge policy makers at all levels to recognize that a diversified energy system is fundamentally stronger, more affordable, and more reliable.

Upload a file:

From: [Kimberlee Elbon](#)
To: [City of Vancouver - Office of the City Manager](#); [Dollar, Sarah](#); arichter@ci.lacenter.wa.us; clerk@ci.lacenter.wa.us
Subject: Fwd: Biden Handing Over U.S. Sovereignty to WHO - America Out Loud
Date: Friday, May 6, 2022 11:47:04 AM

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THIS IS NOT disinformation nor misinformation AND PLEASE READ and PUT into PUBLIC RECORD from a concerned Citizen.

Kimberlee Elbon
[REDACTED]

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

From: Kimberlee Elbon [REDACTED]
To: [REDACTED]
Sent: Thu, May 5, 2022 9:56 am
Subject: Biden Handing Over U.S. Sovereignty to WHO - America Out Loud

<https://www.americaoutloud.com/biden-handing-over-u-s-sovereignty-to-who/>

Sent from my iPhone

From: [John](#)
To: [City Council](#)
Subject: Submission: City Council Contact Form
Date: Saturday, May 7, 2022 11:30:53 AM

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City Council Contact Form

Submitted date: Saturday, May 7, 2022 - 11:30am

Contact Information

First name:

John

Last name:

Romanowski

Email address:

[REDACTED]

Stress address:

[REDACTED]

ZIP code:

[REDACTED]

Inquiry Information

Subject:

Share an opinion about a City project or initiative

Recipient:

All of Council

Message:

I am in agreement with the NW Natural viewpoint on the draft climate plan under consideration. I want to add that energy cost factors will hurt those who can least afford it, low income residents. Please keep options open to consumers. John Romanowski

Upload a file:

From: [City of Vancouver - Office of the City Manager](#)
To: [Dollar, Sarah](#)
Subject: FW: My Community Forum Public Comments for May 9, 2022
Date: Monday, May 9, 2022 12:01:24 PM
Attachments: [2022-05-09 City of Vancouver Community Forum Public Comment.pdf](#)
[image001.png](#)

Respectfully,

Shannon Ripp | Support Specialist III



CITY OF VANCOUVER, WASHINGTON
City Manager's Office
P: (360) 487-8607
www.cityofvancouver.us

[LEARN ABOUT VANCOUVER'S COVID-19 RESPONSE HERE](#)

From: Cathryn Chudy [REDACTED] >
Sent: Monday, May 9, 2022 11:57 AM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>
Subject: My Community Forum Public Comments for May 9, 2022

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

My Public Comments for the Community Forum for Monday, May 9th are attached

To: Vancouver City Council and Staff
Community Forum/May 9, 2022/Cathryn Chudy

The Climate Action work that our City Council is prioritizing is rooted in a commitment “to mitigate local contributions to climate change and develop adaptation and resilience strategies in preparation for intensifying climate impacts.” Vancouver is also committed to “equity and social justice playing an integral role in both the development and equitable implementation of its plan, particularly frontline communities that are disproportionately affected by climate change and young people who will inherit the legacy of our climate action.”

I urge our Mayor and City Council and city staff to connect with the [Just Crossing Alliance](#) “a coalition of Environmental Justice, Climate Justice, and Sustainable Transportation advocates who have endorsed a shared vision for the proposed replacement of the Interstate Bridge that connects Washington and Oregon across the Columbia River.”

Our SW WA Alliance for Community Engagement (ACE) endorses the Just Crossing Alliance’s [Values](#) - which are introduced with this statement:

The Just Crossing Alliance’s advocacy around the proposed Interstate Bridge crossing is driven by an urgent need to mitigate and adapt to climate change, by strong values of environmental justice, environmental protection and social justice and by the need to balance the fiscal needs of many different transportation and other infrastructure priorities in our region.

The research is clear: expansion of automobile infrastructure induces additional trips that increase greenhouse gas emissions and local pollution. To reduce greenhouse gas emissions and reduce the pollution burden on our communities and especially on frontline communities that tend to bear the heaviest burden, we need to reduce Vehicle Miles Traveled (VMT) by actively managing travel demand, electrifying our vehicle fleets, and encouraging shifts to transit and other modes.

Four areas with the highest Environmental Health Disparities in Washington state are impacted by the IBR project, and for both climate and public health reasons we cannot afford to increase pollution including greenhouse gases from current levels.

Our Climate Action Plan that Vancouver will adopt this summer sets aggressive targets for reducing emissions, with a clear commitment to equitable implementation. If we are to meet these protective targets, for our community both now and in the future, our transportation decisions must ensure that we do not add to the greenhouse gas emissions and pollution burden by failing to actively and wisely manage travel demand.

Plans and decision making on the bridge replacement are in motion, and I encourage city staff and elected representatives to enlist the [Just Crossing Alliance](#) as a significant resource that brings a perspective on both climate and environmental justice considerations that will impact communities on both sides of the river for decades to come.

From: [City of Vancouver - Office of the City Manager](#)
To: [Dollar, Sarah](#)
Subject: FW: Written comments for City Council meeting
Date: Monday, May 9, 2022 1:47:24 PM

This came in after the deadline. I am happy to respond to let her know that comments are not read aloud but are shared with Council and put in the record. Let me know if you would like me to do that.

Respectfully,

Shannon Ripp | Support Specialist III

CITY OF VANCOUVER, WASHINGTON
City Manager's Office
P: (360) 487-8607
www.cityofvancouver.us

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

From: Amelia Cole <[REDACTED]>
Sent: Monday, May 9, 2022 12:59 PM
To: City of Vancouver - Office of the City Manager <CMO@cityofvancouver.us>
Subject: Written comments for City Council meeting

[You don't often get email from amelia.cole12@icloud.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>.]

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

To whom this may concern,

I found out about this city council meeting at the deadline, is there any way this written comment will be read at the meeting?

“Vancouver Climate Action Plan

Hi- my name is Amelia Cole and I am the President of Clark Colleges Environmental Action Club. I am not able to be in person at this meeting, but on behalf of myself and our members, we wanted to give youth input on the proposed Vancouver Climate Action Plan. It is crucial that youth voices are being heard when debating on whether this plan should be instated. For those who do not believe in or are not educated about climate change and are fighting against this plan, I urge you to educate yourself before voicing your opinion against the implementation of VCA, for this plan, or lack thereof, will impact generations to come. Unfortunately, the effects of climate change will continue to effect Vancouver, and the cities preparation for such events like climate-induced natural disasters is the difference between life or death within our community. Because youth will be effected the most by climate change, I urge city council and our community to take youth voices into consideration. Thank you for your time.”

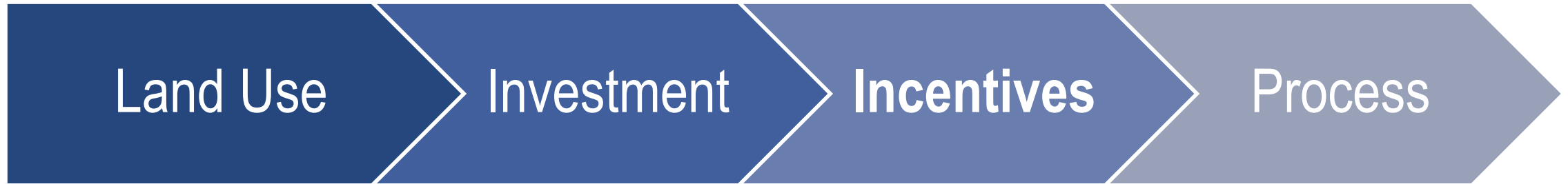
Sincerely,
Amelia Cole

Vancouver City Council Workshop on MFTE Findings

August 8, 2022

- Purpose
- Review Study Scope
- Real Estate Economics
- Project Methodology
- Results of Analysis
- Recommendations
- Discussion
- Next Steps

- Council direction on program objectives
- Council direction on additional analysis and next steps



Strategies

-
- | | | | |
|--|--|--|---|
| <ul style="list-style-type: none">• Comp Plan• Zoning• Growth Management | <ul style="list-style-type: none">• Subsidy for affordable projects• Fee in Lieu/SDC waivers• Acquisition/ Site Control | <ul style="list-style-type: none">• Tax abatement• Parking minimums• Ground floor requirements• Infrastructure investments | <ul style="list-style-type: none">• Permitting Timeline• Design Review |
|--|--|--|---|
-

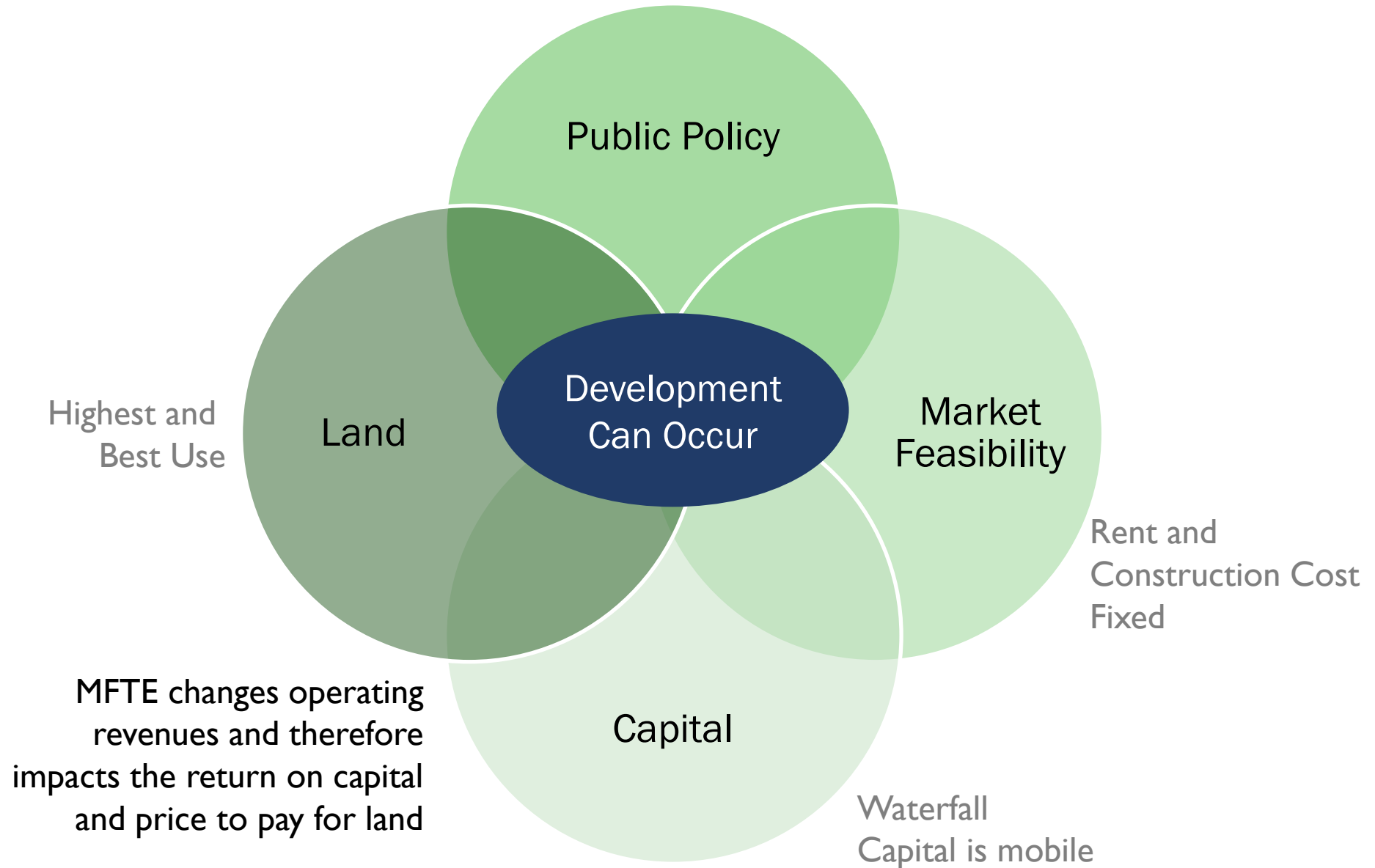
Targeted Outcomes

-
- | | | | |
|---|---|---|---|
| <ul style="list-style-type: none">• Density• Natural Affordability | <ul style="list-style-type: none">• Permanent Affordability | <ul style="list-style-type: none">• Density | <ul style="list-style-type: none">• Density• Natural Affordability |
|---|---|---|---|
-

- Evaluate development trends in eight Vancouver neighborhoods.
- Test various potential changes to the MFTE program and their impact on development feasibility in each neighborhood
- Determine the optimal revisions to the current program and recommend potential expansion areas

Real Estate Economics 101

Understanding the Economics of Development



Modeling developer response to incentives is challenging



Today

Construction period (2-3 years)

Operating period (years 4 to 16)

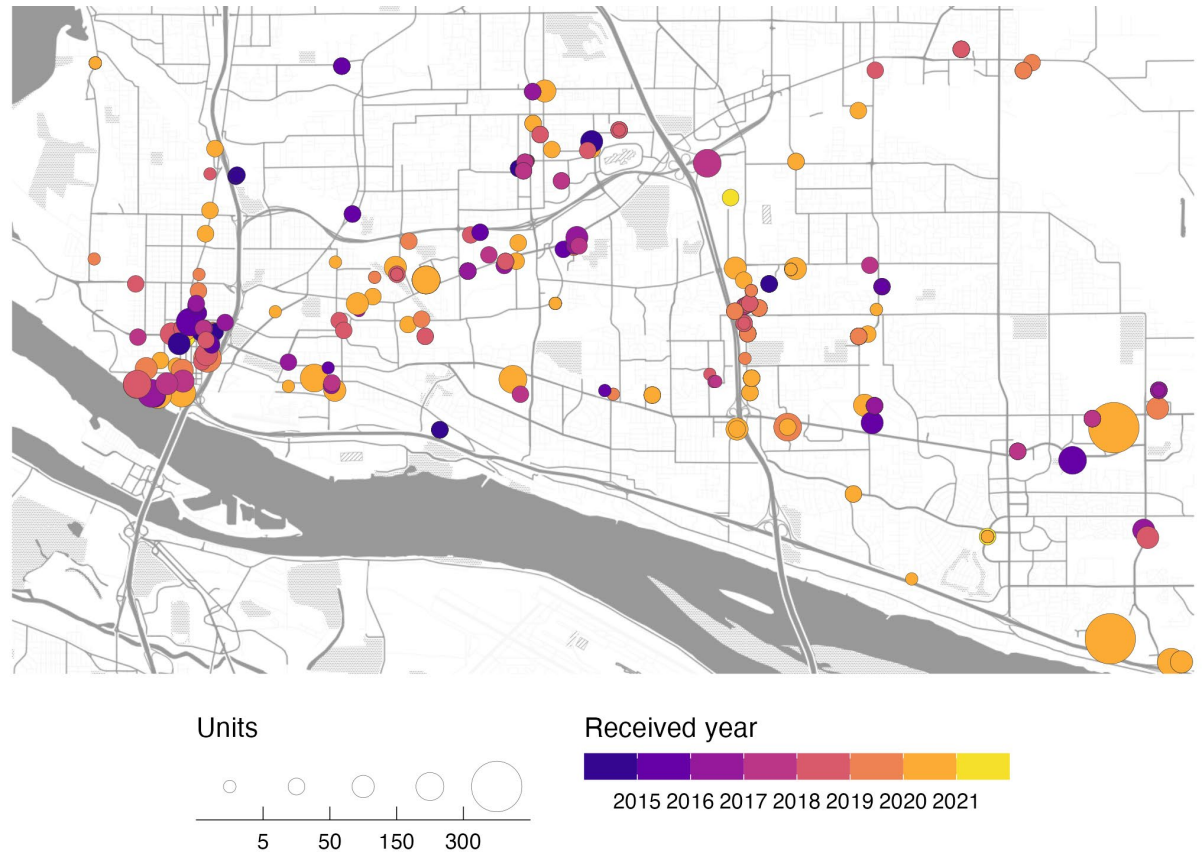
Impact on
development
feasibility

MFTE program impact

Flexible programs deliver greater public benefits

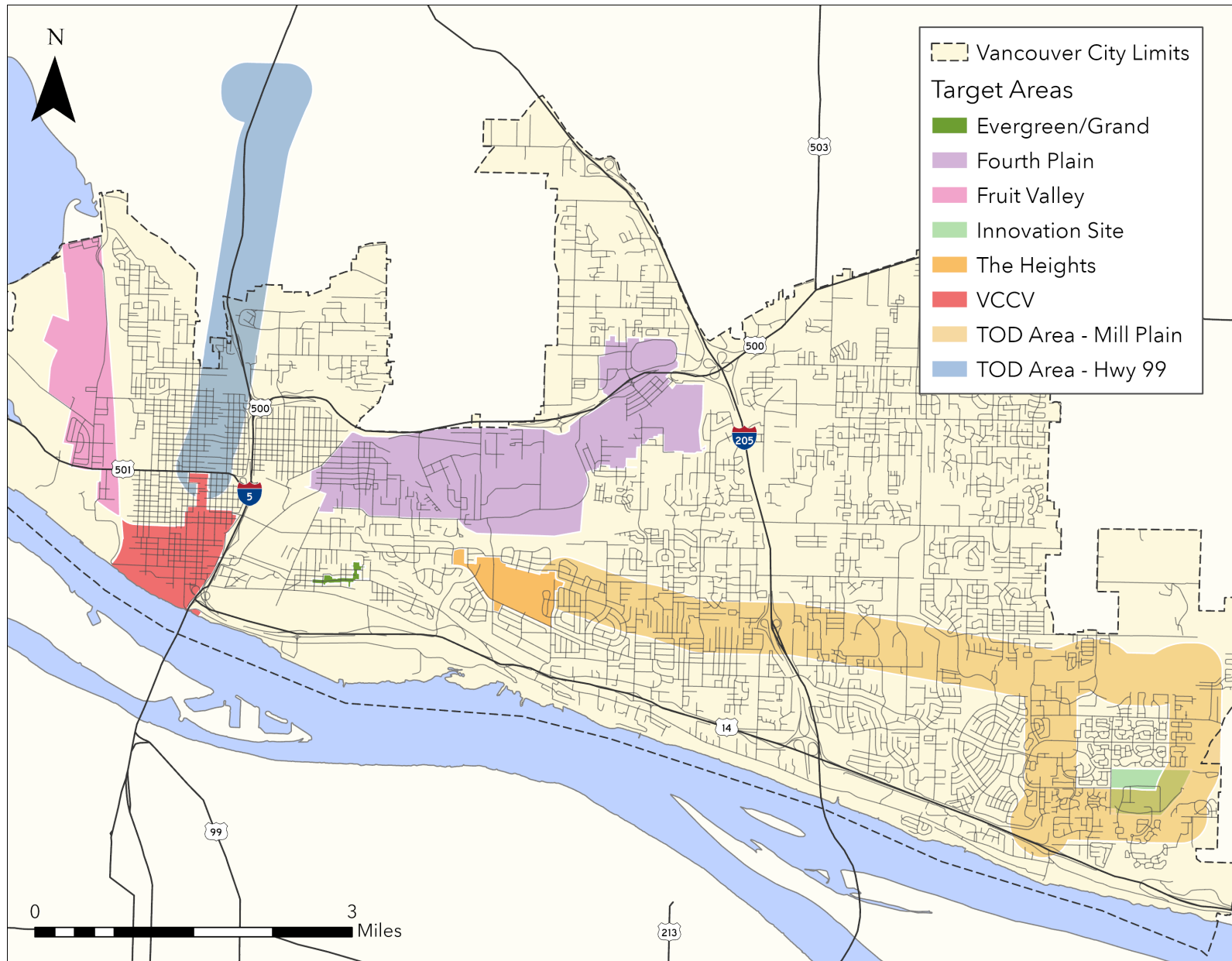
Flexible programs are more likely to optimize public benefits because market conditions vary across the City

- Utilize target area market-driven calibration
- Revisit policy as market changes
- Explore fee-in-lieu if onsite public benefit isn't sufficient



Scope and Methodology

Residential Target Areas Evaluated



- Analyze pro formas of various development types in multiple target areas of Vancouver
- Model program option costs
- Calculate benefit as the present value of tax abatement
- Conduct sensitivity analysis on value of land (i.e., land budget) under different assumptions to determine feasibility thresholds for different development types
- Test fee-in-lieu thresholds as a substitute for development outcomes
- Test impact of other policy changes on the effectiveness of MFTE (e.g., parking)

Residential Building Prototypes Evaluated

					
	Small Plex	3-Story Walkup	4-Story Wood Frame	Podium	Tower
Density Level	Medium Density	Medium Density	Medium Density	High Density	High Density
Land area	10,000	40,000	80,000	40,000	40,000
Number of units	8	65	155	150	210
Avg leasable unit size	950	675	675	770	850
Parking ratio	1.5	1.1	1.1	1	1

Assumptions are based on current zoning code and development standards and recent development comps
Evaluated all building porotypes across all target areas

Analysis Results

Potential MFTE Public Benefits

Fee-In-Lieu Only

OR

Density Increase

OR

Onsite Affordability

Baseline Market Feasibility

	Small Plex	3-story walk up	4-story wood frame	Podium	Tower
					
VCCV	Likely Feasible	Likely Feasible	Likely Feasible	Likely Feasible	Potentially Feasible
Fourth Plain	Likely Feasible	Likely Feasible	Likely Feasible	Not Feasible	Not Feasible
Evergreen / Grand	Likely Feasible	Likely Feasible	Likely Feasible	Not Feasible	Not Feasible
The Heights	Likely Feasible	Likely Feasible	Likely Feasible	Potentially Feasible	Not Feasible
VIC	Likely Feasible	Likely Feasible	Likely Feasible	Not Feasible	Not Feasible
Fruit Valley	Not Feasible	Not Feasible	Not Feasible	Not Feasible	Not Feasible
TOD Area – Mill Plain	Likely Feasible	Likely Feasible	Likely Feasible	Not Feasible	Not Feasible
TOD Area – Hwy 99	Likely Feasible	Likely Feasible	Likely Feasible	Not Feasible	Not Feasible



Not Feasible



Potentially Feasible



Likely Feasible

Baseline Feasibility

	Small Plex	3-story walk up	4-story wood frame	Podium	Tower
					
VCCV	Likely Feasible	Likely Feasible	Likely Feasible	Likely Feasible	Potentially Feasible
Fourth Plain	Likely Feasible	Likely Feasible	Likely Feasible	Not Feasible	Not Feasible
Evergreen / Grand	Likely Feasible	Likely Feasible	Likely Feasible	Not Feasible	Not Feasible
The Heights	Likely Feasible	Likely Feasible	Likely Feasible	Potentially Feasible	Not Feasible
VIC	Likely Feasible	Likely Feasible	Likely Feasible	Not Feasible	Not Feasible
Fruit Valley	Not Feasible	Not Feasible	Not Feasible	Not Feasible	Not Feasible
TOD Area – Mill Plain	Likely Feasible	Likely Feasible	Likely Feasible	Not Feasible	Not Feasible
TOD Area – Hwy 99	Likely Feasible	Likely Feasible	Likely Feasible	Not Feasible	Not Feasible



Not Feasible



Potentially Feasible



Likely Feasible

Summary of Overall Results

- In most target areas, MFTE can help promote either density or moderate affordability on site
- Effectiveness of MFTE in achieving policy objectives varies by target area
- Other regulatory/entitlements changes increase the effectiveness of MFTE
- MFTE benefit will not produce 60% AMI units without additional incentives or subsidy
- Market rate development could support a fee-in-lieu/contribution to an affordable housing fund in most target areas and in VCCV and Heights with density requirements

Summary of Target Area Results

- MFTE to support increases in density works today in the Heights, VCCV and VIC and could work in the future in transit corridors if market conditions improve.
 - Podium to tower feasibility in the VCCV
 - 4-story wood frame to podium feasibility in VCCV and the Innovation District
- It is possible to support both increases in density as well as a fee-in lieu in the Heights and VCCV.
- Both the 8-year 100% MFI and 12-year 80% MFI work in most target areas but at the expense of higher density of building type.
- City owned sites in the Heights District provide an opportunity to enhance effectiveness of MFTE benefit through a write down of land values and contributions to infrastructure.
- Parking minimum reductions can help enhance effectiveness of MFTE benefit for denser building types and affordability in the Heights and VCCV.

Sample MFTE Requirements

Fee-In-Lieu Only

- 50% Public Benefit Fee

OR

Density Increase

- Meet Density Goal + 25% Public Benefit Fee

OR

Onsite Affordability

- 8-year 100% MFI
- 12-year 80% MFI

Recommendations

Summary of Recommendations

1. Expand the MFTE program to additional target areas
2. Prioritize density based on goals in each target area
 - Support housing production in more dense building types where the city has made regulatory changes and invested in infrastructure to support growth.
3. Implement fee-in-lieu option if objective is deeper affordability (60% AMI and lower)
 - MFTE will provide 80% AMI in most areas with 12-year MFTE
4. Make other policy or investment changes to help the MFTE program options be more effective – changes to zoning and parking minimums in target areas

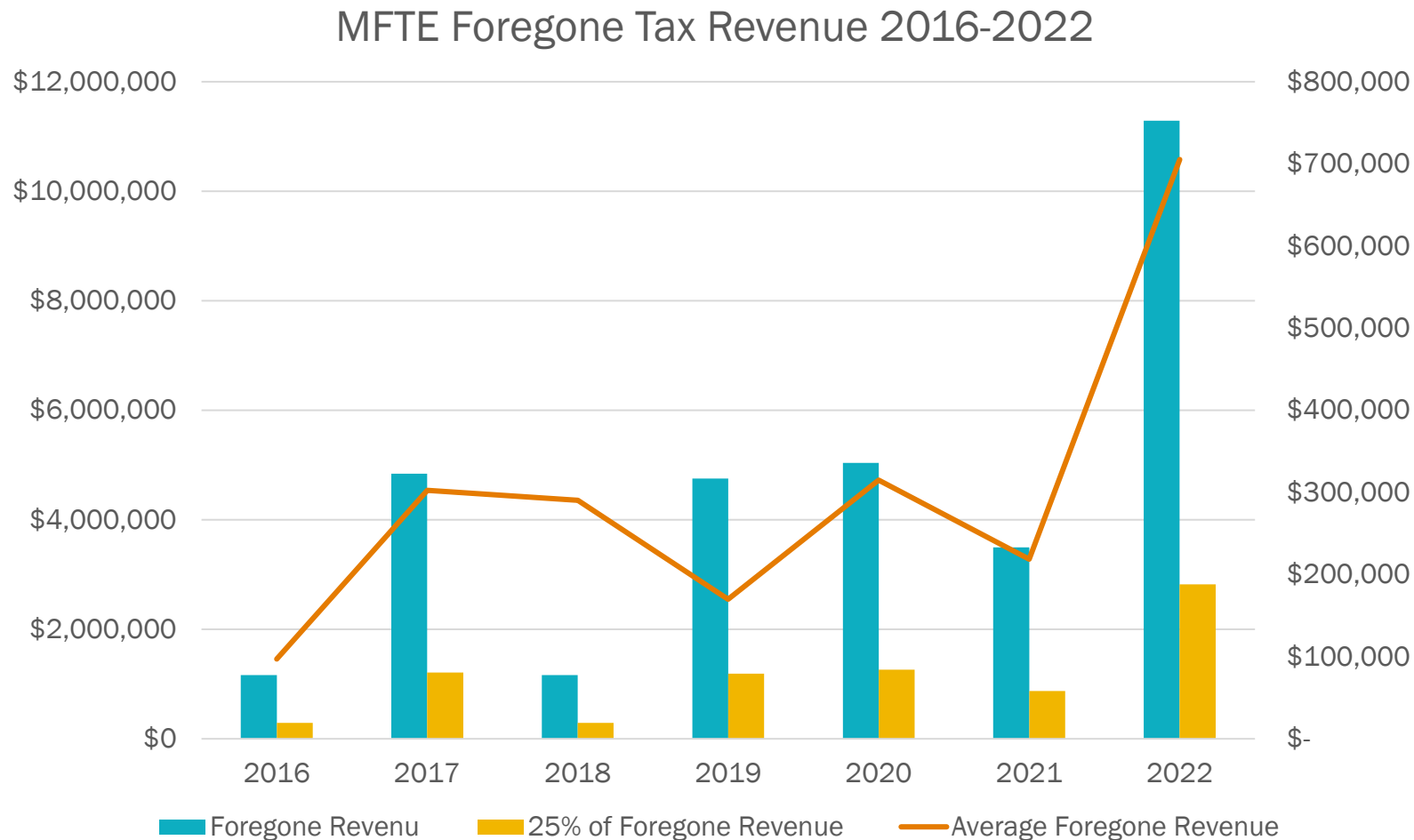
1. Expand the MFTE program to more geographic areas
 - With exception of Fruit Valley, development in all target areas would benefit from MFTE eligibility
 - Expansion to Fruit Valley should be limited to deeply affordable housing projects
 - Expansion of program should match changes to zoning and other development standards to encourage denser development
 - Target areas should conform to new MFTE law that requires projects with 12-year exemption to meet certain minimum density standards.

2. Focus MFTE benefits on supporting more dense housing production where the city has made regulatory changes and invested in infrastructure to support growth.
 - In VCCV, Heights and the VIC, this program can currently be used to support more dense housing; the market for denser development in new BRT areas should strengthen over time.
 - MFTE targets should be calibrated to match density goals for target areas (e.g., tower in VCCV, podium in the Heights and VIC)

3. Advance affordability goals through either onsite production of moderately-affordable units or fee-in-lieu for deeper affordability offsite
 - If onsite affordability is desired, focus on options that achieve 80% AMI units; 100% AMI units reflect market rents for most geographic areas and development types
 - If the objective is deeper affordability, a public benefit fee-in-lieu option for market rate projects could generate substantial resources to invest in permanently affordable projects offsite
 - Explore pairing MFTE with other subsidy (public land) for deeper affordability on MFTE projects.

Fee in Lieu Analysis

Fee-in-lieu could generate \$2 million annually based on recent development trends assuming a 25% rate (would double to \$4 million at 50% rate)



Nearly \$8M in potential fees-in-lieu since 2016, assuming 25% rate

Incentivizing ownership options

- Condominium developments are eligible for MFTE benefits
 - Due to historic legal risks and market conditions, most multifamily projects are developed as rentals
 - Only one condo project has used MFTE to date
- Additional program options to incentivize market rate homeownership could be effective but may not deliver affordability
 - Benefits of the tax abatement accrue to the property owner, but may increase purchase price
 - Lender underwriting may treat the tax abatement as temporary
 - Increase in purchase price may improve project feasibility for developer and result in more units

- Council direction on program objectives
 - Should the City create new target areas for MFTE?
 - Should MFTE requirements be tailored to each target area?
 - Should MFTE be focused on increasing density (with fee)?
 - Should MFTE include a fee in lieu option for affordability?
 - Should MFTE provide incentives to encourage condo development?
 - Does Council support re-evaluating parking minimums?
 - Does Council support making other regulatory changes to make MFTE more effective?
- Council direction on additional analysis and next steps

- Finalize report (August 2022)
- Prepare draft program guidelines (August 2022)
- Seek public feedback on guidelines (September – November 2022)
- Council action on new guidelines (November 2022)

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Los Angeles



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Market feasible prototypes by rent levels (as a % of AMI)

	Small Plex	3-story Walkup	4-story Wood Frame	Podium	Tower
VCCV	86%	94%	94%	109%	143%
Fourth Plain	76%	82%	82%	96%	126%
Evergreen / Grand	73%	80%	80%	93%	122%
The Heights	82%	89%	89%	103%	136%
VIC	80%	87%	87%	101%	133%
Fruit Valley	52%	56%	56%	65%	86%
TOD Area – Mill Plain	73%	80%	80%	93%	122%
TOD Area – HWY 99	82%	89%	89%	103%	136%

Market feasible prototypes by nominal rents

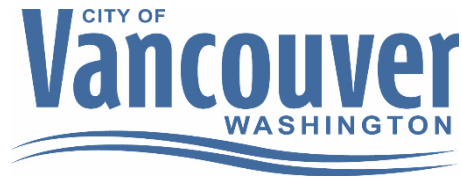
	Small Plex	3-story Walkup	4-story Wood Frame	Podium	Tower
VCCV	\$1,885	\$1,960	\$1,930	\$2,220	\$2,930
Fourth Plain	\$1,650	\$1,720	\$1,720	\$1,960	\$2,570
Evergreen / Grand	\$1,600	\$1,660	\$1,660	\$1,890	\$2,490
The Heights	\$1,790	\$1,860	\$1,860	\$2,110	\$2,780
VIC	\$1,750	\$1,820	\$1,820	\$2,070	\$2,720
Fruit Valley	\$1,130	\$1,170	\$1,170	\$1,340	\$1,760
TOD Area – Mill Plain	\$1,600	\$1,660	\$1,660	\$1,890	\$2,490
TOD Area – HWY 99	\$1,790	\$1,860	\$1,860	\$2,110	\$2,780

Market Feasible MFTE Options

	Market Rate Fee	Market Rate Options to Incent Density	Feasible Affordable Options	Affordable Option to Incent Density	Leverage Other Policies: Reduced Parking
VCCV	50% Fee	25% Fee	8-year 100% MFI	No	12 year 80% MFI
Fourth Plain	25% Fee	No	8-year 100% MFI 12-year 80% MFI	No	N/A
Evergreen / Grand	25% Fee	No	8-year 100% MFI 12-year 80% MFI	No	N/A
The Heights	50% Fee	0% - 25% Fee	8-year 100% MFI 12-year 80% MFI	8-year 100% MFI* 12-year 80% MFI*	8-year 100% MFI* 12-year 80% MFI*
VIC	50% Fee	0% Fee	8-year 100% MFI 12-year 80% MFI	No	N/A
Fruit Valley	No	No	8-year 100% MFI 12-year 80% MFI 12-year 60% MFI	No	N/A
TOD Area – Mill Plain	25% Fee	No	8-year 100% MFI 12-year 80% MFI	No	N/A
TOD Area – Hwy 99	25% Fee	No	8-year 100% MFI 12-year 80% MFI	No	N/A

Additional Fee in Lieu Analysis

Year	115% AMI		100% AMI		80% AMI	
	#	25% Fee	#	25% Fee	#	25% Fee
2016	16	\$115,453				
2017	39	\$437,044			4	\$41,218
2018						
2019			46	\$334,750	2	\$9,750
2020			38	\$266,250	17	\$210,250
2021			22	\$252,625	45	\$621,375
2022					10	\$136,750
Total	55	\$552,497	106	\$853,625	78	\$1,019,343
Average/Unit		10,045		\$8,053		\$13,068



To: Anne McEnerny-Ogle, Mayor
City Council

From: Eric Holmes, City Manager
Lon Pluckhahn, Deputy City Manager
Patrick Quinton, Economic Development Director

Date: August 8, 2022

RE: **Multifamily Tax Exemption Program Analysis and Recommendations**

Executive Summary

The City of Vancouver hired ECONorthwest in Fall 2021 to examine the performance of the City's Multifamily Tax Exemption (MFTE) program for multifamily residential construction projects. Specifically, the City asked ECONorthwest to analyze 1) various changes to the program to maximize public benefits and 2) potential expansion of the program to additional geographic areas.

ECONorthwest's findings indicate that the benefits from the MFTE program are not significant enough to have a broad impact on the type of projects that are developed or the public benefits derived from a project. Given these findings, the programs should be tailored to achieve incremental increases in density on projects and affordability where possible. In addition, the MFTE benefit does create enough value for most development projects to justify the assessment of a public benefit fee that can be used to invest in affordable housing and other public benefits.

Despite the limited impact of the MFTE program on development economics, the program remains an effective tool in encouraging new development and represents a critical policy lever for the City to achieve its goal of increasing housing production to 2,500 units per year over the next decade.

Scope of ECONorthwest Review

The City hired ECONorthwest to review the following:

- Evaluate development trends and patterns in eight Vancouver neighborhoods
 - VCCV
 - Fourth Plain
 - The Heights

- Vancouver Innovation Center (VIC)
- Mill Plain BRT Corridor
- 99 BRT Corridor
- Evergreen/Grand
- Fruit Valley
- Test various changes to incentives and requirements to the MFTE program and their impact on development feasibility across a range of development types
- Determine the optimal revisions to the current program and recommendations for expansion to other geographic areas of the city.

Results of Analysis

A summary of ECONorthwest's findings and recommendations is attached to this memo as Attachment A. The results of the study can be summarized as follows:

- In most target areas, MFTE can help promote either density or moderate affordability onsite but not both.
- The effectiveness of MFTE in achieving these policy objectives varies by target area.
- The MFTE benefit can produce residential units that are affordable to households at 80% AMI in most target areas; the MFTE benefit will not produce 60% AMI units without additional incentives or subsidy.
- Market rate development could support a fee-in-lieu in most target areas which could be invested in an affordable housing fund to support other affordable housing projects; projects in VCCV and the Heights could support a fee-in-lieu along with density requirements.
- Other changes to development requirements, including a decrease in parking minimums, would increase the effectiveness of MFTE

Recommendations

The recommendations from the study can be summarized as follows:

- Expand the MFTE program to from two to eight target areas
- Prioritize density where possible in each target area
- Establish density goals in each target area and tailor program requirements to achieve those goals
- Implement a fee-in-lieu option if additional density is not possible
- Utilize fee-in-lieu instead of onsite affordability if is deeper affordability (60% AMI and lower)
- Make other policy or investment changes to help the MFTE program options be more effective – changes to zoning and parking minimums in target areas

Key Policy Questions

Given the findings and recommendations from the ECONorthwest study, and in light of the City's ambitious housing production goals, the City has the following policy questions to consider in updating the MFTE program.

- Should new target areas be added to the MFTE program?
- Should the MFTE program prioritize increased density (with a fee)?
- Should the MFTE program include a fee in lieu option for affordability?

- Should MFTE criteria and options be tailored to each target area?
- Should MFTE provide incentives to encourage condo development?
- Should the City re-evaluate parking minimums to enhance MFTE benefit?
- Should the City make other development design changes to make MFTE more effective?

Attachment A

MFTE Program Evaluation

July 30, 2022

Prepared for: City of Vancouver

Draft Report - Executive Summary

ECONorthwest
ECONOMICS • FINANCE • PLANNING

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Executive Summary

Background

The City of Vancouver (the City) is evaluating its existing Multifamily Tax Exemption Program (MFTE) program to better align its incentive structure to local economic realities as well as test the inclusion of other policy goals, incentives, and requirements on development feasibility in the current residential target areas. Additionally, the City would like to know whether it is prudent to expand the program into other geographic areas of the city and what the criteria might be to expand the program.

Purpose

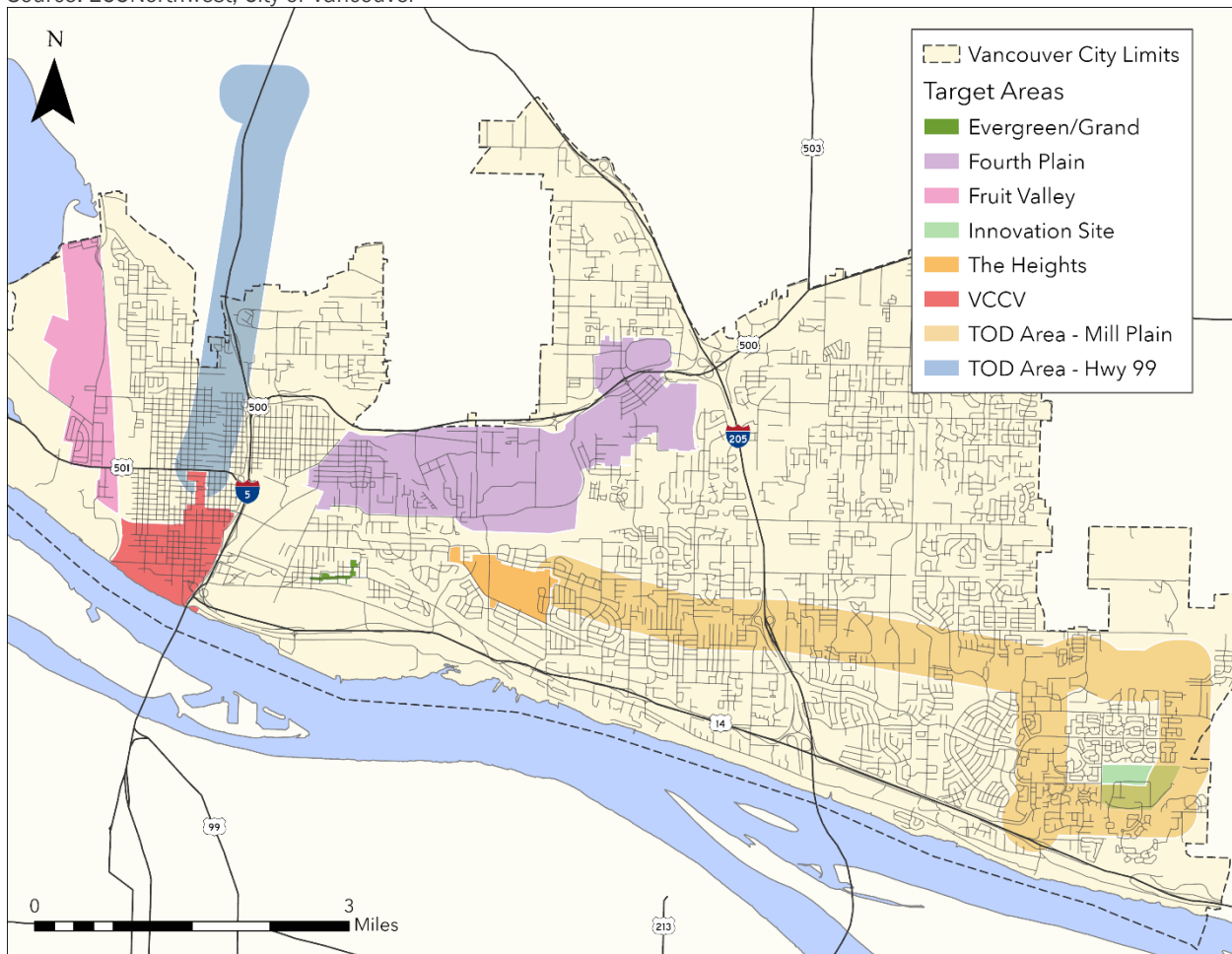
ECONorthwest has prepared this Program Evaluation Report to analyze the development feasibility of various potential program requirements and make recommendations regarding geographic expansion and revisions to the current program. An attachment to the final report will include an overview of the current program requirements and enabling legislation, a market analysis (including demographics, market prices, real estate trends), an assessment of the existing program utilization, an overview of the analysis methods and approach, and a summary of key findings that informed the recommendations.

Residential Target Areas Evaluated

ECONorthwest worked with City staff to identify the appropriate target areas for evaluation. Staff identified six potential new target areas, in addition to the two existing target areas - Vancouver City Center Vision Plan Area (VCCV) and Fourth Plain - for a total of eight areas for our evaluation.

Exhibit 1: Map of MFTE Residential Target Areas (proposed and existing)

Source: ECONorthwest, City of Vancouver



Analysis Approach

To inform the City's decision making, ECONorthwest completed an economic analysis that reflects a developer's decision-making process and cash flow equation. The findings from this analysis can help guide the City on whether a developer will accept the proposed incentives and which incentives offer the best financial returns. The central question is: **Will accessing the MFTE program create more value for developers relative to the additional cost of program requirements or any required public benefit?** If not, a developer may be unlikely to participate in the program, contrary to the City's goals.

To complete this analysis, ECONorthwest identified a set of prototypical residential buildings, or *prototypes*, that conformed the general development standards in the various target areas. More specifically, we evaluated the following prototypes:

- **Small Plex:** 8 units with surface parking on a 10,000 square foot parcel
- **3-story Walkup:** 65 units with surface parking on a 40,000 square foot parcel
- **4-story Wood Frame:** 155 units with surface parking on an 80,000 square foot parcel
- **Midrise Podium:** 150 units with structured parking on a 40,000 square foot parcel
- **Highrise Tower:** 210 units with structured parking on a 40,000 square foot parcel

We then employed a pro forma model that considered the prototypes, entitlement limits, and the various financial market conditions of the target areas (e.g., rents, operating and construction costs, and investment return requirements). This model allowed for the analysis to test the value of different program options to inform the recommendations.

The enabling legislation¹ for the MFTE program allows a city to structure a program to incentivize both market rate development and affordable or mixed income housing development. We therefore evaluated multiple options for leveraging the market rate option (limited to an 8-year tax exemption) and the mixed income options (typically a 12-year tax exemption, though sometimes an 8-year tax exemption). More specifically we evaluated the following program options, most of which are currently in place today:

- **8-year exemption** for market-rate projects in exchange for a fee.²
- **8-year exemption** for projects with 20% of units restricted to households earning up to 100% of area median income (AMI).
- **12-year exemption** for projects with 20% of units restricted to households earning up to 80% AMI.³
- **12-year exemption** for projects with 20% of units restricted to households earning up to 60% AMI.

¹ In 2021, SB 5287 made substantial changes to the MFTE program. The details of this program are codified in RCW 84.14 as “New and Rehabilitated Multiple-Unit Dwellings in Urban Centers”

² The City’s current 8-year program is available for market-rate projects with an approved Development Agreement specifying a public benefit such as additional parking, public space, or public art that is valued at “no less than 25% of the estimated tax benefit over the abatement period” (*Ordinance No. M-4332, section 3.22.040 D.8.a.4 Options Under the Program*). We analyzed the public benefit value as a fee and tested multiple fee rates in addition to the 25%.

³ The City currently has a program option for the existing VCCV and Fourth Plain target areas that is a 10-year exemption with 20% of units set aside at 80% of AMI. The latest statewide legislation only allows for an 8- or 12-year exemption program.

Given that the MFTE program is most leveraged by developers that access sources of capital that are used for market rate development, we evaluated the feasibility of the above program options from that perspective. There are other types of development actors, such as private affordable housing developers, that also use the MFTE program in Vancouver. Given that the development conditions and constraints of regulated affordable housing developers is more varied and difficult to capture in an analysis, we qualitatively describe the implications for these developers in the results.

Categorization of Recommendations

By potentially expanding and revising the MFTE program requirements in Vancouver, the City is hoping developers will use the program to create both denser and more affordable housing. However, the market conditions and allowed entitlements vary by target area which means a universal set of program requirements will be more effective in some areas and less in others. Ideally, the program requirements would differ by target area to best align with the market conditions and leverage the program more optimally, though we recognize the tradeoffs between a well-calibrated MFTE program and complexity of implementation for City staff.

We have categorized our findings into a set of recommendations, some or all of which may be applicable in one or more residential target areas.

1. Expand the MFTE program to more geographic areas to encourage denser development throughout the city.

- Our analysis demonstrated that private development in all of the target areas studied, with the exception of Fruit Valley, would benefit from eligibility for the MFTE program. As previously noted, development economics vary within each of the target areas so the program requirements and options would need to vary to match conditions in different neighborhoods.
- Developments in all of the target areas except for Fruit Valley could support a minimum 25% public benefit fee. In addition, expansion to the Heights and VIC could immediately encourage more dense residential development and possibly develop additional affordable housing units at 80% AMI rents. Development conditions in the expansion areas around the Mill Plain and Main Street/99 corridors are likely to improve for denser development as well.

2. Support housing production, in more dense building types, where the City has made regulatory changes and invested in infrastructure to support growth.

- In target areas where lower density development is already feasible, this program can be used to help developers build denser housing. More dense housing means a more efficient use of increasingly scarce, and expensive, land which is ideal given the decades-long lifecycle of new construction. More dense housing in targeted locations can also support additional city goals such as transit ridership and complete neighborhoods.
- As the summary below indicates, the MFTE benefit has the potential make denser developments feasible in the VCCV, Heights and VIC target areas. While the impact of the program could improve in the future, MFTE benefits will not change the development types in the remaining target areas.

Market Feasible Development Types by Monthly Rent

	Small Plex	3-story Walkup	4-story Wood Frame	Podium	Tower
VCCV	\$1,885	\$1,960	\$1,930	\$2,220	\$2,930
Fourth Plain	\$1,650	\$1,720	\$1,720	\$1,960	\$2,570
Evergreen / Grand	\$1,600	\$1,660	\$1,660	\$1,890	\$2,490
The Heights	\$1,790	\$1,860	\$1,860	\$2,110	\$2,780
Innovation Center	\$1,750	\$1,820	\$1,820	\$2,070	\$2,720
Fruit Valley	\$1,130	\$1,170	\$1,170	\$1,340	\$1,760
TOD Area – Mill Plain	\$1,600	\$1,660	\$1,660	\$1,890	\$2,490
TOD Area – HWY 99	\$1,790	\$1,860	\$1,860	\$2,110	\$2,780

- In most of the target areas, the MFTE program cannot deliver both increased density (in more expensive construction types) and affordability. However, the market rate program option in most areas is valuable enough to be an option that is available in exchange for a public benefit fee, and the fees generated can be used by the City to provide affordable housing elsewhere. The fee amount that can be supported by the market varies by target area, and market conditions in some areas can support a reduced fee and an increase in density.
- The City should closely calibrate the MFTE program to provide incentives for density in areas where they are already made zoning changes and invested in infrastructure so the program can achieve the desired planning goals⁴. For instance, some places the City might want to offer one program option for one scale of planned development (e.g. 8-year market rate for a tower development)

⁴ Having zoning entitlements that optimize development feasibility associated with different construction typologies, for both the 8-year and 12-year tax exemption options, increases the value of the exemption.

and another for other scales of development (12-year market rate for a mid-rise podium development).

3. Advance affordability goals through either onsite production of moderately-affordable units or fee-in-lieu for deeper affordability.

- The City can produce moderately affordable housing (80% AMI) in most target areas using the 12-year tax exemption depending on market conditions. This option is a predictable approach for achieving on-site production of affordable units but doesn't produce deeply affordable units (e.g., 60% AMI and lower).
- Development in most of the target areas could also support projects with 100% AMI units. Our analysis indicated however that 100% AMI rents are close to market in most of the city and therefore may not represent the most value-added use of the MFTE exemption.
- A public benefit fee, in exchange for a market rate option, could be used to invest in more deeply affordable housing off-site. The fee amount can be higher for development types that are already feasible in target areas, and lower for denser development types sought by the City. This fee is more likely to be used to create permanently affordable units which would likely advance affordability goals further than the limited-duration affordable units delivered on site through the affordable MFTE program options.
- The City should consider different MFTE program options for privately-owned land versus City-owned land. Public ownership of land could allow for incentives beyond MFTE to enhance the effectiveness of the MFTE program. The combination of public control of land and MFTE incentive could be used to achieve deeper affordability outcomes than on privately-owned land.
- Affordable MFTE options are available to private affordable housing developers as well, so in target areas where market rate housing isn't feasible, the affordable option can be layered with other federal funding sources to help make affordable housing feasible. This means that although the analysis results cater to the development feasibility considerations of developers with market rate sources of money, there is still justification for expanding the MFTE program options to target areas where development by those actors isn't financially feasible.
- When advancing affordability through the 12-year tax exemption, the City must do so in places that meet the minimum density requirements. The new MFTE legislation says that for the 12-year exemption, "The area must be zoned to have an average minimum density equivalent to 15 dwelling units or more per gross acre, or for cities with a population over 20,000, the area must be zoned to have an average minimum density equivalent to 25 dwelling units or more per gross

acre.” Multiple of the target areas have large sections of mapped zoning that do not meet this minimum requirement.

4. **Make other policy or investment changes to help the MFTE program options be more effective where the market isn’t currently delivering the desired scale of housing**
 - Some of the target areas need additional incentives to optimize the MFTE program to achieve either greater density or more affordability. In addition to ensuring the base zoning is aligned with the desired density, the City should to consider additional regulatory changes. For this work, we evaluated a reduction in parking minimums in target areas where the market would support less parking. In the VCCV and The Heights, we evaluated reducing parking requirements from approximately 1 stall per unit to 0.75 stalls per unit to understand the impact on development feasibility and the associated value of the MFTE program options.

Recommendations by Target Area

Based on the results of our analysis and the categorization of recommendations outlined above, we created a menu of market-feasible program options for the City to consider implementing.

Summary of Results

Exhibit 2: Menu of Market Feasible Program Options

Source: ECONorthwest Analysis

	Support housing production and greater density	or	Advance affordability goals	Make Additional Regulatory Changes
VCCV	Move from midrise to high rise; 25% Fee		8-year 100% MFI; 50% Fee	Reducing parking requirements can increase the likelihood of program use for affordability: 12 year 80% MFI
Fourth Plain	N/A		8-year 100% MFI 12-year 80% MFI; 25% Fee	N/A
Evergreen / Grand	N/A		8-year 100% MFI 12-year 80% MFI; 25% Fee	N/A
The Heights	Move from stick built to midrise; 0% to 25% Fee		8-year 100% MFI 12-year 80% MFI; 50% Fee	Reducing parking requirements can increase the likelihood of program use; 8-year 100% MFI, 12-year 80% MFI*

Vancouver Innovation Center	Move from stick built to midrise; 0% Fee		8-year 100% MFI 12-year 80% MFI; 50% Fee	N/A
Fruit Valley	N/A		8-year 100% MFI 12-year 80% MFI 12-year 60% MFI	N/A
TOD Area – Mill Plain	N/A		8-year 100% MFI 12-year 80% MFI ; 25% Fee	N/A
TOD Area – Hwy 99	N/A		8-year 100% MFI 12-year 80% MFI; 25% Fee	N/A

Target areas that could potentially support both increased density and affordable housing

The Heights and VCCV target areas have the greatest potential to deliver greater density, advance modest affordability goals (80% AMI and higher), or pay a fee-in-lieu in combination with a density requirement. In the VCCV, the MFTE program can be used to move development feasibility from market-rate midrise podium style construction to high rise towers, but only if the value of the fee is calibrated lower for the denser construction type. This same dynamic is observed in The Heights, except for moving from stick built to midrise podium, and the value of the fee could be greater for publicly-owned land than for privately-owned.

These two target areas are also capable of providing one or more moderately affordable housing options, but are more likely to access those options with reduced parking requirements. Once again, the capacity for development to deliver affordable housing in The Heights is potentially greater on publicly-owned land than privately-owned land.

In the Vancouver Innovation Center (VIC) area, development feasibility and ability to leverage the MFTE program is not as great. Getting greater density in the VIC area would likely only be possible if the 8-year program option did not require a public benefit fee. However, developments in the VIC can likely advance modest affordable housing goals on site and deep affordability through a fee, depending on the details of those program requirements.

Target areas that can advance moderate affordability goals

Fourth Plain, Evergreen and Grand, The Mill Plain TOD Area, and Highway 99 TOD Area all have similar development feasibility conditions and the possible program

options in these areas are also similar. In these target areas, an MFTE program to encourage greater density is unlikely to be successful. However, developments in these areas can likely advance modest affordable housing goals on site as well as deeper affordability, through a fee, for lower density development prototypes depending on the details of potential program requirements.

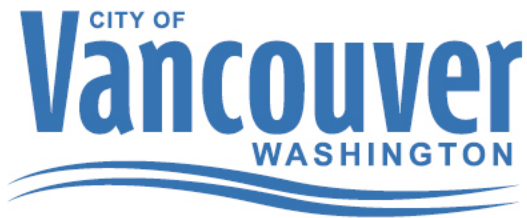
Target areas where market-rate development is unlikely to access an MFTE program

Fruit Valley is the least feasible for market rate construction in general, and the MFTE program options we tested are do not create enough value to make development with market rate sources of money possible. However, the tax exemption program options could still be used by regulated affordable housing developers to increase the feasibility of those development projects.



Draft Climate Action Plan City Council Workshop

August 8, 2022



Rebecca Small, Senior Policy Analyst
Aaron Lande, Program and Policy Development Manager
City Manager's Office

Climate Action Plan



Draft CAP Overview



Moving Forward



Policy Questions

Policy Questions (preview)



Key Policy Questions

Should we accelerate the preservation and expansion of **natural spaces** and the **urban tree canopy**?

How should we approach **energy supply** in new and existing buildings?

Draft CAP Overview



CAP Overview



City of Vancouver Climate Action goals:



2025: 80% reduction in City municipal GHG emissions

2030: 80% reduction in GHG emissions by the Vancouver community

2040: Carbon neutral by both municipal operations and the Vancouver community

CAP Overview



Community engagement to date

575

Survey
responses

50

Meetings with
individual stakeholders
and community groups

7

Roundtables with
a stakeholder
advisory group

5

Rounds of City staff input
from 6 departments

2

Models to estimate
emissions reductions
and costs of key actions

1

Multi-criteria analysis
to understand trade-offs
of actions

CAP Overview

Continuous improvement

- Ongoing stakeholder and community engagement
- Evaluation and updates of the CAP every 4 years
- Climate Community Advisors panel



CAP Overview



Impact of strategies

5
strategies
achieve

95%
of total
GHG
reductions

Impact of top 5 strategies

33%		Decarbonize and electrify vehicles
29%		Decarbonize homes, businesses, and other buildings
12%		Increase carbon storage in trees, vegetation and soil
11%		Reduce organic waste to landfill
11%		Create neighborhoods that support clean modes of transportation

CAP Overview



Prioritization

Community Roundtable	City Staff	Environmental and Equity	Business/ Development
			
Completed a multi-criteria analysis of action list.	Departments lead with Early Action Package Actions.	Advocated for early action on adaptation and resilience.	Figure out building requirements ASAP.

CAP Overview



High-level Cost Estimates

Full implementation of top 10 most impactful actions:



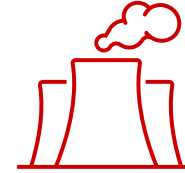
\$9M

Average
annual cost
to City



\$560

Average
annual cost
per household

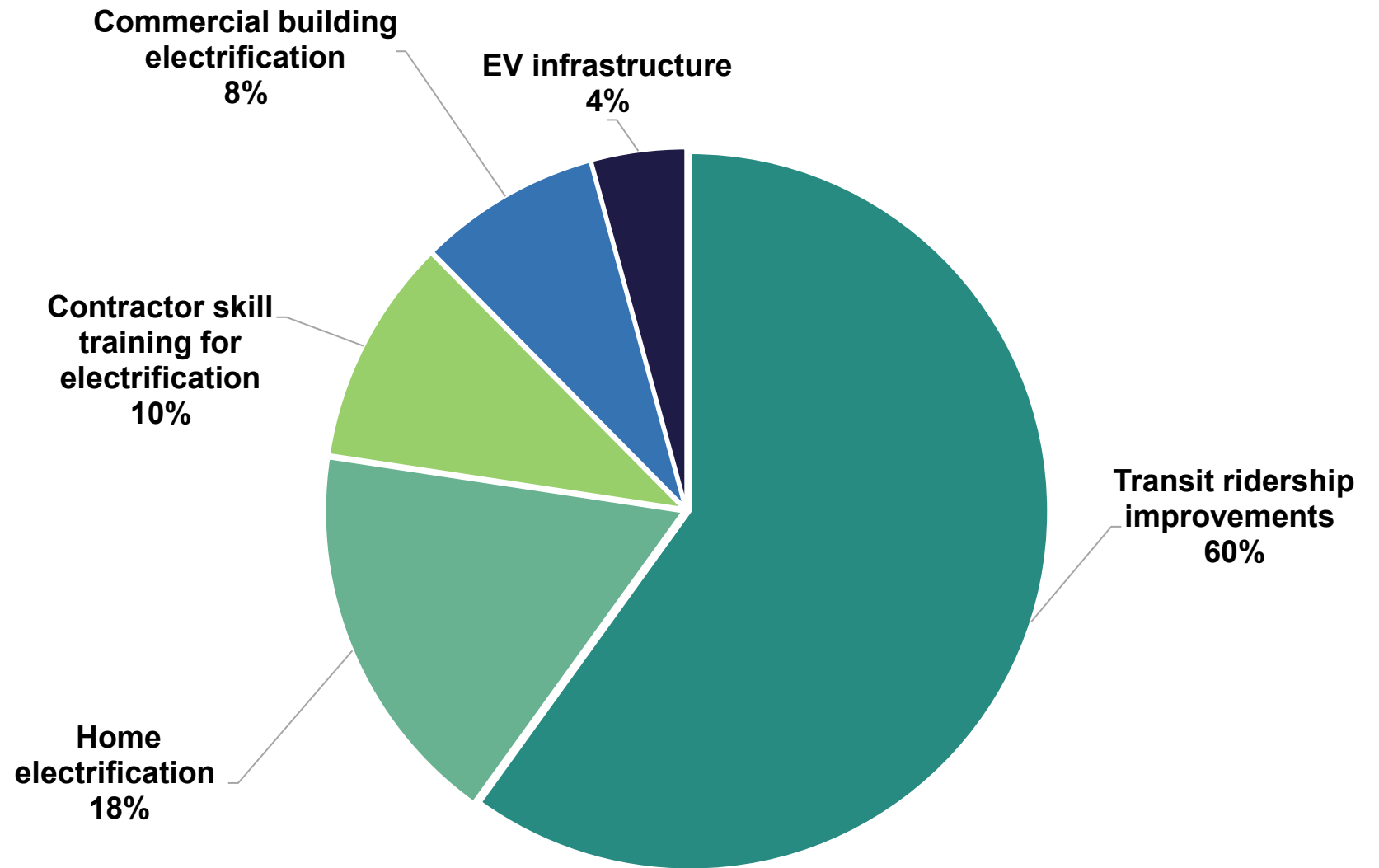


\$13M

Average
annual cost
of inaction

CAP Overview

**CAP Net
Expenses**
(combined
municipal and
community
costs)



CAP Overview



Climate Action investments are also investments in:

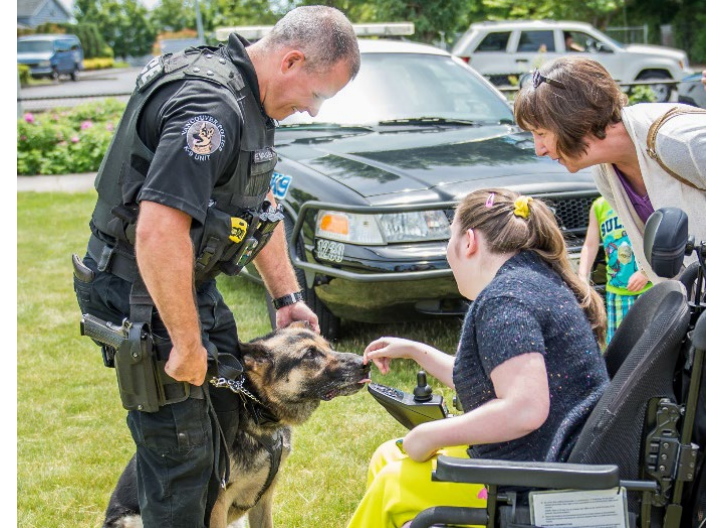
- Lower utility bills
- Cooler summers
- Improved air quality
- Disaster resiliency
- Public health improvements
- New jobs and industries
- Better public transit
- Less time spent in traffic
- Lower lifetime vehicle costs
- More housing options
- Safe walking and bicycling paths
- More parks and mature trees

Moving Forward



How the City is moving forward

Every City department
is responsible for
incorporating climate
action into its work.





Incorporating CAP actions into City biennial budgets

City Manager's Office

Staff capacity to implement CAP, support
Climate Community Advisory panel

Parks, Recreation & Cultural Services

New Naturescaping Vancouver program.

General Services

Facilities Conditions Assessments,
HVAC and lighting upgrades, solar and
EV charging.

Incorporating CAP actions into City biennial budgets

Fleet

Comprehensive fleet EV
infrastructure study

Information Technology, HR
Remote work resources and
Commute Trip Reduction Program



Incorporating CAP actions into City biennial budgets

Economic Prosperity & Housing

Staff and program funds to increase alternative transportation options via Parking Demand Management

Community Development

Staff capacity to support transition to multimodal transportation, implement State Energy Code and lead Comp Plan updates.





Land Use & Transportation and Building Energy actions

- Land use and transportation: updates to the **Comp Plan** (2024) and **Strategic Plan** (2023).
- Building Energy: **Green Building Policies** (to be developed with input from community partners (2023)).

Policy Questions



Policy Questions

Strong community support for protecting and expanding natural spaces.



Policy Questions

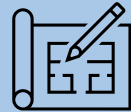


Policy Direction: Natural Systems



Question: Does Council want to adopt a policy to accelerate or expand upon the existing actions?

The draft CAP currently contains actions to:



Implement the Urban Forestry Work Plan



Prioritize re-greening in underserved areas



Support programs that encourage planting on private property

Policy Questions



Building Energy

Mixed community feedback on moving towards electrification over fossil gas for building energy



Policy Questions



Policy Direction: Building Energy

The draft CAP currently contains actions to:

- **Incentives** for all-electric new construction and transition of existing buildings from fossil gas.
- All-electric building reach code for **new construction** (effective 2030).
- Reach code to **transition existing homes** to all-electric at point-of-sale (2030).
- Contractor training to support transition from gas to electric appliances.
- Support new WA State Energy code requirement for heat pump heating and cooling.

Policy Questions



Policy Direction: Building Energy

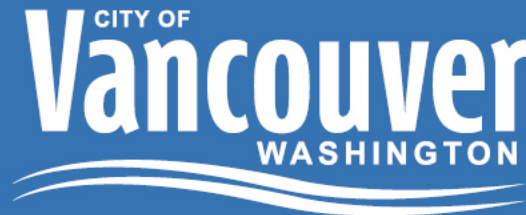
 Status Quo: Remove electrification actions	 CAP: Maintain current actions	 Leading Edge: Accelerate electrification
City follows State legislation Minimize disruption. Lose up to 20% of GHG reductions.	Re-assess in 2026. Achieves significant GHG reductions. Requires change.	Adopt more aggressive package. More progress towards goal. Grid capacity?

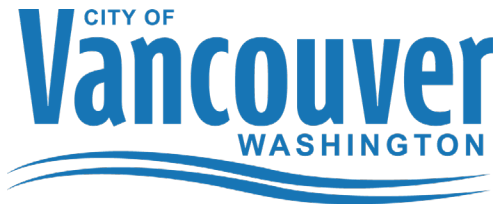
Thank You

Questions?

Aaron Lande, Policy & Program Manager
aaron.lande@cityofvancouver.us

Rebecca Small, Senior Policy Analyst
rebecca.small@cityofvancouver.us





MEMORANDUM

DATE: August 8, 2022

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

RE: **Draft Climate Action Plan Review**

The purpose of this Memo is to:

- Provide an orientation to the components of the draft Climate Action Plan for further Council review
- Highlight policy questions raised by community feedback for further Council discussion
- Outline next steps

Background

At the July 2021 climate workshop, the City Council endorsed an Early Action Package (EAP) of 13 climate actions targeted at jumpstarting greenhouse gas (GHG) emissions reduction while laying the groundwork for the implementation of the full Climate Action Plan in 2022. Council also endorsed preliminary leading-edge climate goals for the City of Vancouver.

On June 6, 2022, Council adopted a Climate Priority Resolution establishing an overall Climate Action goal of:

- An 80% reduction in GHG emissions by municipal operations by 2025;
- An 80% reduction in GHG emissions by the Vancouver community by 2030; and
- The achievement of carbon neutrality by both municipal operations and the Vancouver community by 2040.

The resolution also directed the City Manager to develop a Climate Action Plan (CAP) to define the strategies and actions necessary to achieve this climate action goal. It further directed the City Manager to pursue policy and budgetary actions that support this desired pathway and direct city departments to specify how new or updated programs, services, projects, and plans will be grounded in climate change mitigation and resilience. Finally, it also declared Council's intention to center youth and frontline communities in the implementation and oversight of the CAP.

Draft Climate Action Plan (Attachment A)

The Carbon Solution section of the CAP is organized into six focus areas:

- Buildings & Energy
- Transportation & Land Use

- Natural Systems & Water Resources
- Solid Waste & Wastewater
- Equity & Green Economy
- City Governance

Table 1: Organization of Climate Action Plan

Area of Focus	Key Strategies	Number of actions
Building & Energy	• Increase the energy efficiency of existing and future buildings • Use the lowest-carbon energy sources available for building heating and cooling.	18
Transportation and Land Use	• Create walkable neighborhoods that support walking, biking, and transit. • Shift driving trips to clean, active modes of transportation • Electrify vehicles where possible or switch to lower-carbon fuels.	30
Natural Systems	• Increase carbon storage in trees, vegetation and soil. • Improve ecosystem resilience. • Conserve water resources.	11
Solid Waste & Wastewater	• Require recycling and/or organics collections. • Zero out wastewater emissions.	6
Equity & Green Economy	• Enhance resilience of overburdened communities • Support growth of the green technology workforce • Build a more community-driven, circular economy.	18
Government Operations	• Prioritize climate action in City operations and allocate resources needed to achieve climate goals	8

Each focus area begins with an overview, followed by detailed implementation tables for each strategy. The overview includes a vision for how work done in the focus area contributes to Vancouver’s low-emission and resilient future and an action summary that briefly explains what specific programs, policies, and activities will be used to carry out strategies. The action summary also shows at-a-glance how each action contributes to reducing GHG emissions or building resilience (impact), how much it is likely to cost, and other benefits of action.

The implementation tables include a more detailed description of each action, a timeline of when the action occurs, who will lead and support implementation, the methods by which the action will move forward, and key metrics for tracking and measuring progress.

Impact

Potential impact ratings are shown for direct actions that can be modeled (e.g., planting trees or reducing driving). Direct actions can have a low/medium/high potential impact rating. All direct actions were included in the impact models and all of them are emissions-reduction actions, though some may also have resilience-building benefits.

Actions whose measurable impact on GHG emissions can't be modeled but may support important climate goals such as building community resilience to climate change or addressing environmental justice-related issues maybe designated as "strong supporting action".

The top five most impactful strategies account for 95% of the total GHG emissions reductions.

1. Decarbonize and electrify vehicles – 33%
2. Decarbonize homes, businesses, and other buildings – 29%
3. Increase carbon storage in trees, vegetation, and soil – 11%
4. Reduce organic waste to landfill – 11%
5. Shift driving trips to clean, active modes of transportation – 11%

The impact model results are in the Appendix of the attached draft CAP (pages 65-66).

Costs

Estimated action implementation costs were modeled for the ten most impactful actions as determined by the Community Roundtable group at their December 2021 meeting. The model shows both costs to the city and costs to the community and was based on consultant experience, available literature, consultation with peer cities, and city staff input. City costs estimates show the costs related to consultant services and procurement. Community costs estimates show how much it will cost an average household or business to implement the measure as compared to a business-as-usual scenario.

Table 2: Range of estimated costs

Cost to City:

Ranking	Range
Low	<\$500,000
Medium	\$500,000 - \$10,000,000
High	>\$10,000000

Cost to Community:

Ranking	Range
Low	<\$0/capita
Medium	\$0 - \$100 / capita
High	>\$100 / capita

Cost estimates include the following elements:

- Initial start-up costs, in the form of consultant and capital expenses
- Ongoing costs through 2040, including continued labor expenses, maintenance, and monitoring/evaluation of resource needs

Staff reviewed the costs estimates, especially the city costs, and to the extent possible, the consultant provided citations for consulted literature and case studies. It should be noted that climate action is still a young field and information on climate action costs is very limited at this time. More detailed cost analysis will be conducted as each action is implemented, in consultation with impacted stakeholders. Similarly, the costs of inaction are still being determined for many actions but will be considered as part of the decision to implement any action of the CAP.

The costs model results are in the Appendix of the attached draft CAP (page 67).

Benefits

Members of the city's Climate Community Roundtable Group were asked to complete a multi-criteria analysis (MCA) to help identify potential co-benefits of the approximately 90 proposed actions that came out of the December 2021 Roundtable meeting. An MCA is a scoring system which ranks actions against a set of evaluation criteria representing costs and benefits of actions to incorporate co-benefits and other qualitative considerations in prioritizing and assessing actions. The MCA is a tool to provide Council and the community with information with which to understand tradeoffs, decide on which actions to include in the CAP, and inform decisions about implementation timing of actions.

Using a survey, 10 members of the Climate Community Roundtable Group evaluated the affordability, cost of inaction, feasibility, community support, and co-benefits (e.g., support for green economy) of all approximately 90 actions. The City's consultant evaluated impact (i.e., emissions reduction and resilience building potential) based on modeling results and professional experience. Each criterion was evaluated as Low, Medium, or High.

The overview section of each focus area indicates which of the evaluated actions were highly rated on each criterion.

Policy Questions

In developing the CAP, the project team recognizes that - to achieve the ambitious carbon neutrality goals the Council has endorsed - very comprehensive and aggressive action by both the City and community will be needed. The CAP is intended to memorialize the full range of these actions and tactics to achieve substantial progress relative to the 2030 and 2040 benchmarks, while still recognizing that emerging technology and next practices will be needed to fully achieve carbon neutrality by 2040.

The August 8 workshop is intended to be an opportunity for Council discussion and deliberation on all aspects of draft CAP. As part of the City's community engagement over the past few months, two key policy questions have been raised that require further Council guidance. These topics are also reflected in the communications to Council that have been received. All emails that were received by July 29th are included here as Attachment B.

These policy questions are:

- Should we accelerate the preservation and expansion of natural spaces and the urban tree canopy?
- How should we approach the energy supply of new and existing buildings?

Natural Systems

There is strong community support for protecting and expanding natural spaces with Vancouver. The current CAP contains actions to implement the Urban Forestry Work Plan, prioritize re-greening in underserved areas, and support programs that encourage planting on private property. Taken together, the current list of actions in the Natural Systems & Water Resources focus area account for roughly 5% of the 2040 goal.

Staff can create a revised package of actions to commit additional resources to accelerate the existing actions of the CAP, as informed by staff conversations and further feedback from the community.

Directing additional resources to these actions may pull funding away from more impactful, but perhaps less supported, actions.

Building Energy

There is mixed community feedback on the city's role of moving the building sector towards increased electrification over fossil gas. The current approach taken in the CAP is to provide incentives for all-electric new construction and to transition existing buildings from fossil gas and to establish reach codes that would require all-electric new construction and the transition of existing buildings to all-electric at point-of-sale starting in 2030.

Council could direct a less aggressive approach to building energy where the city would just follow state action, including the Washington State Building Code Council's requirement of heat pumps for heating and cooling, but not take any additional action. This approach may be less disruptive but would require the 20% GHG emission reduction attributed to a shift to building electrification to be made up elsewhere. Council could also direct a more aggressive approach, either by having the reach code go into effect earlier for new construction or by establishing more transition points for existing buildings. The ability of the electric grid to handle additional load demand would limit how fast a transition to electrification could occur.

The staff recommendation is to maintain the current actions and reassess in 2026 after the next GHG inventory is conducted in 2024. This will allow some policies to be put in place and their impact evaluated before further action is taken.

Next Steps

At the August 8, 2022, workshop, staff will present the complete draft Climate Action Plan to Council. Council will have the opportunity for further discussion and deliberation on all aspects of the draft CAP, including the identified policy questions. The Climate Action Plan will be brought back to Council on September 12, 2022, for a Public Hearing and Final Adoption.

Additional next steps include:

- Ongoing community and stakeholder engagement. Staff will continue to engage impacted communities and stakeholders prior to administrative action or Council deliberation on all actions.
- Conduct a comprehensive climate community risk assessment to better understand the impacts already being felt by our most vulnerable communities.
- Continued focus on highest-priority focus areas: transportation & land use and buildings & energy.
- Investment in city capacity for implementation, monitoring and evaluation.

City of Vancouver Climate Action Plan

A 2040 plan to reduce greenhouse gas emissions
and build resiliency to climate change impacts

DRAFT August 2022







Welcome

Residents, neighbors, business owners, and friends of Vancouver—

Climate change is no longer a threat looming off in the distance. Its effects are already very much upon us. Here in Vancouver, we've felt these changes personally in the form of deadly heat waves, hazardous ice storms, and toxic, smoke-filled air from nearby wildfires. We feel it in other, indirect ways, too, as volatile weather disrupts agriculture across the West Coast and harms the unique ecosystems that make our home here in the Pacific Northwest such a special place to live.

These current and future disruptions pose significant threats to Vancouver's public health, safety, local economy, natural environments, and overall quality of life. Scientists around the world agree that these effects will continue—and intensify—unless we take immediate action to drastically cut the greenhouse gases that drive climate change. With strong support from the community, Vancouver City Council unanimously voted to do just that and adopted one of the most ambitious climate action goals in the country: achieving carbon neutrality by 2040.

Achieving this audacious goal will be difficult. It will require us to change how we get around, heat and cool our homes, generate power, use resources, and more. But we believe that our children and grandchildren deserve a healthy planet and a liveable future, full of opportunities just as we've enjoyed. Securing that future for them demands that we give this effort nothing less than our best.

It is inspiring to know that the strategies provided here in this first iteration of Vancouver's Climate Action Plan can already get us 90% of the way to our goal. This Plan will be a living document, updated regularly with new ideas, policies, and technological innovations that will help us close this gap in the coming years.

We hope that you will join us in rising to this challenge and building a future for Vancouver that we can all be proud of.

Sincerely,

Mayor Anne McEnerny-Ogle

Councilmember Bart Hansen

Mayor Pro Tem Ty Stober

Councilmember Erik Paulsen

Councilmember Sarah J. Fox

Councilmember Diana H. Perez

Councilmember Kim D. Harless

City Manager Eric Holmes

Our Thanks

The City of Vancouver is grateful to the following individuals and organizations for their contributions to develop the Vancouver Climate Action Plan.

City of Vancouver

Aaron Lande, City Manager's Office
Anthony Ramos, City Manager's Office
Anna Dearman, Community Development
Bryan Snodgrass, Community Development
Cayla Cothron, Community Development
Charles Ray, Public Works
Dan Norfleet, Public Works
Dan Zenger, Public Works
Dave McGrath, Public Works
Eric Holmes, City Manager's Office

Frank Dick, Public Works
Jacob Mahan, Public Works
Julie Gilbertson, Public Works
Rebecca Kennedy, Community Development
Rebecca Small, City Manager's Office
Rich McConaghy, Public Works
Shannon Williams, Community Development
Teresa Brum, Economic Prosperity and Housing
Tim Buck, Public Works
Tyler Clary, Public Works

Stakeholders and Community Groups

Alliance for Community Engagement
Audubon Society
Building Industry Association of Clark County
Boys & Girls Club of SW Washington (Teen Turf Club)
City of Vancouver Forestry Commission
City of Vancouver Planning Commission
Clark Public Utility District
Clark College Environmental Action Club
Clark County Master Composter Recyclers
Columbia River Economic Development Council
Council for the Homeless
Craft3
C-TRAN
East Vancouver Business Association
EarthGen
Fourth Plain Forward

Greater Vancouver Chamber of Commerce
High-Tech Council
Hispanic Chamber of Commerce
Identity Clark County
League of United Latin American Citizens
Lower Columbia Nature Network
LSW Architects
NW Natural
PFLAG
Port of Vancouver
Shumway Neighborhood Association
Vancouver's Downtown Association
Waste Connections
Watershed Alliance

City Council

Anne McEnerny-Ogle, Mayor
Linda Glover, Mayor Pro Tem*
Ty Stober, Mayor Pro Tem
Bart Hansen, Councilmember
Diana H. Perez, Councilmember

Erik Paulsen, Councilmember
Kim D. Harless, Councilmember
Laurie Lebowsky, Councilmember*
Sarah J. Fox, Councilmember

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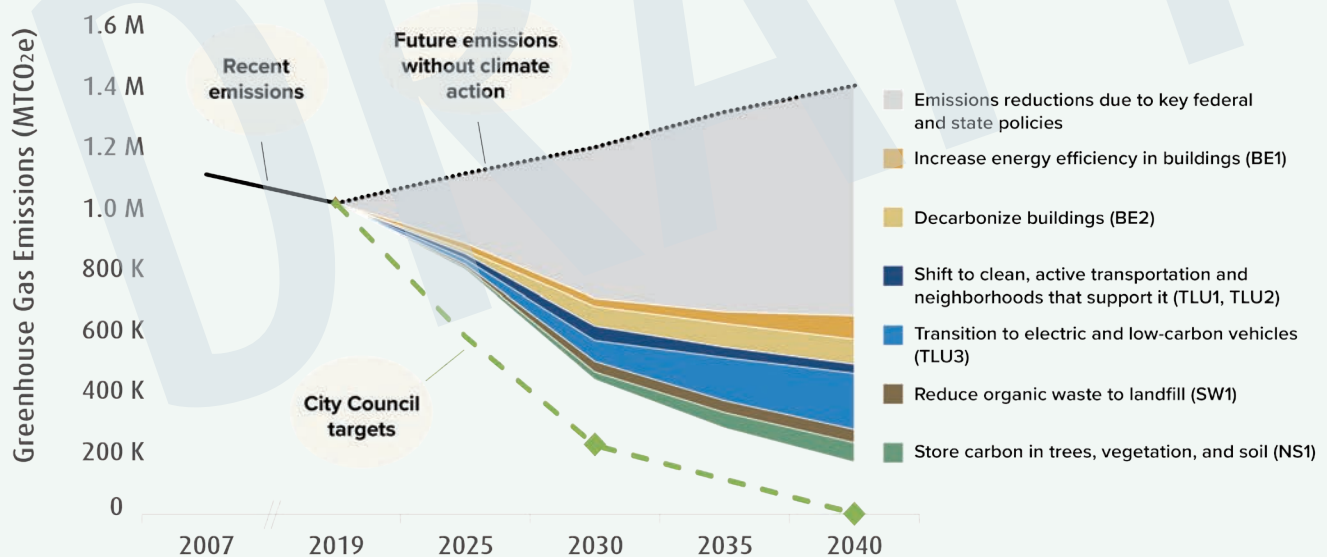
Our Roadmap, at a Glance

Current and expected climate impacts compel us to act now to protect our residents, infrastructure, and economy and to build a resilient, low-emissions city that future generations will enjoy. Guided by the principles of social, economic, and environmental sustainability and our commitment to a just transition, we have set an ambitious target to achieve carbon neutrality by 2040. This means that we will reduce and nearly eliminate carbon pollution from our homes, businesses, vehicles, and City services, all while enriching parks, green spaces, and other natural systems. It also means that no one will be left behind in the transition to a strong, local green economy with affordable homes, thriving businesses, and vibrant, healthy communities.

The Vancouver Climate Action Plan (CAP) reflects the collective effort of residents, community and business stakeholders, and City staff, many of whom expressed strong, consistent support for ambitious climate action. With strong community support in mind, the City also wishes to stay ahead of—and be prepared for—the rapidly changing science and policy of climate action. Our targets rise to the challenge presented by these goals. We know carbon neutrality by 2040 is an audacious, difficult goal—but we are up to the task. We know it will help avoid the worst impacts of climate change and secure a livable future for future generations.

Our pathway to carbon neutrality by 2040

The actions presented in this Climate Action Plan—along with current technologies and existing policy—will enable Vancouver to reach approximately 80% of our 2030 goal and 90% of our 2040 goal. We are optimistic that coming policy changes and technological innovations will help us close the remaining gap.



How the CAP Came Together

Over two years, community and City input, best available science, and technical modeling and analysis determined the CAP vision, goals, strategies, and actions:

575	survey responses	7	roundtables with a stakeholder advisory group	50	meetings with individual stakeholders and community members
5	rounds of City staff input from 6 departments	2	models to estimate emissions reductions and costs of key actions	1	multi-criteria analysis to understand trade-offs of actions

To achieve our goals, we have prioritized the foundational work needed to rapidly scale climate action, the sectors with greatest opportunity for emissions reduction and carbon storage, and the opportunity to leverage state policy to position the City and community for long-term sustainability. We have designed the CAP actions to work together and grow more aggressive over time to reach Vancouver's targets.

Our Vision: By 2040, Vancouver will have...



100% Clean Energy

Vancouver will transition to 100% clean energy by 2045 and significantly reduce per capita energy use.



Active, Electrified Transportation and Connected Neighborhoods

Residents will be able to reach their destinations safely, reliably, and efficiently, however they choose to travel. Electric and low-emissions vehicles (EV and LEV) will be affordable, common, and easy to charge. Our neighborhoods will be walkable, mixed-use, and higher density, with secure affordable housing for current residents.



Connected, Carbon-Rich Natural Systems

Our parks, trails, and green spaces will store carbon, connect our neighborhoods, and preserve sensitive land and wildlife. We will use water wisely.



Less Waste, Used and Disposed Smartly

We will reduce per capita waste by diverting food to those who need it and by reusing, repairing, recycling, and composting more. We will reduce per capita water usage and treat wastewater more efficiently.



Equity in Climate Action and a Resilient, Green Economy

Vancouver will be a city that embeds equity in climate action, with regular assessments of community vulnerability, a comprehensive anti-displacement policy, and climate strategies and actions that prioritize an equitable distribution of costs and benefits. Through a just transition, Vancouver will be a city that educates and trains its workers for careers in clean technology, renewable energy, and electric vehicles.



A City that Leads

Vancouver will be a city that embeds climate change in everything we do. We will ensure that staff are knowledgeable and empowered to make sustainable decisions and there is adequate permanent funding to make our low-emissions, resilient vision a reality.

The CAP is an important—but first—step in our pathway to carbon neutrality. Key next steps include:



Ongoing community and stakeholder engagement.

We'll need to deeply engage with communities and stakeholders to begin implementation. We will engage impacted communities and stakeholders prior to administrative action and City Council deliberation.



Comprehensive community climate risk assessment.

We need to understand how climate change is already affecting communities and who is most vulnerable both now and going forward. The assessment will enable targeted actions to reduce risk and increase resilience.



Continued focus on highest-priority focus areas.

While all focus areas are important to achieve carbon neutrality, transportation and buildings must be our focus for emissions reduction. Similarly, land use, natural systems, and an equitable green economy must be our focus for resilience to climate impacts.



City capacity for implementation, monitoring, and evaluation.

Building and maintaining the governance structure for implementation—and the staff to support it—will be essential to realizing the emissions reduction and resilience benefits of climate action. With a robust monitoring and evaluation approach, we will track progress toward our goals and revisit actions every few years to make sure we stay on the pathway to carbon neutrality and fully leverage the future policies and innovations we will need to be successful.

Together we will realize a vibrant, low-emissions, and resilient Vancouver for current and future generations.

Quick Navigation

Use the links below to navigate quickly to each section of this CAP.

3 Welcome	11 Our Carbon Footprint	14 Buildings & Energy (BE)
4 Our Thanks	13 Our Carbon Solutions	24 Transportation & Land Use (TLU)
9 Why We'll be Carbon Neutral by 2030	63 What We're Doing Next	40 Natural Systems & Water Resources (NS)
		48 Solid Waste & Wastewater (SW)
		51 Equity & Green Economy (EQ)
		60 City Governance (GOV)



Key Terms & Acronyms

Term or Acronym	Definition
BIPOC	Black, Indigenous, and People of Color
CAP	Climate Action Plan
Carbon neutrality	GHGs released to the atmosphere are balanced by removing or storing an equivalent amount of carbon
Clark PUD	Clark Public Utilities District
CMO	City Manager's Office
CRESA	Clark Regional Emergency Services Agency
C-TRAN	Clark County Public Transit Benefit Area Authority
GHG	Greenhouse gases including carbon dioxide, methane, and nitrous oxide. GHGs cause climate change.
HVAC	Heating, Ventilation, and Air Conditioning
LEV	Low-emissions vehicle
MTCO_{2e}	Metric tons of carbon dioxide equivalent (a common unit used to express GHG emissions)
NWN	NW Natural gas company
TDM	Transportation Demand Management
TSP	Transportation System Plan
VMC	Vancouver Municipal Code
ZEV	Zero-emissions vehicle, such as an electric vehicle (EV)

Why We'll Be Carbon Neutral by 2040

The Pacific Northwest region and many communities around the world are increasingly experiencing the impacts of climate change in real and tangible ways. In recent years, the City of Vancouver has faced record-breaking heat waves, diminished air quality from wildfire smoke, and hazardous ice storm events. And yet, **it is not too late to act and make a difference for current and future generations.**¹ Now more than ever, cities like ours must step into a critical and decisive role in addressing climate change. To this end, Vancouver's CAP provides a collaborative and strategic roadmap to:

- Set Vancouver on a bold pathway to reduce local GHG emissions and reach carbon neutrality by 2040.
- **Strengthen and support our community's ability to manage the climate change impacts** that are already here and prepare for those headed our way.
- Take advantage of the many benefits of climate action, such as a **just transition** to a strong, local green economy, healthier and more abundant **green spaces and natural systems**, and improved health and wellbeing for Vancouver's residents.

In 20-30 years, a resilient and sustainable Vancouver looks like...*



Our success will rely on how effectively we meet the current and future needs and priorities of Vancouver's residents and employers. Over 18 months, we collaborated with City Council, members of the community, and local stakeholders representing environmental, business, industry, and community perspectives. Their diverse feedback helped shape the overarching vision, goals, and focus areas of the CAP. In developing strategies and actions, we worked closely with stakeholders to embrace, leverage, and in some cases, exceed the regulatory goals and emissions reduction benefits of federal and state policies.²

Our priorities* to get there are:

- Focus on highest emission sectors (buildings and transportation). Also focus on storing carbon in healthy natural systems.
- Grow our green workforce and support local businesses.
- Promote reuse, recycling, and composting markets.
- Elevate individuals and groups most burdened by climate impacts.

*The vision and priorities are summarized from community survey feedback.

We want to **stay ahead of our state's rapidly changing environmental laws, be ready to leverage new technology, and invest wisely** in our city and communities. While climate action will require upfront costs to invest in our collective wellbeing, **doing nothing would result in immeasurable financial, social, and environmental costs and irreversible losses**. We have heard the call to action and seized this opportunity to build a resilient Vancouver that not only thrives today but is equipped to sustainably flourish for future generations.

Our CAP builds on and represents our unique community and its collective vision for the future of our city. As a first step to achieving this vision, we have set **aggressive, yet viable targets** and have begun to implement an **Early Action Package** to pave the way for a successful full-scale CAP implementation process. CAP implementation will also build on past sustainability successes and leverage synergies with existing City plans, programs, and activities.

The City's Role as Leader

The **City intends to lead strongly** through the coming transformations and takes seriously its responsibility to provide a safe, healthy, affordable, and prosperous community for current and future residents. As Washington's fourth-largest city and a major economic engine, **what we do will affect the entire southwest of our state**. As leaders, we will...



Implement the **systems, processes, staffing, and other resources** needed to institutionalize climate action across City departments, operations, and budgets.



Advance **sustainable technology and infrastructure**, including green retrofits of City buildings, ample EV infrastructure in public spaces, and resilience demonstration projects on City-managed properties and land.



Update City systems, processes, policies, and practices to **redress historic inequities and support a level playing field** for all.



Partner on regional economic development, and educate and train the workforce, to continue to **recruit and retain green business and industry**.



Demonstrate that **population and job growth go hand in hand with environmental sustainability**, as many other cities (e.g., Santa Monica, Portland) are doing already.



Achieve GHG emissions reduction targets at a faster pace by **capitalizing on low-hanging fruit** and implementing our Early Action Package.

The following sections detail the City's approach to demonstrating leadership and achieving the goals that our community identified. We measured our GHG emissions quantities, sources, and trends (see [Our Carbon Footprint](#)), then used those results and community and stakeholder input to develop targeted strategies and actions across six focus areas (see [Our Carbon Solutions](#)).

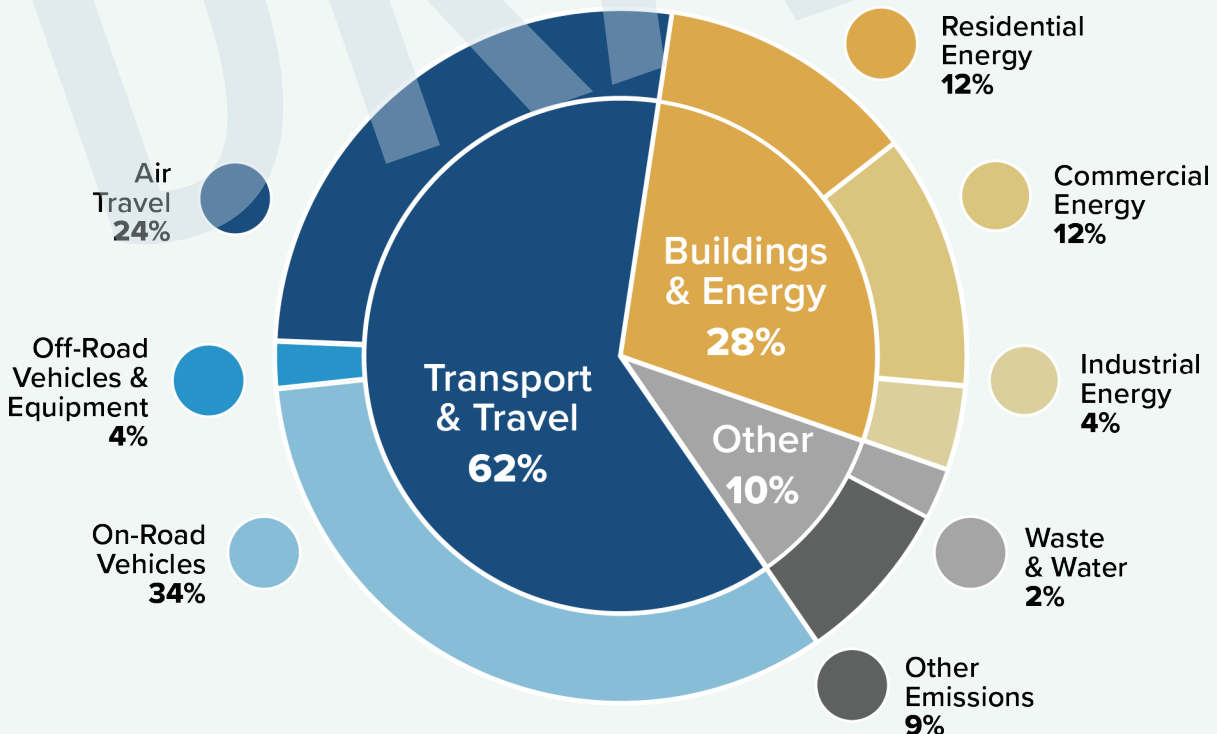
Our Carbon Footprint

To develop high-impact strategies and actions to reduce our environmental impact, we completed an updated greenhouse gas (GHG) emissions inventory measuring the total climate pollution produced by the Vancouver community and City operations in 2019. We compared results to Vancouver's 2007 inventory to track trends in emissions by sector, resident, and by job. We then used the inventory results to develop CAP actions that will reduce emissions throughout the Vancouver community and economy. Because multiple GHG inventories allow us to compare changes in carbon footprint over time, they will continue to serve as a vital tool for continuously evaluating and improving our actions to reduce greenhouse gas emissions.



Community Emissions: 2019 Snapshot

- 90% of Vancouver's 2019 emissions come from how we get around (transport & travel) and how we heat, cool, and power our homes, businesses, and industrial buildings (building energy).
- Major emissions sources include air travel (24%), on-road (34%) and off-road (4%) vehicles and equipment (like cars, delivery trucks, boats, and lawn mowers), and building electricity (17%) and natural gas (11%) use.



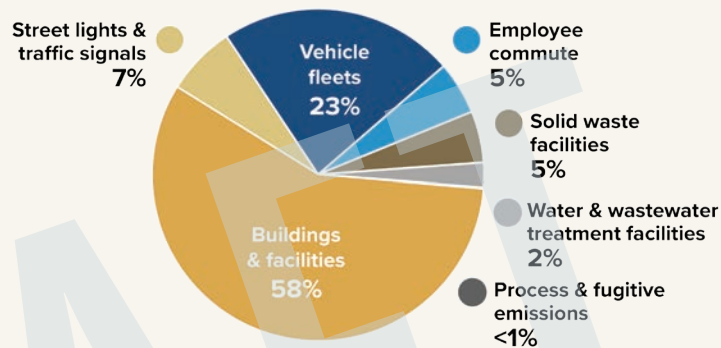
Trends Over Time

Despite a growing population and economy, Vancouver's GHG emissions declined 19% from 2007 to 2019.

We used less natural gas, drove fewer miles, and sent less waste to the landfill. We've shown that economic progress does not have to come at the expense of our health and natural resources—and we can continue this progress in the years to come.

Sector*		% Change
 Energy	↓	-57%
 Transportation	↑	+12%
 Solid Waste	↓	-42%
Total	↓	-19%
Per Capita	↓	-28%
Per Job	↓	-19%
Per GDP (Clark County)	↓	-42%

*Percent change is reported only for the sectors evaluated in both 2007 and 2019.

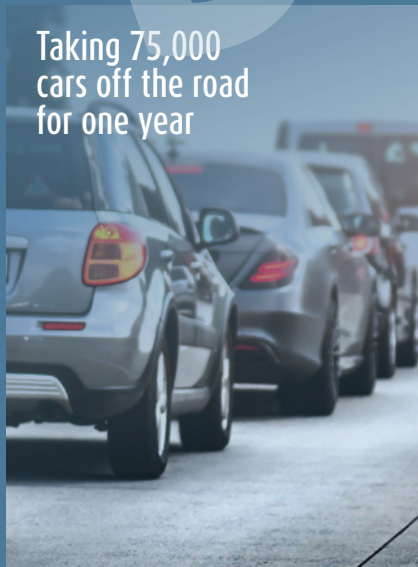


City Operations Emissions

City operations are ~1% of total GHG emissions. From 2007 to 2019, City government emissions declined 61%, to 16,223 MTCO₂e. Major contributors to the City's footprint remain the electricity and gas used in City buildings, facilities, streetlights, and traffic signals, and the gas and diesel used in City fleet vehicles (including police and fire vehicles).

Emissions reduced between 2007 and 2019 are equivalent to...

Taking 75,000 cars off the road for one year



Saving 40 million gallons of gasoline



Charging 46 billion fewer cellphones



Our Carbon Solutions

Working closely with stakeholders and leveraging both quantitative and qualitative analysis of impacts, costs, and benefits, we developed and iteratively refined the CAP strategies and actions. CAP strategies and actions focus on reducing GHG emissions (i.e., climate mitigation) from City operations and community activities. We also include strategies and actions to build overall community resilience to current and future climate impacts, particularly for those who are overburdened with environmental and other stressors (i.e., climate adaptation).

How to read the Strategies and Actions

Strategies and actions are organized into six focus areas. Each begins with a brief overview, followed by detailed implementation tables for each strategy. See the [Appendix](#) for a summary of estimated emissions reductions and costs of key actions.

Natural Systems & Water Resources

Vancouver's parks, trails, and green spaces will store carbon, connect our neighborhoods, and preserve sensitive land and wildlife. We will use water wisely.

Strategies and Actions

Strategy NS-1. Increase carbon storage in trees, vegetation, and soil

Optimize management of natural lands and tree canopy to increase carbon sequestration, support resilience to extreme events, and ensure an equitable distribution of risk and resilience. During implementation, align with Reside Vancouver, the Parks Comprehensive Plan update, the Urban Forest Management Plan, and anti-displacement best practices.

Actions	Impact	City Costs	Community Costs	Cost of Inaction	Benefits
1 Native & climate-resilient planting in municipal projects	++	\$	\$		🌳 🌳 🌳 🌳 🌳
2 Native & climate-resilient planting in private projects	+++	\$	\$		🌳 🌳 🌳 🌳 🌳
3 Street tree maintenance	+				🌳 🌳 🌳 🌳 🌳
4 Carbon sequestration on public lands					🌳 🌳 🌳 🌳 🌳
5 Carbon sequestration on private lands					🌳 🌳 🌳 🌳 🌳

Strategy NS-2. Improve ecosystem resilience

Support implementation of habitat and species conservation, restoration, and protection, with an emphasis on current native species and climate-resilient species.

Actions	Impact	City Costs	Community Costs	Cost of Inaction	Benefits
6 Critical areas code enforcement					🌳 🌳 🌳 🌳 🌳
7 Habitat restoration for new development					🌳 🌳 🌳 🌳 🌳
8 Tree canopy recommendations					🌳 🌳 🌳 🌳 🌳

Key

- ++ = Quantified emissions reduction potential (L/M/H)
- +++ = Supportive action
- \$ = Quantified costs (L/M/H)
- ⚡ = High cost of inaction
- 💰 = Highly affordable
- 🌳 = Highly feasible
- 👥 = Strong community support
- ⚖️ = Highly equitable
- 🌱 = Strong co-benefits

*Actions without icons have not been evaluated

Focus Area Overview

Focus Area Title

explains the major topics covered in the chapter.

Focus Area Vision

articulates how the focus area contributes to Vancouver's overall vision for a low-emissions, resilient future.

Strategy Description

briefly explains how, at a high level, the vision and goals will be achieved.

Action Summary

briefly explains what specific programs, policies, and activities will be used to carry out strategies. It also shows at-a-glance how each action contributes to reducing GHG emissions or building resilience (impact), how much it is likely to cost, and other benefits of action.

Key

explains what the icons in the Action Summary mean. The lightning bolt ⚡ and dollar sign \$ are used to indicate quantified estimates.

Implementation Overview

Action Description provides a more detailed description of each action.

Timeline indicates whether implementation will happen in the near term, mid term, long term or on an ongoing basis.

Implementation

Strategy NS-1. Increase carbon storage in trees, vegetation, and soil

This strategy will reduce the amount of materials sent to the landfill and encourage circular economy behaviors.

Action Description	Timeline	Lead & Key Partners	Methods	Metrics
1 Native & climate-resilient planting in municipal projects Through the City's Urban Forestry Program and in support of the City's goal to reach 28% canopy cover by 2030, require long-lived large form, drought-tolerant, climate-resilient native plantings in parks and other public properties (including the grounds of municipal buildings, schools, and heritage communities right-of-way) to maximize carbon sequestration. Also promote retention of existing canopy.	I II III	Urban Forestry and Community Development Key Partners: • Community Development • Parks, Recreation and Cultural Services • Public Works Operations • School Districts • Parks and Recreation Advisory Commission • Urban Forestry Commission	New development programming: Existing plans review, code update Parks design focused on sustainable environmental landscape design principals with closed loop composting	VMC code updated & new development projects meeting climate goals landscape design principles in Parks and School designs Retrofit existing designs and sites
2 Native & climate-resilient planting in private projects Working through the City's Urban Forestry Program and its partners, and in support of the City's goal to reach 28% canopy cover by 2030, incentivize long-lived	I II III	Public Works (Urban Forestry) and Community Development Key Partners: • Parks, Recreation and Cultural Services • Urban Forestry Commission	New development programming: Existing plans review, code update, public outreach	VMC code updated & new development projects meeting climate goals landscape design principles in Parks and School designs Retrofit existing designs and sites

Lead and Key Partners

identifies who will primarily lead and support implementation.

Methods

describes how the action will be moved forward through existing or future plans, funding, etc.

Metrics

lists key metrics for tracking and evaluating progress.

Buildings & Energy



Vancouver will transition to 100% clean energy by 2045 and significantly reduce per capita energy use.

Strategies and Actions

Strategy BE-1. Increase use and storage of renewable energy while reducing consumption

Work with Clark PUD to procure renewable energy ahead of Clean Energy Transformation Act (CETA) mandates and increase community-wide renewable electricity supply to 100%. Exceed state requirements for building efficiency. Work with businesses, property owners, and nongovernmental partners to establish policies that prevent displacement of those with low incomes and renters, and ensure equitable distribution of the costs and benefits of energy efficiency upgrades. Identify additional opportunities for climate-resilient, renewable, affordable, and environmentally just forms of renewable energy systems and electrification.

Actions	Impact	City Costs	Community Costs	Cost of Inaction	Benefits
1 Community energy efficiency incentives	⚡⚡⚡			💰	💰 ⚙️ 🤝 ⚖️ 🌱
2 Energy efficiency upgrades for existing commercial buildings	⚡⚡⚡			💰	💰 ⚙️ 🤝 ⚖️ 🌱
3 Clean energy financing	⚡⚡⚡				💰 ⚙️ 🤝 ⚖️ 🌱
4 Solar incentives	⚡⚡⚡			💰	💰 ⚙️ 🤝 ⚖️ 🌱
5 100% renewable energy for municipal buildings	⚡⚡⚡				💰 ⚙️ 🤝 ⚖️ 🌱
6 Natural gas demand management					
7 Green building policy (public sector)				💰	💰 ⚙️ 🤝 ⚖️ 🌱
8 Green building policy (private sector)					💰 ⚙️ 🤝 ⚖️ 🌱
9 Resilient energy grid	🎯			💰	💰 ⚙️ 🤝 ⚖️ 🌱
10 Municipal energy and water savings				💰	💰 ⚙️ 🤝 ⚖️ 🌱

Key

- ⚡ = Quantified emissions reduction potential (L/M/H)
- 🎯 = Strong supporting action
- 💰 = Quantified costs (L/M/H)
- 💰 = High cost of inaction
- 💰 = Highly affordable

- ⚙️ = Highly feasible
- 🤝 = Strong community support
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*Actions without any icons have not been evaluated

Strategy BE-2. Decarbonize homes, businesses, and other buildings

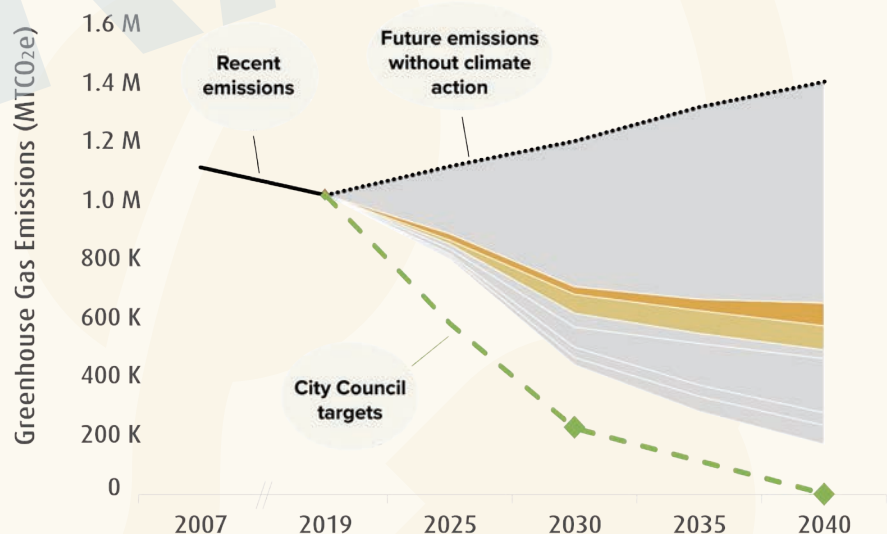
Pursue the lowest-carbon pathway toward a fully decarbonized building sector, with solutions tailored to different building, ownership, and use types.

Actions		Impact	City Costs	Community Costs	Cost of Inaction	Benefits
11	Home electrification incentives	⚡⚡⚡	\$\$\$	\$\$\$		💰 ⚙️ 🌱 ⚖️ 🍃
12	Commercial building electrification incentives	⚡⚡⚡	\$\$\$	\$\$\$		💰 ⚙️ 🌱 ⚖️ 🍃
13	Heat pumps in new commercial and multi-family residential buildings					
14	All-electric incentives for new development	⚡⚡⚡				💰 ⚙️ 🌱 ⚖️ 🍃
15	All-electric reach code for new development	⚡⚡⚡				💰 ⚙️ 🌱 ⚖️ 🍃
16	All-electric reach code for existing residential buildings at point of sale	⚡⚡⚡				💰 ⚙️ 🌱 ⚖️ 🍃
17	Natural gas carbon intensity					
18	Contractor training for electric transition	⚡⚡⚡	\$\$\$	\$\$\$		💰 ⚙️ 🌱 ⚖️ 🍃

How do these actions stack up?

To reach carbon neutrality by 2040, we must zero out most of our emissions. Existing federal and state policies will get us about halfway to our goal. Locally, here's how the building sector will help with the rest.

- 11% of our 2040 goal will be met by using less energy and prioritizing least-carbon energy sources.
- We will also avoid at least \$65 million in costs of inaction.
- Provide jobs and workforce development for clean buildings and energy storage. In 2018-2019, 17% of [fast-growing clean energy jobs](#) were in microgrids, high-efficiency HVAC, renewable heating & cooling, and energy storage.



Implementation

Strategy BE-1. Increase use and storage of renewable energy while reducing consumption

This strategy reduces community and city government reliance on fossil fuels and increases use of renewable energy.

Action Description	Timeframe ¹			Lead & Key Partners	Method(s)	Metrics
	I	II	III			
1 Community energy efficiency incentives Educate and incentivize businesses and residents to reduce energy and water use, with a priority on affordable housing units and housing that serves low- and fixed-income populations. This may include: • Work with Clark PUD and NWN to subsidize home energy efficiency and weatherization retrofits for affordable housing units and housing that serves low- and fixed-income populations. Clark PUD incentives include loans and/or rebates for more efficient heat pumps, water heaters, and weatherization for single- and multi-family. They also include incentives for new homes exceeding state energy code standards and financial assistance for low-income customers. NWN provides resources on conserving natural gas in residential and commercial settings. • Evaluate existing energy efficiency programs and work with community organizations that represent and serve overburdened communities to share information in culturally appropriate ways. The state's Matchmaker Program and Weatherization Plus Health are two available mechanisms to fund weatherization improvements. • Incentivize electric HVAC retrofits for homes, prioritizing indoor air quality improvements for those who face especially poor indoor air quality • Develop reserve funding for efficiency improvements • Evaluate needed staff capacity and if needed, hire additional staff to implement the goals and strategies of the CAP. • Provide education on the CAP for new hires during City onboarding process. • Work with realtors to include "home energy scorecards" at point-of-sale.	I	II		Public Works —Water and Communications —Office of Neighborhoods Key Partners • Clark PUD • NWN • Neighborhood associations	Strategic partnerships; existing partner programs; existing state funding programs; engagement of neighborhood associations and community groups	Average energy and water usage per household; number of incentives available; number of incentives utilized

¹ Timeframe: I = short-term; II = mid-term; III = long-term; all selected = ongoing

Action Description	Timeframe ¹			Lead & Key Partners	Method(s)	Metrics
	I	II	III			
2 Energy efficiency upgrades for existing commercial buildings Encourage all commercial buildings to exceed WA Clean Buildings Act energy performance standards by at least 10% by 2030 and by at least 15% by 2040. State law already requires newer commercial buildings greater than 50,000 square feet to exceed the standard by 15%, so this action extends a similar goal to all commercial buildings. This includes: • Work with Clark PUD to expand programs that reduce energy use, such as the On-site Energy Assessment, Commercial/Industrial Lighting Incentive Program and Commercial Shell Measures Incentives. • Work with other utilities to increase efficiency of provided services. • Pursue funding for efficiency improvements. • Explore options to provide education and technical support to building owners.	I			Economic Prosperity & Housing, Community Development Key Partners • Clark PUD • WA State • Building energy efficiency contractors • Local building owners • Local business associations	Strategic partnerships; existing partner programs; state and federal grants	Number of commercial buildings exceeding WA Clean Buildings Act performance standards
3 Clean energy financing Explore funding/capital opportunities, such as 0% interest loans and Clark PUD's Solar Energy Program, for organizations representing overburdened communities and individuals to own clean energy assets.		II		City Manager's Office (CMO) Key Partners • Clark PUD • Organizations representing BIPOC and low-income communities • Affordable housing providers	Review of potential opportunities; similar programs in peer cities and existing partner programs	Funding/capital opportunities identified; number of clean energy assets supported by these opportunities
4 Solar incentives Ensure rebates or other funding support (e.g., solar grants for neighborhoods, cooperative buying opportunities, Clark PUD's Solar Energy Program) are available for installation of solar on existing construction. Work with homeowners associations and condos with policies that prevent solar infrastructure to remove those restrictions.		II	III	CMO, Communications (via Neighborhoods Coordinator) Key Partners • Clark PUD • Craft3	Existing partner programs; communications campaign to raise awareness of opportunities	Number of rebates or funding opportunities utilized

Action Description		Timeframe ¹			Lead & Key Partners	Method(s)	Metrics
		I	II	III			
5	100% renewable energy for municipal buildings Work with Clark PUD and other renewable energy providers to transition to 100% renewable energy for electricity use in municipal buildings, starting in 2022. This may include direct production of renewable energy from on-site generation (e.g., wastewater treatment facility), the purchase of renewable energy credits (RECs); or, the purchase/use of renewable natural gas if options to purchase energy from carbon-free energy sources are not available. Priority should be given to options that enable the City to either source its electricity directly from, or replaced in the power grid with, renewable, emissions-free resources.	I			General Services Key Partners Clark PUD	Power purchase agreement; renewable energy installations	Amount and percentage of total City electricity derived from renewable sources
6	Natural gas demand management Work with NWN to reduce demand for natural gas.	I	II	III	CMO Key Partners NWN	Existing partner program	Amount of natural gas consumed per household/building
7	Green building policy (public sector) Develop comprehensive green building policies for City-owned and occupied buildings that are consistent with or exceed state standards. These policies should enable the City to demonstrate leadership in climate action and include provisions to: - Reduce consumption and adopt energy-saving technologies. - Incorporate green infrastructure where applicable and feasible. Develop an expedited process for energy-efficient construction. - Support smart lighting strategies, including the use of passive lighting for daytime use, LEDs, and conservative use of lighting when buildings are unoccupied in accordance with Dark Sky and Bird-Safe light pollution reduction principles. - Create a framework for making decisions on building energy efficiency projects in cost-constrained environments. - Provide Facilities with an on-call energy consultant who can conduct building energy efficiency evaluations, recommend upgrades, perform cost-benefit analyses, and recommend staged approaches for large/expensive projects. - When developing new municipal buildings, include evaluation of the potential for renewable energy projects in the scope of work.	I	II	III	Economic Prosperity & Housing, General Services Key Partners - City vertical capital project design consultants and technical advisory committee - Facility service provider vendors - City development review	Policy research and development; staff engagement with community stakeholders; identify City-specific standards	Stakeholders engaged; adopted policy; policies incorporated into new capital projects design and construction; major maintenance prioritizes policy implementation in projects

Action Description	Timeframe ¹			Lead & Key Partners	Method(s)	Metrics
	I	II	III			
8 Green building policy (private sector) Develop comprehensive green building policies for the private sector that are consistent with or exceed state standards. These policies should include provisions to: • Avoid areas vulnerable to climate change (e.g., low-lying areas) and maintain affordability and accessibility to current residents. • Collaborate with large energy users on reducing consumption and adopting energy-saving technologies. • Incentivize the development community to include community gardens in all developments. • Require drought-tolerant planting and efficient irrigation systems on all new development. • Develop an expedited process for energy efficient construction, accepted by City of Vancouver and based on criteria that are already accepted and approved. • Support smart lighting strategies, including use of passive lighting for daytime use, LEDs, and conservative use of lighting when buildings are unoccupied.	I			Community Development, Economic Prosperity & Housing, General Services <i>(consultation only)</i> Key Partners • City development review • Local building & development community • Green building specialists • Building energy efficiency contractors • Existing building owners and occupants	Policy research; staff engagement with community stakeholders; identify City-specific standards	Adopted policy

Action Description	Timeframe ¹			Lead & Key Partners	Method(s)	Metrics
	I	II	III			
9 Resilient energy grid Adapt energy grid/ infrastructure to be prepared for future climate-related changes (e.g., conduits, distribution lines, ducts). This may include: • Support efforts to improve infrastructure resilience to climate impacts and determine if new standards need to be adopted to protect or strengthen infrastructure systems. • Ensure adequate backup power for City-controlled critical infrastructure (e.g. fire stations) and encourage regional partners (ie hospitals) to do the same. • Investigate the use of battery storage in place of generators. • Provide dual fuel for extreme cold events. • Explore with Clark PUD and the local community the feasibility of Community Choice Energy (CCE) in Vancouver (before 2030). • Develop incentives and promote the use of lower-carbon fuel sources for backup generation. • Partner with Clark PUD to increase community resilience by installing microgrids, community solar, and renewable energy systems in critical community spaces (i.e., schools, senior care facilities, community centers, etc.) • Work with local utilities on storage systems for excess local production of renewable energy. In addition to increasing local renewable energy ahead of CETA, this action supports a reliable energy supply during severe storms.		II	III	General Services, Public Works Key Partners • Clark PUD • Bonneville Power Administration • Regional partners such as the Port of Vancouver	Assessment, strategic partnerships; joint funding proposals; capital projects	Critical infrastructure with climate protection and/or power storage/ backup systems provided
10 Municipal energy and water savings The City will increase on-site renewable energy storage and energy and water savings. This includes: • Work with local utilities to store excess energy generated from municipal solar arrays • Maintain annual distribution system leakage (DSL) to 6% or less by implementing the current (ca. 2022-2025) and future (2025+) supply-side Water Use Efficiency (WUE) Program measures	I	II	III	General Services, Public Works Key Partners • Clark PUD	Strategic partnerships; joint funding proposals; capital projects; existing city program	Number of facilities with on-site renewable energy storage; change in water/energy usage

Strategy BE-2. Decarbonize homes, businesses, and other buildings

To pursue the lowest-carbon pathway toward a fully decarbonized building sector, this strategy encourages home and business electrification and over time, phases out natural gas in new and existing construction.

Action Description	Timeframe			Lead & Key Partners	Method(s)	Metrics
	I	II	III			
11 Home electrification incentives Work with local partners to transition to high-efficiency electric energy for existing homes that are using fossil fuels for energy (e.g., space heating/cooling, water heating, cooking). This includes: - Identify federal, state, business, and local incentive programs for Vancouver, with particular attention to ensuring low- and middle-income homeowners can afford to electrify. - Leveraging the contractor training action, work with contractors to encourage electrification in existing homes. - Work with interested realtors to encourage electrification as a condition of sale. This may include providing education and outreach to realtors about electrification, so they can be responsive to buyer and seller interests. - Incentivize electric HVAC retrofits and other retrofits for homes. This can occur at any time: some may prefer to explore retrofits at end-of-life, at ownership transitions, or at other points. <i>Due to current (2021) state law, Clark PUD's programs cannot be used to incentivize a switch from natural gas to heat.</i>	I	II	III	Economic Prosperity & Housing, CMO Key Partners - Neighborhood associations - Local contractors - Realtors - Clark PUD and NWN	Strategic partnerships; new incentive programs; new outreach and training programs	Number of homes transitioning to electric energy; number of homes participating in Smart Energy program; number of contractors trained in high-efficiency appliance retrofits
12 Commercial building electrification incentives Work with Clark PUD and NWN to electrify existing commercial buildings and address fossil gas emissions. These incentives will be available to buildings of all sizes. However, when working with those who own buildings larger than 20,000 square feet, the incentives should be focused on assisting with compliance with Washington's new energy performance standard. This includes: Work with Clark PUD to expand programs that incentivize commercial building owners to electrify water and space heating in existing buildings, such as the Commercial Heating System Incentives.	I	II	III	CMO Key Partners - Clark PUD and NWN - Commercial building owners	Expansion of existing programs	Number of incentives provided; number of businesses/building owners participating in incentive programs

Action Description		Timeframe			Lead & Key Partners	Method(s)	Metrics
		I	II	III			
13 Heat pumps in new commercial and multi-family residential buildings Support implementation of State Building Code requirements regarding use of heat pumps for space and water heating in new commercial and multi-family residential buildings, beginning in 2023.		I			Community Development Key Partners - Development Review (Buildings) - Clark County Building Industry Association - Southwest WA Contractors Association	Code updates; building inspector education	Updates made to City code; percentage of trained City plans examiners, code and permit inspectors
14 All-electric incentives for new development Incentivize building electrification in new single-family residential developments and remodels. This action reduces barriers to electrification and paves the way for the “all-electric reach code for new development” (Action BE2.15) that will go into effect in 2030. This may include: - Encourage ground source heat pumps for new construction. - Explore options to extend city tax credits to new construction developing with all-electric utilities.		I			Community Development, Economic Prosperity & Housing Key Partners - Development Review (Buildings) - Clark County Building Industry Association - Southwest WA Contractors Association	Outreach and education about state policies; incentive programs	Incentives developed; number of incentives utilized
15 All-electric reach code for new development Adopt an all-electric building reach code for new construction that limits the development of new fossil fuel infrastructure, with exceptions for industrial uses without a suitable alternative. This action will go into effect in 2030 and builds on the “all-electric incentives for new development” (Action BE2.14).		I			Community Development Key Partners - Development review - Clark County Building Industry Association - Southwest WA Contractors Association	Stakeholder engagement; code research, development, and adoption	New code adopted
16 All-electric reach code for existing residential buildings at point of sale Adopt an all-electric building reach code that transitions at least 50% of buildings to all-electric at point of sale in 2030 and 90% of existing buildings transitioned to all-electric at point-of-sale by 2040, with exceptions for industrial uses without a suitable alternative.			II		Community Development Key Partners - Development review - Clark County Building Industry Association - Southwest WA Contractors Association	Stakeholder engagement; code research, development, and adoption	New code adopted

Action Description		Timeframe			Lead & Key Partners	Method(s)	Metrics
		I	II	III			
17 Natural gas carbon intensity Work with NWN to reduce the carbon intensity of natural gas through renewable natural gas, hydrogen technologies, and offsets. This may include expanding participation in the Smart Energy program (carbon-neutral option) to offset natural gas emissions.		I	II	III	CMO Key Partners • NW Natural	Existing partner programs	Carbon intensity of local gas supply over time
18 Contractor training for electric transition Work with local trade organizations and workforce development organizations to develop a contractor training and rebate program for the installation of electric heat pumps, conversion from gas to electric appliances, and integration of environmental technologies. Include a component to identify opportunities at point-of-sale, to support the actions focused on electrification of existing residential and commercial buildings.			II		CMO Key Partners • Workforce development programs • Local trade unions and trade organizations • Local contractors	New program; partnerships with training programs; additional staff capacity	Number of contractors trained

Transportation & Land Use



Vancouver's residents will be able to reach their destinations safely, reliably, and efficiently, however they choose to travel. Electric and low-emissions vehicles will be affordable, common, and easy to charge. Our neighborhoods will be walkable, mixed-use, and higher density, with secure affordable housing for current residents.

Strategies and Actions

Strategy TLU-1. Create neighborhoods that support clean modes of transportation

Use land use, zoning, and anti-displacement policies to develop denser, vibrant, mixed-use communities with streets that safely support all modes of travel. Prioritize under-developed areas, overburdened communities, transit-dependent communities, and those who were formerly incarcerated. Update annexation policies to align with CAP strategies, requiring all new annexed areas to comply or immediately begin investments to align with City sustainability initiatives and policies.

Actions	Impact	City Costs	Community Costs	Cost of Inaction	Benefits
1 Mixed-use development	⚡⚡⚡			💰	🏠 ⚙️ 🌳 ⚖️ 🍏
2 Sustainable neighborhood-scale development	⚡⚡⚡			💰	🏠 ⚙️ 🌳 ⚖️ 🍏
3 Diversified housing options	🎯			💰	🏠 ⚙️ 🌳 ⚖️ 🍏
4 Concentrated development along retail and commercial corridors	🎯				🏠 ⚙️ 🌳 ⚖️ 🍏
5 Parking management plan					🏠 ⚙️ 🌳 ⚖️ 🍏
6 Annexation policy updates				💰	🏠 ⚙️ 🌳 ⚖️ 🍏
7 Annexation incentives				💰	🏠 ⚙️ 🌳 ⚖️ 🍏

Key

- ⚡ = Quantified emissions reduction potential (L/M/H)
- 🎯 = Strong supporting action
- 💰 = Quantified costs (L/M/H)
- 💰 = High cost of inaction
- 🏠 = Highly affordable

- ⚙️ = Highly feasible
- 🌳 = Strong community support
- ⚖️ = Highly equitable
- 🍏 = Strong co-benefits

*Actions without any icons have not been evaluated

Strategy TLU-2. Shift driving trips to clean, active modes of transportation

Help shift driving trips to cleaner ways of getting around and create a more connected, walkable, and bikeable city. To do so, support pedestrian- and bike-friendly infrastructure, permanent sources of transportation funding, and anti-displacement best practices.

Actions		Impact	City Costs	Community Costs	Cost of Inaction	Benefits
8	Improved pedestrian infrastructure	⚡⚡			🏠	👤 ⚙️ 🌳 ⚖️ 🌍
9	Transit ridership improvements	⚡⚡⚡	\$\$\$	\$\$\$	🏠	👤 ⚙️ 🌳 ⚖️ 🌍
10	Driving trip reduction for local schools	⚡	\$\$\$	\$\$\$	🏠	👤 ⚙️ 🌳 ⚖️ 🌍
11	Transportation demand management requirements	⚡⚡⚡			🏠	👤 ⚙️ 🌳 ⚖️ 🌍
12	Medium- and heavy-duty truck VMT reduction				🏠	👤 ⚙️ 🌳 ⚖️ 🌍
13	Improved bicycling infrastructure	🎯			🏠	👤 ⚙️ 🌳 ⚖️ 🌍
14	Modal hierarchy	🎯				👤 ⚙️ 🌳 ⚖️ 🌍
15	Shared mobility and micro-mobility options					👤 ⚙️ 🌳 ⚖️ 🌍
16	City plan alignment				🏠	👤 ⚙️ 🌳 ⚖️ 🌍
17	Retrofits for vulnerable infrastructure	🎯			🏠	👤 ⚙️ 🌳 ⚖️ 🌍
18	Fareless transit system					👤 ⚙️ 🌳 ⚖️ 🌍
19	Curb management program					👤 ⚙️ 🌳 ⚖️ 🌍

Strategy TLU-3. Decarbonize and electrify vehicles

Expand and ensure necessary electric vehicle infrastructure is available and accessible at residences, workplaces, and key public areas. Increase the adoption of electric vehicles by promoting and implementing incentives, education programs, and policy with a focus on reducing financial barriers to EV ownership. Invest in infrastructure and adoption of alternative fuel and fuel reduction technologies to power municipal and commercial fleets as well as medium- and heavy-duty vehicles, prioritizing vehicles where electric fuel is unfeasible. Identify and secure adequate permanent funding for sustainable transportation.

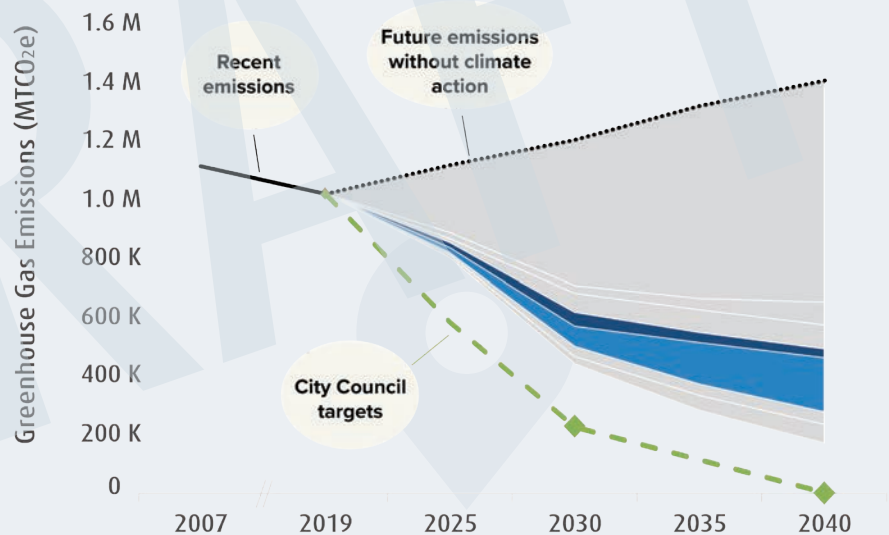
Actions		Impact	City Costs	Community Costs	Cost of Inaction	Benefits
20	EV infrastructure plan	⚡⚡⚡	\$\$\$	\$\$\$	🏠	👤 ⚙️ 🌳 ⚖️ 🌍
21	EV charging requirements	⚡⚡			🏠	👤 ⚙️ 🌳 ⚖️ 🌍
22	Electric vehicle advocacy & education	⚡⚡⚡	\$\$\$	\$\$\$	🏠	👤 ⚙️ 🌳 ⚖️ 🌍
23	Medium-and heavy-duty truck decarbonization	⚡⚡⚡	\$\$\$	\$\$\$	🏠	👤 ⚙️ 🌳 ⚖️ 🌍
24	Transit & waste collection fleet electrification	⚡			🏠	👤 ⚙️ 🌳 ⚖️ 🌍
25	EV-ready code	🎯			🏠	👤 ⚙️ 🌳 ⚖️ 🌍

Actions		Impact	City Costs	Community Costs	Cost of Inaction	Benefits
26	Alternative fueling & charging options at gas stations				🏠	🏠 ⚙️ 🌳 🌳 🌳
27	Alternative fuels education & advocacy				🏠	🏠 ⚙️ 🌳 🌳 🌳
28	Truck decarbonization infrastructure				🏠	🏠 ⚙️ 🌳 🌳 🌳
29	Battery replacement incentives					🏠 ⚙️ 🌳 🌳 🌳
30	Municipal fleet vehicle transition to ZEVs				🏠	🏠 ⚙️ 🌳 🌳 🌳

How do these actions stack up?

To reach carbon neutrality by 2040, we must zero out most of our emissions. Existing federal and state policies will get us about halfway to our goal. Locally, here's how the transportation sector will help with the rest.

- 2% of our 2040 goal will be met with a shift to clean, active transportation and connected neighborhoods.
- 13% of our 2040 goal will be met with the transition to ZEVs/LEVs.
- We will also avoid at least \$145 million in costs of inaction.
- Provide jobs and workforce development for clean fuels and clean vehicles. In 2018-2019, 11% of [fast-growing clean energy jobs](#) were in clean vehicles.



Implementation

Strategy TLU-1. Create neighborhoods that support clean modes of transportation

This strategy diversifies housing and land uses and increases access to clean, alternative transportation modes.

Action Description	Timeframe			Lead & Key Partners	Method(s)	Metrics
	I	II	III			
1 Mixed-use development Promote mixed-use development that is dense, transit-oriented, and supportive of active transportation mode choices (e.g., biking, walking, scooter). This includes: • Allow for and encourage small retail and commercial services in residential neighborhoods. • Incentivize housing developments based on affordability and proximity to alternative transportation corridors. • Require secure bike parking, e-bike parking/charging, bike share and cargo bike share, scooter share, and other strategies in mixed-use development and zones.	I	II	III	Community Development, Economic Prosperity & Housing Key Partners • Local and regional business organizations • Local development community • Housing providers and advocacy organizations • Advocacy organizations representing communities at risk of displacement • Residents	Update existing Comprehensive Plan; amend Title 20 Land Use Code as necessary to implement policy direction	Adopted Comprehensive Plan updates; incentives created; number of incentives utilized; square footage of new retail / total housing units added annually within ½ mile of frequent transit
2 Sustainable neighborhood-scale development Use tax and zoning incentives to promote development approaches and rating schemes for neighborhood-scale sustainable development (e.g., EcoDistricts, LEED Neighborhood Development). New development should be located away from low-lying areas at increased risk of flooding and include provisions to maintain affordability and accessibility. Consistent with Interim Green Building Policy, this includes certification at the LEED for Neighborhood Development Gold standard or equivalent from alternative rating system for all projects over 50 acres that enter into a development agreement except those that the Planning Commission has already issued a recommendation on.		II		Community Development, Economic Prosperity & Housing Key Partners • Development community • Neighborhood associations	Identify potential incentives; coordination with City Green Building Policy; future subarea planning activities	Adopted subarea plans that incorporate sustainable development strategies and place-specific metrics; average residential density / floor area ratio of new developments approved annually; average annual ratio of infill to greenfield development for new projects; annual square footage of new development within Comprehensive Plan priority growth nodes

• Timeframe: I = short-term; II = mid-term; III = long-term; all selected = ongoing

Action Description		Timeframe			Lead & Key Partners	Method(s)	Metrics
		I	II	III			
3	Diversified housing options Update Municipal Code and zoning as needed to provide abundant housing choices at a variety of affordability levels throughout the city. Allow diverse housing types, including small and middle housing types, and actively encourage development. This includes: • Allow internal home divisions and accessory dwelling unit construction to provide more options for homeowners. • Provide density bonuses for affordable housing. • Prioritize middle housing in existing single-family residential neighborhoods that are well served by transit/ services or are planned as 20-minute neighborhoods in the future. • Provide education and incentives for homeowners to support ADU development/internal home division construction projects, such as homeowner development courses, information on financing options, and SDC waivers. • Partner with building industry partners to provide education for local developers. • Support the greatest variety of housing opportunities near commercial corridors and neighborhood hubs that have abundant transit and public services. • Conduct an assessment of policy barriers to increasing residential density city-wide and evaluate incentive opportunities to encourage transit-supportive densities along key multimodal corridors. • Provide more opportunities for people to live near existing and future employment and education nodes, or in close proximity to reliable, frequent high-capacity transit that serves these areas.	I	II	III	Community Development Key Partners • Development community • Finance industry • AARP • Build Small Coalition (Oregon Metro) • Peer cities	Updates to Municipal Code and zoning; identification of incentives and financing strategies; homeowner education; education for development community; assessment of policy barriers to increasing residential density	Number of new small and middle housing units created; incentives created to promote small/middle housing; number of residences created within walking distance of frequent transit; percentage of single-family zoning districts that allow middle housing by right

Action Description	Timeframe			Lead & Key Partners	Method(s)	Metrics
	I	II	III			
4 Concentrated development along retail and commercial corridors Update Municipal Code, Title 20 Land Use Code, Title 19 Parking Code, and the Comprehensive Plan to support concentrating development along corridors and neighborhood hubs, consistent with the “sustainable neighborhood-scale development” (Action TLU1.2), “mixed-use development” (Action TLU1.1), Strategy TLU-2, the TSP, and related City plans, policies, and activities. Priorities include: • Allow for greater development intensity along commercial corridors. • Upzone and develop strategies to promote mixed-use development. • Increase density near major transit stops and stations. • Connect corridors and hubs with a high level of transit service. • Prioritize outstanding facilities for walking and cycling in these areas. • Ensure walking and biking connections between corridors and centers are safe, comfortable, and complete.	I	II	III	Community Development, Economic Prosperity & Housing Key Partners • Community groups and neighborhood associations • Local business associations • C-TRAN • Local schools • Development community	Update VMC Title 20 Development Code to increase building heights/densities; align multi-family tax exemption program (MFTE) to support higher density development in identified growth nodes	Updated code; updated MFTE program; number of enhanced transit corridors with transit priority improvements; number of complete streets projects addressing key gaps in mobility networks between growth nodes
5 Parking management plan Develop a city-wide parking management plan that includes right-sizing parking requirements and establishing parking densities and rates by district to support denser, walkable environments.	I			Economic Prosperity & Housing	Plan research and development	Completed parking management plan
6 Annexation policy updates Consider existing land use patterns and their potential for transition to sustainable urbanized areas when evaluating potential annexations. Through the Comprehensive Plan Update, further explore a coordinated and strategic annexation strategy that targets key growth and job areas within the Vancouver Urban Growth Area (UGA), develop strategies to increase housing and jobs density, and divert both work and non-work trips to non-vehicular modes in these areas.	I			Community Development Key Partners • Clark County • Infrastructure providers like utility districts	Update to existing plan; update to existing evaluations	Adopted updates to the Comprehensive Plan; areas annexed; acres of newly annexed land; average density of newly annexed lands
7 Annexation incentives Beginning at least five years before the expected annexation date, work with Clark County and local leadership of annexation areas to identify high-priority and/or high-feasibility sustainability initiatives to align with City of Vancouver policies. Develop and implement incentives and other voluntary efforts (e.g., education, outreach) to support the transition.	I	II	III	Community Development Key Partners • Clark County • Infrastructure providers like utility districts	Strategic partnerships, incentive programs	Updated Intergovernmental Agreements (IGAs) for annexation process

Strategy TLU-2. Shift driving trips to clean, active modes of transportation

This strategy creates a more connected, walkable and bikeable City by supporting pedestrian- and bike-friendly infrastructure. It will:

- Implement relevant City plans and initiatives to strengthen multi-modal (e.g. bicycle and pedestrian) connections, improve accessibility, and connect residents to workplaces, major development centers, and key services, with a focus on overburdened and transit-dependent communities.
- Work with C-TRAN and other regional partners to connect Vancouver's neighborhoods to major development centers, focusing on under-developed, transit-dependent, and overburdened communities, with travel times that are competitive with single-occupancy travel and support the transport of commercial goods.
- Ensure that new transit developments have features for safety, accessibility, and comfort. Identify and secure adequate permanent funding for sustainable transportation.
- Encourage active transportation and multi-modal uses across the city's parks, trails, and open spaces that explicitly serve and connect under-developed areas, overburdened communities, and transit-dependent communities, consistent with Reside Vancouver and anti-displacement best practices.

Action Description	Timeframe			Lead & Key Partners	Method(s)	Metrics
	I	II	III			
8 Improved pedestrian infrastructure In alignment with the TSP, Complete Streets program, and other relevant City plans, increase the abundance, safety and connectivity of walking and rolling infrastructure. Include the following activities: • Factor climate impacts into the design, materials & full life-cycle costs of projects (e.g., facilities, amenities). • Continue implementation of the Sidewalk Management Plan (2017), prioritizing areas of infill by equity concern. • Complete and connected networks of high-quality walking and rolling facilities that provide safe and comfortable routes. • Emphasize accessible, equitable design consistent with 8-80 design principles and American Disabilities Act (ADA) compliance. • Identify areas of the city (e.g., downtown, East Vancouver) that could be prioritized for pedestrians. • Expand lighting and other safety features on pedestrian pathways. • Plan for and implement multi-modal and "first-last mile" infrastructure.	I	II	III	Community Development Key Partners • Community groups and neighborhood associations • Local business associations • C-TRAN • Local schools • Safe Routes to School programs	Expansion of existing plans; capital projects	Miles of missing sidewalks; ADA updates needed; pedestrian directness; walkscore

Action Description	Timeframe			Lead & Key Partners	Method(s)	Metrics
	I	II	III			
9 Transit ridership improvements Partner with C-TRAN and other transit agencies to address barriers to using transit, improve access, and maintain safety across the city. This can include: <i>Policy and planning</i> • Prioritize access for overburdened communities. • Support code updates that increase density, infrastructure, and amenities near current and planned transit routes, in alignment with the TSP. • Factor climate impacts into the design, materials & full life-cycle costs of projects (e.g., roads, EV charging network); similarly, include climate adaptation and mitigation criteria in entitlement reviews. <i>Service changes</i> • Provide convenient connections to destinations throughout the city. • Provide transit circulators in activity nodes and centers. • Ensure sufficient transit connections to higher density areas with currently low or limited access. <i>Infrastructure and amenities</i> • Enhance secure bicycle parking at transit stations and major bus stops. • Provide connections between transit facilities and bicycle/trails networks. • Provide weather shelters in public transit. • Improve sidewalks, curb ramps, and street crossings near transit stops and stations. • Ensure transit vehicles are equipped with air filtration and air conditioning. <i>Education and outreach</i> • Provide education and outreach to increase comfort and familiarity with the transit system (i.e., “travel training”), with a focus on youth and “choice” riders. • Promote awareness of C-TRAN’s Youth Opportunity Pass and Education Opportunity Pass programs.	I	II	III	Community Development <i>Key Partners</i> • C-TRAN • Local schools • SR2S programs • Clark County Commute Trip Reduction Program	Strategic partnerships; joint funding proposals; coordination on significant planned developments and zoning changes; co-plan and develop infrastructure improvements in and to transit stop vicinities	Number of high-frequency transit routes; percent of residents within walking distance of transit stops; ridership; number of students actively using Youth Opportunity passes

Action Description	Timeframe			Lead & Key Partners	Method(s)	Metrics
	I	II	III			
10 Driving trip reduction for local schools Support initiatives to reduce driving trips related to school activities. This can include: • Promote school bus ridership and exploring options for increasing services. • Encourage active transportation through participation in a Safe Routes to School program. • Dedicate increased local funding to a local Safe Routes to School program. • Encourage carpooling to schools and after school activities. • Support Bike Clark County to expand and fully integrate bicycle skills and safety curricula in all school districts (i.e., into all school curricula). • Adjust traffic signals to prioritize pedestrians and bicycles around schools. • Education for middle school and high school students in how to use public transit and how to use C-TRAN's Youth Opportunity Pass program.		II		Community Development, Public Works Key Partners • C-TRAN • Bike Clark County • Local schools • Safe Routes to School programs	Strategic partnerships; public outreach; support for school education programs	Mode split for trips related to school activities; number of students graduating from SR2S and Bike Clark County bicycle education programs
11 Transportation demand management requirements Identify and implement code-based transportation demand management (TDM) plan requirements city-wide to reduce traffic and shift trips to non-driving modes. This includes: • Track mode share and shift for biking, walking, and transit use over time, for both commute and non-commuting trips. • Understand "choice" riders and their mode choices.	I	II		Community Development Key Partners • Communications • Neighborhood associations • Local schools and businesses • Transportation advocacy groups (Bike Clark County, AAA) • Clark County Commute Trip Reduction Program	TDM best practices; develop tailored marketing and communications plan; mode share survey or monitoring program	Mode share over time for both commute and non-commute trips; percent of employees affected by Commute Trip Reduction that use non-drive-alone modes
12 Medium- and heavy-duty truck VMT reduction Work with delivery and other companies to improve routing and reduce vehicles miles traveled (VMT) from medium and heavy-duty vehicles.	I	II		Community Development Key Partners • Delivery companies (FedEx, UPS, USPS, Amazon) • Trucking companies • Columbia-Willamette Clean Cities Coalition	Stakeholder outreach	VMT from medium- and heavy-duty trucks

Action Description		Timeframe			Lead & Key Partners	Method(s)	Metrics
		I	II	III			
13 Improved bicycling infrastructure In alignment with the TSP, Complete Streets program, and other relevant City plans, increase the abundance, safety and connectivity of bicycling infrastructure. Include the following activities:		I	II	III	Community Development Key Partners • Bike Clark County • Safe Routes to School • Local schools • Business associations	Expansion of existing plans; capital projects	Miles of protected bike lanes; bike network connectivity; cyclist level of service
14 Modal hierarchy Establish a modal hierarchy for transportation investments that prioritizes investments in active transportation modes such as walking, biking, and transit-supportive roadway design and operations. The hierarchy will include evaluation metrics that emphasize people throughput, movement of people, and quality of experience over vehicle throughput and Vehicle Level of Service.		I			Community Development Key Partners • Local advocacy groups (Bike Clark County, AARP, etc.)	Update to existing plans; code update	Adopted update to Comprehensive Plan
15 Shared mobility and micro-mobility options • Plan, sponsor, and advertise for additional micro-mobility options within key growth nodes in the city. • Put code in place to support shared mobility docking and charging stations, and reserved spaces for car sharing vehicles. • Work with third-party programs and businesses to increase the availability, accessibility, and convenience of shared mobility options (e.g., bike share, scooter share, car share).			II		Community Development Key Partners • Transportation advocacy groups • Business associations • Neighborhoods • Micromobility companies • Development community • Ryd	Adopt code; strategic partnerships; vendor contracts	Adopted code; shared mobility programs initiated

Action Description	Timeframe			Lead & Key Partners	Method(s)	Metrics
	I	II	III			
16 City plan alignment Align the TSP with the Comprehensive Plan, economic development plans, COVID-19 recovery plan, and the multi-modal initiatives, guidelines, and priorities identified in the TSP update (e.g., increased walkability and bikeability, multi-modal priority).	I	II		Community Development Key Partners Transportation agency partners (Regional Transportation Council, WSDOT, C-TRAN, Clark County, Port of Vancouver, City of Camas)	Review of existing plans for consistency	Adopted plan updates
17 Retrofits for vulnerable infrastructure Prioritize retrofits of climate-vulnerable infrastructure, with a focus on routes used for public transportation.		II	III	Public Works—Emergency Management Key Partners - Clark Regional Emergency Services Agency (CRESA) - C-TRAN	Assessment; capital projects	Priority routes identified; percent of needed retrofits completed
18 Fareless transit system Work with C-TRAN to expand existing fareless programs and foster a safe public transit system to increase transit accessibility. Include plans for transit corridors that provide safe, reliable, and climate-resilient transit services and for high-capacity transit, consistent with the Enhanced Transit Corridor analysis developed as part of TSP update and “transit ridership improvements” (Action TLU2.9).	I	II		CMO Key Partners - C-TRAN - Communications	Expansion of existing plans; strategic partnerships	Number of residents with access to fareless transit service
19 Curb management program Research and develop a curb management program that supports shared mobility options and safe, multimodal streets. Align with the TSP, “shared mobility and micromobility options” (Action TLU2.15), and “parking management plan” (Action TLU1.5). Elements of the program could include: - Establish designated rideshare and third-party carpooling parking, and loading/unloading delivery zones. - Integrate bicycle and motorcycle parking. - Facilitate partnerships to explore methods to reduce delivery trips and prioritize smaller vehicles. - Integrate scooter and bicycle share docks and autonomous vehicle loading zones if the technology is adopted in Vancouver.		II		Community Development Key Partners - Economic Prosperity & Housing - Local business and neighborhood groups - Rideshare/micromobility companies - Clark PUD - Delivery companies (UPS, Amazon, etc.)	New program; staff capacity or budget appropriation	Approved curb management program

Strategy TLU-3. Decarbonize and electrify vehicles

This strategy encourages ZEV/LEV usage and decreases reliance on single-occupancy vehicles.

Action Description		Timeframe [†]			Lead & Key Partners	Method(s)	Metrics
		I	II	III			
20	EV infrastructure plan Develop and implement an EV infrastructure plan to promote and expand the installation of public and private charging infrastructure and electric-powered mobility for new and existing construction. This includes: • Leverage programs and funding opportunities from Clark PUD, federal agencies, and other partners. • Focus on areas that would support longer distance/interstate and commercial travel, including park and rides. • Explore options for incentivizing or requiring installation/retrofitting for EV charging infrastructure in existing building stock, such as at point of renovation, point of sale, or changes in management. • In implementing this action, factor climate impacts into the design, materials, and full life-cycle costs of projects (e.g. roads, EV charging network). Also consider energy storage and demand needs and increase distributed energy production (e.g., solar panels) to reduce demands on electrical grid, as needed.	I	II		Community Development, Public Works Key Partners • Clark PUD • Columbia-Willamette Clean Cities Coalition	New plans; staff capacity; strategic partnerships; capital projects; joint funding proposals	Approved EV infrastructure plan
21	EV charging requirements Require all new development (and/or parking lots) to have adequate charging stations. This action builds on “EV-ready code” and “EV infrastructure plan” (Actions TLU3.25 and TLU3.20, respectively), as well as state law requiring EV charging capability at all new commercial and multi-family development with on-site parking (HB 1257) and new single-family construction (HB 1287). To support this transition, building owners can leverage available programs, such as Clark PUD’s commercial charger rebate program.	I			Community Development Key Partners • Clark PUD • Columbia-Willamette Clean Cities Coalition • Development community	Code update; education to developers and existing building owners on available incentives	Adopted code updates; number of EV charging locations

[†] Timeframe: I = short-term; II = mid-term; III = long-term; all selected = ongoing

Action Description		Timeframe ^a			Lead & Key Partners	Method(s)	Metrics
		I	II	III			
22	Electric vehicle advocacy & education Advocate for the expansion of existing incentives and introduce new local incentives to accelerate the adoption of electric passenger and work vehicles, with specific attention to reducing financial and other barriers to adoption. Educate the residential and commercial communities on the costs and benefits of electric vehicles and available programs and funding options. This includes: • Work with Clark PUD to expand participation in their used EV program for low-income / income-qualifying customers. • Work with the Columbia-Willamette Clean Cities Coalition to leverage state and federal incentive programs. • Explore developing local incentives through partnerships with local lenders and car dealerships. • Implement non-financial incentives offered by the City to encourage EV adoption and expand EV infrastructure, including resident-selected EV charging locations and streamlined permitting for developers. • Advocate for state policy to limit sale of new fossil fuel-powered passenger cars and trucks by 2025.		II		CMO Key Partners • Clark PUD • Columbia-Willamette Clean Cities Coalition	Strategic partnerships; incentive programs; public outreach	Available incentives; number of incentives utilized; rate of EV adoption; number of EV vehicles purchased locally
23	Medium-and heavy-duty truck decarbonization Take local action to decarbonize medium- and heavy-duty trucks, including the following: • Require that construction projects and other entities (e.g., delivery trucks) that rely on medium and heavy-duty trucks replace vehicles with new Zero Emission Vehicles (ZEVs) in accordance with the targets outlined in the Advanced Clean Trucks (ACT) rule, adopted by the Department of Ecology in November 2021. • Encourage participation in NWN's ZEV CNG and H2 programs. • Advocate for state policy to limit sale of new fossil fuel-powered medium- and heavy-duty trucks by 2030. • By 2030, replace 40% of all new medium- and heavy-duty trucks with ZEV alternatives. • This action is directly supported by "truck decarbonization infrastructure" (Action TLU3.28).	I	II		Public Works, CMO Key Partners • Existing station owners • Alternative fuel providers • AAA • Trucking agencies • Columbia-Willamette Clean Cities Coalition	Stakeholder outreach; code update; contract updates	% of new heavy/medium-duty vehicles that are ZEVs; participation levels in ZEV programs; local compliance with Advanced Clean Trucks rule

Action Description		Timeframe ²			Lead & Key Partners	Method(s)	Metrics
		I	II	III			
24	Transit & waste collection fleet electrification Require that all buses that serve Vancouver are electric by 2040 and increase the proportion of waste collection vehicles that are ZEVs. This includes: - Partner with Clark PUD, C-TRAN, and the City's contracted waste hauler to expand electric buses and electric contracted waste collection vehicles, prioritizing implementation in communities overburdened by local air pollution and with higher rates of asthma and other respiratory ailments. This may include a cost-share approach with C-TRAN. - Ability to charge buses in distant locations. - While internal combustion engine vehicles are still in use and a ZEV alternative is not feasible, transition to alternative, lower-carbon intensity fuels where feasible and applicable.	I	II		Public Works Key Partners - Clark PUD - C-TRAN - Waste hauler	Strategic partnerships; code update; capital projects	Number and percentage of transit and waste collection vehicles that are ZEVs
25	EV-Ready code Starting in 2023, require 25% EV-ready parking spaces in new commercial and multifamily developments, exceeding WA HB 1257 requirements (i.e., >10% of spaces). EV-ready spaces are installed and operable. To support this transition, building owners can leverage available programs such as Clark PUD's commercial charger rebate program. <i>Note that state law requires new single-family construction be EV-ready starting in 2024 (HB 1287).</i>	I	II		Community Development, Public Works Key Partners - Clark PUD - Columbia-Willamette Clean Cities Coalition - Development community	Code update; education to developers and existing building owners on available incentives	Adopted code updates; number of EV charging locations
26	Alternative fueling & charging options at gas stations Update the Municipal Code to require new gas stations or expansions of existing facilities to include EV charging and alternative fuel options. This may include: - Encourage existing gas stations to supply alternative fuels (compressed natural gas, propane, etc.) as well as EV charging. - Update code to be supportive of alternative fuel infrastructure. - Explore feasibility of prohibiting new gas stations.		II	III	Community Development	Code update	Number and percentage of total fueling stations offering alternative fuels

Action Description		Timeframe ⁷			Lead & Key Partners	Method(s)	Metrics
		I	II	III			
27 Alternative fuels education & advocacy Provide education and advocacy to increase awareness and use of low-carbon and alternative fuels (e.g., electricity, biodiesel, compressed natural gas, liquified natural gas, hydrogen).		I	II		CMO Key Partners - Public Works—Fleet - Communications - Existing station owners - Alternative fuel providers - AAA - Trucking agencies - Columbia-Willamette Clean Cities Coalition	Existing and new outreach programs	Number and percentage of residents using low-carbon and alternative fuels
28 Truck decarbonization infrastructure Work with the Port of Vancouver and other partners to expand infrastructure for decarbonization of medium- and heavy-duty trucks. This action will help the City achieve the requirements in the WA ACT rule and directly supports “medium- and heavy-duty truck decarbonization” (Action TLU3.23). It includes: - Encourage widespread adoption of fueling stations providing alternative fuels. - Coordinate with Port of Vancouver to develop infrastructure supporting this conversion while maintaining competitiveness.		I	II	III	CMO	Strategic partnerships; joint funding proposals	Number of fueling stations offering alternative fuels; facilities generating clean fuels
29 Battery replacement incentives Expand incentives, rebates, or similar methods to reduce the costs of battery replacement for vehicles with batteries nearing the end of their useful life.			II		CMO Key Partners - Auto service stations - Electric vehicle manufacturers - Columbia-Willamette Clean Cities Coalition	Expansion and promotion of existing programs	Available incentives; participation rates

Action Description		Timeframe ²			Lead & Key Partners	Method(s)	Metrics
		I	II	III			
30	Municipal fleet vehicle transition to ZEVs Introduce a policy to replace City fleet (i.e., vehicles, machinery, and equipment) with zero-emissions alternatives at the time of replacement where feasible and applicable. Clark PUD and NWN have programs to assist (e.g., Clark PUD EV rebates, NWN Natural Gas Vehicles). - For vehicles that do not have ZEV substitutes, explore options for hybrids or alternative fuel-ready vehicles when purchasing new. - For existing fleet vehicles, equipment, and machinery with traditional internal combustion engines, substitute lower-carbon fuels such as compressed natural gas, propane, lower-emission diesel fuels, hydrogen, etc. where feasible and applicable, and where no viable ZEV alternatives are available. - For all fleet, consider the feasibility of short-term leases or similar options, so the City can adopt zero-emissions alternatives more quickly as they become feasible to acquire.	I	II		Public Works—Fleet Key Partners - Clark PUD - NWN - Columbia-Willamette Clean Cities Coalition - Alternative fuel providers	Develop policy and incorporate into City Environmental Purchasing Policy	% of vehicles that are ZEVs or using lower-carbon fuels; fleet GHG emissions

Natural Systems & Water Resources



Vancouver's parks, trails, and green spaces will store carbon, connect our neighborhoods, and preserve sensitive land and wildlife. We will use water wisely.

Strategies and Actions

Strategy NS-1. Increase carbon storage in trees, vegetation, and soil

Optimize management of natural lands and tree canopy to increase carbon sequestration, support resilience to extreme events, and ensure an equitable distribution of risk and resilience. During implementation, align with Reside Vancouver, the Parks Comprehensive Plan update, the Urban Forest Management Plan, and anti-displacement best practices.

Actions	Impact	City Costs	Community Costs	Cost of Inaction	Benefits
1 Native & climate-resilient planting in municipal projects	⚡⚡	\$\$\$	\$\$\$	🔪	💰 ⚙️ 🤝 ⚖️ 🌱
2 Native & climate-resilient planting in private projects	⚡⚡⚡	\$\$\$	\$\$\$	🔪	💰 ⚙️ 🤝 ⚖️ 🌱
3 Street tree maintenance				🔪	💰 ⚙️ 🤝 ⚖️ 🌱
4 Carbon sequestration on public lands	⚡			🔪	💰 ⚙️ 🤝 ⚖️ 🌱
5 Carbon sequestration on private lands	⚡			🔪	💰 ⚙️ 🤝 ⚖️ 🌱

Strategy NS-2. Improve ecosystem resilience

Support implementation of habitat and species conservation, restoration, and protection, with an emphasis on current native species and climate-resilient species.

Actions	Impact	City Costs	Community Costs	Cost of Inaction	Benefits
6 Critical areas code enforcement				🔪	💰 ⚙️ 🤝 ⚖️ 🌱
7 Habitat restoration for new development				🔪	💰 ⚙️ 🤝 ⚖️ 🌱
8 Tree canopy recommendations				🔪	💰 ⚙️ 🤝 ⚖️ 🌱

Key

⚡ = Quantified emissions reduction potential (L/M/H)

🌱 = Strong supporting action

\$ = Quantified costs (L/M/H)

🔪 = High cost of inaction

💰 = Highly affordable

⚙️ = Highly feasible

🤝 = Strong community support

⚖️ = Highly equitable

🌱 = Strong co-benefits

*Actions without any icons have not been evaluated

Strategy NS-3. Conserve water resources

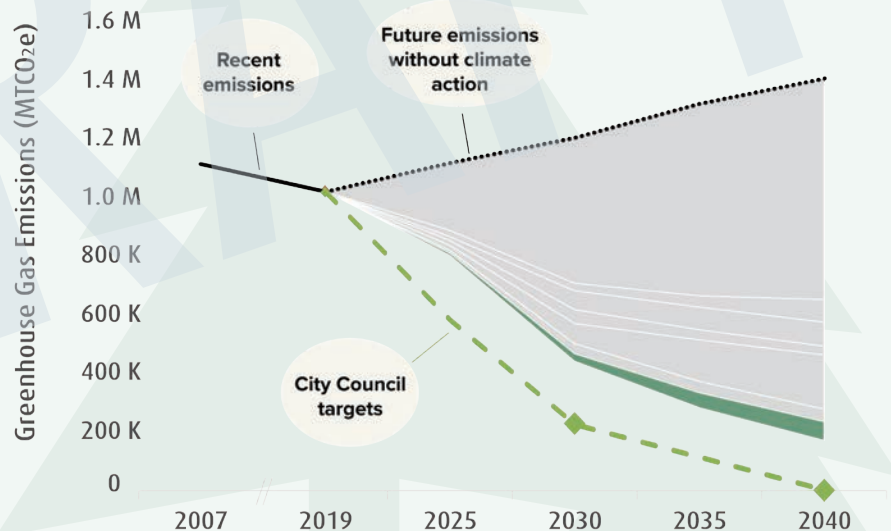
Conserve community water resources and increase water efficiency savings through education, outreach, retrofits, and rebates that ensure overburdened communities see the benefits of water conservation.

Actions	Impact	City Costs	Community Costs	Cost of Inaction	Benefits
9 Community water conservation					    
10 Rainwater capture incentives					    
11 Lawn removal and drought tolerant landscaping incentives					    

How do these actions stack up?

To reach carbon neutrality by 2040, we must zero out most of our emissions. Existing federal and state policies will get us about halfway to our goal. Locally, here's how our natural systems will help with the rest.

- 5% of our 2040 goal will be met by storing carbon in native, climate-resilient plants, trees, and soil on both public and private lands.
- We will also avoid at least \$45 million in costs of inaction.
- Through 2030, jobs in environmental science, landscaping, grounds maintenance, and tree trimming are expected to grow [faster than average in southwest Washington](#) (using the long-term alternative occupational employment projections provided in July 2022).



Implementation

Strategy NS-1. Increase carbon storage in trees, vegetation, and soil

This strategy will increase carbon storage throughout the city.

Action Description	Timeframe			Lead & Key Partners	Method(s)	Metrics
	I	II	III			
1 Native & climate-resilient planting in municipal projects Through the City's Urban Forestry Program and in support of the City's goal to reach 28% canopy cover by 2030, require long-lived large form, drought-tolerant, climate-resilient native plantings in parks and other public properties (including the grounds of municipal buildings, schools, and frontline communities right-of-way) to maximize carbon sequestration. Also prioritize retention of existing canopy.	I	II	III	Urban Forestry and Community Development Key Partners - Community Development - Parks, Recreation and Cultural Services - Public Works Operations - School Districts - Parks and Recreation Advisory Commission - Urban Forestry Commission	New development plan review; existing plans review; code update; Parks design focused on sustainable environmental landscape design principles with closed loop composting	VMC code updated & new development projects meeting climate goals; sustainable landscape design principles in parks and school designs; retrofit existing designs and sites
2 Native & climate-resilient planting in private projects Working through the City's Urban Forestry Program and its partners, and in support of the City's goal to reach 28% canopy cover by 2030, incentivize long-lived large form, drought-tolerant, climate-resilient native plantings and retention of the mature canopy in existing and new developments. This includes: - Prioritize communities (or census tracts) that score 8 or above on the WA Health Disparities Map. - Prioritize under-resourced neighborhoods with significant exposure to urban heat islands. - Prioritize habitat in the Burnt Bridge Creek watershed and other high-priority areas. - Encourage planting of native, climate-resistant species. Partner with local organizations like Friends of Trees to promote use of these kinds of species in their outreach and education.	I	II	III	Public Works—Urban Forestry and Community Development Key Partners - Development community and professionals (engineers, landscape architects, arborists, landscapers) - Private property owners - Nonprofit partners (Friends of Trees, Watershed Alliance, others)	New development review; existing plans review; code update; public outreach; community revegetation projects	VMC code updated and new development projects meeting climate goals; retro fit existing designs and sites; number of trees planted; number of community enhancement projects in priority areas

Timeframe: I = short-term; II = mid-term; III = long-term; all selected = ongoing

Action Description	Timeframe			Lead & Key Partners	Method(s)	Metrics
	I	II	III			
3 Street tree maintenance Maintain existing street trees through proper care and maintenance cycle, prioritizing overburdened communities. The City will prune and remove street trees to establish strong branching structure and reduce risk. The City will also replant with climate adaptive trees to ensure equitable distribution of the benefits of trees. The City Urban Forestry Program will optimize management of the City's street (right of way) trees to increase carbon sequestration and resilience to extreme weather events, support overburdened communities consistent with anti-displacement best practices, and ensure equitable distribution of benefits, risk-reduction and climate resilience. This action closes the tree canopy deficit within overburdened communities in the City and increases resilience to priority climate-related extreme events, such as storm events, extreme urban heat effects, and adverse human health impacts.	I	II	III	Public Works—Urban Forestry Key Partners • Transportation • Public Works Operations • Property owners • Friends of Trees • Tree care providers/arborists	Existing plans; City budget appropriation; task force to develop street tree maintenance program	Develop and implement a 7-year street trees pruning cycle; completed street tree inventory; reduced storm damage; more participation in street tree planting in overburdened communities
4 Carbon sequestration on public lands Increase carbon sequestration potential of soil throughout the City to offset emissions and increase drought and flood-resistance of soil. As part of this effort, all City-owned lands would: • Implement carbon sequestration projects on City property where feasible (e.g., soil at City parks, golf courses, and open spaces). • Reduce the use of synthetic nitrogen fertilizer with soil amendments such as manure or other organic by-products (e.g., compost and mulch) on new landscape installations. • Partner with other public agencies to expand sequestration potential on public lands within the city's boundaries. For example, the City can acquire parcels for public use as part of the Open Space District to be used as carbon sinks to address community access to nature, climate, human health, and equity. • Work with Operations and Maintenance staff to reduce fertilizer use. • Work with Parks to reduce high-maintenance turf in designs, which will reduce fertilizer use and need for gas-powered mowers.	I	II	III	Public Works—Urban Forestry Key Partners • Parks • Public Works Operations • Correction Crews • School Districts Maintenance • Tree care providers/arborists • Landscapers • Volunteer coordinator • Urban Forestry • Greenway Sensitive Lands Team • DePave • Solid Waste	Expansion of existing plans; budget appropriation or grant funds; strategic partnerships; creating new landscape beds with native plants; enlarging existing landscape beds and tree rings and applying arborist chips and/or compost 3-4 inches in depth; closed loop composting; ("leave the leaves"); remove impervious surfaces; replant	Soil analysis pre and post; acres amended (arborist chips or compost spread over landscape beds and tree rings); yards of arborist chips or compost applied; amount of turf converted; number/area of nature-scaped sites; acres of open space acquired for this purpose; acres of impervious surface removed/replanted

Action Description	Timeframe ¹			Lead & Key Partners	Method(s)	Metrics
	I	II	III			
5 Carbon sequestration on private lands Increase carbon sequestration potential throughout the city to offset emissions and increase drought- and flood-resistance of soil. As part of this effort, the City would support soil management on private lands, for example: • Subsidize the cost of compost for private development. • Encourage the use of compost in new landscape projects and undeveloped lands. • Encourage naturescaping by replanting groupings of native trees and shrubs. • Increase awareness of soil management best practices through education campaigns. • Partner with nurseries, garden stores, businesses, and youth.	I	II	III	Community Development, Water Resource Education Center Key Partners • Landscapers • Tree care providers • Volunteer coordinator • Urban Forestry • Solid Waste • Friends of Trees • Watershed Alliance • Greenway Sensitive Lands Team • DePave	Expansion of existing plans; budget appropriation or grant funds; strategic partnerships; creating new landscape beds with native plants; enlarging existing landscape beds and tree rings and applying arborist chips and/or compost 3-4 inches in depth; closed loop composting; 'leave the leaves'; remove impervious surfaces; replant	Soil analysis pre and post; acres amended (arborist chips or compost spread over landscape beds and tree rings); yards of arborist chips or compost applied; amount of turf converted; number/area of nature-scaped sites; acres of impervious surface removed/replanted

Strategy NS-2. Improve ecosystem resilience

This strategy will protect and support natural areas within the City.

Action Description	Timeframe			Lead & Key Partners	Method(s)	Metrics
	I	II	III			
6 Critical areas code enforcement Strengthen, revise, and enforce codes for critical areas, including fish and wildlife habitat conservation areas, frequently flooded areas, geologically hazardous areas, unstable slopes, and associated areas and ecosystems. Consider habitats that support culturally significant species (such as salmon) for additional protections.		II		Community Development and Public Works Key Partners • Urban Forestry • Stakeholders such as ecology and engineering firms, development community • Tree care providers/arborists • Landscapers	Increased staff capacity; code updates; stakeholder outreach; public outreach to parcels with critical areas	VMC code updated; outreach in critical area parcels; outreach to arborists and landscapers

Action Description	Timeframe			Lead & Key Partners	Method(s)	Metrics
	I	II	III			
7 Habitat restoration for new development Require private development to address habitat restoration issues onsite before development and explore options for enhanced requirements. This could include requiring new development to be visually compatible with the character of surrounding areas, and, where feasible, restoring and enhancing degraded areas adjacent to the property to create tree and wildlife corridors in new development. Evaluate tree and landscape codes to determine how to prioritize tree preservation and create landscape areas for native and climate-resilient large form trees.		II	III	Community Development Key Partners • Urban Forestry • Stakeholders such as ecology, engineering and landscape architect firms and development community.	Code evaluation and update; require TreeCAP participation; stakeholder outreach	VMC code updated; Outreach; increase in tree canopy over time
8 Tree canopy recommendations Consistent with Reside Vancouver and best practices to avoid green gentrification, implement the recommendations in the City's Tree Canopy Assessment (2021). Key recommendations include but are not limited to: • Leverage results of the assessment to promote the urban forest, including timely education, outreach, and decision support to budget for, fund, and implement urban forest monitoring, maintenance, and management. Consider establishing new short- and long-term canopy cover goals. • Use the urban tree canopy change data to identify areas to prioritize canopy expansion and street tree maintenance and equitably distribute healthy trees on public and private land, especially near impervious surfaces. • Develop new and continue existing outreach programs toward private landowners, focusing on low-canopy, underserved, and overburdened neighborhoods. This includes expanding the partnership with Friends of Trees and continuing to develop partnerships with community based organizations. • Use TreePlotter to identify areas in need of tree canopy and prioritize planting efforts based on key data (e.g., Tree Equity Score, the WA Health Disparities Map) and weighted scenarios to focus outreach, tree planting, and tree maintenance efforts in priority areas (e.g., low urban tree canopy, high possible planting area, and significant ability to improve air quality or reduce the urban heat island effect). (continued on next page)	I	II	III	Public Works—Urban Forestry Key Partners • Reside Vancouver, • Fourth Plain Forward • Friends of Trees, • Private property owners, • Urban Forestry Commission, • City departments (Parks, Recreation and Cultural Services, Public Works, Community Development)	Existing plan; public outreach; community revegetation projects	Number of plantings in overburdened communities; number of community enhancement projects in priority areas; TreeCAP participation; increase in tree canopy over time; volunteer engagement

Action Description	Timeframe			Lead & Key Partners	Method(s)	Metrics
	I	II	III			
8 (continued from previous page) - Require Silver Leaf achievement in the City's TreeCAP program, which sets a goal of 15% tree canopy cover for commercial development and 33% tree canopy cover for single-family residential development. Also require long-lived, drought-tolerant, climate-resilient native plantings and support retention of mature canopy where it already exists, using the code evaluation in the "habitat restoration for new development" and recommendations from the City's Tree Canopy Assessment (2021) to help prioritize the location of new plantings. - Explore the feasibility and impact of incentivizing Gold Leaf achievement in the City's TreeCAP program, which sets a goal of at least 17% tree canopy cover for commercial development and at least 35% tree canopy cover for single-family residential development. Incentives may include fee discounts or discounted trees to plant.						

Strategy NS-3. Conserve Water Resources

This strategy will ensure sufficient water supply and access to all Vancouver community members.

Action Description	Timeframe			Lead & Key Partners	Method(s)	Metrics
	I	II	III			
9 Community water conservation Implement the current (ca. 2022-2025) and future (2025+) demand-side Water Use Efficiency (WUE) Program measures. These measures are expected to reduce the average equivalent residential unit (ERU) annual water consumption by 1% per six years to achieve 200 gallons per day/ERU by 2025, then reduce peak-season residential per capita daily use by 2% in 2025 and beyond.	I	II		Public Works—Water Key Partners - Urban Forestry - Stakeholders such as ecology and engineering firms, development community - Tree care providers/arborists - Landscapers	Implementation of existing plan	ERU annual water consumption

Action Description		Timeframe			Lead & Key Partners	Method(s)	Metrics
		I	II	III			
10 Rainwater capture incentives Work with building owners to incentivize rainwater capture for reuse and construction or retrofits of stormwater flow control / infiltration facilities for residential and commercial buildings.			II		Community Development Key Partners - Environmental advocacy and educational groups (Watershed Alliance, Columbia Springs, Lower Columbia Nature Network) - Water Resources Education Center - Residential and commercial building owners	Stakeholder outreach; incentive program	Incentives created; incentives utilized
11 Lawn removal and drought tolerant landscaping incentives Establish incentives/rebates for drought-tolerant residential landscaping, removal of grass lawns with replacement by native and climate-resilient plantings, and efficient irrigation. Support community partners and nonprofits that do this work.			II		Community Development Key Partners - Environmental advocacy and educational groups (Watershed Alliance, Columbia Springs, Lower Columbia Nature Network) - Water Resources Education Center - Residential and commercial building owners	New program, expand TreeFund program; Nature Patch; Backyard Habitat Program	Number of participants; amount of turf converted; number of plants

Solid Waste & Wastewater



We will reduce per capita waste by diverting food to those who need it, and by reusing, repairing, recycling, and composting more. We will reduce per capita water usage and operate our wastewater treatment more efficiently.

Strategies and Actions

Strategy SW-1. Require recycling and organic material management

Require city-wide recycling and/or organics collection in a manner that will not economically or otherwise burden overburdened communities.

Actions	Impact	City Costs	Community Costs	Cost of Inaction	Benefits
1 Citywide composting & organics management	⚡⚡⚡			💰	🌱⚙️🤝⚖️🌐
2 Municipal recycling & composting				💰	🌱⚙️🤝⚖️🌐
3 Recycled materials markets				💰	🌱⚙️🤝⚖️🌐
4 Waste diversion community participation				💰	🌱⚙️🤝⚖️🌐
5 Construction & demolition incentives				💰	🌱⚙️🤝⚖️🌐

Strategy SW-2. Zero out wastewater emissions

Zero out emissions from wastewater treatment by incorporating enhanced energy efficiency, methane capture, and renewable fuels into new and existing systems.

Actions	Impact	City Costs	Community Costs	Cost of Inaction	Benefits
6 Solids management and resource recovery plan				💰	🌱⚙️🤝⚖️🌐

Key

- ⚡ = Quantified emissions reduction potential (L/M/H)
- 🌱 = Strong supporting action
- 💰 = Quantified costs (L/M/H)
- 💰 = High cost of inaction
- 🌱 = Highly affordable

- ⚙️ = Highly feasible
- 🤝 = Strong community support
- ⚖️ = Highly equitable
- 🌐 = Strong co-benefits

*Actions without any icons have not been evaluated

Implementation

Strategy SW-1. Require recycling and organic material management

This strategy will reduce the amount of materials sent to the landfill and encourage circular economy behaviors.

Action Description	Timeframe			Lead & Key Partners	Method(s)	Metrics
	I	II	III			
1 City-wide composting and organics management Require city-wide organics collection in compliance with WA HB 1799. Along with other organics management actions, reduce organic waste to landfill by 100% by 2030.	I			Public Works—Solid Waste Key Partners - Contracted hauler - Clark County Solid Waste	Adopt code	Number and percentage of eligible City customers; achieve metrics set by HB1799
2 Municipal recycling & composting Require food waste composting and glass and co-mingled recycling at City buildings.	I			Public Works—Solid Waste Key Partners - Contracted hauler - Leadership/points of contact at City facilities	Adopt code	Number of city facilities participating; number of employees; various service levels
3 Recycled materials markets Pursue regional partnerships to bolster the market for recycled materials to accommodate increased flows from implementation of waste diversion actions. This action may include eco-industrial development, in which a waste stream from one firm becomes the raw material for another, thus minimizing the use of raw materials.		II	III	Economic Prosperity & Housing Key Partners - Greater Vancouver Chamber of Commerce - Columbia River Economic Development Council - Port of Portland - Clark County Solid Waste	Conversations and partnerships with organizations representing local and regional businesses	Number of potential opportunities identified and pursued; examples of successful market opportunity developments

Timeframe: I = short-term; II = mid-term; III = long-term; all selected = ongoing

Action Description	Timeframe			Lead & Key Partners	Method(s)	Metrics
	I	II	III			
4 Waste diversion community participation Work with haulers, material recovery facility and transfer stations to increase and improve community participation in recycling and organics. Create incentives and disincentives for reducing contamination in recycling and organics loads in compliance with state mandates to improve quality materials.		II		Community Development Key Partners - Contracted and/or licensed haulers - Contracted yard debris vendors - Clark County Solid Waste	Existing programs from City and waste hauler	Percent of waste diverted; percent of contamination; implementation of City's Contamination Reduction Outreach Plan (CROP; required by Ecology); data on regional contamination efforts; percent tons delivered / diverted from spring and fall coupon programs and neighborhood cleanup events
5 Construction & demolition incentives Promote waste reduction from construction & demolition. This may include: - Promote deconstruction and recycling through City ordinance and/or incentives. - Lead by example: deconstruct municipal facilities that would normally be demolished and document as a case study to show how the environmental benefit contributes to sustainability goals and CAP 2.0. - Lead by example: construct new municipal facilities using Designs for Disassembly, which is a suite of principles that allow building components to be extracted from buildings in a reusable form.		II		Community Development	Green Building Policy development	Inclusion in green building policy

Strategy SW-2. Zero out wastewater emissions

This strategy will reduce emissions from wastewater treatment.

Action Description	Timeframe			Lead & Key Partners	Method(s)	Metrics
	I	II	III			
6 Solids management and resource recovery plan Develop a solids management and resource recovery plan for wastewater facilities to generate renewable energy and beneficial materials. Explore the possibility of incorporating diverted food and organic waste into wastewater facility solids processing.	I	II		Public Works—Wastewater Key Partners - Solid Waste - Local businesses affected by HB 1799	Incorporate into plans for scheduled facility upgrades/expansions	Facility design; completed plan

Equity & Green Economy



Vancouver will be a city that embeds equity in climate action, with regular assessments of community vulnerability, a comprehensive anti-displacement policy, and climate strategies and actions that prioritize an equitable distribution of costs and benefits. Through a just transition, Vancouver will be a city that educates and trains its workers for careers in clean technology, renewable energy, and electric vehicles.

Strategies and Actions

Strategy EQ-1. Enhance resilience of overburdened communities

Enhance resilience of populations disproportionately impacted by climate change and structural racism while proactively planning for and mitigating potential externalities of increased resilience. Implement the Capturing Momentum and Aspirational Packages of recommendations from Reside Vancouver, the City's comprehensive anti-displacement policy, to help those with low incomes stay in their homes and help those vulnerable to or experiencing homelessness to secure reliable affordable housing in locations that are not at risk of climate impacts such as increased flooding.

Actions	Impact	City Costs	Community Costs	Cost of Inaction	Benefits
1 Climate Community Advisors					    
2 Comprehensive climate risk assessment and adaptation plan					    
3 Hazard mitigation plan					    
4 Reside Vancouver implementation					    
5 Community safety hubs					    
6 Reserve funding for extreme weather events					    
7 Fossil fuel storage ban					    
8 Comprehensive outreach and education					    
9 Air conditioning and filtration retrofits					    

Key

-  = Quantified emissions reduction potential (L/M/H)
-  = Strong supporting action
-  = Quantified costs (L/M/H)
-  = High cost of inaction
-  = Highly affordable

-  = Highly feasible
-  = Strong community support
-  = Highly equitable
-  = Strong co-benefits

*Actions without any icons have not been evaluated

Strategy EQ-2. Build a more community-driven, circular economy

Reduce the carbon footprint of goods and services by building a community-driven economy to promote the reduction, reuse, and repair of goods and materials and expand downstream markets for waste products. Work with City economic development partners to support small- and mid-sized businesses in the transition to a local, green economy that ensures equitable distribution of benefits and impacts. Conduct outreach and provide resources to residents, business, schools, and community partners to improve our food system by limiting waste, promoting low-carbon diets, expanding community owned markets, and securing surplus food to food-insecure residents.

Actions		Impact	City Costs	Community Costs	Cost of Inaction	Benefits
10	Community-owned markets					    
11	Small business restructuring					    
12	Local repair and reuse					    
13	Support for repair industry					    
14	Food recovery and reuse					    

Strategy EQ-3. Support growth of the green technology workforce

Support more strategic implementation of the Comprehensive Economic Development Plan and Greater Portland Economic Development District Comprehensive Economic Development Strategy, specifically clean technology, solar energy and battery production, and manufacturing of EV parts/components. Implement workforce development and education programs that prioritize Vancouver's current and future green job opportunities, with a focus on overburdened communities, transit-dependent communities, those who were formerly incarcerated, and workers employed in energy-intensive trade-exposed industries. Workforce SW WA and the school district will be key partners.

Actions		Impact	City Costs	Community Costs	Cost of Inaction	Benefits
15	Green workforce development					    
16	Green commercial hubs					    
17	Green economy assessment					    
18	Community-led green economy prioritization					    

Implementation

Strategy EQ-1. Enhance resilience of overburdened communities

This strategy will ensure everyone in Vancouver, particularly overburdened communities, have the ability to adapt to climate impacts.

Action Description	Timeframe			Lead & Key Partners	Method(s)	Metrics
	I	II	III			
1 Climate Community Advisors Establish a Climate Community Advisors panel to provide ongoing guidance from marginalized, underrepresented, and frontline communities (i.e., overburdened communities) on the equitable implementation of the CAP. When establishing and operating the panel, prioritize: • Building trusting, working relationships and provide meaningful opportunities for community members to participate. • Encouraging participation from younger residents. • Creating stipends or funding for participants or community-based organizations (CBOs) to support organization capacity.	I	II	III	CMO Key Partners • Environmental education organizations and programs (such as Water Resources Education Center, EarthGen, Watershed Alliance, Camp Hope, Clark County Green Schools, Outdoor Afro, etc.) • Local high schools and colleges • Groups representing BIPOC communities (such as NAYA, NAACP, Boys and Girls Club of SW WA, LULAC, Latino Community Resource Group)	Public outreach, research, and development of panel structure, bylaws, and mission; additional staff capacity to manage and oversee	Established panel with framework/ bylaws, roster, and schedule; number of active members; diversity of communities represented
2 Comprehensive climate risk assessment and adaptation plan Conduct a comprehensive climate vulnerability assessment to identify the city's climate-vulnerable populations and high-priority areas for implementation of CAP actions. Include in the assessment the climate vulnerability of: • Building code standards. • Hazardous waste and industrial sites. • Transit system (e.g. vulnerability to infrastructure, operators/ employees, and riders). • Areas of the city that flood more (impacts to business and emergency services).		II		General Services—Emergency Management Key Partners • Community Development • C-TRAN • Clark County • CRESA	Code standards assessment, revision, and expansion of the Natural Hazard Mitigation Plan; assessment of key transit locations, stops, and destinations	Completed/ updated plan; assessment of climate-vulnerable populations
3 Hazard mitigation plan Review the City's Natural Hazard Mitigation Plan to ensure that risks from climate-related hazards are adequately addressed.		II		General Services—Emergency Management Key Partners • Clark County • CRESA	Update of Natural Hazard Mitigation Plan	Completed plan

• Timeframe: I = short-term; II = mid-term; III = long-term; all selected = ongoing

		Timeframe			Lead & Key Partners	Method(s)	Metrics
Action Description		I	II	III			
4 Reside Vancouver implementation Implement the Capturing Momentum and Aspirational Packages of recommendations from Reside Vancouver, the City's comprehensive anti-displacement policy, to help those with low incomes stay in their homes and those vulnerable to or experiencing homelessness to secure reliable affordable housing in locations that are not vulnerable to climate impacts such as increased flooding.		I	II	III	Community Development Key Partners - Central Vancouver neighborhoods - Fourth Plain Forward - Housing providers - Workforce development agencies - Advocacy organizations representing BIPOC and low-income residents - Educational institutions	Implementation of plan; continued community engagement; strategic partnerships on workforce development; affordable housing development	Comparative rental rate increases; number of homes affordable to low- and moderate-individuals; number of workforce development programs
5 Community safety hubs Identify & sustain community safety hubs for use during extreme weather events (e.g., schools, religious institutions). This includes: - Develop agreements with city community centers, public partners, and public schools to serve as community centers (e.g. self-generated power, earthquake resistance, resource storage, resilience hubs). - Provide access to pre-determined emergency shelter locations to unhoused residents during heat waves, periods of unhealthy air quality, and extreme weather events - Provide maps and other directions for how to get to disaster shelters via public transit. - Conduct a community needs assessment for how to reach vulnerable populations during extreme climate events.		I	II	III	General Services—Emergency Management Key Partners - Communications - Neighborhood Liaisons - Community Development - Parks - Clark County - CRESA - C-TRAN - Vancouver Public Schools - Regional public partners - Faith-based organizations - Clark County shelter and housing organizations	Public outreach, developing strategic partnerships, agreements	List and map of designated community safety hubs; agreement with hub locations to provide specified services; maps and directions for each location (for public distribution); contact information for each hub; completed community needs assessment for reaching vulnerable populations
6 Reserve funding for extreme weather events Develop reserve funding for extreme weather events in the City of Vancouver that includes health & emergency services for climate-vulnerable populations (e.g. low-income, unhoused).			II	III	General Services—Emergency Management Key Partners - CRESA - Clark PUD	Reserve funding	Fund established
7 Fossil fuel storage ban Ban new fossil fuel storage in areas vulnerable to climate impacts and in areas defined as overburdened by the Washington Environmental Health Disparities Map and/or Environmental Justice Taskforce.			II		Community Development Key Partners - Development industry - Construction industry	Policy language development; stakeholder engagement; incorporation of policy into City's Green Building Policy	Successful inclusion of policy language into City's Green Building Policy

Action Description		Timeframe			Lead & Key Partners	Method(s)	Metrics
		I	II	III			
8	Comprehensive outreach and education Develop education and outreach programs and materials for key initiatives. These include: - Transportation initiatives related to reducing emissions and community mobility. - In partnership with Clark County Green Schools and EarthGen (formerly Washington Green Schools), develop curriculum that brings students into the process of making their school and grounds climate resilient. - Educate community on importance of local, native, and drought-tolerant habitats and planting and proper landscape maintenance techniques. - Continue to provide education and outreach around water conservation through the City's Water Resources Education Center.	I	II	III	Resources Education Center Key Partners - City departments: Solid Waste, Communications, City Manager's Office, Community Development - Environmental education organizations (EarthGen, Clark County Green Schools, Columbia Springs) - Local schools and colleges - Public libraries	New content for existing programs; strategic partnerships; grant funding/ direct support/ contracted services with partner organizations	Number of programs developed or updated; number of Vancouver residents reached through educational programs
9	Air conditioning & filtration retrofits Support home retrofit programs to equip low-income residents with air conditioning, air filtration systems, energy back-up systems, and other resilience-building features. Work with partners such as Clark PUD.	I	II		Economic Prosperity & Housing Key Partners - Clark PUD - Southwest WA Clean Air Agency - Affordable housing providers	Grant funding, small grant programs; direct support to partners working with low-income residents	Number of households provided with retrofits

Strategy EQ-2. Build a more community-driven, circular economy

This strategy will uplift local businesses and community partners to transition to a green economy.

Action Description	Timeframe			Lead & Key Partners	Method(s)	Metrics
	I	II	III			
10 Community-owned markets Expand community-owned markets and spaces (e.g., food co-ops, farmers markets) and urban agriculture to support local food sovereignty. This action may also reduce transportation emissions from non-local food. As part of the expansion: - Account for vulnerabilities in the regional/national food production system. - Partner with nonprofits, low-income communities, and overburdened communities to prioritize fresh, healthy food for those who are food-insecure. - Establish food hubs to distribute locally produced food. - Incentivize restaurants to recycle food waste.		II		Economic Prosperity & Housing Key Partners - Communications—Neighborhood Involvement - Parks - Neighborhood associations - Vancouver Farmers Market	Strategic partnerships, small grants; identify new locations for community garden opportunities; support for existing gardens	Number of new community markets; number of community gardens; % of residents within walking distance of a farmers market
11 Small business restructuring Support small business restructuring for the green economy, with a focus on service and hospitality to recover from COVID-19. This may include: - Encourage private businesses to identify and address climate vulnerabilities to their business, including personnel (long and short term). - Partner with existing businesses to develop materials and incentives to reduce their carbon footprints (e.g., transit subsidies, environmentally preferable purchasing program toolkits, and climate action grant programs).	I	II		Economic Prosperity & Housing Key Partners - Local economic development organizations and business associations - Workforce development agencies	Work through existing economic development programs; strategic partnerships with local economic development organizations to identify business needs	Number of businesses contacted about climate adaptation/restructuring needs; presentations or meetings with local economic development organizations about business climate adaptation needs

Action Description		Timeframe			Lead & Key Partners	Method(s)	Metrics
		I	II	III			
12	Local repair and reuse Encourage and support collaborative consumption across the community. This may include: • Implement mini-grant programs to support “collaborative consumption” community projects like tool libraries and repair cafes. • Locate tool-lending, repair workshops, and similar activities in public spaces. • Work with local and regional partners to conduct a public education and outreach campaign around local options for collaborative consumption options (e.g., tool-lending libraries, car share, and swap events). • Explore the potential for onsite community partnership programming to teach repair skills.		II	III	Economic Prosperity & Housing <i>Key Partners</i> • Communications—Office of Neighborhoods • Repair Clark County (Columbia Springs) • Neighborhood and local business associations	Mini-grants program where interested neighborhoods and community groups could apply for support; support partner organizations who do work in this area	Number of annual repair workshops; number of tool lending libraries
13	Support for repair industry Expand economic development strategies and tools, such as grants and incentives, to retain industrial and repair industry businesses. This may include partnering with local organizations to support job training for repair of common tools and equipment.	I	II	III	Economic Prosperity & Housing <i>Key Partners</i> • Repair Clark County (Columbia Springs) • Local economic development organizations and business associations • Workforce development agencies	Expansion of existing programs; small grants programs	Inventory of industrial and repair-oriented businesses in Vancouver
14	Food recovery and reuse Support a food donation program for grocery stores to rescue surplus food. Establish a robust food recovery program to support community members and protect against disruptions, including working with food rescue organizations and commercial kitchens and using guidance from the Department of Ecology’s Use Food Well Plan .		II		CMO <i>Key Partners</i> • Vancouver School District	Existing guidance; strategic partnerships	Established food recovery program

Strategy EQ-3. Support growth of the green technology workforce

This strategy will encourage green jobs and reduce employee commute emissions.

Action Description	Timeframe			Lead & Key Partners	Method(s)	Metrics
	I	II	III			
15 Green workforce development Implement workforce development and education programs that advance Vancouver's current and future green job opportunities. This may include: • Develop meaningful and equitable workforce programs within new re-use markets (e.g., provide training for repair clinics, food donation/transportation programs, etc.). • Explore ways to establish a local hiring preference for green jobs and jobs that reduce climate risks in Vancouver. • Work with local and regional partners to develop and promote internship and apprenticeship programs in the green economy.		II	III	Economic Prosperity & Housing Key Partners • Local economic development organizations and business associations • Workforce development agencies • Local high schools, community colleges, and apprenticeship programs • Trade union associations	Strategic partnerships; support existing workforce development programs; raise awareness of trade careers among young people; review environmental purchasing policy for hiring preferences	Stakeholder meetings convened; number of local graduating students interested in pursuing green trades; number of apprenticeship programs that include training in specialized skills with climate benefits
16 Green commercial hubs In alignment with City and regional economic development efforts, explore the potential of small green commercial hubs—which are clusters of sustainable local business—in neighborhoods that will promote the local green economy and compact, walkable communities.		II		Economic Prosperity & Housing Key Partners • Communications • Local business and neighborhood associations	Stakeholder outreach; strategic partnerships	Number of hubs and affiliated businesses
17 Green economy assessment In alignment with City and regional economic development efforts, work with partners in higher education and elsewhere to inventory and evaluate green economy innovations to determine which are aligned with the city's vision, goals, and capacity. These may include research centers for clean energy, water, manufacturing, and technology, as well as other endeavors.		II	III	Economic Prosperity & Housing Key Partners • Local colleges/universities • Regional and local economic development organizations • Local business associations	Assessment; strategic partnerships	Completed assessment

Action Description	Timeframe			Lead & Key Partners	Method(s)	Metrics
	I	II	III			
18 Community-led green economy prioritization In alignment with City and regional economic development efforts, with community stakeholders and partners, conduct a study and host a community conversation to identify threats to current industries, opportunities for new green businesses and industries, and areas that need support. Then, work with regional partners to support business and non-governmental organizational efforts to participate in the green economy. This may include: • Roundtables focused on green economy strategies • Business continuity planning and exercises, especially transitions to greener practices and industries • A “green economy guide” and other education campaigns focused on the opportunities a circular economy provides • Recognition program for green economy innovation • Create strategies to encourage sustainable tourism		II	III	Economic Prosperity & Housing Key Partners • Regional and local economic development organizations • Local business associations • Port of Vancouver	Community-based assessment; strategic partnerships; regional economic study	Completed study

City Governance



Vancouver will be a city that embeds climate change in everything we do. We will ensure that staff are knowledgeable and empowered to make sustainable decisions and there is adequate permanent funding to make our low-emissions, resilient vision a reality.

Strategies and Actions

Strategy GOV-1. Mainstream sustainability at the City, including staff capacity

Prioritize and institutionalize equitable social, economic, and environmental sustainability across City activities, annual budgeting processes, decision making, and CAP implementation. This will empower staff. Improve City staff knowledge of and capacity for their role in climate action. Identify and secure adequate permanent funding for successful and equitable CAP implementation.

Actions	Impact	City Costs	Community Costs	Cost of Inaction	Benefits
1 Critical staff capacity				🔑	💰 ⚙️ 🤝 ⚖️ 🌱
2 Climate priority declaration					💰 ⚙️ 🤝 ⚖️ 🌱
3 Regular updates of GHG inventory and CAP strategies				🔑	💰 ⚙️ 🤝 ⚖️ 🌱
4 Environmentally Preferable Purchasing (EPP) policy				🔑	💰 ⚙️ 🤝 ⚖️ 🌱
5 Expedited permitting for sustainability projects				🔑	💰 ⚙️ 🤝 ⚖️ 🌱
6 Reduce vehicle trips by municipal employees				🔑	💰 ⚙️ 🤝 ⚖️ 🌱
7 City Green Teams					
8 Municipal energy fund					

Key

- ⚡ = Quantified emissions reduction potential (L/M/H)
- ⊙ = Strong supporting action
- \$ = Quantified costs (L/M/H)
- 🔑 = High cost of inaction
- 💰 = Highly affordable

- ⚙️ = Highly feasible
- 🤝 = Strong community support
- ⚖️ = Highly equitable
- 🌱 = Strong co-benefits

*Actions without any icons have not been evaluated

Implementation

Strategy GOV-1. Mainstream sustainability at the City, including staff capacity

This strategy will empower staff and institutionalize sustainable City government operations.

Action Description	Timeframe ¹			Lead & Key Partners	Method(s)	Metrics
	I	II	III			
1 Critical staff capacity Build critical staff capacity to support CAP development and implementation. This includes: - Evaluate needed staff capacity and if needed, hire additional staff to implement the goals and strategies of the CAP. - Provide education on City's CAP for new hires during onboarding process.	I			CMO Key Partners Human Resources	Budget request; developing training modules for new employees; incorporating training modules into onboarding process	Number of FTE added to CAP work; number of internships and fellowships; % of new employees completing CAP training modules
2 Climate priority declaration Release a climate priority declaration.	I			CMO Key Partners - City Council - Legal	City resolution	Adopted resolution
3 Regular updates of GHG inventory and CAP strategies Conduct a GHG Emissions Inventory update every 4 years. The updated GHG emissions inventory will be used to: - Evaluate progress towards goals and adjust CAP strategies accordingly. - Provide an opportunity to modify CAP based on changing conditions and new technology.	I	II	III	CMO Key Partners - Community stakeholders - Climate Community Advisory panel (if formed)	Conduct updates of GHG inventories; community engagement, assessment of existing plan's effectiveness	GHG and CAP updates completed on schedule
4 Environmentally Preferable Purchasing program Develop and enforce a City of Vancouver environmentally preferable purchasing policy (EPP). This may include: - Considering life-cycle costing as part of cost comparisons. - Promote local purchasing to support local businesses and reduce GHG emissions from transportation and distribution. - Require energy and water efficiency as a primary consideration for all future purchasing decisions. - Develop template language that staff can use when writing purchase requests and Requests for Proposals (RFPs).	I			Finance—Procurement Key Partners - Public Works - General Services - Parks - Recreation - Cultural Services - Police - Fire	Best practices review; engagement with City departments; development of policy; education on new policy implementation	Completed policy document; completed trainings on policy implementation for City staff
5 Expedited permitting for sustainability projects Expedite permitting for sustainable projects across all sectors, with a priority on the high-emissions transportation and building sectors (e.g., implementation of energy storage infrastructure).		II		Community Development—Development Review	Code update	Updated code

¹ Timeframe: I = short-term; II = mid-term; III = long-term; all selected = ongoing

Action Description	Timeframe ¹			Lead & Key Partners	Method(s)	Metrics
	I	II	III			
6 Reduce vehicle trips by municipal employees Promote, accommodate, and incentivize carpooling, vanpooling, and telecommuting amongst City employees to reduce driving commute trips, especially drive-alone. Expand telecommute and flexible schedules for City employees.	I	II	III	Human Resources	TDM best practices; staff engagement	Percent of City staff using alternate transportation; percent of staff reducing driving through telecommuting or flexible schedules; number of employees taking advantage of commuter benefits
7 City green teams Create a “Green Teams” program to support City staff in leading sustainability initiatives in their departments or building.	I			CMO Key Partners • City departments: Buildings, Facilities	Establish goals and structure for new program; identify and convene interested participants from each department	Established Green Teams program; number of participating departments and buildings
8 Municipal energy fund Establish a municipal energy fund to create a self-sustaining source of funds for investing in energy-efficient municipal operations.		II		General Facilities	Evaluation of potential funding sources; budget allocation	Established municipal energy fund; number of projects funded per year via the fund

What We're Doing Next

This CAP will serve as a cohesive guide to help Vancouver meet its goals to reach carbon neutrality and to strengthen the overall resilience of our communities. To be successful, we will:

- **Make equity a guiding principle of implementation.** We will only be as successful as the most vulnerable in our community, and it will be essential that equity and a just transition guide everything we do.
- **Ensure alignment across City initiatives.** To bolster synergies with and maximize impacts of ongoing City planning programs efforts, CAP actions must align with, and in some cases be incorporated into, the Comprehensive Plan, Transportation System Plan, and other City efforts. This will help ensure a coordinated, efficient approach to climate action.
- **Maintain effective CAP governance.** As we formalize climate action across the city, we will establish and maintain clear roles and responsibilities for departmental executives, departmental CAP leads and support staff, and the City Manager's Office. We will also define policies, procedures, and guidance for CAP implementation and oversight. To ensure we are making tangible progress towards achieving carbon neutrality, this must include an integrated and efficient measuring, tracking, and reporting process.
- **Support an informed and decisive City Council.** The pace and scale of climate change and available climate solutions continue to accelerate. It is essential that our elected leaders have the information they need to make informed decisions about CAP implementation.



With these guiding principles and best practices in mind, our immediate next steps are to:

- **Continue to implement the Early Action Package.** CAP actions are designed to build from a successful Early Action Package.
- **Gather implementation guidance from stakeholders and communities and solidify a long-term community engagement strategy.** Continued collaboration and engagement with the City Council and staff, community and business leaders and partners, and the public will be key to effective implementation. We will engage impacted communities and stakeholders prior to administrative action and City Council deliberation. We will also prioritize engagement with overburdened communities, consistent with just transition principles such as self-determination. By focusing on a just transition, we will also ensure that equity guides strategic, meaningful implementation of CAP actions.
- **Assess climate risks.** The CAP process did not include a formal assessment of climate vulnerability and risk. The assessment will equip the City with an understanding of who and what are most vulnerable to the specific climate impacts in the Vancouver area, so we can ensure resilience actions are focused on the most vulnerable communities and sectors. While resilience actions in the CAP are based on community input, best available science, and City staff knowledge, they will need revisiting following completion of the climate risk assessment.
- **Build personnel and funding capacity.** Development of the CAP has shown that the personnel and funding capacity recommended in the Early Action Package are likely insufficient to reach Vancouver's carbon neutrality goals. Given the opportunities presented by the federal infrastructure bill, near-term action to expand staff capacity and bring in CAP funding is a priority.



Endnotes

- [1] The Intergovernmental Panel on Climate Change’s [6th Assessment Report](#) is clear that immediate, significant global action can stem the worst impacts of climate change. In particular, we need to reach carbon neutrality—where the GHG emissions released to the atmosphere are balanced by removing or storing the same amount of carbon—by mid-century.
- [2] Key state and federal standards include federal fuel efficiency standards and several state policies: the Clean Energy Transformation Act (CETA), which requires Washington’s electric utilities to be 100% carbon-free by 2045; the Clean Buildings Performance Standard, which requires large commercial and multi-family buildings to reduce their energy use intensity 15% and provide EV charging capability on-site at new buildings; the state building code which requires a 70% reduction in annual net energy consumption for new construction; the Clean Fuel Standard, which requires a 20% reduction in the carbon intensity of fuels by 2038; HB 1287 requiring EV charging capability for new single-family construction by 2024; and the Climate Commitment Act, which places an economy-wide cap on carbon, requires a 45% reduction in emissions by 2030, and requires a 95% reduction in emissions and net-zero by 2050 (consistent with best available science).

DRAFT

Appendix

Summary of Estimated Emissions Reductions and Costs of Key Actions

Estimated Emissions Reductions

We modeled estimated emissions reductions for key actions in the buildings & energy, transportation & land use, and natural systems focus areas. We selected these actions for modeling because they were likely to be impactful, were of interest to members of the stakeholder advisory group, and were able to reliably be modeled with available data.

Summary of Estimated Emissions Reductions from Key Actions through 2040

Strategy Name	Action Number	Action Name	H/M/L	Estimated Emissions Reduction by 2040 (MT CO _{2e})	Rank	% of Total Estimated Emissions Reductions
Decarbonize and electrify vehicles	TLU3.23	Medium- and heavy-duty truck decarbonization	H	567,412	1	12%
Require recycling and organic material management	MC1.1	Reduce organic waste to landfill	H	528,880	2	11%
Decarbonize and electrify vehicles	TLU3.20	EV infrastructure plan	H	527,560	3	11%
Decarbonize homes, businesses, and other buildings	BE2.17	Natural gas carbon intensity	H	442,579	4	9%
Increase carbon storage in trees, vegetation, and soil	NS1.1	Native & climate-resilient planting in municipal projects	H	356,789	5	7%
Decarbonize homes, businesses, and other buildings	BE2.12	Commercial building electrification incentives	H	339,825	6	7%
Decarbonize homes, businesses, and other buildings	BE2.11	Home electrification incentives	H	276,994	7	6%
Decarbonize and electrify vehicles	TLU3.22	Electric vehicle advocacy & education	H	263,780	8	5%
Shift driving trips to clean, active modes of transportation	TLU2.11	Transportation demand management requirements	H	227,556	9	5%
Decarbonize and electrify vehicles	TLU3.21	EV charging requirements	H	211,024	10	4%
Increase carbon storage in trees, vegetation, and soil	NS1.2	Native & climate-resilient planting in private projects	H	203,880	11	4%
Shift driving trips to clean, active modes of transportation	TLU2.9	Transit ridership improvements	H	183,557	12	4%
Decarbonize homes, businesses, and other buildings	BE2.18	Contractor training for electric transition	H	166,107	13	3%

Strategy Name	Action Number	Action Name	H/M/L	Estimated Emissions Reduction by 2040 (MT CO ₂ e)	Rank	% of Total Estimated Emissions Reductions
Shift driving trips to clean, active modes of transportation	TLU2.8	Improved pedestrian infrastructure	M	100,665	14	2%
Decarbonize homes, businesses, and other buildings	BE2.15	All-electric reach code for new development	M	85,719	15	2%
Increase use and storage of renewable energy while reducing consumption	BE1.2	Energy upgrades for existing commercial buildings	M	82,019	16	2%
Increase use and storage of renewable energy while reducing consumption	BE1.1	Community energy efficiency incentives	M	51,626	17	1%
Decarbonize homes, businesses, and other buildings	BE2.16	All-electric reach code for existing buildings at point-of-sale	M	50,526	18	1%
Decarbonize homes, businesses, and other buildings	BE2.14	All-electric incentives for new development	L	35,312	19	1%
Increase use and storage of renewable energy while reducing consumption	BE1.5	100% renewable energy for municipal buildings	L	34,232	20	1%
Create neighborhoods that support clean modes of transportation	TLU1.2	Sustainable Neighborhood-Scale Development	L	31,138	21	1%
Create neighborhoods that support clean modes of transportation	TLU1.1	Mixed use development	L	30,730	22	1%
Decarbonize and electrify vehicles	TLU3.24	Transit & waste collection fleet electrification	L	14,502	23	0%
Increase carbon storage in trees, vegetation, and soil	NS1.4	Carbon sequestration on public lands	L	12,120	24	0%
Shift driving trips to clean, active modes of transportation	TLU2.10	Driving trip reduction for local schools	L	11,428	25	0%
Increase carbon storage in trees, vegetation, and soil	NS1.5	Carbon sequestration on private lands	L	10,507	26	0%
Increase use and storage of renewable energy while reducing consumption	BE1.3	Clean energy financing	L	6,607	27	0%
Increase use and storage of renewable energy while reducing consumption	BE1.4	Solar incentives	L	6,607	28	0%
Increase use and storage of renewable energy while reducing consumption	BE1.6	Natural gas demand management	L	89	29	0%
Cumulative CAP reductions by 2040				4,859,773		100%

Estimated Costs

We modeled the costs to the City, costs to the community, and the cost of inaction of the top 10 most impactful actions reported at the December 2021 stakeholder advisory meeting.

Definitions

Action Number:	Refers to the strategy number and action number within each focus area.
NPV:	Net present value using a 3% discount rate. Negative numbers are cost savings, shown in green font .
Costs to City:	Refers to estimated costs incurred by the City of Vancouver.
Costs to Community:	Refers to estimated costs incurred by city partners and stakeholders such as C-TRAN, Clark PUD, NW Natural, and others.
Cost of inaction:	Based on the Washington Utilities & Transportation Commission (UTC) social cost of carbon of \$84 for the year 2025 (in 2020 dollars), which is midway between 2020 and the interim target of 2030.
Rating:	Costs are rated high , medium , or low . The table is organized from the highest to lowest per capita NPV community costs.

Summary of Estimated Costs of Key Actions through 2040

Strategy Name	Action Number	Action Name	NPV Costs to City	Per Capita NPV Community Costs	Cost of Inaction
Shift driving trips to clean, active modes of transportation	TLU2.9	Transit ridership improvements	\$133,529	\$2,940	\$11,527,597
Decarbonize homes, businesses, and other buildings	BE2.11	Home electrification incentives	\$32,309,531	\$690	\$18,054,428
Decarbonize homes, businesses, and other buildings	BE2.18	Contractor training for electric transition	\$25,670,687	\$368	\$10,815,122
Decarbonize homes, businesses, and other buildings	BE2.12	Commercial building electrification incentives	\$7,784,366	\$360	\$22,156,751
Decarbonize homes, businesses, and other buildings	BE2.17	Natural gas carbon intensity	\$32,098	\$37*	\$28,728,445
Decarbonize and electrify vehicles	TLU3.20	EV infrastructure plan	\$34,691,084	\$30	\$33,951,036
Increase carbon storage in trees, vegetation, and soil	NS1.2	Native & climate-resilient planting in private projects	\$716,190	\$9	\$13,063,602
Require recycling & organic material management	SW1.1	City-wide composting and organics management	\$15,630,814	\$0	\$34,482,703
Increase carbon storage in trees, vegetation, and soil	NS1.1	Native & climate-resilient planting in municipal projects	\$5,972,847	\$0	\$22,861,304
Decarbonize and electrify vehicles	TLU3.23	Medium- and heavy-duty truck decarbonization	\$267,059	(\$226)	\$35,439,484
Decarbonize and electrify vehicles	TLU3.22	Electric vehicle advocacy & education	\$25,735,126	(\$546)	\$16,975,518
Shift driving trips to clean, active modes of transportation	TLU2.11	Transportation demand management requirements	\$407,665	(\$671)	\$15,175,803
Decarbonize and electrify vehicles	TLU3.21	EV charging requirements	\$73,260	(\$1,780)	\$13,580,415
Total			\$149,424,255	\$1,211	\$277,514,238
Average per year			\$7,864,434	\$64	\$15,417,458
Average FTE requirement			2.66		

*Pending cost estimates from NW Natural



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45	Diversified Energy	Henry Harbert	vireo@reagan.com
46	Diversified Energy	unknown	swim.vhair@themac.com
47	Preserving a path for ownership, zoning and code updates to allow for housing with higher walkability scores, power grid updates, cost of retrofitting electrification, evaluate the CAP through the lense of accessible housing	Noelle Lovern	noelle@biaofclarkcounty.org
50	Diversified Energy & Urban Forestry	Aaron Helmes - BIA Clark Co. Connie Bovee - CCAR Tamara Fuller - GVC Steve Kenny - ICC Cyndi Holloway - SWCA Noelle Lovern - BIA Clark Co. Jo Ann Johnston - CCAR John McDonagh - GVC Ron Arp - ICC Sherrie Jones - SWCA	sean@iccbusiness.org
54	Various Topics: Diversify Energy, Tree Canopy, Adding community partners, energy scorecards, set aside spaces for park and ride facilities	Peter Fels	plfels@gmail.com
57	Get more specific with the CAP goals and actions, CAP should include a process and timeline, Vancouver will not reduce GHG emissions in the city by participating in NWN's Smart Energy Program. That participation shouldn't be in the CAP.	Nancy Helget	felget@comcast.net
60	Urban Forestry	Jayne Haygood	Jayneehaygood@icloud.com

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63	Water Conservation & Terraforming	Adam Aguilera	adam.aguilera@gmail.com
65	Diversified Energy & Urban Forestry	Don Steinke	crvancouverusa@gmail.com
71	No to Electric Cars dependent on EV batteries	Katherine Worsley	katheworsley@gmail.com
73	Don't support CAP	Frank Keeler	ftkeeler@yahoo.com
74	Zero Diesel Emissions System	Dave Malland	dvmlam@yahoo.com
75	City of Eugene transitions off of gas in homes and buildings	Press Release (Cathryn Chudy)	
78	Change of language in proposed plan	NW Natural - Nelson Holmberg, Community Affairs & Customer Acquisition Manager, Clark County	nelson.holmberg@nwnatural.com
81	Language changes & de-prioritizing Fracked gas	Alliance for Community Engagement - Heidi Cody, Cathryn Chudy, and Rebecca Ponzio	hcodystudio@gmail.com
83	No to endorsing NWN Smart Energy program	Cathryn Chudy	chudyca@gmail.com
85	Hydrogen is not suitable as a solution to decarbonize buildings	Cathryn Chudy	chudyca@gmail.com
90	Recommened Diet change to reduce methane gas	Tracy Ceravolo	cyclwomn@yahoo.com
91	Support the removal of gas lines to residential houses	Tracy Ceravolo	cyclwomn@yahoo.com
92	Please take strong, swift action	Therese Livella	harvestofpeace@yahoo.com
93	Support	Heidi Cody	hcodystudio@gmail.com
94	Various topics: code innovation for carbon sequestration, composting, vegetated roofs, sunthetic fertilizers, de-paving, address deep energy retrofits	Thomas and Jenna Curtis	tc63@hotmail.com

From: [Albert Sze](#)
To: [City of Vancouver - Office of the City Manager](#); [City Council](#)
Subject: Comment for July 29, 2022 meeting
Date: Saturday, July 23, 2022 4:22:34 PM

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Gas distribution system is below grade and is a lot safer from any kind of attacks or interference from weather, fire, down trees etc. The further we should go is all electrical with gas fired backup generator. It is unsafe for old folks like me that may require equipment to operate 24/7 to keep alive.

Thank you for listening

Albert Sze

From: [MICHAEL AND ANITA SHAW](#)
To: [City of Vancouver - Office of the City Manager](#); [City Council](#)
Subject: Comments for August 8 Council Workshop
Date: Sunday, July 24, 2022 7:52:25 PM

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We need a diversified energy system. Natural gas should be an important part of that. Thank you. Anita Shaw

From: adonnely7@comcast.net
To: [City Council](#)
Subject: Climate Action Plan - Comments
Date: Wednesday, July 27, 2022 1:55:22 PM

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To our friends the members of the City Council:

Thank you for this opportunity to comment on your Climate Action Plan. We especially want to address the proposed restrictions on the uses of fossil fuels, such as banning the addition of natural gas service to new homes and other new facilities in the city (potentially also including future annexations).

Daily events constantly remind us that limiting our energy delivery system (electricity + natural gas) during these times is unwise and could lead to near-term or future risks to reliability and cost.

Today's Columbian (July 27) tells us: "Heat wave washes over Northwest," and "fuel bills squeeze services." Brief power outages occurred in Vancouver on July 26 and now again on July 27. These are warnings. Don't take our reliable, affordable supplies of various forms of energy (heating, cooling, cooking, hot water) for granted.

The reliable systems we have now are the results of decades of planning by utilities, private energy companies, policy makers, and governments to create a robust, diversified resource portfolio. The consumer has paid for it. To consider eliminating any one major element – in this case, the proposed elimination of natural gas – is to put a system in which the consumer has invested billions over the years, at risk.

Another headline today: "Vancouver housing situation grows dire...too few affordable units." When the City of Vancouver places another regulation on the construction of new units for living or business, what will happen to costs? With a one-source system (electricity only) costs will go up and reliability down. We already hear from builders how expensive each unit is partly due to regulatory compliance.

I have talked to a number of restaurant owners who are appalled at the idea of eliminating natural gas service. Electricity and natural gas have significant differences. Each does certain things well, but neither can substitute perfectly for the other, nor can either take on the load for both without significant new investment that would then flow into consumer costs. I'm sure you would not take this step of eliminating natural gas service without consulting with the owners at Elements, Amaro's Table, DosAlas, or our many wonderful coffee houses!

Even more vulnerable are the many senior care facilities. A less reliable electricity system, and a lack of choice of technologies just adds more cost and risk to their already overwhelming challenges. The same could be said of schools, health care facilities, and law enforcement, as costs and stresses escalate. These customers truly rely on their utilities to put their daily welfare first.

A restriction on a tested energy technology – natural gas – is poorly timed. Billions and now trillions are being spent in the public and private sectors to find better solutions to add to our energy mix. These investments will take a decade or more to reach fruition or to be weeded out. As new environmentally beneficial technologies are developed over the coming decades, they need to be thoroughly tested for the purposes and scale to which they are proposed. Then, once they become affordable and reliable, but not before, they can be incorporated into the resource portfolio.

Thank you for your attention and consideration.

Ann and Michael Donnelly
4305 Oregon Drive
Vancouver WA 98661
Adonnelly7@comcast.net (360 921 1281)

From: [Audrey Carlson](#)
To: [City of Vancouver - Office of the City Manager](#); [City Council](#)
Subject: Comments for August 8 Council Workshop
Date: Saturday, July 23, 2022 9:55:45 AM

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I would like to ask that our natural resource of natural gas, remain in place. While the intent may be good to try to make things better, cutting out natural gas is not a good idea. It is a very long term idea at best. Most of the world uses gas, and coal and trying to cut it out so quickly in our own living environment will create nothing but huge problems in the short and long term for us. These problems will come at a huge cost, and and added unneeded discomfort to our citizens. All of us are currently bearing a huge burden of cost with the inflation, and other costs that have been placed on us. It has been proven in various states in our country, that this new green deal and effort isn't cost effect, successful, productive, or needed. Yet you continue to push it. We have plenty of resources to maintain what our citizens need for a very long time, and at a very reasonable cost. Cutting out our natural gas needs to be tabled for a time in the very far future, and not be placed as a burden on the tax payers at the present time.

Thank you.

From: [Bradd Hill](#)
To: [City of Vancouver - Office of the City Manager](#); [City Council](#)
Subject: Comments for August 8 Council Workshop
Date: Saturday, July 23, 2022 8:16:21 AM

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Vancouver needs multiple sources of power! Living with only electricity, until we have nuclear power as backup, will not give us the reliability that we need. We need natural gas to provide reliability and stability!!

Bradd Hill

4116 SE 178th Ct, Vancouver, WA 98683

From: [Caleb Cook](#)
To: [City of Vancouver - Office of the City Manager](#); [City Council](#)
Subject: Comments for August 8 Council Workshop
Date: Monday, July 25, 2022 12:41:35 PM

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Dear City of Vancouver.

If we want to convert to an all electric infrastructure, I'm OK with that IF we are using renewable resources. Wind, Solar, Hydro etc. I'm even pro Nuclear. However, since we are getting 1/3 of our power in Clark County from the Natural Gas Fired River Road Generating Plant (RRGP) where are we going to get this power from if we remove Natural Gas?

As we move to a more electric car fleet around the state, we will need more power, not less.
What are we doing to prepare for this?

Currently during a power outage, we can still stay warm with our gas powered fireplace.
If we remove Natural Gas what is our protection from Freezing during winter storms?

ps. I really prefer to cook with Gas vs Electric.

My \$0.02

--

Caleb Cook
Sr. Sales Engineer



Portland Office 503.577.2959
Vancouver Office 360.904.6782
FAX 360.254.1967
caleb@americasphoneguys.com

From: [chaunceymorton](#)
To: [City of Vancouver - Office of the City Manager](#); [City Council](#)
Subject: Comments for August 8 Council Workshop
Date: Saturday, July 23, 2022 9:39:33 AM

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My home converted natural gas in 2002. my utilities have been reduced 45%. Eliminating Natural Gas is enormous mistake. Chinese windmills are not the answer. Please reconsider. Crm

From: [EDWARD](#)
To: [City Council](#)
Subject: Submission: City Council Contact Form
Date: Thursday, July 28, 2022 2:02:26 PM

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City Council Contact Form

Submitted date: Thursday, July 28, 2022 - 2:02pm

Contact Information

First name:
EDWARD

Last name:
HATCH

Email address:
hypno1922@yahoo.com

Street address:
9326 NE 28TH CIRCLE

ZIP code:
98662

Inquiry Information

Subject:
Comment on an upcoming Council agenda item

Recipient:
All of Council

Message:

To the entire Vancouver city council before you slash utility options, look at what happened in Texas due to the heat wave, in your drive to be politically correct. Do you not think that you should find replacement energy for the forms of energy you wish to end (AKA) trash. Do you have any idea the costs both in dollars and environmentally. Your decisions will have on the economy on peoples lives and the planet.

The United States is not the only country in the world emitting green house gas according to the union of concerned scientists 2014, latest figures I could find. The United States emitted only 14% of CO2 emissions. Rest of the world continues pouring out 86% of CO2.

First lets replace what you want to remove so the Uni9ted States will not have brown outs, black outs

etc., As your eager actions could lead the U.S. to become the richest third world country
Edward

Upload a file:

From: [Elizabeth Eckels](#)
To: [City of Vancouver - Office of the City Manager](#); [City Council](#); [Lars Larson](#)
Subject: Comments for August 8 Council Workshop
Date: Monday, July 25, 2022 1:24:31 PM

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

Hello City Council,

Please consider my opinion about natural gas during your discussion about outlawing it in new or current homes.

People heating their homes and cooking only contribute 15% of the CO2 emissions.

CO2 is controversial anyway. It is basically plant food. Please read books and information about it, especially by Dr. Patrick Moore, scientist. It is not the deadly material that some think.

Some leaders in Washington would like to go to all electric energy, but much electricity is still produced by burning fossil fuel. Natural gas is very clean burning and economical.

If you mandate all wind and solar power, we will have outages.

Please DO NOT dismantle a working system before you have a more reliable and CHEAPER system IN PLACE. I would rather not live with either expensive heat and hot water, or outages.

Heck, I will just move if this state gets crazier.

Sincerely,
Elizabeth Eckels
Vancouver

--

E. Eckels Signs & Art
360-909-4008

From: [Gennadiy Tsybikov](#)
To: [City of Vancouver - Office of the City Manager](#); [City Council](#)
Subject: Comments for August 8 Council Workshop
Date: Saturday, July 23, 2022 3:04:51 PM

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[Learn why this is important](#)

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Hello,

As a consumer of natural gas and electricity, I find it very important to have at least two energy sources. If electricity goes out I can always rely on gas to stay warm and prepare food for my family. I can also control which source of energy I can use based on current prices, so I can save money by doing that.

Vancouver resident
Gennadiy Tsybikov

From: [Hollis](#)
To: [City Council](#)
Subject: Submission: City Council Contact Form
Date: Thursday, July 28, 2022 10:28:59 AM

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City Council Contact Form

Submitted date: Thursday, July 28, 2022 - 10:28am

Contact Information

First name:

Hollis

Last name:

Brown

Email address:

brownvan@nwnetcom.net

Street address:

1262 NW 46th Street

ZIP code:

98663

Inquiry Information

Subject:

Comment on an upcoming Council agenda item

Recipient:

All of Council

Message:

Regarding the Council Meeting August 8: Reducing carbon emissions is an important goal, but it needs to be done in the context of a diversified reliable energy system, which uses all forms of energy including natural gas. I am opposed to our local government banning natural gas hookups in new homes and businesses. Electrifying everything puts reliability and affordability at risk. Please support a balanced energy plan.

Upload a file:

From: [The Butlers](#)
To: [City of Vancouver - Office of the City Manager](#); [City Council](#)
Cc: [The Butlers](#)
Subject: Comments for August 8 Council Workshop
Date: Saturday, July 23, 2022 4:58:35 PM

Some people who received this message don't often get email from jdbutler07@gmail.com. [Learn why this is important](#)

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I agree that climate change action is needed; however, it must be balanced to what the people need to exist. It does no good to outlaw oil, coal, nuclear, natural gas, and hydroelectric power when no proper replacement is available. Coal, nuclear, and oil are already gone or pretty much gone and many dams are in danger.

Not everyone can switch to an electric car if the resources to power (and buy) them are gone. I believe, natural gas is a fairly clean resource when used in highly efficient equipment. In addition, many homes already have it to heat homes and water.

A balance should be in effect that resources taken away are balanced by new resources to take their place.

Thanks for this opportunity to opine on the subject.

Respectfully,

John Butler
16105 NE 13th Circle
Vancouver WA 98684

From: [John Romanowski](#)
To: [City Council](#)
Subject: Comments for August 8 Council Workshop
Date: Monday, July 25, 2022 5:24:12 AM

You don't often get email from jmr2q@yahoo.com. [Learn why this is important](#)

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I want to let you know of my opposition to any ban of the use of natural gas utilities in our city. I believe it is unwise to remove options for the citizens to have choices in how we conduct our affairs. I am highly interested in our local governments actions on this issue. Thank you for your attention to my concerns.

John Romanowski
15605 NE 20th. St.
Vancouver

[Sent from Yahoo Mail on Android](#)

From: [Joseph Titone](#)
To: [City of Vancouver - Office of the City Manager](#); [City Council](#)
Subject: energy
Date: Saturday, July 23, 2022 7:35:14 AM

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I favor diversified energy. It's not wise to put all our eggs in one basket. I live here in Vancouver. Thank you.

From: [klmstw](#)
To: [City of Vancouver - Office of the City Manager](#); [City Council](#)
Subject: Comments for August 8 Council Workshop
Date: Saturday, July 23, 2022 7:52:17 PM

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Dear Council

I'll keep this brief. I'm writing to emphasize the importance of diversified energy. Please keep natural gas as an energy option. Although Clark Public Utilities does an amazing job keeping the electricity flowing, we need both sources.

Thank you
Karen Watkins

Sent from my T-Mobile 4G LTE Device

From: kcp5255@gmail.com
To: [City of Vancouver - Office of the City Manager](#); [City Council](#)
Subject: Public Comment - Vancouver's Climate Action Plan & City Council Mtg 8/8/22
Date: Sunday, July 24, 2022 10:08:07 AM
Importance: High

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Public Comment Regarding Vancouver City Council meeting on August 8, 2022
Attn. City Councilors

I have written previously, more than once, to express my viewpoint and strong opposition to any ban of natural gas for new construction in the Council's Climate Action Plan. My husband and I over our 35 year marriage have built three new homes in Vancouver and have depended on natural gas for cooking, heating our home and heating our hot water. Having sold our latest home a year ago and now in retirement, we plan to build or buy a new downsized home in the next year or so and it is imperative that natural gas service be available to new construction. I have no doubt that thousands of other Clark County residents feel the same.

Don't put all our eggs in one basket - electrifying everything and banning natural gas is not the answer. Natural gas is clean, safe, efficient and affordable, and I believe the majority of people in our community would agree that a diversified energy system is stronger and more reliable.

Please vote NO on any proposal to ban natural gas.

Kathleen Cantrell Price
620 SE 168th Ave, Apt. 24
Vancouver, WA 98684
KCP5255@gmail.com
503-857-6495

From: [ken59644](#)
To: [City of Vancouver - Office of the City Manager](#); [City Council](#)
Subject: Comments for August 8 Council Workshop
Date: Saturday, July 23, 2022 8:09:40 PM

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Putting homeowners into a situation where natural gas is not a choice is asinine. We need diversified energy choices. Please consider using incentives for homeowners to install solar or wind power at their homes but leave the choices alone.

Best regards,

Ken Townsend

From: [Larry Stewart](#)
To: [City of Vancouver - Office of the City Manager](#); [City Council](#)
Subject: My Comments for August 8 Council Workshop
Date: Saturday, July 23, 2022 3:05:42 PM

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

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As a retired BPA employee I am well aware of how fortunate we are to live in this region with hydro power. but we all know it is not infinite, and more likely to decrease than increase.

In 2015 I purchased 100 shares of the Clark PUD solar project, but know it can only augment the requirements of our region. Don't impose restrictions on residential gas usage until after there is proof that the risk of no heat or cooling is one day in a decade or 100 years. Use the science that insurance companies use to assess the risks you are suggesting we will have, and then tell us what it is and what the basis is for determining the risk.

Solar and wind are nice to have when there is sufficient sun and wind to augment the demand. Eliminating the option of gas heat and cooling on demand 24x7 is an unnecessary risk to our community, Will the legacy of the council be that you imposed restrictions and because of that the public was put at risk of harm when there is not adequate wind or solar, and the BPA power system cannot meet the region's requirements for electricity?

From: [Lois Cook](#)
To: [City of Vancouver - Office of the City Manager](#); [City Council](#)
Subject: Comments for August 8 Council Workshop
Date: Saturday, July 23, 2022 3:04:20 PM
Attachments: [APG LOGO Horiz. for web full-color PNG Transparent-Background TINY.png](#)

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

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Hello Vancouver City Council Members,

I am writing today to express my deep concern for the city of Vancouver moving forward with a plan to completely eliminate the use of natural gas and electrify everything. I am in favor of doing all we can to combat climate change. My husband & I are owners of a small business here in Vancouver in the tech related field of telecommunications. I have lived here in Vancouver since 1992.

I believe we are heading down a dangerous path if we eliminate the use of natural gas and rely solely on electricity. Our state doesn't get enough sunlight and is also working towards removal of dams. We are setting ourselves up for failure in the long-term. Additionally, having had my business affected by a cyber attack on the country's telecom backbone systems last year in the 3rd quarter it worries me greatly that we would rely on a single energy source. A diversified source would provide much better security, adaptability and affordability for all.

Moving towards an all electric system is in my mind a huge mistake and will lead only to larger and more severe issues. Please do not move forward with this plan and look for better options.

Sincerely,

Lois C. Cook



www.AmericasPhoneGuys.com

360.904.6782 in WA

From: [Mariah Kimble](#)
To: [City of Vancouver - Office of the City Manager](#); [City Council](#)
Subject: Comments for August 8 Council Workshop
Date: Saturday, July 23, 2022 6:50:27 AM

[Some people who received this message don't often get email from mariahkimble@gmail.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

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Please do not ban natural gas. It is wanted and needed. There are so many reasons which I will not go into as I am sure you have heard it before.

Mariah Kimble

Sent from my iPhone

From: [Michelle Breshears](#)
To: [City of Vancouver - Office of the City Manager](#); [City Council](#)
Subject: "Electrify Everything" - Comments
Date: Saturday, July 23, 2022 12:26:36 PM

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[Learn why this is important](#)

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As a business owner that has three locations in the Vancouver area, having gas as an option is very important. Suggestions to “electrify everything” put reliability at risk without advancing emissions reductions goals any differently than innovatively using the gas system already in place. We do not want to see Vancouver electrify everything.

Michelle Breshears
Controller
The Cinnamon Bums Inc
Office 503-639-2747 ext 1#
Mobile 503-951-3821
Fax: 503-639-2744
mbreshears@thebumsinc.com

From: [Mike Nettleingham](#)
To: [City of Vancouver - Office of the City Manager](#); [City Council](#)
Subject: Comments for August 8 Council Workshop
Date: Sunday, July 24, 2022 8:09:30 AM

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Hello,

Please take 5 minutes and watch a replay of Sunday July 24 “GPS” by Fareed Zakaria on CNN. Natural Gas is not the low hanging fruit that will slow down climate change to an appreciable amount. At this point in time I would liken it to throwing very expensive ice cubes at the sun. Be careful of being penny wise and pound foolish and maintain Vancouver’s history of being Fiscally Conservative.

Suggestions to “electrify everything” put reliability at risk without advancing emissions reductions goals any differently than innovatively using the gas system already in place.

Best Regards and Thank You for listening,
Mike Nettleingham

From: [Pam Swegles](#)
To: [City of Vancouver - Office of the City Manager](#); [City Council](#)
Subject: Comments for August 8 Council Workshop
Date: Saturday, July 23, 2022 2:56:38 PM

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I think that to try to convert all of the city to electricity is very shortsighted. First of all there should be a diversity of energy available for residents and the city as a whole. Areas that have converted to all electrical have had problems. Second a lot of the current residents could not afford to convert their home to all electrical. It is expensive and not all residents have the funds available to make a conversion. Hasn't the city ever heard the term "if it ain't broke don't fix it"? Gas works and is cost effective. The country is not ready to move away from all fossil fuels and then to suffer brown outs because the electrical system is not ready to handle the demand. The city could not even handle the electrical demand if people really started buying electrical cars. How are they going to handle everything going electrical? Do all you political folks really want to turn off your air-conditioning in the summer? I doubt it.

I think overall we may need to move from fossil fuels, but the technology is not yet ready for it. Do the city a favor and wait until it is ready for it. Additionally some households will need help with conversion and they should be considered and maybe assisted.

Thank you

Pam Swegles

From: [Pei-Wei](#)
To: [City Council](#)
Subject: Comments for August 8 Council Workshop
Date: Saturday, July 23, 2022 8:42:34 AM

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

Dear City Council,
As you already knew, to “electrify everything” puts reliability at risk. And it would not advance emissions reductions goals any differently than innovatively using the gas system already in place.
Thanks.
Pei-wei

From: [Steven TJ](#)
To: [City of Vancouver - Office of the City Manager](#); [City Council](#)
Subject: Comments for August 8 Council Workshop
Date: Sunday, July 24, 2022 8:59:45 PM

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Good evening :)

As a City of Vancouver resident, I'd like to chime in with my opinion regarding the proposed Vancouver's Climate Action Plan.

I strongly believe that the best plan is a diversified energy plan, one that includes both the use of electricity, and the use of natural gas.

That's my take; thanks for listening . . .

Steve

Steve Jossi
2623 E 6th St, Vancouver, WA 98661
503.314.0314

From: [Vaughn Teuscher](#)
To: [City of Vancouver - Office of the City Manager](#); [City Council](#)
Subject: Comments for August 8 Council Workshop
Date: Saturday, July 23, 2022 10:53:41 AM

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

City Council,

I am very concerned with the city of Vancouver climate action plan. I feel it is better to have a diversified energy plan using both electricity and natural gas rather than rely on electricity alone which will drive up costs and won't provide the needs of our community. We've already invested how many millions of dollars in the natural gas back up for electricity through Clark PUD, my brother in law just retired as Chief of Finance of Clark PUD and I remember him discussing all the concerns they had over the years with providing for our community at reasonable rates. Please listen to the voice of the people which I'm sure the majority will agree and not try to go off on an agenda which will reduce supply and as demand goes up simply won't work. The infrastructure we have for clean energy natural gas is working as our energy costs are far better than California and the rest of many parts of the nation and especially with future electrification of vehicles and other things we will need a diversified plan and backups as we certainly don't want the problems CA and Texas have had as of late with rolling blackout and shut downs of their electrical grid. These are my feeling for the City Council as they meet to discuss. Thank You, Dr. Vaughn Teuscher

From: [Rich DuPlain](#)
To: [City of Vancouver - Office of the City Manager](#); [City Council](#)
Subject: Comments for August 8 Council Workshop
Date: Monday, July 25, 2022 4:10:47 PM

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

Dear City of Vancouver Council Members,

I am a concerned citizen writing to you to voice my concern about trying to "electrify everything in" the city of Vancouver. Of course there is a need to reduce emissions to help protect our climate, and specifically in our area. But natural gas is a proven safe and reliable form of energy. It would seem counter productive to put our energy reliability at risk without significantly advancing emission reductions. The innovations and infrastructure with natural gas are already in place and can be developed to be even cleaner and safer. There is no need to "electrify everything" as has been proposed. This just does not seem prudent.

Thank you for your consideration.

Richard DuPlain
Vancouver Resident

From: [Dillon Pan](#)
To: [City of Vancouver - Office of the City Manager](#); [City Council](#)
Subject: Comments for August 8 Council Workshop
Date: Monday, July 25, 2022 4:06:14 PM

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[Learn why this is important](#)

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

Dear Vancouver City Council Members,

As a longtime Vancouver resident, I am writing to let you know that the “Electrify Everything” is not a viable plan both scientifically and economically. As we all know that the annual solar irradiation in the pacific northwest region is quite low as compared to the “Sun Belt” down the south. Therefore, it is not economical to replace natural gas, an important energy source, with PV electricity. Electrify Everything will raise the electricity price inevitably.

We have been suffering the high inflation lately. Don’t add one more cost burden to the resident of the city. Please pay more attention to the problems that really affect our community such as low income, homelessness, rising crimes, etc.

Best

Wei Pan

From: [Dollar, Sarah](#)
To: [Dollar, Sarah](#)
Subject: FW: Comments for August 8 Council Workshop
Date: Monday, July 25, 2022 10:58:05 AM

Sarah Dollar | Assistant to the City Council
CITY OF VANCOUVER, WASHINGTON
City Manager's Office
Pronouns: She/Her/Hers
www.cityofvancouver.us

From: Kathy Romanowski <kathyleegarrett@yahoo.com>
Sent: Monday, July 25, 2022 10:47 AM
To: City Council <council@cityofvancouver.us>
Subject: Comments for August 8 Council Workshop

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

This is in regards to the use of natural gas in our city. I feel it is not wise to take away options for the citizens of Vancouver. We should be able to choose between generated electricity and natural gas. We have enough burdens, please don't add to them by taking away our right to choose. Natural gas, like generated electricity, is clean.

Thank you for your time regarding my concerns.

Kathy Romanowski
15605 NE 20th St.
Vancouver, WA 98684

[Sent from Yahoo Mail on Android](#)

From: [Ron Mann](#)
To: [City of Vancouver - Office of the City Manager](#)
Cc: Nelson.Holmberg@nwnatural.com
Subject: Natural gas ban on new construction.
Date: Tuesday, July 26, 2022 5:40:24 PM

You don't often get email from rmann4jc@hotmail.com. [Learn why this is important](#)

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

Thank you for the opportunity to participate in the natural gas ban on homes and commercial properties. I have much to say but must be brief. I am a commercial electrician with college level engineering studies and the son of a BPA electrician. Here are my concerns that I hope you will study in depth and consider:

1. Scientists disagree and can't show scientific proof of what part and how much carbon emissions play in climate change. Study both sides.
2. Researchers are finding many ways to mix hydrogen with natural gas to reduce CO2 emissions. Read about formic acid storage.
3. Capturing gas emissions from farm and human waste as well as natural emissions currently being released into the air can reduce the need to extract natural gas from the earth creating net zero emissions.
4. Single source energy is a recipe for disaster. Natural gas is an essential emergency energy source that has thermal characteristics that electricity can't safely duplicate. My home emergency generator is natural gas/propane powered.
5. There is an urgent need for affordable housing and heat pumps with electric backup for cold weather, which is much of the winter here, is going to make housing more expensive. I've had a heat pump, so I know. A heat pump with gas emergency backup is a better combination.
6. Nothing cooks like gas.
7. Once banned and infrastructure eliminated there are no alternatives if needed.
8. We need to give more time for good solutions, not emotional decisions that create self inflicted hardship.
9. The electrical grid is a much bigger issue than people realize. We are already on borrowed time thanks to LED technology which drastically reduced power consumption. Laws are being made with no concept of how power is produced, transmitted and distributed while at the same time eliminating coal, natural gas and some hydro production. Safe nuclear power isn't even being considered. While windmill and solar panels can contribute to the power grid there is no discussion of the environmental impact they will have and in some cases, the unpredictability they introduce to the system. Ask a Corp of Engineers associate about predictability.
10. Remember the signs a few years ago saying "NO BPA" in response to new power lines?

Let's take a breath and use reason and innovation to solve this problem. There is a place for renewable natural gas, especially when it involves capturing carbon emissions that would otherwise go directly into the air. Hurried decisions can lead to unintended consequences, especially when based on science that scientists can't agree on.

Science: "Multiple researchers should find the exact same results if they precisely duplicated the experimental conditions. Inaccurate results can be decisively and quickly removed from the canon of scientific truth.

From: [Janis K. Alexander](#)
To: [City of Vancouver - Office of the City Manager](#); [City Council](#)
Cc: sportacel@gmail.com
Subject: Climate Action Plan Meeting
Date: Wednesday, July 27, 2022 11:39:00 AM
Importance: High

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

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I live in Vancouver (Hazel Dell to be specific) and my family and I are vehemently opposed to electrifying everything and/or banning natural gas. I believe the majority of the people in our community agree with us, and know that a diversified energy system is fundamentally stronger, more affordable, and more reliable.

Let me give you one quick example:

When Vancouver had its last power outage, it was very cold outside, so no one could heat their homes. Luckily we have a fireplace and plenty of firewood so we stayed good and warm. The real problem for us was the loss of power to our refrigerator and freezer. Of course, we had just stocked both full from the grocery store the day before and thought we would be losing all of it (and at the price of groceries, that was substantial).

However, I realized that our natural gas stove/oven worked just fine, along with our BBQ (which has a natural gas line directly to it). I got busy and started cooking, baking and BBQing just in case the power was out for some time so we didn't lose all of our groceries. Thankfully, the power outage lasted only a full day for us so we didn't lose our groceries. The only good thing was that I got my dinner made for the next couple of evenings!

So, please, don't change the system we currently have, where we all have CHOICES.

**Janis K. Alexander, COO
Ambrose Law Group LLC
312 NW 10th Avenue, Suite 200
Portland, OR 97209-3121
Direct Dial (503.467.7237)**

From: [Barbara Weeks](#)
To: [City of Vancouver - Office of the City Manager](#); [City Council](#)
Subject: Comments for August 8 Council Workshop
Date: Saturday, July 23, 2022 7:20:48 AM

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I believe a diversified energy system is stronger, affordable & more reliable.

Barbara Weeks

From: [PAT H](#)
To: [City of Vancouver - Office of the City Manager](#); [City Council](#)
Subject: Comments for August 8 Council Workshop
Date: Saturday, July 23, 2022 7:35:55 AM

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Banning natural gas is a bad idea. Vancouver needs to utilize all its energy options to insure future growth.

Pat Hortsch

--

Pat Hortsch
971-506-5278

From: [Marilyn Frederiksen](#)
To: [City of Vancouver - Office of the City Manager](#); [City Council](#)
Subject: Comments for August 8 Council Workshop
Date: Saturday, July 23, 2022 7:38:06 AM

Some people who received this message don't often get email from marilynjf1@gmail.com. [Learn why this is important](#)

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

Re. The Vancouver city council consideration of banning natural gas use.

Please do NOT ban natural gas. There are so many reasons to not ban natural gas and you do not want to take time to read all of them. The most important is that the technology and infrastructure to convert to all electric systems not yet available, nor will it be available in the next couple decades. When the day comes when scientists have developed sufficient electricity storage capability people will want to convert.

No one will die because you do not mandate banning natural gas at this time. However, you will lose a great deal of political influence by mandating this without explaining how you will finance our community to convert every home and business. You will be responsible.

From: [John Robinson](#)
To: [City of Vancouver - Office of the City Manager](#); [City Council](#)
Subject: Comments for August 8 Council Workshop
Date: Saturday, July 23, 2022 8:32:27 AM

Some people who received this message don't often get email from mr.john.s.robinson@gmail.com. [Learn why this is important](#)

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I mean really! Attacking one of our cleanest source of energy.
What is the replacement? More electric from an antiquated electrical grid?
Where does electricity come from? The air?
You want to save the environment? Clean up the toxic waste sites the homeless encampment create.
I know it's easier to attack law abiding responsible citizens.
Leave natural gas alone!!
John Robinson
17309 SE 18th St, Vancouver, WA 98683
360.771.0013

From: [Virginia Bittler](#)
To: [City of Vancouver - Office of the City Manager](#); [City Council](#)
Subject: Comments for August 8 Council Workshop
Date: Saturday, July 23, 2022 9:44:26 AM

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

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We need our natural gas - DO NOT go all electric! Stupid idea, natural gas is in place, leave it alone. Our water supply could change in a season.....etc.

Virginia Bittler

From: [B Connon](#)
To: [City of Vancouver - Office of the City Manager](#); [City Council](#)
Subject: Comments for August 8 Council Workshop
Date: Sunday, July 24, 2022 7:04:12 PM

Some people who received this message don't often get email from r.connon.262@gmail.com.
[Learn why this is important](#)

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As we transition to a higher proportion of electricity in our energy supply, we must be very careful to use that additional supply to replace the most inefficient users of carbon fuels. Probably the least efficient use is in internal combustion engines for transportation, especially when heavy traffic causes significant idling. An engine at best is getting about 30% of the energy available in the fuel. At idle an engine provides zero useful energy but still is consuming about a 1/3 of the fuel as moving down the highway.

Burning that natural gas to produce energy to power an electric car is far more efficient because of the sophistication built into the natural gas fired generating plants.

But the most efficient use of natural gas is for direct combustion in the home for all purposes. It is indefensible to convert homes from natural gas to electricity, some of which will be produced by natural gas fired generators. And likely, all of which in a very short period of time, will take priority over transportation use of electricity.

Who are the proponents of this idea and why are they given such credibility?

Robert Connon
Vancouver 98661

From: [GERALD PEARCE](#)
To: [City of Vancouver - Office of the City Manager](#); [City Council](#)
Subject: Comments for August 8 Council Workshop
Date: Friday, July 29, 2022 10:23:10 AM

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I oppose the concept of prohibiting future installation of natural gas furnaces and appliances. In fact, keep the government out of the marketplace. If the population sees natural gas as a potential threat to the environment or as undesirable to them for any reason, let the individual consumer make that decision. We are capable of seeking alternative energy systems on our own.

When elected officials knuckle under to the “demands” of a minority number of activists, those officials become responsible for the consequences. It isn’t difficult to see what will happen to the populace during failures of the electricity supply if the people have no alternative source of energy or if they are prohibited from using alternative energy by regulatory statute.

Gerald F. Pearce, III
1204 NE 148th Place
Vancouver, WA

From: vireo@reagan.com
To: [City of Vancouver - Office of the City Manager](#); [City Council](#)
Cc: [Nelson Holmberg](#)
Subject: Comments for August 8 Council Workshop
Date: Friday, July 29, 2022 5:31:16 PM

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

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Dear Vancouver Councilpeople,

I want you to amend the Climate Action Plan to include ten times more natural gas use than has been used in the past. From the standpoint of expected Vancouver population growth alone, the reduction of natural gas use would aggravate the lack of expandability (compliance) of hydroelectrical sources of power. The fragile, unreliable, and tiny generation by solar and wind can hardly be considered reliable for future. Natural gas burns clean and has enormous on demand potential in terms of manufacturing quantities, storage, and on-demand power surge capability. It can be produced cleaner and at even lower cost, along with nuclear sources, into the future. Fossil fuels have greater reliable delivery potential than any other energy source to provide for population growth.

The climate science syntheses, used to base the climate change theories of your Climate Action Plan, is flawed because it does not consider the moral risks of policy choices. Death rates over 100 years from climate disasters have fallen 98% over that time span and are never mentioned. Many variables must be considered when making policy decisions. When critical variables like that which actually impact human well being are never mentioned, as in your plan, then the experts are suspect of basing decisions on faulty methods of evaluation.(1)

Yours truly,
Henry Harbert,
206 NE 126th Ave.
Vancouver, WA 98684

1. Alex Epstein, Fossil Future: Why Global Human Flourishing Requires More Oil, Coal, and Natural Gas--Not Less. 2022

From: Swim.Chair
To: [City of Vancouver - Office of the City Manager](#); [City Council](#)
Subject: Comments for August 8 Council Workshop
Date: Friday, July 29, 2022 2:33:15 PM

Some people who received this message don't often get email from swim.chair@themac.com. Learn why this is important <<https://aka.ms/LearnAboutSenderIdentification>>

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It is disappointing that even the idea of relying solely on one source of energy has any "life" at all. It would be fully irresponsible for any decision-making body, representing a community, to do so. A "Climate Action Plan" should be void of any such option and rather rely on a balance of at least 4 - 5 sources of long-term, proven reliable, inexpensive, and flexible sources. Natural gas being a perfect example of such a source. Notably, as well, the balance of these 4 - 5 sources should be heavily weighted towards those sources that have proven themselves as defined in this note. No current energy source should be "deleted" or substituted for by another unless and until that source meets all the same standard threshold requirements (long-term availability, reliability, inexpensive, and flexible) and can deliver the same value to all of its users. Actually considering the possibility of eliminating natural gas, or any other reliable resource at this point, legitimately begs the question of intent. I see nothing positive as a possibility (it will NOT in any significant way positively affect "climate change") and believe it is yet another action targeted at fulfilling an ideology that (theoretically) serves those at the council's table but is to the detriment of those they're supposed to be serving.



BUILDING INDUSTRY ASSOCIATION
OF CLARK COUNTY

103 E 29th St.
Vancouver, WA 98663
Tel: 360-694-0933
www.biaofclarkcounty.org



July 28, 2022

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

Comments & Inquiries Re: Proposed Climate Action Plan

Dear Mayor Anne McEnery-Ogle and City Council Members,

On behalf of the Building Industry Association of Clark County, and our more than 750 association members, we would like to thank the City of Vancouver and City Council for the opportunity to weigh in on the proposed Climate Action Plan (CAP).

The BIA supports the overarching goal of reducing the City's carbon footprint. While we believe the City Council and City staff have invested substantial resources to developing Vancouver's CAP, we are concerned that there are some critical components missing from the approach.

As a voice for the building and construction industry, our biggest challenges directly affect the livability of Vancouver. First, we are compelled to address the ever-growing need for accessible housing options in a market impacted by unprecedented population growth and an unrealistic land supply outlook.

Second, our industry employs thousands of workers whose families live, work, and play in Vancouver. The employees of the businesses within our association rely on the building, remodeling, engineering, and construction industry for stable and well-paying jobs.

These employers are operating in a highly regulated and rapidly evolving business environment. The cost of operating is increasing, and profit margins are disintegrating often due to the unintended consequences of poorly planned regulations and flawed policy choices. Currently, regulations add an average of \$134,354 to the price of a new home pushing the dream of homeownership further out of reach. The current median home price in Clark County is \$562,869 and is unaffordable to 84 percent of our residents.

The BIA shares the City Council's concern and passion for our environment and reducing our community's carbon footprint. The building and construction industry relies on a healthy and sustainable environment for critical supplies and resources.

We protect the environment by complying with government regulations and deploying industry best practices. Most importantly, we are in the business of providing shelter and critical infrastructure to support the residents in the region. We recognize that our residents need a clean and functioning environment to flourish. However, they also need accessible housing, safe infrastructure, and stable employment.

Good policy choices are well-researched, supported by data, communicated clearly to the community to gain groundswell and support, accompanied by detailed rollout plan, implemented with incremental goals, and built on expert financial analysis for prioritizing the most effective approaches. These elements are currently absent from the proposed CAP.

The BIA would like clarification on these points:

1. While middle housing options provide shelter for many middle-income wage earners, these housing options rarely provide a path to homeownership. Homeownership is one of the greatest avenues to build generational wealth and is often identified as the differentiating factor to break the poverty line. What provisions will the City Council include in the CAP to keep homeownership in reach for middle-income households?
2. The BIA agrees that zoning updates could be an important approach for battling the current housing crisis and allow for more housing with higher walkability scores. How will the City Council and staff collaborate with the building industry to ensure zoning and code updates are impactful and actionable?
3. In the pursuit of electrification, there are issues that may lead to more inequity. We have an aging and inadequate power grid. Transitioning to electrification prior to grid upgrades is putting the cart before the horse. When will an assessment of the grid be done? If upgrades are needed, what is the timeline and budget for the upgrades?

Retrofitting electrification for aging residential and commercial properties is exceedingly more expensive than integrating for new builds. Aging properties are disproportionately owned and occupied by middle- and lower-income individuals. How will the City of Vancouver address this disparity and inequity?

The BIA urges the City Council to:

- Allow more time for the community to evaluate and comment on the proposed CAP.
- Create a tiered rollout plan with defined timelines and milestones as part of the proposed CAP.
- Provide a detailed financial analysis for prioritizing initiatives that have the greatest off-set impact.
- Evaluate each initiative in the proposed CAP through the lens of accessible housing.

The BIA is always available for consultation and as a resource for better policy making and implementation. Thank you for your time in advance.

Sincerely,

A handwritten signature in black ink, appearing to read 'A. Helmes', with a stylized, flowing script.

Aaron Helmes
BIA President

July 28, 2022

Mr. Aaron Lande
City of Vancouver
PO Box 1995
Vancouver, WA 98668-1995

Dear Mr. Lande:

We the undersigned wish to provide initial perspective to the City of Vancouver's intentions to adopt an aggressive climate action policy and plan over the next few months.

As business and community leaders and residents, we support practical policies and plans that move us toward a cleaner, greener society. We appreciate the City of Vancouver's diligence to protect our climate, including outlining more than 90 strategies in pursuit of its newly established goals. We also appreciate that the City of Vancouver seeks to lead by example by setting goals for municipal operations first followed by the broader community. Your efforts are an excellent complement to those by others who are actively adapting to a more climate-wise future in response to natural market forces, as evidenced by significant greenhouse gas reductions over the past 15 years without structured plans.

Although we are supportive of the City's goal and direction, we are not yet ready to support a potentially far-reaching action plan, primarily because the current iteration resembles an early strategic framework rather than an action plan.

Operationalization requires digging deeply into prioritized action plans, budgets, timelines, implications, mitigation and interdependencies. As an example, the plan calls for solar incentives, but doesn't describe the amount of the incentive, how it works, who pays, how it will be implemented, estimated costs, probable results and estimated contribution to the reduction of greenhouse gases. That one project alone could require tens of millions in investment by the City, partners, taxpayers or property owners and managers. Operationalization is best achieved by mobilizing stakeholders in shared pursuit of effective solutions. A rollup of such action plans will facilitate prioritization and investment of available resources.

It is understandable why we are not yet to the point of action plans. City staff shared that climate-specific planning didn't begin until two years ago, and today staffing equates to less than a single full-time staff member with most high-level modeling work handled by an outside consulting firm. Nevertheless, with an audacious goal before us, the plan equates to running a marathon at world record speed when we've barely laced up our new training sneakers.

Moving from goals and strategies to action plans is no easy task. We recommend embracing this next phase as partners. There, we will gain a greater shared appreciation of the opportunities and challenges associated with the initial goals of 80 percent reductions in just three and eight years, respectively. At first blush, the goals are aggressive and arguably impractical. Capital replacement cycles for rolling stock alone are typically longer than eight years, even if climate-neutral technologies were widely available and practical today, and they are not. Additionally, it is wasteful and harmful to the environment to encourage early adoption of new technologies when existing energy- and fuel-efficient equipment has

not fully realized its useful life. Building upgrades and retrofits are capitalized and embedded in long-term agreements, some measured in decades. There are significant supply chain, installation, infrastructure and support realities to be considered. However, we may find other approaches or action steps where we can make fast progress, such as improving tree canopy across the urban area, creating permitting expressways for climate-improving development projects, and creating meaningful incentives to influence billions of consumer and business investments in our region.

In our pursuit of cleaner, greener solutions, we must exercise prudence to protect energy resiliency and reliability by supporting a variety of energy sources and technologies. Leading-edge adoption is fraught with inefficient experiences, such as relying solely upon electric-powered transportation during extreme weather or the dearth of charging infrastructure for a range of vehicles. Other impacts that merit study include the lack of storage capacity and unintended supply chain issues that could create more global environmental problems than the proposed local solutions. We need multiple energy solutions to foster community resilience and security. Creating reliable alternative energy capacity for the electrical grid through wind, solar, and perhaps nuclear sources, and other renewable or hydrogen options, is a decades-long proposition.

We also recognize the critical importance of creating job opportunities closer to where people wish to live in order to reduce vehicle miles traveled. Ideally, our leadership in climate improvement can attract thousands more who want to land here for work, to start businesses, raise and educate their families and live a healthy life here. We encourage including strategies that help stimulate jobs, economic activity and workforce development close to home while improving our climate.

Although everyone feels a sense of urgency about making climate progress quickly, we wish to acknowledge that our city and region enjoys better air quality than other aggressive goal-setters like San Jose and Denver, where air quality ranks among the worst in the country. We also have a far greener energy supply than most communities because of our green hydroelectric power system. This doesn't suggest a lack of need but instead a greater effort to build a compelling value proposition to citizens and businesses who ultimately are expected to foot the bill.

We stand ready to work as partners transforming the climate action policy and strategies into an action plan. Ideally, through this process, we can set a new tone for public and private sector collaboration in finding successful pathways that generate a healthy economy and community. Indeed, it will take everyone working together to achieve climate goals.

Sincerely,



Aaron Helmes

President, BIA Clark Co.



Connie Bovee

President, CCAR



Tamara Fuller

Chair, GVC



Steve Kenny

Chair, ICC



Cyndi Holloway

President, SWCA



Noelle Lovern

GA Dir., BIA Clark Co.



Jo Ann Johnston

CEO, CCAR



John McDonagh

President/CEO, GVC



Ron Arp

President, ICC



Sherrie Jones

Exec. Dir., SWCA

Cc: Mayor Anne McEnerny-Ogle, Vancouver City Council, Vancouver City Manager Eric Holmes

Enclosed: Business community questions re: Proposed City of Vancouver Climate Action Plan

Business Community Questions Re: Proposed City of Vancouver Climate Action Plan

The City of Vancouver's proposed climate goals and 90+ step action plan resembles an early strategic direction with items not yet specifically modeled for cost, benefit and implications. As the plan materializes, it is imperative that a more complete understanding of the action steps, individually and in aggregate, are more thoroughly evaluated and actively discussed with the community that bears both the benefits and the obligations embedded in the plan.

Here are some questions worth reflecting upon as the policies and strategies move into an action plan:

What, specifically, is included in the GHG measurement calculations?

- What is the source of the GHG data?
- Are the component assumptions available for review?
- Are there any exclusions, such as marine, rail or industry?
- How are thru-trips handled, such as trucks, commuters, air, etc.?
- How is the urban growth boundary treated in the data?
- What are the annexation assumptions and how does that change the targets?
- Are there any measures other than GHG calculations, such as air quality monitoring?
- Do the calculations factor in population growth through 2040?

A thorough analysis of how we've made progress since 2007.

- What were the driving forces toward significant reductions since 2007?
- What worked and what didn't?
- What is repeatable or capable of ramping quickly?

An analysis of the impact from the gray portion of the chart.

- What are the policies and assumptions that achieve two-thirds of the improvement?
- Are we clear on the downstream effects of these policies?
- How will such policies affect overburdened communities?

All action steps need to have direct cost, timing, impact and mitigation, and co-dependencies.

- What are the assumptions for each action step?
- How does each component roll up into achieving the proposed GHG goal?
- Example: BE.1.C – What are the solar incentives? Who receives? Who pays? What installation exists now, and what is modeled? What is the impact on GHG?

The roll-up action plan needs to be studied for energy reliance/resilience.

- How much can the electricity grid withstand?
- What are the modeled assumptions for each energy source?
- Are those assumptions understood and generally accepted by energy providers?
- Can the electricity grid get us through 2040 without brownouts or blackouts?
- Does the plan factor in waste management, such as spent batteries, rods, panels or turbines?
- What backups and redundancies are envisioned?

Development of building standards.

- Will easy or fast-track permitting be included in building standards?
- Will standards be developed in partnership with businesses, developers and those affected?

- How does one reconcile there are no NG bans but reduction and phase-out language included?
- How will multi-family housing conversions be paid? Who is responsible?
- Is it possible to set up a Development Engineering Advisory Board to advise on code changes?
- How can the city incentivize? Express permitting? Express resolution?

Prioritization of action steps.

- How will priorities be selected and pursued?
- Who makes decisions on priorities and how?
- What is impact to city budget, taxpayers, residents, businesses?

Partner conversations.

- Are projects listing partners already scoped to understand cost, impact, and implications?
- What related party assumptions are baked into the plan?
- Is there any active conversation with other cities, the county, and the greater Portland-Vancouver area about collaboration?

Economic development.

- Is there thought given to developing economic incubators and job training to help attract companies through the climate policy?
- Is there modeling underway to understand what businesses and industries are likely to start, stop, move in or move out as a result of the climate action plan?
- Is there thought given to generating quality jobs, sufficient that fewer commute trips are required?
- Will we include job to worker targets for the city?
- Are there any emerging federal agency departments that could be sited in Vancouver as a result of bold climate action?
- What can be done with Clark, WSU Vancouver, K-12, certificate programs and others to prepare our next generation workforce?
- How can we continue to attract capital for development?

City budget.

- What is the estimated rollup cost for the entire action plan across the 17-year period?
- Will climate-related budgets be tracked separately within and across departments?
- What mechanism exists for review of action steps and impact?
- How will the city intentionally stop, start or change programs over time as impact is known?
- How will climate actions be prioritized relative to other city functions, such as public safety, emergency services, homelessness, housing and the like?
- If new funding is required for implementation, what are the probable sources and timing?

Peter Fels
5121 NW Franklin Street
Vancouver WA 98663
TELEPHONE: (360) 737-3154 • plfels@gmail.com

July 28, 2022

Vancouver City Council

RE: Climate Action Plan - Comments

Dear Mayor and Councilors,

It is gratifying that you now have a draft Climate Action to consider. The plan has many positive features, and I urge you to adopt it – but with a few minor adjustments.

1. Eliminate the references to use of RNG

In two places, the plan refers to working with Northwest Natural Gas (NWN) to reduce the carbon intensity of its product. This is an admirable goal, and in fact if it is achieved it can be one of the top 4 most effective actions to reduce GHGs. However, the specific proposed actions conflate reducing carbon intensity with the use of “renewable natural gas”. RNG is primarily methane, the same as fossil gas.¹ RNG methane is the same as fossil methane. Methane is 27-30 times as potent as carbon dioxide in harming the environment (thus the high ranking of this proposed action).²

Definitely we should be eliminating the use of any type of gas for heating and cooling in new buildings and transitioning away from gas use in existing buildings and industrial processes. But NWN’s arguments about RNG are a hoax. NWN admits that RNG is “carbon neutral” – meaning it has no less carbon equivalent than fossil gas. The way to reduce carbon intensity is to stop using gas of any kind in buildings. Please do not buy into the gas industry’s false claims about RNG.

I understand you may be hearing from many people who wish to continue to use gas for cooking and do not want to change their heating fuel because of the expense. As written, the proposed CAP does not propose to require anybody to change what they are doing. Transferring to a different system can be expensive. There is also the problem of what to do with old gas appliances. I hope in the future you will develop programs to assist people who want to transition from gas. Eliminating methane from our environment as much as possible is one of the most effective ways we can reduce our GHG emissions, but substituting RNG for fossil gas does not do that.

1 The methane content of RNG is typically 96-98%, although it has fewer other toxic chemicals.
<https://www.epa.gov/lmop/renewable-natural-gas>

2 The EPA calculates methane to have 27-30 times the global warming potential (GWP) of CO2 over 100 years, but an 81-83 GWP over 20 years. <https://www.epa.gov/ghgemissions/understanding-global-warming-potentials>

2. Increase the City's tree canopy goal to 35%.

Cascadia Consultants identified increasing green spaces in the public and private sectors as the #5 and #11 ranking actions respectively, creating 7% and 4% GHG reductions. Combined, they would rank as #2 on the GHG impact table. Increasing our tree canopy and green space, using deep-root native plantings and generally improving the local ecosystem quality do not seem controversial.

Greening our city even more helps improve the quality of life for everyone, encourages people to get outside to recreate, walk and bike, reduces urban heat islands, improves air quality, and will draw tourists.

During heat waves, we all appreciate and seek out shaded areas when outdoors. Unfortunately, some of our neighborhoods, parks, newer developments and major arterials lack adequate tree coverage, making them unattractive and adding to heat islands.

Current urban forestry and development rules allow the removal of large trees on single private lots and large developments. Large trees are sometimes replaced with small new plantings. We need to *require that the CO2 sequestration capacity of removed trees is immediately matched by planting sufficient trees or other plants to replace the lost capacity*. We also should be adding sequestration capacity on public lands. The City should pair its GHG reduction ambitions with a more ambitious tree canopy goal.

3. Add school districts, C-TRAN and Clark County as partners to reach CAP goals.

Vancouver and Evergreen School Districts manage large public spaces and buildings but currently do not have climate action plans. Their participation can help advance Vancouver's climate goals with regard to electrifying buildings, adding green space and trees, reducing VMTs, electrifying fleets, and so on. We need to get them on board.

C-TRAN also should be a partner to many of the items listed as actions, such as electrifying fleets, using bus batteries as back-up power sources in emergencies, reducing VMTs, serving downtown and the 164th-192nd corridors with free circular transit, and creating more park and ride locations. The City councilors on the C-TRAN board should move for C-TRAN to adopt its own climate action plan consistent with Vancouver's.

Likewise, the City should work as much as possible with Clark County to coordinate on the CAP. For example, currently there are few reasons for residential and commercial landlords to increase the energy efficiency of their rental properties. They can simply pass on the cost of heating and cooling to tenants at no expense to themselves. If the County were to provide a tax exemption or credit for energy efficiency upgrades, it would advance the goals of the CAP. (Other ways to incentivize landlords to reduce energy use in their buildings also be considered.)

There are certainly other ways Clark County can help reduce our local GHG emissions, and we should be working together to explore them.

4. Promote use of energy scorecards for the sale and lease of buildings.

Similar to energy ratings on appliances, the Building Energy Asset Score “is a national standardized tool for assessing the physical and structural energy efficiency of commercial and multifamily residential buildings”.

<https://www.energy.gov/eere/buildings/building-energy-asset-score-frequently-asked-questions>

The Home Energy Score reports residential properties’ energy use.

<https://betterbuildingssolutioncenter.energy.gov/home-energy-score>

Both scoring systems were created by the US Department of Energy, are free to use, are standardized and help consumers know what they are buying or renting ahead of time. Vancouver should initially encourage use of energy scores as a voluntary practice to help advance the goals of the CAP. This action would tie in with the listed actions [see BE2(A) and (B)] of encouraging realtors and developers to promote electrification as a condition of sale.

After a reasonable time, the City should mandate energy scores’ use. New York City has had mandatory building ratings since 2018.

<https://www1.nyc.gov/site/buildings/property-or-business-owner/energy-grades.page>

5. Set aside spaces for park and ride facilities.

Increased use of transit is an essential part of the draft CAP. However, we are rapidly losing available land to locate park and rides. Vancouver residents are also complaining about lack of parking spaces, especially downtown. The City should act now to set aside a couple of the few remaining locations for park and rides and parking structures so people will be able to get out of their cars and use public transit or walk to their destinations.

At present it seems the most likely available spots for a downtown park and ride facility are next to the downtown library (a possible terminus for light rail and next to current bus lines) and in the Waterfront Gateway area behind City Hall. These spaces need to be preserved while they are still available.

The City should also be looking for park and ride or transit centers in east Vancouver near the intersections of SR 14 and 192nd Ave. and in the Section 10 or Columbia Tech Center areas.

CONCLUSION: Make the CAP a continuous project.

The draft CAP is excellent. It can be made better. I encourage the Council to consider these changes (and others suggested by the public) and adopt them into the final document.

As with the Early Action Package, the CAP should be reviewed on an ongoing basis and be kept in mind by City staff with regard to all their activities. The CAP should not simply be passed and put on a shelf. It needs continuous revision and regular progress benchmarking in order to be effective.

You have set in motion ambitious goals for Vancouver to become a leading edge community in reducing global warming. Keep up the good work!

s/ Peter Fels

From: [Nancy Helget](#)
To: [City Council](#)
Subject: Proposed Climate Action Plan Comments
Date: Wednesday, July 27, 2022 7:31:05 PM

You don't often get email from felget@comcast.net. [Learn why this is important](#)

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

Mayor and City Council members,

Thank you for all of your efforts to adopt a Climate Action Plan. The proposed plan is comprehensive and its provisions include essential steps we as a community must take to address the climate crisis. I appreciate the time and energy you and city council staff have devoted to assuring the city adopts the best possible plan.

I have three comments. The first two are related.

1. In many instances, the listed actions designed to achieve the CAP goals are too vague. For example, several strategies state the city will “work with” another entity.

The CAP numbers 4, 6 and 7 ranked strategies include this language, stating the city will “work with” NWN and CPU. These three strategies are intended to have significant effects by 2040, GHG emission reductions of 9%, 7%, and 6% respectively. I understand the city has to work with CPU and NWN because those two entities supply our power. But the CAP doesn’t state what specific action the city hopes to have CPU and NWN take to achieve the desired GHG emissions.

TLU3D provides examples of both specific and vague actions. The specific and measurable action is to: “Require that construction projects and other entities (e.g., delivery trucks) that rely on medium and heavy-duty trucks replace vehicles with new Zero Emission Vehicles (ZEVs) in accordance with the targets outlined in the Advanced Clean Trucks (ACT) rule, adopted by the Department of Ecology in November 2021.” In contrast, another TLU3D action requires the city to “encourage participation” in a program. The CAP doesn’t set a participation goal it hopes to achieve or describe how the city will do the encouraging. The CAP should, as much as possible, include clearly identified specific actions related to each strategy. I understand there’s a fine line between being too specific (getting too much into the weeds) and being too general. But in many cases, I think the CAP errs on the side of being too general.

That leads to my second comment. If the listed actions aren’t specific, the city has no way to measure whether it’s on target to meet the CAP goals.

2. The CAP should include a process and timeline for the city to measure, at specific intervals, whether the city is on track to achieve the desired GHG

emissions goals. The year 2040 is eighteen years off. Without a periodic assessment process, the city won't be able to determine whether it's on track to meet its 2040 goals.

This goes hand in hand with identifying specific actions the city intends to take to achieve each strategy. Periodically measuring progress can be accomplished by assessing the success specific actions have achieved.

3. This comment relates to the CAP inclusion of strategies involving NWN, specifically CAP ranked strategies numbers 4 and 29. Both refer to working with NWN in accordance with NWN's Vision 2050 plan.

The CAP ranked strategy number 4 states the city will work with NWN to reduce the carbon intensity of natural gas, a desirable goal. The CAP ranked strategy number 6 is also commendable. That strategy aims to electrify buildings and reduce fossil gas emissions.

But the CAP should not include use of renewable natural gas, hydrogen technologies, or offsets in accordance with NWN's Vision 2050 to achieve any GHG emission goal. None of these three will achieve the GHG emissions the CAP is trying to achieve. Spending time and energy on them will waste time and energy the city can spend pursuing options that will actually reduce GHG emissions.

Renewable Natural Gas:

NWN's Vision 2050 states: "RNG is considered carbon neutral because both combustion and lifecycle emissions do not contribute a net-increase in greenhouse gases into the atmosphere." I think that statement is misleading.

The EPA explains that compared to fossil natural gas, RNG contains zero to very low levels of some constituents, particularly ethane, propane, butane, pentane or other trace hydrocarbon. However, RNG has a methane content of 90 percent or greater. "Typically, RNG injected into a natural gas pipeline has a methane content between 96 and 98 percent." Methane has a global warming potential more than 25 times greater than CO₂.

<https://www.epa.gov/lmop/renewable-natural-gas>.

Basically, RNG is chemically identical to conventional natural gas. If we burn RNG in our appliances, we will be releasing exactly the same amount of harmful methane that burning fossil gas releases.

<https://www.sightline.org/2021/03/09/the-four-fatal-flaws-of-renewable-natural-gas/>.

Consequently, NWN's proposal to develop renewable natural gas for delivery through existing pipelines to Vancouver residents will result in the same release of methane into our air as burning fossil gas. This would be of no benefit and would achieve no net reduction in methane emissions from Vancouver homes. The city should not rely on any renewable natural gas proposal or possibility to meet its climate goals.

Hydrogen

It's not clear that hydrogen is a beneficial alternative to fossil gas. There is research showing hydrogen projects would increase consumer costs, exacerbate air pollution, and cause safety risks while minimally reducing greenhouse gases.

<https://energyinnovation.org/publication/assessing-the-viability-of-hydrogen-proposals-considerations-for-state-utility-regulators-and-policy-makers/>. These aren't the results the city wants.

The Sightline Institute agrees with the conclusion hydrogen is not a viable GHG emission solution. <https://www.sightline.org/hydrogen-not-a-viable-replacement-for-natural-gas-due-to-safety-and-cost/>.

Offsets

NWN offers offset "certificates" as part of its Smart Energy Program. The "offsets" NWN's Vision 2050 includes don't represent any actual reduction in NWN's own emissions.

NWN's Vision 2050 explains NWN has "... purchased offsets from 14 innovative projects across the Pacific Northwest, California and Utah." Vision 2050, p. 22. While these 14 innovative projects may have reduced their GHG or CO2e emissions, NWN has not reduced its own emissions in Vancouver by purchasing and reselling the certificates. The offset certificates basically represent the fact that another entity, not NWN, has reduced its methane emissions a specified amount.

NWN's Vision 2050 is unclear on this issue. However, NWN's Vision 2050 uses the passive voice to explain: "An offset certificate represents one metric ton of carbon dioxide emissions that has been eliminated." NWN doesn't say it eliminated the emissions. NWN Vision 2050, p. 22. In fact, only the 14 innovative projects issuing the certificates have eliminated GHG emissions.

Vancouver will not reduce GHG emissions in the city by participating in NWN's Smart Energy Program. That participation shouldn't be in the CAP.

Again, thank you for all of your work and thank you for considering my comments.

Nancy Helget
Vancouver

Sent from [Mail](#) for Windows

The Power of Parks to Propel Vancouver's Climate Action Plan

Thank you Mayor and City Councilors,

I am grateful for this opportunity to discuss the vital role our parks and green spaces have with regards to Vancouver's Climate Action Plan. The impacts of climate change will be detrimental to all of us unless significant action is taken immediately. I applaud your desire to be carbon neutral by 2040 and appreciate the work that you are doing to protect Vancouver and its citizens.

Our parks and green spaces will be a critical component in our strategies to combat the effects of global warming. By utilizing, incorporating and rethinking "parks", we are positioned to become a leader in tackling the immense challenge that lies ahead of us. The following are some suggestions on how to prioritize our parks to maximize their environmental benefits.

First, we must better manage our unusable spaces and rethink "parks". Examples of unusable spaces are areas under power lines, along hillsides, alleys/unaccepted streets, vacant lots, rooftops and below billboards. By reclaiming this land and putting it to use as linear parks (lush green spaces with bike paths or walking paths), solar panel sites (hillsides), etc. we can increase our alternative transportation opportunities as well as provide additional and much needed green space. If we allow ourselves to rethink what a park is, we can begin to visualize parks on rooftops (think of the old FVRL headquarters) or in old vacant lots/buildings. An example of this is in Seattle where they are creating the Mini Mart City Park by "transforming a former gas station into a pocket park and arts-oriented community center..." <https://www.minimartcitypark.com/> Another example is The High Line in Manhattan, a public park built on an old rail line that was destined for demolition but has instead been transformed into a truly remarkable public space, arts venue, and community resource. <https://www.thehighline.org/> And as our city assesses those spaces deemed "brownfield" we have the opportunity to turn polluted land into park land. We will rewild the unusable and reclaim the ramshackle.

Next, we need to make our existing parks and green spaces even "greener". As someone who owns an electric vehicle, it is miserable to sit in a parking lot waiting 30 minutes for my car to charge. By providing electric car charging stations at our parks citizens and visitors could enjoy the outdoors, exercise on equipment, or take a leisurely stroll while their car charges rather than waiting and baking inside their car. Our shelters could have solar panels that power the charging stations. As we expand our thinking of parks and go greener, we could include fruit orchards in our city parks system which not only increases our tree canopy, but it can also help offset the impacts of the urban heat island and provide food resources for our community. The city can be a role model in no-grass landscaping on their city-owned properties. These no-grass lawns can provide demonstrations/examples of how to landscape naturally—without pesticides and with native plants. Each city building location could have a particular natural lawn theme (drought tolerant, native plants, alternative lawns, pollinator, edible landscaping, etc.) in which citizens could visit and it could provide educational outreach should they wish to transform their own lawns. Lead by example!

Finally, we must prioritize trees. In Vancouver, our "sense of place" is reinforced by our tree-lined skylines. Supporting Vancouver's Urban Forestry Department in this initiative is imperative as trees are one of the main tools we have available to help offset carbon emissions. It may be time to rethink what "tree canopy" means. We must recognize that every tree is different and provides a vast range in environmental benefits with regards to climate reduction. Unfortunately, many of our street trees have been topped/halved to accommodate power lines. This topping dramatically decreases the full environmental benefits of that tree. However, with regards to our tree canopy, it is considered at the same percentage as a non-topped tree. Ask

anyone in Urban Forestry and they will chant the mantra, “right tree, right place”. We must ensure that we are protecting those existing “right trees” which are in the “right place”, but also begin to replace those that aren’t. We should plan ahead and recognize that the temperatures are expected to continue rising and therefore we should be planting trees now that are drought tolerant and best suited to adapt to their changing environment. Although the city tree canopy plays a major role in limiting the affects of climate change, our city *forests* are truly one of our greatest assets, not only for their marvelous beauty, but also since their lush density amplifies their environmental and climate cooling contributions. Please make preservation of these city owned forests a priority that will ensure their benefits for generations to come. Is there a way the city can encourage the preservation of these city forests with regards to private land ownership?

By rethinking our definition of parks, “greening” our existing parks/green spaces, and prioritizing trees, we can position ourselves to be a global leader in climate action preparedness. It is a critical time in our lives to create this much needed change, and I will gladly help however I can. Please feel free to contact me if you wish to discuss these ideas further.

Sincerely,

Jaynee Haygood
360.718.1564

From: [Jean M. Avery](#)
To: [City Council](#)
Cc: [Small, Rebecca](#); [Holmes, Eric](#)
Subject: Public Comment re CAP and tree canopy
Date: Tuesday, July 26, 2022 4:22:20 PM

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

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To: Madam Mayor and City Council
From: Jean M. Avery
Re: Additional comment re CAP / tree canopy

I have commented before on the importance of prioritizing tree canopy in Vancouver's Climate Action Plan. I have these additional comments:

- I support the First Place neighborhood in its efforts to protect 80 mature Douglas Fir trees that line 18th Street between 136th and 162nd Streets. Through the years, this neighborhood has protected and improved the environment: planting native, drought-tolerant plants in the entrance circle; securing grant funding to improve First Place Park; working with the Watershed Alliance, Friends of Trees, Parks and Recreation, and Urban Forestry. I urge the City to protect these mature trees, which will benefit the neighborhood and our City.
- I applaud Rebecca Small for her presentation about CAP's natural systems at the Watershed Alliance's webinar on July 13. I appreciate that Ms. Small is following up with action items to address removal of mature trees in Vancouver and the importance of tree canopy. As stated in The Columbian (July 15), she recognizes that the community can contribute to reducing carbon emissions through improving natural spaces.

In closing, I appreciate that City leadership is seeking public input through *Be Heard Vancouver*, mobile City Council meetings, and public comment periods.

Jean M. Avery
Vancouver

From: [Adam Aguilera](#)
To: [City Council](#)
Subject: Climate Action Plan Feedback
Date: Friday, July 29, 2022 11:58:33 PM

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

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

Dear Vancouver City Council,

Thank you for your bold leadership in developing a Climate Action Plan for Vancouver City. The record temperatures we have experienced this week has been debilitating to myself and many community members and has had a negative impact on the plants and wildlife on my property and for my small business. We must all do our part to prepare for the devastating years ahead that will require the actions listed on the draft plan.

While the draft Climate Action Plan emphasizes strong action steps around energy, more emphasis should be placed on water conservation and terraforming the city. The Southwest is drying up, and many Americans are already migrating northward to access communities with affordable, clean, and accessible water. Vancouver City must begin to preserve the water we have now to prepare for the years of drought ahead.

Water Conservation:

1. City & Park infrastructure should switch to drip irrigation watering over sprinklers. It will save a lot more water over time.
2. Public education to residents on switching to drip irrigation over wasteful sprinklers.
3. Increased incentives for residents to afford removing grass lawn and growing native groundcovers and plants.
4. Increase incentives against grass lawns such as water bans for grass lawns.
5. Educate resistant residents on grass lawn alternatives that conserve water, save money, and improve the value of property with native plants.

Terraforming:

1. Removal of city grass lawns and replace with certified native habitats
2. Replant ground covers in place of grass lawns at parks that are drought tolerant.
2. Program to merge landscaping designs of certified native habitat between property lines to encourage wildlife migration and restore consistent habitats between structures.
3. Ban sale and use of pesticides that kill pollinators.
4. Create and maintain watering holes for local wildlife.
5. Require more trees to be planted per feet of city development
6. Incentivize local community groups to volunteer for invasive species removal such as English ivy and Himalayan blackberries.
7. End City of Vancouver using toxic herbicides to manage city and park habitats (city employees currently spray along my fence line)

Thank you for taking the time to read my feedback on how the City of Vancouver to strengthen their climate action plan in these critical areas in addition to energy.

In solidarity,
Adam Aguilera
Vancouver resident

From: Don Steinke
To: Diana Perez; City Council; Ace Vancouver; Small, Rebecca; Don Orange
Subject: Manchin gave some emissions reduction support
Date: Friday, July 29, 2022 8:42:04 AM

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From Don Steinke

This is a thread. It gets relevant to our CAP toward the end. - - - Don S - - -

Forwarded Conversation

Subject: [wacaucus] Schumer Manchin "Climate Change" Bill

From: James Adcock <jimad@msn.com>
Date: Wed, Jul 27, 2022 at 8:32 PM
To: wacaucus@googlegroups.com <wacaucus@googlegroups.com>

Not surprising that Manchin should support this bill, in that it basically doesn't do anything to reduce climate change.

It does reduce methane emissions somewhat.

https://s3.documentcloud.org/documents/22122281/inflation_reduction_act_of_2022.pdf

-- My Opinion based on a quick scan-through

Jim Adcock

--

This is a message from the NW Energy Coalition's Washington Caucus (wacaucus) listserv. Messages are not moderated. Any opinions expressed in this email are those of the author and not necessarily those of the NW Energy Coalition, its members, board or staff.

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<https://groups.google.com/d/msgid/wacaucus/SJ0PR10MB5890E853C642B08BEA940032AE969%40SJ0PR10MB5890.namprd10.prod.outlook.com>.

From: REBECCA WOLFE <rr.wolfe@comcast.net>
Date: Wed, Jul 27, 2022 at 9:38 PM
To: <jimad@msn.com>
Cc: wacaucus@googlegroups.com <wacaucus@googlegroups.com>

But lots of positive news for protection of our Old Growth forests and attention to healthy watersheds. Healthy forests and watersheds will benefit the climate. (Based on a cursory look at the Forestry section — § 23001 of the bill.)

Rebecca Wolfe

To view this discussion on the web visit <https://groups.google.com/d/msgid/wacaucus/CCFB4548-D04B-4B99-B2D0-3DF1CFE33B86%40comcast.net>.

From: Brian Grunkemeyer <brian@flexcharging.com>
Date: Wed, Jul 27, 2022 at 9:56 PM
To: jimad@msn.com <jimad@msn.com>, wacaucus@googlegroups.com <wacaucus@googlegroups.com>

Thanks for sending this, Jim.

There are some tax credit extensions for wind production, and tax credits for nuclear & hydrogen. And carbon oxide (not dioxide) sequestration.

There is a section for states, cities, Indian tribes, & school districts to replace heavy duty vehicles with zero-emissions ones, if they are in non-attainment areas.

Same thing for ports too, only they got more money. If they can use that to buy electric drayage trucks, that would be great, and could help in ports like Long Beach as well as Seattle.

Curiously, there's a \$7B greenhouse gas reduction fund for low-income families to install solar or do other emissions-reduction activities.

And there's an up to \$8B grant program for what looks like some type of community development bank for helping low-income & disadvantaged communities. The money seems like it's supposed to be recycled by an organization continually into rolling out new energy efficiency projects.

The \$850M for methane leaks could be a big deal.

I also like the \$2.15B for using low-carbon materials in federal buildings. It's time to create demand for all the right technologies, and the government should be one of the leaders in using its spending to buy the right stuff.

While modest, don't overlook the \$143M for tribal electrification and \$23M for native Hawaiian climate resilience.

To view this discussion on the web visit

<https://groups.google.com/d/msgid/wacaucus/MWHPR12MB1216E8F4529B7DF2CE7831E5CB969%40MWHPR12MB1216.namprd12.prod.outlook.com>.

From: Jim Lazar <jlazar@jimlazar.com>

Date: Wed, Jul 27, 2022 at 10:13 PM

To: <wacaucus@googlegroups.com>

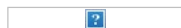
I have heard a different perspective from a different author.

This may not be anywhere close to adequate, but it is most assuredly not nothing.

<https://www.electrificationcoalition.org/ec-applauds-ev-provision-inflation-reduction-act/>

Electrification Coalition Applauds EV Provisions in the Inflation Reduction Act

- [July 27, 2022](#)
- 11:24 pm
- -



Contact: Noah Barnes, Electrification Coalition
nbarnes@electrificationcoalition.org, (202) 461-2371

WASHINGTON—On Wednesday, Senators Chuck Schumer and Joe Manchin announced a major deal that includes a number of investments related to transportation electrification.

Electrification Coalition Executive Director Ben Prochazka issued the following response:

"The United States must electrify our transportation future to end the monopoly that oil has on that sector. Today's landmark deal will help accelerate electrification for all sectors, which will improve our economic and national security, and our climate future. We applaud Senators Schumer and Manchin for negotiating this deal that will provide great benefits to the nation.

"Several key measures include:

- *The creation of a new clean commercial tax credit for EVs*
- *The creation of a new used EV tax credit*
- *A long-term extension of the light-duty EV tax credit, with additional modifications*
- *A long-term extension of the Alternative Fuel Refueling Property Tax Credit (Section 30C) with a lift of the project cap and bidirectional charging included*
- *\$3 billion in funding to electrify the U.S. Postal Service*
- *\$60 million for the Diesel Emission Reduction Act program*
- *\$2 billion for the Domestic Manufacturing Conversion Grant program*
- *\$3 billion for the Advanced Technology Vehicle Manufacturing program*
- *A long-term extension of the Advanced Manufacturing Production Credit*
- *\$600 million for a Clean Heavy-duty Vehicle Grant Program*
- *\$2.25 billion to reduce air pollution at ports through deploying zero-emission technology*
- *A strong Environmental and Climate Justice Block Grant program*
- *A strong Greenhouse Gas Reduction Fund*

“Combined, these measures will promote energy security, spur American innovation, increase private sector investments, and increase U.S. manufacturing. Because electricity is produced domestically and diversely, it will keep our energy dollars at home.

“The United States currently consumes more oil than any other country in the world, which makes us vulnerable to global oil supply lines, leading to price instability and the risk of recession. By providing for urgent needs in the shift to electric transportation, the Inflation Reduction Act will make the U.S. stronger and safer.

“EVs represent a historic opportunity to create transportation systems that are cleaner, cheaper, and can finally break oil’s stranglehold that Americans feel every day at the pump. Now it’s time for Congress to finish the job and pass this critical legislation that will accelerate the electrification of our transportation future!”

###

About the Electrification Coalition: The Electrification Coalition is a non-partisan, not-for-profit group committed to promoting policies and actions that facilitate the deployment of plug-in electric vehicles (EVs) on a mass scale in order to combat the economic, public health, and national security dangers caused by America’s dependence on oil. The EC works with a variety of stakeholders that represent the entire electrified transportation value chain, positioning the organization as a dedicated rallying point for an array of electrification allies.

For more information, visit electrificationcoalition.org.

To view this discussion on the web visit <https://groups.google.com/d/msgid/wacaucus/4471556e-209b-6c8f-097c-418aaed7b72c%40jimlazar.com>.

From: James Adcock <jimad@msn.com>
Date: Thu, Jul 28, 2022 at 12:24 AM
To: Brian Grunkemeyer <brian@flexcharging.com>, wacaucus@googlegroups.com <wacaucus@googlegroups.com>

Energy Credits Welcome

Port Equipment Welcome

0.3 [three tenths of one cent] for nukes -- I don't know if that is a good thing or a bad thing.

Doesn't really provide for replacing diesel vehicles with zero-emission vehicles, just says if a non-attainment area wants to buy a new diesel vehicle then we will pay the difference if you want to buy a new electric vehicle instead.

Clean Ports is good -- but that's mainly a traditional air pollution issue not a GHG reduction issue.

Low-income provisions support Community Solar I think, which would be good.

Tribal electrification using zero-emissions is good -- but tiny.

Hawaiian adaptation is a good thing, but it is not GHG reductions.

But: All of this stuff is just microscopic. Consider instead:

A real GHG Tax.

A real Feebate system.

A real Cap-and-Trade system.

A required national REC trading system and standards -- no more Fake RECs.

National portfolio standards.

Actual Mandates to retire Coal.

Tax Credits for Green Energy.

Phase-out of Emitting Vehicles.

Even real high-quality modeling of systems on a regional and/or larger scale by NREL.

Etc.

Color me "Massively Underwhelmed"

-- Jim Adcock

From: Brian Grunkemeyer <brian@flexcharging.com>
Sent: Wednesday, July 27, 2022 9:55 PM
To: jimad@msn.com <jimad@msn.com>; wacaucus@googlegroups.com <wacaucus@googlegroups.com>
Subject: RE: Schumer Manchin "Climate Change" Bill

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<https://groups.google.com/d/msgid/wacaucus/SJ0PR10MB5890C61770EE3DB091E05D8DAE969%40SJ0PR10MB5890.namprd10.prod.outlook.com>.

From: James Adcock <jimad@msn.com>
Date: Thu, Jul 28, 2022 at 12:30 AM
To: REBECCA WOLFE <rr.wolfe@comcast.net>
Cc: wacaucus@googlegroups.com <wacaucus@googlegroups.com>

I read this section§ 23001 as being "Adaptation" not "GHG Reduction" -- which I would not consider "Healthy Forests."

Only actual massive GHG reductions will actually save the Doug Fir Forests of Washington State, which are **all** going to be Toast otherwise, along with salmon, orcas, bald eagles, pikas, ...

-- Jim Adcock

From: REBECCA WOLFE <rr.wolfe@comcast.net>
Sent: Wednesday, July 27, 2022 9:38 PM
To: jimad@msn.com <jimad@msn.com>
Cc: wacaucus@googlegroups.com <wacaucus@googlegroups.com>
Subject: Re: [wacaucus] Schumer Manchin "Climate Change" Bill

But lots of positive news for protection of our Old Growth forests and attention to healthy watersheds. Healthy forests and watersheds will benefit the climate. (Based on a cursory look at the Forestry section — § 23001 of the bill.)

Rebecca Wolfe

On Jul 27, 2022, at 8:32 PM, James Adcock <jimad@msn.com> wrote:

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-- My Opinion based on a quick scan-through

Jim Adcock

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To view this discussion on the web visit <https://groups.google.com/d/msgid/wacaucus/SJ0PR10MB5890026BB43D322FD524541AAE969%40SJ0PR10MB5890.namprd10.prod.outlook.com>.

From: Brian Grunkemeyer <brian@flexcharging.com>
Date: Thu, Jul 28, 2022 at 12:34 AM
To: James Adcock <jimad@msn.com>, wacaucus@googlegroups.com <wacaucus@googlegroups.com>

Yes, this doesn't seem revolutionary, and isn't up to the challenge of our time. But it's the best we're going to get with the current Senate, and probably the only thing we're going to get through January.

Additionally, many utilities model scenarios assuming some Federal climate action eventually – as small as it is, it shows at least one step in the right direction. Imagine if people thought political support for climate action would never materialize into a passable bill?

Take the win, come back later to fight again, either at the state or federal level. Hopefully in January there will be 51 senators on one side, or some actual support for policies from the other half of the Senate. Eventually, I naively hope that senators will let governing take priority over not giving your opponent a political point. Unfortunately that's not how the Senate operates today.

To view this discussion on the web visit
<https://groups.google.com/d/msgid/wacaucus/MWHPR12MB121620F8961EE1820838F8D0CB969%40MWHPR12MB1216.namprd12.prod.outlook.com>.

From: REBECCA WOLFE <rr.wolfe@comcast.net>
Date: Thu, Jul 28, 2022 at 10:08 PM
To: <jimad@msn.com>
Cc: wacaucus@googlegroups.com <wacaucus@googlegroups.com>

But lots of positive news for protection of our Old Growth forests and attention to healthy watersheds. Healthy forests and watersheds will benefit the climate. (Based on a cursory look at the Forestry section — § 23001 of the bill.)

On Jul 27, 2022, at 8:32 PM, James Adcock <jimad@msn.com> wrote:

To view this discussion on the web visit <https://groups.google.com/d/msgid/wacaucus/2B6EB3F7-216F-4602-BE0B-89E96EE2F989%40comcast.net>.

From: REBECCA WOLFE <rr.wolfe@comcast.net>
Date: Thu, Jul 28, 2022 at 10:09 PM
To: <jimad@msn.com>
Cc: wacaucus@googlegroups.com <wacaucus@googlegroups.com>

But lots of positive news for protection of our Old Growth forests and attention to healthy watersheds. Healthy forests and watersheds will benefit the climate. (Based on a cursory look at the Forestry section — § 23001 of the bill.)

On Jul 27, 2022, at 8:32 PM, James Adcock <jimad@msn.com> wrote:

To view this discussion on the web visit <https://groups.google.com/d/msgid/wacaucus/2B6EB3F7-216F-4602-BE0B-89E96EE2F989%40comcast.net>.

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This is a message from the NW Energy Coalition's Washington Caucus (wacaucus) listserv. Messages are not moderated. Any opinions expressed in this email are those of the author and not necessarily those of the NW Energy Coalition, its members, board or staff.

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From: <roger@lippnet.us>
Date: Fri, Jul 29, 2022 at 8:02 AM
To: <wacaucus@googlegroups.com>

Did anybody catch this part?

The measures, outlined late Wednesday in the 725-page spending bill, require the sale of drilling rights in the Gulf of Mexico and Alaska. The bill would also make new renewable power projects on federal land and water contingent on future sales.

“This is a climate suicide pact,” said Brett Hartl, a director with the Center for Biological Diversity, an Arizona-based environmental group. “The amount of leasing this bill mandates is absolutely massive. I don’t think the climate offsets are enough to cover all the drilling that is going to happen.”

Under the legislation, the Interior Department would only be able to issue new wind and solar rights over the next decade if it recently held oil and gas lease sales. The requirements would constrain the administration’s ability to pare fossil fuel developments on federal land, despite pleas from climate activists to halt drilling and rapidly pivot to green energy.

The new oil easing requirements come in addition to other fossil fuel benefits that are loathed by environmentalists ...

<https://www.bloomberg.com/news/articles/2022-07-28/manchin-deal-mandates-oil-and-gas-lease-sales-in-gulf-and-alaska>

From: wacaucus@googlegroups.com <wacaucus@googlegroups.com> **On Behalf Of** Brian Grunkemeyer
Sent: Thursday, July 28, 2022 12:35 AM
To: James Adcock <jimad@msn.com>; wacaucus@googlegroups.com
Subject: [wacaucus] RE: Schumer Manchin "Climate Change" Bill

Yes, this doesn’t seem revolutionary, and isn’t up to the challenge of our time. But it’s the best we’re going to get with the current Senate, and probably the only thing we’re going to get through January.

Additionally, many utilities model scenarios assuming some Federal climate action eventually – as small as it is, it shows at least one step in the right direction. Imagine if people thought political support for climate action would never materialize into a passable bill?

Take the win, come back later to fight again, either at the state or federal level. Hopefully in January there will be 51 senators on one side, or some actual support for policies from the other half of the Senate. Eventually, I naively hope that senators will let governing take priority over not giving your opponent a political point. Unfortunately that’s not how the Senate operates today.

--

This is a message from the NW Energy Coalition's Washington Caucus (wacaucus) listserv. Messages are not moderated. Any opinions expressed in this email are those of the author and not necessarily those of the NW Energy Coalition, its members, board or staff.

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From: [Kathe W.](#)
To: [City of Vancouver - Office of the City Manager](#); [City Council](#)
Subject: Comments for August 8 Council Workshop
Date: Sunday, July 24, 2022 10:22:36 AM

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

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Vehicles that are powered by EV batteries are NOT a diversified energy system fundamentally stronger, more affordable, and more reliable. Read below:

At one time, “Saving the Environment” and “Fighting Climate Change” were synonymous. That is no longer true. The quest for Clean Energy through electric vehicles (EVs) epitomizes “the end justifies the means.”

According to the International Energy Agency (IEA), an electric vehicle requires six times the mineral inputs of a comparable internal combustion engine vehicle (ICE). EV batteries are very heavy and are made with some exotic, expensive, toxic, and flammable materials.

The primary metals in EV batteries include Nickel, Lithium, Cobalt, Copper and Rare Earth metals (Neodymium and Dysprosium). The mining of these materials, their use in manufacturing and their ultimate disposal all present significant environmental challenges. Ninety percent of the ICE lead-acid batteries are recycled while only five percent of the EV lithium-ion batteries are.

Oil has been so demonized that we tend to overlook some of its positive traits as a power source relative to the battery power of EVs. The power for an internal combustion engine, oil, is a homogeneous commodity found abundantly around the world (*especially in our own backyard*). In 2019, the four top oil producing nations were the United States, Russia, Saudi

Arabia, and Canada. In contrast, the power for EVs is dependent on a mixture of diverse commodities from just a handful of third world countries.

In spite of the environmental hysteria about oil drilling, the surface area disturbed is relatively small since the oil is extracted from under the ground. In contrast, many of the materials prominent in the clean energy revolution are obtained through open-pit horizontal mining which is extremely damaging to wide areas of the environment.

This is why we need to be careful about requiring everyone's cars to be dependent on EV batteries. I would hope that the City of Vancouver and the state of Washington will be thoughtful about what decisions they make.

Katherine Worsley

17956 SE 41st Loop, Vancouver WA 98683

From: [frank keeler](#)
To: [City Council](#)
Subject: Climate change planning Comments
Date: Sunday, July 24, 2022 10:40:22 AM

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

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

Thank you for taking time to understand our position on climate change planning for the city of Vancouver WA.

Climate change is an on going debate encouraged by left wing radicals to scare and intimidate people to follow their miss guided ideology. Anyone involved in computer modeling programming for climate will tell you that modeling is notoriously corruptible. Currently there is no true scientific data showing that the climate changed by man would cause the climate to change any differently than it normally would in the earths climate cycles. In fact CO2 is a normal gas in our atmosphere that is needed for plant growth. The pot farm growers pump it into there growing operations, so the state should know this is fact. There are around 7 different major weather modeling systems and dozens of smaller ones, none of these systems data is ever the same, that shows the inaccuracy of the Modeling data. It is my opinion that the state of Washington is lead by people with no scientific expertise that would warrant taxing its citizens by using the scare tactics and intimidation of climate change.

To electrify everything is the same brand of manure we were sold in the 70's "go all electric and pay less" until WPPSS "whoops"when down the drain and Electric rates sky rocked and half the population had to go out and buy a wood stove so they could heat their homes. Those that don't learn from history are bound to repeat it, so here we go again. "whoops". Ask Germany about Climate change and having to burn their furniture to keep warm.

Frank & Theresa Keeler
1608 SE 173rd Ave
Vancouver WA 98683

ftkeeler@yahoo.com

From: [David Malland](#)
To: [City of Vancouver - Office of the City Manager](#)
Cc: [HUGH JONSON](#); [BONNIE JONSON](#)
Subject: ZERO DIESEL EMISSIONS 1837 hrs 23 JULY, 2022
Date: Saturday, July 23, 2022 7:54:58 PM

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

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VANCOUVER MAYOR: THERES AN INVENTION IN WASHINGTON STATE WITH OVER TWENTY YEARS OF R & D AND NINE U.S. PATENTS THAT CONVERTS MOST DIESEL ENGINES TO ZERO EMISSIONS AND SINCE COLD PLASMA CONSUMES ALL (100%) OF THE FUEL, IT ALSO INCREASES MILEAGE! A CURRENT EXAMPLE IS OUR STOCK FREIGHTLINER WITH 8+ MPG BEFORE.....AND 12+ MPG NOW (AFTER INSTALLATION).

THATS HUGE.....AND IS CERTIFIED BY WASHINGTON STATE, THE BOEING COMPANY, AND THE CALIFORNIA AIR RESOURCES BOARD (CARB). THE TOUGHEST AIR QUALITY REGULATORS IN THE WORLD, CARB STATED (AND DOCUMENTED) "IT MAY BE MADE, SOLD, AND DISTRIBUTED IN CALIFORNIA ".

>

> YOU SHOULD SPEAK WITH THE INVENTOR TO BETTER UNDERSTAND HOW IT WORKS AND HOW IT ACTUALLY PERFORMS. (YOU COULD INSTALL IT ON ONE TRUCK, DIESEL CAR, CITY PARK TRACTOR, OR GENERATOR TO PROVE IT'S EFFICACY). THE INVENTOR IS HUGH JONSON, A HIGHLY DECORATED VIETNAM PURPLE HEART RECIPIENT, AND EX-POW MILITARY BROTHER OF MINE WHO SERIOUSLY DESERVES YOUR ATTENTION.

>

> THIS IS A WASHINGTON STATE EMISSIONS AND CALIFORNIA AIR RESOURCES BOARD (CARB) CERTIFIED INVENTION THAT ELIMINATES EXPENSIVE FILTERS AND PRODUCES ZERO DIESEL EMISSIONS, THAT I PERSONALLY ENDORSE.

>> THREE GOOD REASONS TO CALL ARE; 1. YOUR MISSION STATEMENT PROMOTES "WORKING WITH PRIVATE SECTOR ENTITIES WITH PROVEN TECHNOLOGY" THAT YOU NEED FOR YOUR CITY; (THATS US)!

>> 2. OUR COMMANDER-IN-CHIEF'S GOAL IS "ZERO EMISSIONS ON ALL GOVERNMENT VEHICLES BY 2030",(YOU CURRENTLY HAVE NO (NO) VIABLE SOLUTION FOR YOUR CITY); AND 3. WE ARE READY TO PRESENT OUR ZERO DIESEL EMISSIONS SYSTEM AND ANSWER ALL OF YOUR QUESTIONS IN PERSON. THANK YOU.

>> SINCERELY, DAVE MALLAND COMMAND MASTER CHIEF, U.S. COAST GUARD (39 YEARS, RET.)

>> P.S. : FOR OUR PRESENTATION OR QUESTIONS; PLEASE CONTACT MR. HUGH JONSON DIRECTLY AT:

>> (360) 661-5001 (SEATTLE TIME) OR HUGH_K7HUG@YAHOO.COM



From: [Lande, Aaron](#)
To: [Obotette, Stephanie](#)
Subject: FW: Press Release: Eugene City Council Advances Policy to Transition New Construction to All-Electric, Sets Ambitious Targets for Decarbonizing Existing Buildings | Cascadia Wildlands
Date: Thursday, July 28, 2022 8:48:59 AM

Also for inclusion in the community comments to staff. Thanks

From: Cathryn Chudy <chudyca@gmail.com>
Sent: Thursday, July 28, 2022 7:44 AM
To: Lande, Aaron <aaron.lande@cityofvancouver.us>; Small, Rebecca <Rebecca.Small@cityofvancouver.us>
Subject: Press Release: Eugene City Council Advances Policy to Transition New Construction to All-Electric, Sets Ambitious Targets for Decarbonizing Existing Buildings | Cascadia Wildlands

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"In addition to voting to advance ambitious targets for electrifying homes and buildings, the City Council also voted to direct the City Manager to return to the city with a public engagement plan regarding the transition of existing buildings to all electric, focused on social, environmental and economic equity. To effectively serve the low-income communities and communities of color that are most burdened by fossil fuel pollution, high energy bills, and climate crisis, Eugene's policy framework for transitioning existing homes to run on 100% clean energy must be developed in partnership with local community leaders."

<https://www.cascwild.org/press-release-eugene-city-council-advances-policy-to-transition-new-construction-to-all-electric-sets-ambitious-targets-for-decarbonizing-existing-buildings/>

Press Release: Eugene City Council Advances Policy to Transition New Construction to All-Electric, Sets Ambitious Targets for Decarbonizing Existing Buildings

FOR IMMEDIATE RELEASE

July 27, 2022

Contacts:

Bethany Cotton, *Cascadia Wildlands*, 503-327-4923, bethany@cascwild.org

Danny Noonan, *Breach Collective*, 541-653-5795, danny@breachcollective.org

EUGENE, OREGON — In a major step toward a clean energy future, the Eugene City Council voted today to move forward with a suite of measures advancing the transition off of gas in

homes and buildings. The motions include one directing staff to draft ordinance language to mandate that all new homes be constructed 100% electric by June 1, 2023; a second advancing conversations to transition new commercial and industrial construction to require all electric; and a third directing the City Manager to formalize Eugene's goal of electrifying all existing residential and commercial buildings by 2035.

"The first step when you are in a hole is to stop digging. As the consequences of climate change bear down on our state, it has never been more clear that we cannot afford to expand the use of fossil fuels by connecting new homes to the gas system. Eugene's vote today brings us one step closer to the clean energy future for homes we urgently need," **said Dylan Plummer, senior campaign representative with the Sierra Club.**

The votes come as the city of Eugene swelters in triple digit temperatures this week – the latest climate-fueled heat wave to strike the Northwest, where access to cooling in homes remains low. In addition to cutting climate pollution, electrifying homes using highly-efficient electric appliances like heat pumps, which provide affordable cooling, will also boost household resilience in the face of extreme heat.

"The urgency of acting on climate could not be more clear: our communities are experiencing the impacts of climate inaction now: sweltering heat and high wildfire risk, along with the indoor air pollution related health impacts of continued reliance on dirty, dangerous fossil fuels," **said Bethany Cotton, conservation director with Cascadia Wildlands.** "Eugene has an ambitious climate plan, but heretofore has not done enough to enliven that document. We applaud the council for moving these resolutions forward and look forward to them finalizing the ordinances this fall."

In addition to voting to advance ambitious targets for electrifying homes and buildings, the City Council also voted to direct the City Manager to return to the city with a public engagement plan regarding the transition of existing buildings to all electric, focused on social, environmental and economic equity. To effectively serve the low-income communities and communities of color that are most burdened by fossil fuel pollution, high energy bills, and climate crisis, Eugene's policy framework for transitioning existing homes to run on 100% clean energy must be developed in partnership with local community leaders.

"Transitioning homes in Eugene off of fossil fuels in favor of clean energy can advance public health, racial, and income justice. We look forward to partnering with the city in developing a policy framework that will ensure low-income communities and communities of color are prioritized in the transition to healthier homes, and not left behind," **said Eloise Navarro, environmental climate justice coordinator with the Eugene/Springfield NAACP.**

Eugene's vote directing staff to draft ordinance language phasing out gas in new homes and buildings follows months of community engagement and workshops — during which NW Natural, the gas utility serving the city, sought to derail the policy, despite the health, climate and economic benefits. In recent [testimony](#) from the utility in an ongoing rate case surrounding its proposed 11.8% rate hike for residential customers, the utility affirmed its intent to bill utility customers for staff time spent fighting Eugene's climate policy for new homes.

"The Eugene City Council has been subjected to months of fossil fuel industry manipulation tactics from NW Natural. Today, the Council listened to the hundreds of community members

who testified and emailed them supporting a just transition and proved that they will not back down from delivering on healthy and climate-resilient homes for their constituents,” **said Aya Cockram, coalition coordinator with Fossil Free Eugene.**

“After months of intense lobbying, advertising and other scare tactics by one of Oregon’s largest fossil fuel corporations, it is relieving to see Eugene City Council hold firm and continue on the path towards building electrification. Electrifying new residential buildings is the low-hanging fruit, and we now have a clear timeline for making that happen. But it is encouraging that Council also signaled their commitment to taking on the challenge of electrifying new commercial buildings and our existing building stock,” **said Danny Noonan, climate and energy strategist with Breach Collective.**

ELECTRONIC SUBMITTAL

July 29, 2022

Mayor Anne McEnerny-Ogle
Mayor Pro-Tem Ty Stober
Members of the Vancouver City Council
City Manager Eric Holmes
City of Vancouver
PO Box 1995
Vancouver, WA 98668-1995

July 29, 2022

Dear Mayor McEnerny-Ogle, Councilmembers and City Manager Holmes,

Thank you for the opportunity to comment on the next steps of the City of Vancouver Climate Action Plan. We commend the City of Vancouver for its 15 years of significantly reducing carbon without a structured plan and are excited to partner on decarbonization and innovation.

Addressing climate change is urgent and complex, and as partner in decarbonization, we know that options and consequences need to be fully evaluated with the latest technology, market analysis, and modeling data in mind. NW Natural continues to have concerns about language within the Building & Energy category of the current draft list of actions.

While we are appreciative that city staff has begun stating publicly there is no ban on natural gas proposed for this policy, and that the plan is “energy source agnostic”, we have specific concern around the ambiguous language of the Buildings & Energy actions. The ambiguity results in assumptions and perceptions that natural gas is to be phased out of the energy supply in the City of Vancouver versus the approach of a coordinated plan: One which leverages existing gas infrastructure, alongside electricity infrastructure and innovation/new technologies, to achieve the carbon transition in an affordable and reliable way. It is also possible that some language is simply incorrect and updating it has been an oversight with the chance to correct now.

Among our concerns

- BE1.13 in the GHG Impact Table – It is possible this current language is just a mistake and needs to be refined. Currently, it confuses demand side strategies with supply side. It states: “Reduce building energy demand” as the strategy but then speaks to supplying renewable gases like renewable natural gas and renewable hydrogen. NW Natural recommends congruence in the language and the simplest change is to change the strategy to “Shift to Renewable Energy Supply” or some variation.

- Action BE.1.F Natural Gas Demand Management. We again request this be changed to “Work with NWN to reduce demand for energy provided by the gas system through energy efficiency in accordance with NWN’s Vision 2050 (“RNG Constrained” Scenario)”.
- Action BE.2.A (Home electrification incentives (existing)), BE.2.B (Commercial building electrification incentives (existing)), and BE.2.C (Heat pumps in new commercial and multi-family residential) fall far short of including the emerging technologies and reduction of carbon emissions. While these certainly do not say “ban on natural gas”, it is reasonable to imply that it could be perceived that way.
- Actions BE.2.A and BE.2.B clearly say there would be a push to transition from natural gas to electrification, not to mention BE.2.D (All-electric incentives for new development), BE.2.E (All-electric reach code for new development) and BE.2.F (All-electric reach code for residential buildings), each of which is – in its essence – a codified ban on new natural gas hookups.
- Action BE.2.H (Contractor training for electric transition) details should include all types of heat pumps, furnaces, water heat and fireplaces so that emerging and new technologies (i.e. gas heat pumps) that are not quite on the market are not eliminated as options.
- Finally, throughout BE.2 actions, there are references to smart energy that should not be strictly associated with electrification efforts as they are completely unrelated. Smart energy actions should be specific and recognize emerging and future technologies, or they should not be included.

We have worked with staff to highlight these concerns and ask for the opportunity to write them differently – focusing on “decarbonization” instead of “electrification,” with the interests of all your constituents in mind but the language continues to persist in drafts.

Request for data transparency

Further, staff and the consultant estimate GHG reductions for various actions but, even after NW Natural requested via public records request, the data used to model the estimated savings on the GHG Savings Table has not been shared with NW Natural.

NW again requests the city provide data to stakeholders. We request the ability to review the derivation of the data being published for each action in the Buildings and Energy sections. We are specifically interested in how both gas and electricity supply are modeled together for reliability evaluation alongside carbon reduction and under current and new laws.

NW Natural continues to refine our work and planning under Vision 2050: Destination Zero, a scenario analysis of how to achieve carbon neutrality for our entire system by 2050. Moreover, NW Natural’s modeling results are consistent with the most comprehensive, regionally-specific analysis of building electrification in the context of economy-wide decarbonization that exists, a 2018 study by Environmental+Energy Economics (“E3 Study”) – contracted by NW Natural. This study analyzed the most efficient and cost-effective approach to decarbonizing the economy in the Pacific Northwest while focusing on the important issue of reliably serving heating loads during cold weather events. That study concluded that natural gas companies serving existing and new customers while decarbonizing “is a cost-effective strategy to meet the region’s climate goals while also reliably serving winter peak demands.” Other studies have demonstrated only that electrification is one possible means of accomplishing the GHG reduction goals but did not compare other potential decarbonization pathways or indicate that the only option is to pursue electrification as the only means of achieving the GHG-reduction goals. For example, one study from the National Renewable Energy Laboratory specifically stated that it focused on the potential for and impacts of a high electrification pathway but “[d]id not

compare these scenarios to alternative GHG abatement pathways,” and “d[id] not judge or evaluate the likelihood of [electrification] pathways or their merit relative to other strategies.”

Given that most comprehensive analysis conducted to date concludes that both approaches appear to be feasible methods of meeting climate goals there is no basis for assertions that Vancouver must move rapidly toward building electrification to meet its climate goals.

New opportunities for collaboration and investment

Additionally, considering the July 27, 2022, federal announcement regarding the currently titled “Inflation Reduction Act,” we see many opportunities to create local investment in new technologies if timelines for development are prioritized – potentially including tax credits on conditioning equipment for RNG cleaning and conditioning equipment – but only if projects begin construction in the near term. This is our early read, and while this legislation has yet to pass, the draft is promising, and we would be pleased to discuss more in the coming months. We urge the city and staff to prioritize collaborative projects as soon as possible.

As your partner in the energy sources for the City of Vancouver’s residents, we continue to position ourselves ready to work together. That said, we do invite the council to challenge and correct the current language in draft actions, in the interest of being clear and unambiguous with residents and businesses about the city’s commitment to lead on an “energy source agnostic” Climate Action Plan. We are always available to participate in conversations about re-wording these actions.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Nelson Holmberg', with a stylized, flowing script.

Nelson Holmberg
Community Affairs & Customer Acquisition Manager, Clark County

July 29, 2022
Alliance for Community Engagement SWWA (ACE)

Vancouver City Council and Staff

Dear City Council and Staff,

Thank you for your continued work to establish Vancouver as a leader in addressing the climate crisis. The ambitious goals the Council set in June 2022 reflect a deep commitment to the work of making Vancouver more livable, resilient, and equitable in a changing climate.

ACE and the organizations we represent support many of the actions identified as potential high priorities in the Climate Action Plan (CAP). Vehicle electrification, building electrification, reductions in transportation impacts and emissions, access to transportation options, and a renewed focus on expanding and sustaining green spaces will help Vancouver meet its ambitious goals while averting and reducing some of the worst impacts of fossil fuel use and climate change.

Additionally, we urge the City to de-prioritize specific actions that have the potential to bolster fracked gas use in Vancouver. For the foreseeable future, Vancouver's gas supply will remain dominated by fracked gas. Vancouver's CAP should not rely on NW Natural's (NWN) Smart Energy program or renewable natural gas (RNG), which may be expensive, unavailable, or involve purchasing credits for the capture of methane from out-of-state sources (methane that will never enter Vancouver's gas system).

As the CAP nears completion, ACE would like to share our suggestions to strengthen specific aspects of the plan. We are grateful for the opportunity to comment, and would be happy to discuss these points further with you.

Buildings section –

- **BE.1.E** Municipal section – Add clarifying language making explicit that the reference to renewable natural gas is specific to the wastewater treatment center's methane capture process (p. 5 of Draft Actions).
- **BE.2.A** and **BE.2.B** – To improve the accuracy of these sections, remove references to "Smart Energy" and NWN, since this program and NWN are not focused on electrification (pp. 9 & 10).
- **BE.2.G** - Update this section to read simply: "Work with NWN to reduce the intensity of natural gas" so the City isn't seen as endorsing specific approaches such as renewable natural gas, hydrogen technologies and offsets (p. 13).

Additionally, we suggest considering the use of energy scorecards for transfer of all buildings ([residential](#) & [commercial](#)) – both sale & rental. This stipulation could be initially voluntary and eventually mandated. It could be included in the provision regarding working with realtors and could also include working with developers. The City can decide later on a preferred scoring system (we prefer the scorecards from the EPA/DOE because they do not favor a private company).

Transportation & Land Use section –

- Add into Strategy **TLU2** the following clarifications:
 - Under the supporting action titled, “Modal Hierarchy,” add language that considerations relating to serving overburdened and underserved communities will be part of the evaluation process for prioritizing projects/investments.
 - Under the supporting action titled “City Plan Alignment,” add language around including a timeline, and ensure public transparency on how alignment will be achieved.

Additionally, we suggest that the City include language about seeking to build more park & rides as incentives to reduce VMT/encourage transit ridership, and working with the County to incentivize conversion of denser buildings near transit hubs, via a property tax exemption.

Natural Systems & Water Resources section –

- Add into Strategy **NS1** that the City will include salmon and other species recovery into the prioritization of areas for resiliency/restoration.
- Add into Strategy **NS2** that the City will pursue increasing the overall tree canopy goal and deploy strategies for increasing tree canopy, including around bike lanes & pedestrian paths, and around playgrounds. Consider additional ways to increase open space and tree canopy, such as adding a positive factor for increased green spaces, in a reference to the Multifamily Housing Property Tax Exemption.

We support the City's efforts to coordinate CAP actions across agencies and within the City. We suggest adding in C-Tran and school districts as partners across all the actions.

It's helpful for City staff to identify in presentations how City departments are already integrating consideration of CAP actions. Relatedly, has the City identified any next steps regarding the municipal energy fund since that received attention at the June meeting?

Thank you for your hard work, diligence, and success in crafting CAP actions.

Sincerely,

Alliance for Community Engagement

From: [Cathryn Chudy](#)
To: [City Council](#)
Cc: [Lande, Aaron](#); [Small, Rebecca](#)
Subject: For the August 8th Workshop on Vancouver's Draft Climate Action Plan
Date: Friday, July 29, 2022 3:00:24 PM

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

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

For the Aug. 8th Workshop on the Draft Climate Action Plan (CAP):

I support the City of Vancouver's Draft Actions to **“Work With NWN to reduce demand for natural gas” (BE 1.F) and “Work with NWN to reduce the carbon intensity of natural gas” (BE 2.G)**. These Actions are clearly necessary for emissions reduction, since existing homes and businesses will need time, support and resources to transition to electric. However, I am concerned that Vancouver is endorsing expansion of NWN's Smart Energy program as a viable way to accomplish these essential actions under home and commercial building electrification, which in effect puts our city on record encouraging a program leading to the opposite of what the stated actions intend.

I am a 71 year old long time Vancouver resident. My old house has had a gas furnace and water heater for nearly two decades, after decommissioning my oil furnace in 2003. When I made the decision to put in gas back then, I knew nothing about the health hazards and climate impacts of burning gas in my home, even in what was then considered to be a “high efficiency” system for heating my house and water.

NW Natural tells me that renewable natural gas (RNG) is “on its way home” and “can be delivered through our existing pipeline to your home or business.” NWN offers me a way to “reduce carbon emissions” by enrolling in the Smart Energy Program for RNG, for an additional \$8 a month on my bill. My gas bill has gone up and will continue to rise with periodic rate increase requests by the utility, even though my retirement income remains the same.

If I did not know better, I would enroll and pay the \$8 a month extra, even if it meant going without other things on my now limited income, because I care about doing my part to reduce my carbon footprint and I see “renewable” as the key to doing that. I would not know that “renewable natural gas” has cost, availability and feasibility barriers that make it a “false solution” for decarbonizing buildings.

This past month my gas water heater stopped working and the repair person determined it was a leak that could not be repaired. I had to replace my water heater. If I believed NW Natural bill inserts about energy efficiency and gas water heaters, I would replace my water heater with another gas one, locking me into another 20 years of heating my water with gas. And, when my gas furnace (also nearly 2

decades old) fails, I would then replace it with a gas furnace for the same reason. I would make this “choice” believing that along with my \$8 a month “Smart Energy” voluntary contribution to NWN for RNG, I will soon be getting “renewable natural gas,” thereby doing the best for myself and my community’s environment. And, I would forego the better decision to replace it with a much more efficient heat pump that would give me air conditioning in these very hot stretches that now happen so much more frequently.

I have researched the impacts of continuing to burn methane gas on our health and our environment, as well as the realistic barriers to “renewable natural gas” being actually used and effective in decarbonizing my home. I know that switching to electric would help health, safety and our community environment.

Vancouver should not encourage/endorse expanding an offset program offered by a private utility (NWN's “Smart Energy” program). It does not in fact “reduce the intensity” of the gas that is delivered by NWN's pipelines to our homes and businesses here in Vancouver. The program most likely will maintain and even increase the demand for “natural” (fracked) gas in our buildings.

Promoting RNG as a climate-friendly alternative (which is what the Smart Energy program is all about) is really a greenwash used by gas utilities like our NWN. RNG is costly to acquire, the supply of source material is minimal and from out-of-state, and it still requires fossil fuel infrastructure. NWN is free to offer this voluntary program to its customers, but I believe it is not wise or credible for our city of Vancouver to even inadvertently encourage expanding this program as written into the Draft Climate Action Plan under home and commercial electrification sections.

There is an additional equity concern with encouraging the Smart Energy Program in that those who are most affected by the public health and climate impacts of continued use of gas in their homes are also those who can least afford to add the additional “voluntary” \$8 a month to their already rising gas bills, or to afford switching to electric when their gas appliances die. The underlying equity lens for accomplishing the Actions in the CAP points to our city doing everything it can with programs to assist residents with transitioning to electric as soon as possible.

Vancouver is on track with Washington state to actively support the transition away from fossil fuel infrastructure with building electrification, and our Climate Action Plan should reflect that. Please talk about this at the Aug. 8 workshop, and I hope you will direct city staff to amend the Draft Actions to remove “Work with NW Natural to expand participation in the Smart Energy program (carbon-neutral option) to offset natural gas emissions”. This appears on p. 9, under “Home Electrification Incentives” and p. 10, under “Commercial Building Electrification Incentives.”

Thank you for everything you are doing to get the CAP across the finish line!

Cathryn Chudy

From: [Cathryn Chudy](#)
To: [City Council](#)
Cc: [Lande, Aaron](#); [Small, Rebecca](#)
Subject: For Vancouver's Aug. 8th Workshop review and discussion of Draft CAP Actions
Date: Friday, July 29, 2022 4:34:54 PM

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

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

Re: Proposed Actions for decarbonizing Buildings and Energy

In the proposed Draft Actions for Vancouver's Climate Action Plan in the **Buildings and Energy** section: Action BE.2.G: "Natural Gas Carbon Intensity" the Action Summary includes "hydrogen technologies" to reduce the carbon intensity of natural gas (for building heating and cooling).

For the record, **the article below** is directed at policy makers, and ends with this conclusion about hydrogen for reducing emissions in buildings:

*"The "code red" flashed by the newest [UN climate report](#) confirms we cannot afford to give credence to delay tactics and derail proven actions on climate that are necessary today. **Green hydrogen has the potential to play a pivotal role in reducing emissions in hard-to-electrify sectors. But buildings are not the place for it.**"*

The content of this article provides an in depth explanation for **why hydrogen is not suitable as a solution to decarbonize buildings**.

Once again, I support working with NWN to reduce the carbon intensity of natural gas in existing buildings as Vancouver implements investments in electrification, particularly for those least able to afford the transition from gas to electric for heating and cooling, as a key Action in the CAP for reducing emissions and protecting public health (an equity issue).

What doesn't make sense is for Vancouver to include in proposed Actions the pursuit of "hydrogen technologies" as a way to decarbonize our buildings, as this article illustrates. Given the aggressive CAP emissions reduction goals, the timeline for making an equitable transition, and the unique public health challenges Vancouver faces, we need readily available and proven, least-cost energy sources for buildings, provided by the electrification pathway.

I appreciate this opportunity to provide feedback to Council and staff in advance of the Aug. 8th Workshop discussion.

-Cathryn Chudy

Vancouver, WA

chudyca@gmail.com

<https://www.nrdc.org/experts/rachel-fakhry/hydrogen-buildings-poster-child-tech-crastination#:~:text=Hydrogen%20can%20hypothetically%20substitute%20for,a%20highly%20efficient%20heat%20pump.>

Hydrogen in Buildings: The Poster Child of Tech-Crastination

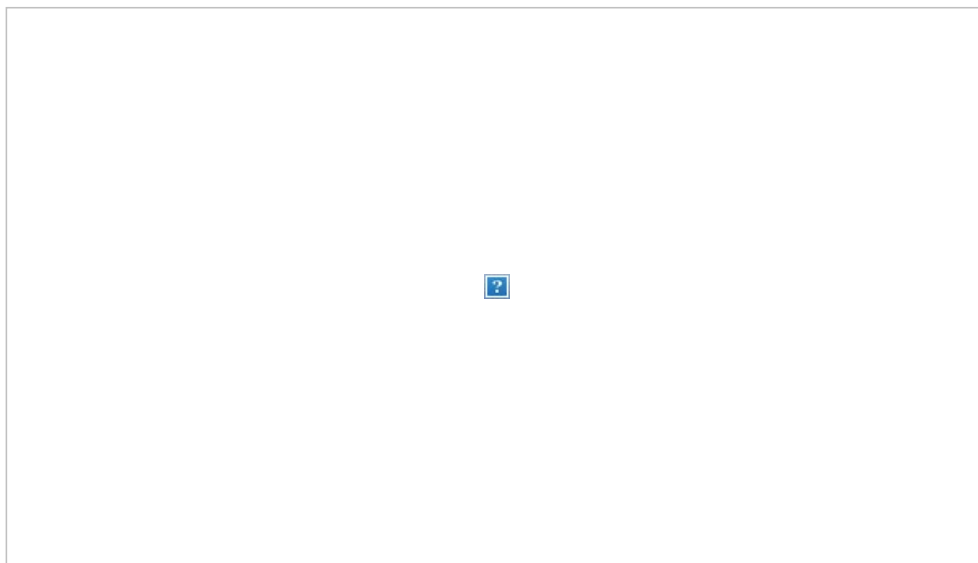
September 07, 2021 [Rachel Fakhry Merrian Borgeson](#)

[Tech-crastination](#) refers to cases where the promise of a future technology diminishes interest in the deployment of existing, reliable, and cost-effective technologies. Tech-crastination is an appropriate characterization of the gas industry's claims around the suitability of hydrogen as a solution to decarbonize buildings, even though heating homes with hydrogen is one of the least-efficient and most costly options available.

Green hydrogen has emerged as the darling of the gas industry and those considering pathways to reach aggressive climate targets. It is a promising solution to clean up the most challenging sectors of the economy—aviation, maritime shipping, and steelmaking—where electrification faces technical hurdles. However, it is an [inefficient and costly solution](#) outside of those narrow applications where it's uniquely suited for the task.

For example, green hydrogen is a woefully inefficient and risky solution to decarbonize buildings relative to proven and readily available high-efficiency electric heat pumps. Despite this reality, and to protect and perpetuate their business model, some in the gas industry are increasingly [broadcasting](#) the merits of hydrogen's widespread use in buildings and setting up the [foundations](#) for its deployment. This could derail investments in building efficiency and electrification, undermine climate progress, and lock customers into expensive and illusive hydrogen-heavy pathways. Burning hydrogen in homes could also *worsen* indoor air pollution.

Policymakers should cut through the industry noise and decisively pursue widespread electrification as the lower-cost and lower-risk solution to decarbonize buildings.



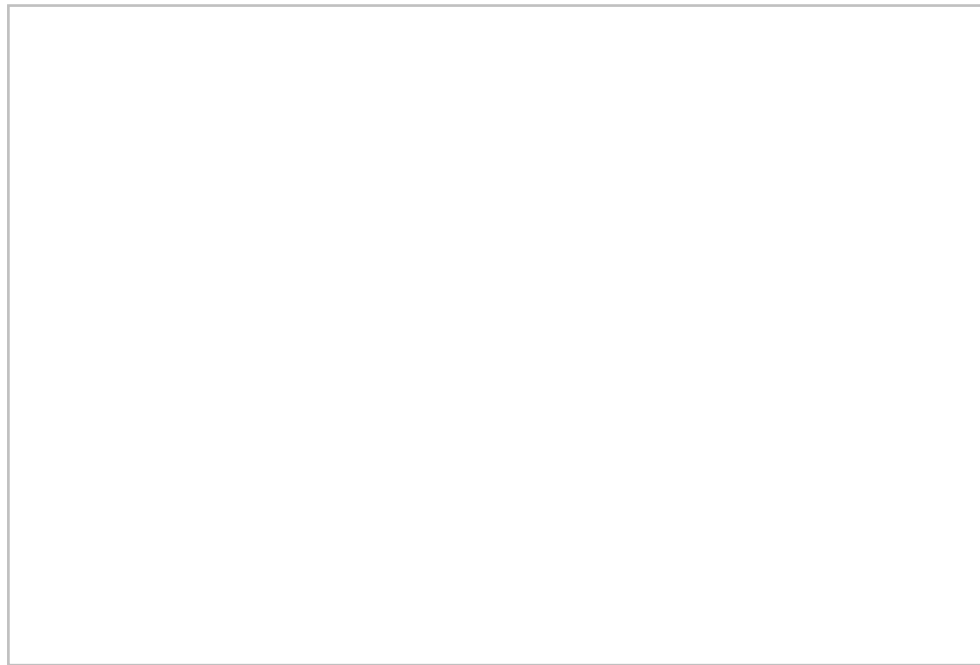
Hydrogen use to heat buildings receives a meagre “F” grade on the now-famous Liebreich “hydrogen ladder.”
Source: Liebreich: ‘Oil sector is lobbying for inefficient hydrogen cars because it wants to delay electrification’,
Recharge News, 2021

Hydrogen use in buildings creates harmful air pollution

Burning hydrogen [generates harmful air pollutants](#), and the extent to which those could be mitigated remains uncertain. This reality is acknowledged by California gas utilities; they [recognize](#) that, due to hydrogen's chemical characteristics, blends of hydrogen and methane may even yield *higher* emissions of health-damaging nitrogen oxides than methane alone. In contrast, heat pumps produce *zero* indoor air pollution by eliminating combustion, and provide a robust pathway towards zero-emission buildings as the electricity supply transitions away from fossil fuel generation.

An inefficient and risky solution relative to direct and efficient electrification

Hydrogen can *hypothetically* substitute for methane gas in heating buildings. However, a range of studies ([here](#) and [here](#)) estimate that heating a home with green hydrogen would require **5 to 6 times more renewable electricity** than heating that same home with a highly efficient heat pump. **More than 20 percent of the electricity is lost** in producing the hydrogen and readily available high-efficiency heat pumps can be **4.5 times more efficient** relative to the still pre-commercial hydrogen boilers (figure below). Opting for hydrogen instead of a high-efficiency heat pump is akin to choosing to take your car to work, spend 30 minutes in gridlock traffic and pay \$35 for parking to boot, instead of biking 10 minutes from home.



*Relative Efficiency of Heating Electricity in Heat Pumps vs. Electrolytic Hydrogen in Boilers
from a study conducted by the U.K. Climate Change Committee
Source: Hydrogen in a Low-Carbon Economy, UK CCC, 2018*

This wide efficiency differential has important implications on both the costs and risk profile of hydrogen-heavy pathways. Achieving the U.S. climate goals will require a [substantial increase](#) in wind and solar deployment. An unnecessary **fivefold multiplier** on this renewable buildout would massively increase the difficulty of cleaning up our economy. It also raises potential hydrogen [supply risks](#), which must be aptly considered in evaluating the suitability of an extensive hydrogen agenda. A diverse group of European stakeholders has [urged](#) their governments to steer clear of pursuing hydrogen as a widespread solution in buildings on account of those critical limitations. Policymakers across the globe should heed this recommendation.

The “no-disruption” slogan is a myth: hydrogen requires modified or entirely new pipelines and appliances

Some in the gas industry argue that using hydrogen to heat buildings is a “[no-disruption](#)” solution relative to electrification, owing to the potential to utilize the existing gas network to transport the hydrogen. But this claim ignores some critical challenges.

Hydrogen is a [fundamentally different](#) gas relative to methane gas:

- When blended at high shares with methane, its chemical properties cause embrittlement to steel gas pipelines and diminish their integrity;
- It’s a much smaller molecule than methane and is thereby more [prone](#) to leakage, with important implications on the required pipe materials.

Hydrogen could be blended with methane in low proportions with minimal investments into the existing gas system—perhaps [up to 7 percent](#) by energy, although this is subject to ongoing [investigations](#). However, any quantity of hydrogen exceeding the 7 percent threshold is likely to require either **major network repurposing measures or the buildout of an entirely new dedicated hydrogen pipeline network**.

Our appliances are also [not made](#) to run on a high mix of hydrogen; gas boilers, furnaces and cookstoves would have to be **replaced with hydrogen-compatible alternatives**, which are not currently available to consumers.

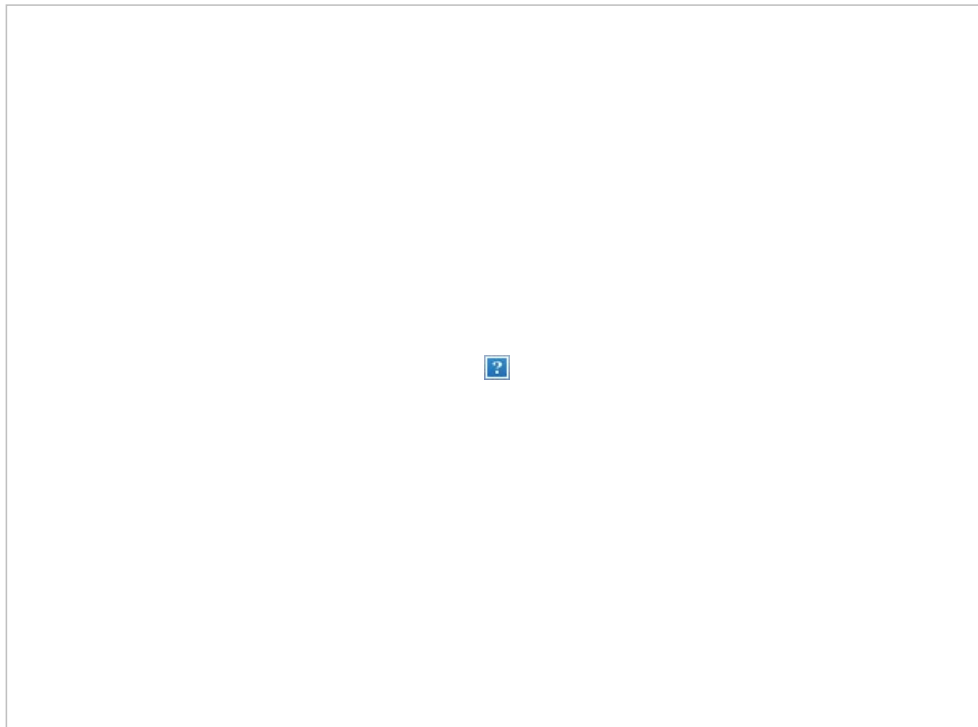
The high costs and effort associated with a large-scale conversion to hydrogen therefore decidedly impugn the glossy “no disruption” marketing claim.

Risks of expensive energy system “supersizing”

Some claim that widespread hydrogen use in buildings would deliver huge savings on electric transmission and distribution infrastructure relative to the electrification of buildings. However, this premise is questionable as it selectively overlooks the broader picture. While it may deliver some savings on electricity distribution infrastructure, a hydrogen-

heavy pathway would require large incremental infrastructure elsewhere on the system due to its much lower efficiency relative to direct electrification and the need for a hydrogen-compatible network.

A [study](#) by the European Climate Foundation found that the savings on electric network infrastructure in a high hydrogen case would be much smaller than the increased costs in renewable projects, electrolyzers, and storage facilities to produce and store green hydrogen, and in the upkeep and refurbishing of the gas network to transport the hydrogen. This energy infrastructure “supersizing” sharply increases energy system costs and household energy bills relative to high electrification cases.



Source: *Towards Fossil-Free Energy in 2050*, European Climate Foundation, 2019.

The high hydrogen case reflects more expanded hydrogen use and moderate electrification in both buildings and transportation. The study estimates a net 36% increase in infrastructure costs in the high hydrogen case. The 22% reduction in electricity network investments is largely outweighed by the 248% increase in expenses on electrolyzers, storage facilities, and refurbishing gas networks. The study also estimates a 16% increase in investments in renewable energy projects in the high hydrogen case.

Misleading claims are intended to delay electrification and could produce expensive lock-in effects

Marketing claims around the merits of the future, widespread hydrogen use in buildings could dull support for electrification among decision makers and reduce related investments. It seems likely that these dubious claims are often made with the intention of [delaying](#) crucial investments in the transition away from fossil infrastructure. This technostation risks undermining climate progress, as numerous studies ([here](#) and [here](#)) have concluded that rapid building electrification and efficiency retrofits in this decade are critical to meeting both the new U.S. 2030 [Paris target](#) and the 2050 net-zero greenhouse emissions target. In addition, continuously pouring investments into the existing gas system with future repurposing to hydrogen in mind (an attractive proposition to gas utilities) risks locking customers into an expensive pathway to deep decarbonization. It could also result in the stranding of gas or hydrogen networks, following an ultimate switch to electrification, the costs of which would be shouldered by customers.

Recommendations for Policymakers: Ignore the Noise and Prioritize Building Electrification and Efficiency

Policymakers should prioritize building electrification and efficiency as the demonstrably more cost-effective widespread solution for buildings. More specifically:

- Policymakers should cut through the noise and decisively proceed with the widespread roll-out of high-efficiency heat pumps in buildings, energy efficiency upgrades, and the development of [smart demand management policies](#). Hydrogen may have a supportive role in niche contexts, and such a proposition could be investigated based on independent assessments.

- Policymakers should exercise caution with efforts to keep pouring money into maintaining and expanding the gas network, premised on the future repurposing to hydrogen, and instead deploy a planning process for its gradual decommissioning in a manner that protects customers and workers. Repurposing portions of the gas network is a compelling proposition to serve challenging sectors that may require priority access to hydrogen—such as steelmaking and maritime shipping—and this targeted opportunity should be examined further.

The “code red” flashed by the newest [UN climate report](#) confirms we cannot afford to give credence to delay tactics and derail proven actions on climate that are necessary today. Green hydrogen has the potential to play a pivotal role in reducing emissions in hard-to-electrify sectors. But buildings are not the place for it.

About the Authors

[Rachel Fakhry](#)

Senior Advocate, Climate & Clean Energy Program

[Merrian Borgeson](#)

Senior Scientist, Climate & Clean Energy Program

From: [Tracy Ceravolo](#)
To: [City Council](#)
Subject: Climate action plan comment
Date: Friday, July 29, 2022 5:23:46 PM

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

Hello again. One of the most impactful sectors of our economy when it comes to greenhouse gases is food. I know there is no way to mandate diet changes, but I think if there was some recognition of the devastating climate impacts of the animal agriculture industry, people might try to make adjustments on their own. Maybe there can be some kind of positive messaging put out about how switching from animal products is healthier for you and the planet, without sounding preachy?

I sincerely hope you will read this article addressing this!!!

[https://cdn.vox-cdn.com/thumbor/a5clRscG1RfNNR4yvoQDSmo1Se4=/0x0:1536x1380/920x0/filters:focal\(0x0:1536x1380\):format\(webp\):no_upscale\(\)/cdn.vox-cdn.com/uploads/chorus_asset/file/22321449/Environmental_impact_of_food_by_life_cycle_stage_1536x1380.png](https://cdn.vox-cdn.com/thumbor/a5clRscG1RfNNR4yvoQDSmo1Se4=/0x0:1536x1380/920x0/filters:focal(0x0:1536x1380):format(webp):no_upscale()/cdn.vox-cdn.com/uploads/chorus_asset/file/22321449/Environmental_impact_of_food_by_life_cycle_stage_1536x1380.png)

Thank you,
Tracy Ceravolo

From: T.C
To: City Council
Subject: Draft plan comment on Climate
Date: Friday, July 29, 2022 5:25:22 PM

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

Hello. I have comments about your climate draft action plan. One of the concerning things to me is about gas lines running into homes. As someone who used to live in a home with gas appliances and heat and now has a home with all electric, I feel that I have a good perspective on this.

I really don't feel like there should be any gas lines running to residences. There is no reason for it. Heat pumps are efficient and reliable. Induction stoves are a fantastic replacement for gas stoves. No one really needs a gas fireplace as it is just for show.

We have heat pumps in our current house. Many of them are decades old and in perfect working order. Of course they can cool our house in summer as well, but we usually can keep the house cool by closing curtains during the day and opening windows at night. In winter, we let the sun help heat our home. Heat pumps sip energy, and if your electricity source is GREEN (help us, Clark PUD), then you are really reducing your climate footprint.

I used to love cooking on a gas stove, and I cook A LOT. Now that I have an induction stove, I find it to be superior for MANY reasons. It does not put off extra heat which keeps your home cooler in summer PLUS makes it easier to sense when your food is hot. It is very easy to clean. I can wipe the burner while it is on if water boils over (no dangerous flame). It is instant like gas as well. I think if more people would learn about the advantages of cooking on induction stoves, they would give up their gas stoves without a problem.

To replace a gas fireplace, people can use soy candles in a fireplace area. No dangerous pollution emitted, and no explosive methane leak possible.

Methane is dangerously explosive and dangerous for our climate. Please be strict on this antiquated, destructive industry.

Sincerely,
Tracy Ceravolo

From: [Therese Livella](#)
To: [City Council](#)
Subject: Climate
Date: Friday, July 29, 2022 11:41:10 AM

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

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

Dear Vancouver Council,
I urge you to take strong, swift action on climate change. I am not a Vancouver resident but I know all smaller communities in SW Washington are looking to you for leadership and guidance. Most of us in out lying communities work or play in Vancouver. Please set an example of how we can make improvements to our quality of life on planet Earth.

Peace,
Therese Livella

From: [Lande, Aaron](#)
To: [Obotette, Stephanie](#)
Subject: FW: Information about ACE's Climate Action Teach-In | Thank you, info and links
Date: Friday, July 29, 2022 3:05:49 PM

We can add this one too. Thanks

From: Heidi Cody <hcodystudio@gmail.com>
Sent: Friday, July 29, 2022 2:58 PM
To: Lande, Aaron <aaron.lande@cityofvancouver.us>
Subject: Information about ACE's Climate Action Teach-In | Thank you, info and links

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

Hello Aaron,

Our Alliance for Community Engagement's (ACE's) Climate Action Teach-In last evening drew widespread participation across the community. Thank you to Councilmembers Diana Perez, surprise guest Councilmember Sarah Fox, and new co-sponsors LULAC, Community Roots Collaborative, WA Poor People's Campaign, and Vancouver for Peace! It's so nice to see our wider Vancouver community joining together in support of our City's important work on climate.

Here is a link to the [Vancouver Climate Action Toolkit](#). This is a great all-in-one information hub with information about the CAP, the fossil fuel moratorium, and how to take action.

Here is a link to the [Climate Action Teach-In slide presentation](#) we used last night. The "Resources" page has links to the Climate Action Toolkit, City's Climate Action Plan, the Climate Adaptation Strategy, and more information about the WA Health Disparities Map.

And here is a link to a [recording of the Teach-In](#), in case you're interested (there is a long lead-in, but it gets going at 6:00).

We also hope to show an outdoor screening of Don't Look Up later in August, as a youth-outreach effort to get more new voices involved.

We support what our City Council is doing on climate action. Thank you for all your work.

Sincerely,

Heidi Cody

From: [Lande, Aaron](#)
To: [Obotette, Stephanie](#)
Subject: FW: Comments on Draft Climate Action Plan
Date: Friday, July 29, 2022 12:26:36 PM

For the compilation. Thanks

From: Thomas Curtis <tc63@hotmail.com>
Sent: Friday, July 29, 2022 12:15 PM
To: City Council <council@cityofvancouver.us>
Cc: Small, Rebecca <Rebecca.Small@cityofvancouver.us>; Lande, Aaron <aaron.lande@cityofvancouver.us>
Subject: Comments on Draft Climate Action Plan

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

Greetings City Council,

We are writing to provide feedback on the draft Climate Action Plan (CAP).

We are supportive of what is included in the list of strategies so far and offer the following additional considerations:

- We see a number of strategies related to energy efficiency and electrification, but do not see strategies related to code innovation related to using buildings for carbon sequestration. With the anticipated growth in the city, we recommend evaluating the impact of additional strategies that incentivize and remove barriers for using buildings to store carbon and allow for alternative building materials and methods. The work of [ReCode](#), [International Living Futures Institute](#), and [Northwest Ecobuilding Guild](#) are just a few examples of groups who provide suggestions for municipal code changes and/or alternative building standards. The city could take many steps, such as establishing an Alternative Technology Advisory Committee like the City of Portland which assists reviewing innovative sustainable building technologies and methods for compliance with the Building Code requirements, or look for ideas in the Northwest Ecobuilding Guild Code Innovations Database or other green building code resources. Due to the city's ambitious timeline, which we support, it makes sense to leverage work that others have done that need local decision makers to champion and make possible.
-
- Related to the above point, Clark County Code [40.200.090](#), which has sunset, was a pilot program for sustainable development projects. The goal of the program was to encourage the development of buildings and communities that incorporate benchmarks of the [Living Building Challenge](#) by allowing departures

from code requirements that might otherwise discourage or prevent such buildings from being built. We recommend the city add a strategy that would allow for departures from some codes in certain circumstances.

-
- Related to strategies SW-1, NS1.3, and NS1.4: in addition to siting a composting facility within Clark County, we also recommend the city remove any barriers for community composting programs. The [Institute for Self Reliance](#) has several resources on what local governments can do to promote composting in their jurisdiction.
-
- Strategy NS1.3 mentions reduction of synthetic fertilizers. We recommend committing to no use of synthetic fertilizers to make this a more impactful strategy.
-
- We recommend adding a strategy related to green/vegetated roofs on commercial buildings. This type of action can serve a dual purpose, like other green infrastructure related strategies, to both help sequester carbon and reduce urban heat island effects. Several other cities have green roof programs, such as the [City of Portland](#).
-
- We recommend adding a strategy related to alternative urban infrastructure materials, such as shifting preferred road and sidewalk materials away from extractive materials tied to fossil fuel, like asphalt, or promoting lower carbon footprint concrete over commonly used Portland Cement.
-
- We recommend strategy BE1.1 be expanded to address deep energy retrofits.
-
- We recommend including a strategy that considers de-paving as a way to transform over-paved areas of the city.

Thank you for your time and consideration of these recommendations.

Regards,
Thomas and Jenna
ZIP: 98663

-- Sent from **Nancy Gleim** to **Vancouver City Council** on Jul 25, 2022 --

Thank you for your commitment to tackling climate change and protecting community health and safety from new and expanded fossil fuel facilities. I urge you to take the next steps to finalize and passing a strong Climate Action Plan and adopting a clear and effective permanent fossil fuel ordinance.

The draft Climate Action Plan includes critical pollution reduction measures that will make Vancouver a leader in equitable climate action. Vehicle electrification, building electrification, reductions in transportation impacts and emissions, access to transportation options, and a renewed focus on expanding and sustaining green spaces will help Vancouver meet its ambitious goals while averting and reducing some of the worst impacts of fossil fuel use and climate change.

As you approach the workshop on the final Climate Action Plan, I urge you to prioritize energy efficiency and electrification of buildings rather than supporting gas and the gas industry's programs as a solution for buildings moving forward. The City has an important opportunity to direct resources that prioritize public health as part of building climate resiliency and protection, including the health and safety of where people live and work and electrification provides an affordable, and cleaner path to meeting these goals. I also urge you to ensure that the Plan is both well documented and integrated across the City's departments so that the public can track progress.

Finally, I appreciate the persistent work of Vancouver staff and leaders to develop a permanent, defensible fossil fuel ordinance for Vancouver. New and expanded toxic bulk fossil fuel facilities endanger our community, which has already experienced decades of disproportionate health and safety impacts from our existing facilities.

The draft code changes developed by staff and currently under consideration by the Planning Commission represent an important step forward for Vancouver in protecting community health and safety from fossil fuel facilities. Specifically, we support the prohibition of new bulk fossil fuel storage and handling facilities, and application of conditional use permit and strong special use requirements including seismic upgrades, spill prevention and fire response plans, and financial assurance. The requirements to establish capacity baselines and report annually on storage and transport, as well as the clear prohibition on conversion back to fossil fuel uses, are also strong and necessary accountability measures in the code. I urge you to continue to champion this work and ultimately pass a strong fossil fuel ordinance which centers community health, safety, and environmental justice.

Thank you for your work to protect our community and make our City a leader in climate action,
Nancy Gleim
313 Charlotte Way
Vancouver, WA 98664

-- Sent from **Connie Nelson** to **Vancouver City Council** on Jul 25, 2022 --

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Thank you for your work to protect our community and make our City a leader in climate action,

Connie Nelson
16914 NE 20th St
Vancouver, WA 98684

-- Sent from **Eulalia Soto** to **Vancouver City Council** on Jul 25, 2022 --

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Thank you for your work to protect our community and make our City a leader in climate action,

Eulalia Soto
9013 NE Hwy 99
Vancouver, WA 98665

-- Sent from **Jennifer Reed to Vancouver City Council** on Jul 25, 2022 --

The environment must come first. It's how we survive!!!

Thank you for your commitment to tackling climate change and protecting community health and safety from new and expanded fossil fuel facilities. I urge you to take the next steps to finalize and passing a strong Climate Action Plan and adopting a clear and effective permanent fossil fuel ordinance.

The draft Climate Action Plan includes critical pollution reduction measures that will make Vancouver a leader in equitable climate action. Vehicle electrification, building electrification, reductions in transportation impacts and emissions, access to transportation options, and a renewed focus on expanding and sustaining green spaces will help Vancouver meet its ambitious goals while averting and reducing some of the worst impacts of fossil fuel use and climate change.

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Thank you for your work to protect our community and make our City a leader in climate action,

Jennifer Reed
600 SE 96th Ave

Vancouver, WA 98664

-- Sent from **Den Wichar** to **Vancouver City Council** on Jul 25, 2022 --

Thank you for tackling climate change, and for protecting our community from new and expanded fossil fuel facilities. I urge you to also pass strong Climate Action Plan and adopt clear and effective permanent fossil fuel ordinance.

Draft Climate Action Plan includes critical pollution reduction measures to have Vancouver lead in equitable climate action. Vehicle electrification, building electrification, reductions in transportation impacts and emissions, access to transportation options, and renewed focus on expanding and sustaining green spaces will help Vancouver meet its ambitious goals while reducing impacts of fossil fuel use and climate change.

Ahead of the workshop on final Climate Action Plan, I urge you to prioritize energy efficiency and electrification of buildings rather than supporting gas and gas industry programs. The City has important opportunity to direct resources that prioritize public health as part of building climate resiliency and protection, including health and safety of spaces where people live and work. Electrification provides affordable and cleaner path to meeting these goals.

I appreciate the persistent work of Vancouver staff and leaders to develop permanent, defensible fossil fuel ordinance for Vancouver. New and expanded toxic bulk fossil fuel facilities endanger our community, which has already experienced decades of disproportionate health and safety impacts from existing facilities.

Draft code changes developed by staff and currently under consideration by the Planning Commission represent progress for Vancouver in protecting community health and safety from fossil fuel facilities.

Specifically, we support prohibition of new bulk fossil fuel storage and handling facilities, and application of conditional use permit and strong special use requirements including seismic upgrades, spill prevention and fire response plans, and financial assurance. Requirements to establish capacity baselines and report annually on storage and transport, as well as clear prohibition on conversion back to fossil fuel uses, are also necessary accountability measures in the code. I urge you to continue to champion this work and ultimately pass strong fossil fuel ordinance which centers community health, safety, and environmental justice.

Thank you for your work to protect our community and make our City a leader in climate action,

Den Wichar

711 W 25th St

Vancouver, WA 98660

-- Sent from **Karla Everett** to **Vancouver City Council** on Jul 25, 2022 --

Thank you for your commitment to tackling climate change and protecting community health and safety from new and expanded fossil fuel facilities. I urge you to take the next steps to finalize and passing a strong Climate Action Plan and adopting a clear and effective permanent fossil fuel ordinance.

The draft Climate Action Plan includes critical pollution reduction measures that will make Vancouver a leader in equitable climate action. Vehicle electrification, building electrification, reductions in transportation impacts and emissions, access to transportation options, and a renewed focus on expanding and sustaining green spaces will help Vancouver meet its ambitious goals while averting and reducing some of the worst impacts of fossil fuel use and climate change.

As you approach the workshop on the final Climate Action Plan, I urge you to prioritize energy efficiency and electrification of buildings rather than supporting gas and the gas industry's programs as a solution for buildings moving forward. The City has an important opportunity to direct resources that prioritize public health as part of building climate resiliency and protection, including the health and safety of where people live and work and electrification provides an affordable, and cleaner path to meeting these goals. I also urge you to ensure that the Plan is both well documented and integrated across the City's departments so that the public can track progress.

Finally, I appreciate the persistent work of Vancouver staff and leaders to develop a permanent, defensible fossil fuel ordinance for Vancouver. New and expanded toxic bulk fossil fuel facilities endanger our community, which has already experienced decades of disproportionate health and safety impacts from our existing facilities.

The draft code changes developed by staff and currently under consideration by the Planning Commission represent an important step forward for Vancouver in protecting community health and safety from fossil fuel facilities. Specifically, we support the prohibition of new bulk fossil fuel storage and handling facilities, and application of conditional use permit and strong special use requirements including seismic upgrades, spill prevention and fire response plans, and financial assurance. The requirements to establish capacity baselines and report annually on storage and transport, as well as the clear prohibition on conversion back to fossil fuel uses, are also strong and necessary accountability measures in the code. I urge you to continue to champion this work and ultimately pass a strong fossil fuel ordinance which centers community health, safety, and environmental justice.

Thank you for your work to protect our community and make our City a leader in climate action,

Karla Everett
15310 NE 45th St
Vancouver, WA 98682

-- Sent from **cory mathews** to **Vancouver City Council** on Jul 25, 2022 --

Thank you for your commitment to tackling climate change and protecting community health and safety from new and expanded fossil fuel facilities. I urge you to take the next steps to finalize and passing a strong Climate Action Plan and adopting a clear and effective permanent fossil fuel ordinance.

The draft Climate Action Plan includes critical pollution reduction measures that will make Vancouver a leader in equitable climate action. Vehicle electrification, building electrification, reductions in transportation impacts and emissions, access to transportation options, and a renewed focus on expanding and sustaining green spaces will help Vancouver meet its ambitious goals while averting and reducing some of the worst impacts of fossil fuel use and climate change.

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Thank you for your work to protect our community and make our City a leader in climate action,
cory mathews
14319 SE 16th Cir
Vancouver, WA 98683

-- Sent from **Claire Morency** to **Vancouver City Council** on Jul 25, 2022 --

Thank you for your commitment to tackling climate change and protecting community health and safety from new and expanded fossil fuel facilities. I urge you to take the next steps to finalize and passing a strong Climate Action Plan and adopting a clear and effective permanent fossil fuel ordinance.

The draft Climate Action Plan includes critical pollution reduction measures that will make Vancouver a leader in equitable climate action. Vehicle electrification, building electrification, reductions in transportation impacts and emissions, access to transportation options, and a renewed focus on expanding and sustaining green spaces will help Vancouver meet its ambitious goals while averting and reducing some of the worst impacts of fossil fuel use and climate change.

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Thank you for your work to protect our community and make our City a leader in climate action,

Claire Morency
4918 NE 144th Ct
Vancouver, WA 98682

-- Sent from **John Cruz** to **Vancouver City Council** on Jul 25, 2022 --

Thank you for your commitment to tackling climate change and protecting community health and safety from new and expanded fossil fuel facilities. I urge you to take the next steps to finalize and passing a strong Climate Action Plan and adopting a clear and effective permanent fossil fuel ordinance.

The draft Climate Action Plan includes critical pollution reduction measures that will make Vancouver a leader in equitable climate action. Vehicle electrification, building electrification, reductions in transportation impacts and emissions, access to transportation options, and a renewed focus on expanding and sustaining green spaces will help Vancouver meet its ambitious goals while averting and reducing some of the worst impacts of fossil fuel use and climate change.

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Thank you for your work to protect our community and make our City a leader in climate action,

John Cruz
8912 SE Hillcrest Dr
Vancouver, WA 98664

-- Sent from **Celia Cruz** to **Vancouver City Council** on Jul 25, 2022 --

Thank you for your commitment to tackling climate change and protecting community health and safety from new and expanded fossil fuel facilities. I urge you to take the next steps to finalize and passing a strong Climate Action Plan and adopting a clear and effective permanent fossil fuel ordinance.

The draft Climate Action Plan includes critical pollution reduction measures that will make Vancouver a leader in equitable climate action. Vehicle electrification, building electrification, reductions in transportation impacts and emissions, access to transportation options, and a renewed focus on expanding and sustaining green spaces will help Vancouver meet its ambitious goals while averting and reducing some of the worst impacts of fossil fuel use and climate change.

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Thank you for your work to protect our community and make our City a leader in climate action,

Celia Cruz
8912 SE Hillcrest Dr
Vancouver, WA 98664

-- Sent from **Karen Wood** to **Vancouver City Council** on Jul 25, 2022 --

Thank you for your commitment to tackling climate change and protecting community health and safety from new and expanded fossil fuel facilities. I urge you to take the next steps to finalize and pass a strong Climate Action Plan and adopt a clear and effective permanent fossil fuel ordinance.

The draft Climate Action Plan includes critical pollution reduction measures that will make Vancouver a leader in equitable climate action. Vehicle electrification, building electrification, reductions in transportation impacts and emissions, access to transportation options, and a renewed focus on expanding and sustaining green spaces will help Vancouver meet its ambitious goals while averting and reducing some of the worst impacts of fossil fuel use and climate change.

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Thank you for your work to protect our community and make our City a leader in climate action,

Karen Wood
14910 NE 46th St
Vancouver, WA 98682

-- Sent from **Doris Raspa** to **Vancouver City Council** on Jul 25, 2022 --

Thank you for your commitment to tackling climate change and protecting community health and safety from new and expanded fossil fuel facilities. I urge you to take the next steps to finalize and passing a strong Climate Action Plan and adopting a clear and effective permanent fossil fuel ordinance.

The draft Climate Action Plan includes critical pollution reduction measures that will make Vancouver a leader in equitable climate action. Vehicle electrification, building electrification, reductions in transportation impacts and emissions, access to transportation options, and a renewed focus on expanding and sustaining green spaces will help Vancouver meet its ambitious goals while averting and reducing some of the worst impacts of fossil fuel use and climate change.

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Thank you for your work to protect our community and make our City a leader in climate action,

Doris Raspa
10500 NE 51st Cir
Vancouver, WA 98682

-- Sent from **William Sneiderwine to Vancouver City Council** on Jul 25, 2022 --

Thank you for your commitment to tackling climate change and protecting community health and safety from new and expanded fossil fuel facilities. I urge you to take the next steps to finalize and passing a strong Climate Action Plan and adopting a clear and effective permanent fossil fuel ordinance.

The draft Climate Action Plan includes critical pollution reduction measures that will make Vancouver a leader in equitable climate action. Vehicle electrification, building electrification, reductions in transportation impacts and emissions, access to transportation options, and a renewed focus on expanding and sustaining green spaces will help Vancouver meet its ambitious goals while averting and reducing some of the worst impacts of fossil fuel use and climate change.

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Thank you for your work to protect our community and make our City a leader in climate action,

William Sneiderwine
14901 SE Sunpark Dr
Vancouver, WA 98683

-- Sent from **Barbara Rehman** to **Vancouver City Council** on Jul 25, 2022 --

Thank you for your commitment to tackling climate change and protecting community health and safety from new and expanded fossil fuel facilities. I urge you to take the next steps to finalize and passing a strong Climate Action Plan and adopting a clear and effective permanent fossil fuel ordinance.

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Thank you for your work to protect our community and make our City a leader in climate action,

Barbara Rehman
3811 NE 94th St
Vancouver, WA 98665

-- Sent from **Laura Toussaint** to **Vancouver City Council** on Jul 25, 2022 --

Thank you for your commitment to tackling climate change and protecting community health and safety from new and expanded fossil fuel facilities. I urge you to take the next steps to finalize and passing a strong Climate Action Plan and adopting a clear and effective permanent fossil fuel ordinance.

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Thank you for your work to protect our community and make our City a leader in climate action,

Laura Toussaint
14301 SE 21st St
Vancouver, WA 98683

-- Sent from **Derya Ruggles** to **Vancouver City Council** on Jul 25, 2022 --

Thank you for your commitment to tackling climate change and protecting community health and safety from new and expanded fossil fuel facilities. I urge you to take the next steps to finalize and passing a strong Climate Action Plan and adopting a clear and effective permanent fossil fuel ordinance.

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Thank you for your work to protect our community and make our City a leader in climate action,

Derya Ruggles
4121 E 16th St
Vancouver, WA 98661

-- Sent from **Kathleen Murphy** to **Vancouver City Council** on Jul 25, 2022 --

Thank you for your commitment to tackling climate change and protecting community health and safety from new and expanded fossil fuel facilities. I urge you to take the next steps to finalize and passing a strong Climate Action Plan and adopting a clear and effective permanent fossil fuel ordinance.

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Thank you for your work to protect our community and make our City a leader in climate action,

Kathleen Murphy
1714 SE 144th Ct
Vancouver, WA 98683

-- Sent from **Niki Vogt** to **Vancouver City Council** on Jul 25, 2022 --

Thank you for your commitment to tackling climate change and protecting community health and safety from new and expanded fossil fuel facilities. I urge you to take the next steps to finalize and passing a strong Climate Action Plan and adopting a clear and effective permanent fossil fuel ordinance.

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Thank you for your work to protect our community and make our City a leader in climate action,

Niki Vogt
18211 NE 33rd Cir
Vancouver, WA 98682

-- Sent from **Julie Grobelny** to **Vancouver City Council** on Jul 25, 2022 --

Thank you for your commitment to tackling climate change and protecting community health and safety from new and expanded fossil fuel facilities. I urge you to take the next steps to finalize and passing a strong Climate Action Plan and adopting a clear and effective permanent fossil fuel ordinance.

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Thank you for your work to protect our community and make our City a leader in climate action,

Julie Grobelny
2506 E 28th St
Vancouver, WA 98661

-- Sent from **Charlie Garcia** to **Vancouver City Council** on Jul 25, 2022 --

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Thank you for your work to protect our community and make our City a leader in climate action,

Charlie Garcia
200 W 28th St
Vancouver, WA 98660

-- Sent from **Barbara Toussaint** to **Vancouver City Council** on Jul 25, 2022 --

Thank you for your commitment to tackling climate change and protecting community health and safety from new and expanded fossil fuel facilities. I urge you to take the next steps to finalize and passing a strong Climate Action Plan and adopting a clear and effective permanent fossil fuel ordinance.

The draft Climate Action Plan includes critical pollution reduction measures that will make Vancouver a leader in equitable climate action. Vehicle electrification, building electrification, reductions in transportation impacts and emissions, access to transportation options, and a renewed focus on expanding and sustaining green spaces will help Vancouver meet its ambitious goals while averting and reducing some of the worst impacts of fossil fuel use and climate change.

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Thank you for your work to protect our community and make our City a leader in climate action,

Barbara Toussaint
14301 SE 21st St
Vancouver, WA 98683

-- Sent from **Karissa Halstrom** to **Vancouver City Council** on Jul 26, 2022 --

Thank you for your commitment to tackling climate change and protecting community health and safety from new and expanded fossil fuel facilities. I urge you to take the next steps to finalize and passing a strong Climate Action Plan and adopting a clear and effective permanent fossil fuel ordinance.

The draft Climate Action Plan includes critical pollution reduction measures that will make Vancouver a leader in equitable climate action. Vehicle electrification, building electrification, reductions in transportation impacts and emissions, access to transportation options, and a renewed focus on expanding and sustaining green spaces will help Vancouver meet its ambitious goals while averting and reducing some of the worst impacts of fossil fuel use and climate change.

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Thank you for your work to protect our community and make our City a leader in climate action,

Karissa Halstrom
7819 NE 136th Ave
Vancouver, WA 98682

-- Sent from **mary n** to **Vancouver City Council** on Jul 26, 2022 --

Thank you for your commitment to tackling climate change and protecting community health and safety from new and expanded fossil fuel facilities. I urge you to take the next steps to finalize and passing a strong Climate Action Plan and adopting a clear and effective permanent fossil fuel ordinance.

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Thank you for your work to protect our community and make our City a leader in climate action,

mary n

14005 SE 38th St

Vancouver, WA 98683

-- Sent from **Michael Pinc** to **Vancouver City Council** on Jul 26, 2022 --

Thank you for your commitment to tackling climate change and protecting community health and safety from new and expanded fossil fuel facilities. I urge you to take the next steps to finalize and passing a strong Climate Action Plan and adopting a clear and effective permanent fossil fuel ordinance.

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Thank you for your work to protect our community and make our City a leader in climate action,

Michael Pinc
6201 NE 80th Ct
Vancouver, WA 98662

-- Sent from **Jon Smitherman** to **Vancouver City Council** on Jul 26, 2022 --

Thank you for your commitment to tackling climate change and protecting community health and safety from new and expanded fossil fuel facilities. I urge you to take the next steps to finalize and passing a strong Climate Action Plan and adopting a clear and effective permanent fossil fuel ordinance.

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Thank you for your work to protect our community and make our City a leader in climate action,

Jon Smitherman
1201 NE 125th Ave
Vancouver, WA 98684

-- Sent from **Hannah Liu** to **Vancouver City Council** on Jul 27, 2022 --

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Thank you for your work to protect our community and make our City a leader in climate action,

Hannah Liu
3008 NE 141st St
Vancouver, WA 98686

-- Sent from **Daniel Swink** to **Vancouver City Council** on Jul 27, 2022 --

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Thank you for your work to protect our community and make our City a leader in climate action,

Daniel Swink
7622 SE Maple Ave
Vancouver, WA 98664

-- Sent from **Donald Rose to Vancouver City Council** on Jul 28, 2022 --

As I sit in my kitchen prepping myself mentally for another new record breaking heat wave (this time for duration), I want to thank you for your commitment to tackling climate change and protecting community health and safety from new and expanded fossil fuel facilities. I urge you to take the next steps to finalize and pass a strong Climate Action Plan and adopt a clear and effective permanent fossil fuel ordinance.

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Thank you for your work to protect our community and make our City a leader in climate action,

Donald Rose
5700 Buena Vista Dr

Vancouver, WA 98661

-- Sent from **Chartisha Roberts** to **Vancouver City Council** on Jul 28, 2022 --

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Thank you for your work to protect our community and make our City a leader in climate action,

Chartisha Roberts
1319 NE 82nd Way
Vancouver, WA 98665

-- Sent from **Richard Kolber** to **Vancouver City Council** on Jul 28, 2022 --

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Thank you for your work to protect our community and make our City a leader in climate action,

Richard Kolber
11412 NE 49th St
Vancouver, WA 98682

-- Sent from **Xavieria Martinez-Armenta** to **Vancouver City Council** on Jul 28, 2022

--

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Thank you for your work to protect our community and make our City a leader in climate action,

Xavieria Martinez-Armenta
4032 NE 166th Ave

Vancouver, WA 98682

-- Sent from **Glen Johnson to Vancouver City Council** on Jul 28, 2022 --

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Thank you for your work to protect our community and make our City a leader in climate action,

Glen Johnson
1413 NE 115th St
Vancouver, WA 98685

-- Sent from **Heidi Cody** to **Vancouver City Council** on Jul 28, 2022 --

Hello again, dear Council. I have spent 8 years as a climate activist because I am worried about the world we are leaving for my daughter (now 9), and all future generations. I am grateful to live here in Vancouver, with such a responsive City Government, and for all your work tackling these enormous problems!

Thank you for your commitment to tackling climate change and protecting community health and safety from new and expanded fossil fuel facilities. I urge you to take the next steps to finalize and passing a strong Climate Action Plan and adopting a clear and effective permanent fossil fuel ordinance.

The draft Climate Action Plan includes critical pollution reduction measures that will make Vancouver a leader in equitable climate action. Vehicle electrification, building electrification, reductions in transportation impacts and emissions, access to transportation options, and a renewed focus on expanding and sustaining green spaces will help Vancouver meet its ambitious goals while averting and reducing some of the worst impacts of fossil fuel use and climate change.

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Thank you for your work to protect our community and make our City a leader in climate

action,
Heidi Cody
1506 SE 113th Ct
Vancouver, WA 98664

-- Sent from **Kay Ellison** to **Vancouver City Council** on Jul 28, 2022 --

I am so glad you are committed to work on climate change! With the obvious warming of our climate, especially the 116 degree heat dome last year, it is so important to me to do whatever we can to help our planet.

I have heard that planting trees is very helpful, obviously using less fossil fuel is very important. I would love to hear how we can help get solar energy to as many homes as possible. This could even be simply one or two panels. Every little bit helps! Thank you for your work for Vancouver!

Thank you for your commitment to tackling climate change and protecting community health and safety from new and expanded fossil fuel facilities. I urge you to take the next steps to finalize and passing a strong Climate Action Plan and adopting a clear and effective permanent plan.

The draft Climate Action Plan includes critical pollution reduction measures that will make Vancouver a leader in equitable climate action. Vehicle electrification, building electrification, reductions in transportation impacts and emissions, access to transportation options, and a renewed focus on expanding and sustaining green spaces will help Vancouver meet its ambitious goals while averting and reducing some of the worst impacts of fossil fuel use and climate change.

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work and ultimately pass a strong fossil fuel ordinance which centers community health, safety, and environmental justice.

Thank you for your work to protect our community and make our City a leader in climate action,

Kay Ellison

4303 NE 14th Ave

Vancouver, WA 98663

-- Sent from **Marcella Chandler** to **Vancouver City Council** on Jul 28, 2022 --

Thank you for your commitment to tackling climate change and protecting community health and safety from new and expanded fossil fuel facilities. I urge you to take the next steps to finalize and passing a strong Climate Action Plan and adopting a clear and effective permanent fossil fuel ordinance.

The draft Climate Action Plan includes critical pollution reduction measures that will make Vancouver a leader in equitable climate action. Vehicle electrification, building electrification, reductions in transportation impacts and emissions, access to transportation options, and a renewed focus on expanding and sustaining green spaces will help Vancouver meet its ambitious goals while averting and reducing some of the worst impacts of fossil fuel use and climate change.

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Finally, I appreciate the persistent work of Vancouver staff and leaders to develop a permanent, defensible fossil fuel ordinance for Vancouver. New and expanded toxic bulk fossil fuel facilities endanger our community, which has already experienced decades of disproportionate health and safety impacts from our existing facilities.

The draft code changes developed by staff and currently under consideration by the Planning Commission represent an important step forward for Vancouver in protecting community health and safety from fossil fuel facilities. Specifically, we support the prohibition of new bulk fossil fuel storage and handling facilities, and application of conditional use permit and strong special use requirements including seismic upgrades, spill prevention and fire response plans, and financial assurance. The requirements to establish capacity baselines and report annually on storage and transport, as well as the clear prohibition on conversion back to fossil fuel uses, are also strong and necessary accountability measures in the code. I urge you to continue to champion this work and ultimately pass a strong fossil fuel ordinance which centers community health, safety, and environmental justice.

Thank you for your work to protect our community and make our City a leader in climate action,

Marcella Chandler
1414 Kauffman Ave
Vancouver, WA 98660

-- Sent from **Lori Benton** to **Vancouver City Council** on Jul 28, 2022 --

Thank you for your commitment to tackling climate change and protecting community health and safety from new and expanded fossil fuel facilities. I urge you to take the next steps to finalize and passing a strong Climate Action Plan and adopting a clear and effective permanent fossil fuel ordinance. As a new grandparent and former teacher, I feel that it is urgent that we do as much as we can as quickly as we can to mitigate climate change that is already adversely affecting our children. Thanks again for your leadership in this matter.

The draft Climate Action Plan includes critical pollution reduction measures that will make Vancouver a leader in equitable climate action. Vehicle electrification, building electrification, reductions in transportation impacts and emissions, access to transportation options, and a renewed focus on expanding and sustaining green spaces will help Vancouver meet its ambitious goals while averting and reducing some of the worst impacts of fossil fuel use and climate change.

As you approach the workshop on the final Climate Action Plan, I urge you to prioritize energy efficiency and electrification of buildings rather than supporting gas and the gas industry's programs as a solution for buildings moving forward. The City has an important opportunity to direct resources that prioritize public health as part of building climate resiliency and protection, including the health and safety of where people live and work and electrification provides an affordable, and cleaner path to meeting these goals. I also urge you to ensure that the Plan is both well documented and integrated across the City's departments so that the public can track progress.

Finally, I appreciate the persistent work of Vancouver staff and leaders to develop a permanent, defensible fossil fuel ordinance for Vancouver. New and expanded toxic bulk fossil fuel facilities endanger our community, which has already experienced decades of disproportionate health and safety impacts from our existing facilities.

The draft code changes developed by staff and currently under consideration by the Planning Commission represent an important step forward for Vancouver in protecting community health and safety from fossil fuel facilities. Specifically, we support the prohibition of new bulk fossil fuel storage and handling facilities, and application of conditional use permit and strong special use requirements including seismic upgrades, spill prevention and fire response plans, and financial assurance. The requirements to establish capacity baselines and report annually on storage and transport, as well as the clear prohibition on conversion back to fossil fuel uses, are also strong and necessary accountability measures in the code. I urge you to continue to champion this work and ultimately pass a strong fossil fuel ordinance which centers community health, safety, and environmental justice.

Thank you for your work to protect our community and make our City a leader in climate action,

Lori Benton
13210 SE 7th St
Vancouver, WA 98683

-- Sent from **Sharon Sollenberger** to **Vancouver City Council** on Jul 28, 2022 --

Thank you for your commitment to tackling climate change and protecting community health and safety from new and expanded fossil fuel facilities. I urge you to take the next steps to finalize and passing a strong Climate Action Plan and adopting a clear and effective permanent fossil fuel ordinance.

The draft Climate Action Plan includes critical pollution reduction measures that will make Vancouver a leader in equitable climate action. Vehicle electrification, building electrification, reductions in transportation impacts and emissions, access to transportation options, and a renewed focus on expanding and sustaining green spaces will help Vancouver meet its ambitious goals while averting and reducing some of the worst impacts of fossil fuel use and climate change.

As you approach the workshop on the final Climate Action Plan, I urge you to prioritize energy efficiency and electrification of buildings rather than supporting gas and the gas industry's programs as a solution for buildings moving forward. The City has an important opportunity to direct resources that prioritize public health as part of building climate resiliency and protection, including the health and safety of where people live and work and electrification provides an affordable, and cleaner path to meeting these goals. I also urge you to ensure that the Plan is both well documented and integrated across the City's departments so that the public can track progress.

Finally, I appreciate the persistent work of Vancouver staff and leaders to develop a permanent, defensible fossil fuel ordinance for Vancouver. New and expanded toxic bulk fossil fuel facilities endanger our community, which has already experienced decades of disproportionate health and safety impacts from our existing facilities.

The draft code changes developed by staff and currently under consideration by the Planning Commission represent an important step forward for Vancouver in protecting community health and safety from fossil fuel facilities. Specifically, we support the prohibition of new bulk fossil fuel storage and handling facilities, and application of conditional use permit and strong special use requirements including seismic upgrades, spill prevention and fire response plans, and financial assurance. The requirements to establish capacity baselines and report annually on storage and transport, as well as the clear prohibition on conversion back to fossil fuel uses, are also strong and necessary accountability measures in the code. I urge you to continue to champion this work and ultimately pass a strong fossil fuel ordinance which centers community health, safety, and environmental justice.

Green House Gases and air pollution affect my health as I have asthma and I am very concerned about the future effects of climate change for my daughter and grandsons.

Thank you for your work to protect our community and make our City a leader in climate action,
Sharon Sollenberger

6306 NE 87th Ave
Vancouver, WA 98662

-- Sent from **Tina Barrows** to **Vancouver City Council** on Jul 28, 2022 --

Dear Councilmembers,

I am gladdened that you all seem to have an excellent understanding of the Climate Crisis at hand.

PLEASE continue to work hard, and maybe even harder than you thought possible, to ensure the wellbeing of all living things in our community.

I have been terrified of the worsening stability of our natural habitats since a very young age- I'm 45 now and we are seeing tangible threats to the existence of human (and other) life. I want future generations (and myself, too) to have the luxury to dream about the future, rather than dread it.

Thank you for your commitment to tackling climate change and protecting community health and safety from new and expanded fossil fuel facilities. I urge you to take the next steps to finalize and passing a strong Climate Action Plan and adopting a clear and effective permanent fossil fuel ordinance.

The draft Climate Action Plan includes critical pollution reduction measures that will make Vancouver a leader in equitable climate action. Vehicle electrification, building electrification, reductions in transportation impacts and emissions, access to transportation options, and a renewed focus on expanding and sustaining green spaces will help Vancouver meet its ambitious goals while averting and reducing some of the worst impacts of fossil fuel use and climate change.

As you approach the workshop on the final Climate Action Plan, I urge you to prioritize energy efficiency and electrification of buildings rather than supporting gas and the gas industry's programs as a solution for buildings moving forward. The City has an important opportunity to direct resources that prioritize public health as part of building climate resiliency and protection, including the health and safety of where people live and work and electrification provides an affordable, and cleaner path to meeting these goals. I also urge you to ensure that the Plan is both well documented and integrated across the City's departments so that the public can track progress.

Finally, I appreciate the persistent work of Vancouver staff and leaders to develop a permanent, defensible fossil fuel ordinance for Vancouver. New and expanded toxic bulk fossil fuel facilities endanger our community, which has already experienced decades of disproportionate health and safety impacts from our existing facilities.

The draft code changes developed by staff and currently under consideration by the Planning Commission represent an important step forward for Vancouver in protecting community health and safety from fossil fuel facilities. Specifically, we support the prohibition of new bulk fossil fuel storage and handling facilities, and application of conditional use permit and strong special use requirements including seismic upgrades, spill prevention and fire response plans, and financial assurance. The requirements to

establish capacity baselines and report annually on storage and transport, as well as the clear prohibition on conversion back to fossil fuel uses, are also strong and necessary accountability measures in the code. I urge you to continue to champion this work and ultimately pass a strong fossil fuel ordinance which centers community health, safety, and environmental justice.

Thank you for your work to protect our community and make our City a leader in climate action,

Tina Barrows

471 NE 175th Ave

Vancouver, WA 98684

-- Sent from **Carrie Parks** to **Vancouver City Council** on Jul 28, 2022 --

Thank you for your commitment to tackling climate change and protecting community health and safety from new and expanded fossil fuel facilities. I urge you to take the next steps to finalize and passing a strong Climate Action Plan and adopting a clear and effective permanent fossil fuel ordinance.

The draft Climate Action Plan includes critical pollution reduction measures that will make Vancouver a leader in equitable climate action. Vehicle electrification, building electrification, reductions in transportation impacts and emissions, access to transportation options, and a renewed focus on expanding and sustaining green spaces will help Vancouver meet its ambitious goals while averting and reducing some of the worst impacts of fossil fuel use and climate change.

As you approach the workshop on the final Climate Action Plan, I urge you to prioritize energy efficiency and electrification of buildings rather than supporting gas and the gas industry's programs as a solution for buildings moving forward. The City has an important opportunity to direct resources that prioritize public health as part of building climate resiliency and protection, including the health and safety of where people live and work and electrification provides an affordable, and cleaner path to meeting these goals. I also urge you to ensure that the Plan is both well documented and integrated across the City's departments so that the public can track progress.

Finally, I appreciate the persistent work of Vancouver staff and leaders to develop a permanent, defensible fossil fuel ordinance for Vancouver. New and expanded toxic bulk fossil fuel facilities endanger our community, which has already experienced decades of disproportionate health and safety impacts from our existing facilities.

The draft code changes developed by staff and currently under consideration by the Planning Commission represent an important step forward for Vancouver in protecting community health and safety from fossil fuel facilities. Specifically, we support the prohibition of new bulk fossil fuel storage and handling facilities, and application of conditional use permit and strong special use requirements including seismic upgrades, spill prevention and fire response plans, and financial assurance. The requirements to establish capacity baselines and report annually on storage and transport, as well as the clear prohibition on conversion back to fossil fuel uses, are also strong and necessary accountability measures in the code. I urge you to continue to champion this work and ultimately pass a strong fossil fuel ordinance which centers community health, safety, and environmental justice.

Thank you for your work to protect our community and make our City a leader in climate action,

Carrie Parks
13009 NE 93rd St

Vancouver, WA 98682

-- Sent from **Gail Boaz** to **Vancouver City Council** on Jul 28, 2022 --

Thank you for your commitment to tackling climate change and protecting community health and safety from new and expanded fossil fuel facilities. I urge you to take the next steps to finalize and passing a strong Climate Action Plan and adopting a clear and effective permanent fossil fuel ordinance.

Although I live in Salmon Creek, outside of city limits, as a member of the community I will be directly impacted by actions taken according to these measures. I am hoping that the Clark County Council will follow your lead on these issues.

The draft Climate Action Plan includes critical pollution reduction measures that will make Vancouver a leader in equitable climate action. Vehicle electrification, building electrification, reductions in transportation impacts and emissions, access to transportation options, and a renewed focus on expanding and sustaining green spaces will help Vancouver meet its ambitious goals while averting and reducing some of the worst impacts of fossil fuel use and climate change.

As you approach the workshop on the final Climate Action Plan, I urge you to prioritize energy efficiency and electrification of buildings rather than supporting gas and the gas industry's programs as a solution for buildings moving forward. The City has an important opportunity to direct resources that prioritize public health as part of building climate resiliency and protection, including the health and safety of where people live and work and electrification provides an affordable, and cleaner path to meeting these goals. I also urge you to ensure that the Plan is both well documented and integrated across the City's departments so that the public can track progress.

Finally, I appreciate the persistent work of Vancouver staff and leaders to develop a permanent, defensible fossil fuel ordinance for Vancouver. New and expanded toxic bulk fossil fuel facilities endanger our community, which has already experienced decades of disproportionate health and safety impacts from our existing facilities.

The draft code changes developed by staff and currently under consideration by the Planning Commission represent an important step forward for Vancouver in protecting community health and safety from fossil fuel facilities. Specifically, we support the prohibition of new bulk fossil fuel storage and handling facilities, and application of conditional use permit and strong special use requirements including seismic upgrades, spill prevention and fire response plans, and financial assurance. The requirements to establish capacity baselines and report annually on storage and transport, as well as the clear prohibition on conversion back to fossil fuel uses, are also strong and necessary accountability measures in the code. I urge you to continue to champion this work and ultimately pass a strong fossil fuel ordinance which centers community health, safety, and environmental justice.

Thank you for your work to protect our community and make our City a leader in climate action,

Gail Boaz
2406 NE 139th St
Vancouver, WA 98686

-- Sent from **Jean Avery** to **Vancouver City Council** on Jul 28, 2022 --

Re: Climate Action Plan and Fossil Fuel Moratorium

Thank you for your leadership. Please:

-- Pass the strongest possible Climate Action Plan (with stronger Urban Forestry codes to protect mature trees)

-- Adopt a permanent fossil fuel ordinance.

Thank you for your work to protect our community and make our City a leader in climate action,

Jean Avery

13314 SE 19th St

Vancouver, WA 98683

-- Sent from **Pepper Kim** to **Vancouver City Council** on Jul 28, 2022 --

Thank you for your commitment to tackling climate change and protecting community health and safety from new and expanded fossil fuel facilities. I urge you to take the next steps to finalize and passing a strong Climate Action Plan and adopting a clear and effective permanent fossil fuel ordinance.

The draft Climate Action Plan includes critical pollution reduction measures that will make Vancouver a leader in equitable climate action. Vehicle electrification, building electrification, reductions in transportation impacts and emissions, access to transportation options, and a renewed focus on expanding and sustaining green spaces will help Vancouver meet its ambitious goals while averting and reducing some of the worst impacts of fossil fuel use and climate change.

As you approach the workshop on the final Climate Action Plan, I urge you to prioritize energy efficiency and electrification of buildings rather than supporting gas and the gas industry's programs as a solution for buildings moving forward. The City has an important opportunity to direct resources that prioritize public health as part of building climate resiliency and protection, including the health and safety of where people live and work and electrification provides an affordable, and cleaner path to meeting these goals. I also urge you to ensure that the Plan is both well documented and integrated across the City's departments so that the public can track progress.

Finally, I appreciate the persistent work of Vancouver staff and leaders to develop a permanent, defensible fossil fuel ordinance for Vancouver. New and expanded toxic bulk fossil fuel facilities endanger our community, which has already experienced decades of disproportionate health and safety impacts from our existing facilities.

The draft code changes developed by staff and currently under consideration by the Planning Commission represent an important step forward for Vancouver in protecting community health and safety from fossil fuel facilities. Specifically, we support the prohibition of new bulk fossil fuel storage and handling facilities, and application of conditional use permit and strong special use requirements including seismic upgrades, spill prevention and fire response plans, and financial assurance. The requirements to establish capacity baselines and report annually on storage and transport, as well as the clear prohibition on conversion back to fossil fuel uses, are also strong and necessary accountability measures in the code. I urge you to continue to champion this work and ultimately pass a strong fossil fuel ordinance which centers community health, safety, and environmental justice.

As a grandparent and retired teacher, I mostly worry about the future for young people. Without a clean, viable planet, everything else is immaterial. On a personal note, my neighbor and I try to go walking for our health as often as possible, but sometimes the air quality has prevented us from doing so. Also, I applaud our wonderful City of Vancouver for setting a positive, proactive example for other communities!

Thank you for your work to protect our community and make our City a leader in climate action,

Pepper Kim

1013 W St

Vancouver, WA 98661

-- Sent from **Curtis Chen** to **Vancouver City Council** on Jul 28, 2022 --

Dear Vancouver City Council:

My wife and I have lived in Vancouver since 2008, and in 2021 we bought a house in the Hearthwood neighborhood. We love our home and are doing all we can to protect it, and I hope you will do the same for Clark County and beyond.

Thank you for your commitment to tackling climate change and protecting community health and safety from new and expanded fossil fuel facilities. I urge you to take the next steps to finalize and passing a strong Climate Action Plan and adopting a clear and effective permanent fossil fuel ordinance.

As you approach the workshop on the final Climate Action Plan, I urge you to prioritize energy efficiency and electrification of buildings rather than supporting gas and the gas industry's programs as a solution for buildings moving forward. The City has an important opportunity to direct resources that prioritize public health as part of building climate resiliency and protection, including the health and safety of where people live and work and electrification provides an affordable, and cleaner path to meeting these goals. I also urge you to ensure that the Plan is both well documented and integrated across the City's departments so that the public can track progress.

Finally, I appreciate the persistent work of Vancouver staff and leaders to develop a permanent, defensible fossil fuel ordinance for Vancouver. New and expanded toxic bulk fossil fuel facilities endanger our community, which has already experienced decades of disproportionate health and safety impacts from our existing facilities.

One of our favorite features in our new house is the backyard, where we've been fortunate enough to host visitors, including dogs. We hope to be able to enjoy the outdoors for many years to come without fearing extreme temperatures or wildfire smoke hazards.

Best,
~Curtis

Thank you for your work to protect our community and make our City a leader in climate action,
Curtis Chen
14900 NE 7th St
Vancouver, WA 98684

-- Sent from **Lyn Sowdon** to **Vancouver City Council** on Jul 28, 2022 --

Thank you for your commitment to tackling climate change and protecting community health and safety from new and expanded fossil fuel facilities. I urge you to take the next steps to finalize and passing a strong Climate Action Plan and adopting a clear and effective permanent fossil fuel ordinance.

The draft Climate Action Plan includes critical pollution reduction measures that will make Vancouver a leader in equitable climate action. Vehicle electrification, building electrification, reductions in transportation impacts and emissions, access to transportation options, and a renewed focus on expanding and sustaining green spaces will help Vancouver meet its ambitious goals while averting and reducing some of the worst impacts of fossil fuel use and climate change.

As you approach the workshop on the final Climate Action Plan, I urge you to prioritize energy efficiency and electrification of buildings rather than supporting gas and the gas industry's programs as a solution for buildings moving forward. The City has an important opportunity to direct resources that prioritize public health as part of building climate resiliency and protection, including the health and safety of where people live and work and electrification provides an affordable, and cleaner path to meeting these goals. I also urge you to ensure that the Plan is both well documented and integrated across the City's departments so that the public can track progress.

Finally, I appreciate the persistent work of Vancouver staff and leaders to develop a permanent, defensible fossil fuel ordinance for Vancouver. New and expanded toxic bulk fossil fuel facilities endanger our community, which has already experienced decades of disproportionate health and safety impacts from our existing facilities.

The draft code changes developed by staff and currently under consideration by the Planning Commission represent an important step forward for Vancouver in protecting community health and safety from fossil fuel facilities. Specifically, we support the prohibition of new bulk fossil fuel storage and handling facilities, and application of conditional use permit and strong special use requirements including seismic upgrades, spill prevention and fire response plans, and financial assurance. The requirements to establish capacity baselines and report annually on storage and transport, as well as the clear prohibition on conversion back to fossil fuel uses, are also strong and necessary accountability measures in the code. I urge you to continue to champion this work and ultimately pass a strong fossil fuel ordinance which centers community health, safety, and environmental justice.

Thank you for your work to protect our community and make our City a leader in climate action,

Lyn Sowdon
12706 NE 11th St
Vancouver, WA 98684

-- Sent from **Gail Sears** to **Vancouver City Council** on Jul 28, 2022 --

Vancouver has an opportunity to be a leader in climate change legislation and planning. I appreciate that you are taking this seriously and urge you to create a plan with real impact and stringent standards.

We are in a climate emergency and need strong leadership to guide our choices.

There is no more important focus than climate change mitigation at this time. If you lead, the people WILL follow.

Thank you

Thank you for your work to protect our community and make our City a leader in climate action,

Gail Sears

5507 NE 75th St

Vancouver, WA 98661

-- Sent from **Dan Tracy** to **Vancouver City Council** on Jul 28, 2022 --

Thank you for your commitment to tackling climate change and protecting community health and safety from new and expanded fossil fuel facilities. I urge you to take the next steps to finalize and passing a strong Climate Action Plan and adopting a clear and effective permanent fossil fuel ordinance.

The draft Climate Action Plan includes critical pollution reduction measures that will make Vancouver a leader in equitable climate action. Vehicle electrification, building electrification, reductions in transportation impacts and emissions, access to transportation options, and a renewed focus on expanding and sustaining green spaces will help Vancouver meet its ambitious goals while averting and reducing some of the worst impacts of fossil fuel use and climate change.

As you approach the workshop on the final Climate Action Plan, I urge you to prioritize energy efficiency and electrification of buildings rather than supporting gas and the gas industry's programs as a solution for buildings moving forward. The City has an important opportunity to direct resources that prioritize public health as part of building climate resiliency and protection, including the health and safety of where people live and work and electrification provides an affordable, and cleaner path to meeting these goals. I also urge you to ensure that the Plan is both well documented and integrated across the City's departments so that the public can track progress.

Finally, I appreciate the persistent work of Vancouver staff and leaders to develop a permanent, defensible fossil fuel ordinance for Vancouver. New and expanded toxic bulk fossil fuel facilities endanger our community, which has already experienced decades of disproportionate health and safety impacts from our existing facilities.

The draft code changes developed by staff and currently under consideration by the Planning Commission represent an important step forward for Vancouver in protecting community health and safety from fossil fuel facilities. Specifically, we support the prohibition of new bulk fossil fuel storage and handling facilities, and application of conditional use permit and strong special use requirements including seismic upgrades, spill prevention and fire response plans, and financial assurance. The requirements to establish capacity baselines and report annually on storage and transport, as well as the clear prohibition on conversion back to fossil fuel uses, are also strong and necessary accountability measures in the code. I urge you to continue to champion this work and ultimately pass a strong fossil fuel ordinance which centers community health, safety, and environmental justice.

Thank you for your work to protect our community and make our City a leader in climate action,

Dan Tracy
8000 NE Hwy 99
Vancouver, WA 98665

-- Sent from **Monica Zazueta** to **Vancouver City Council** on Jul 28, 2022 --

Thank you for your commitment to tackling climate change and protecting community health and safety from new and expanded fossil fuel facilities. I urge you to take the next steps to finalize and passing a strong Climate Action Plan and adopting a clear and effective permanent fossil fuel ordinance.

The draft Climate Action Plan includes critical pollution reduction measures that will make Vancouver a leader in equitable climate action. Vehicle electrification, building electrification, reductions in transportation impacts and emissions, access to transportation options, and a renewed focus on expanding and sustaining green spaces will help Vancouver meet its ambitious goals while averting and reducing some of the worst impacts of fossil fuel use and climate change.

As you approach the workshop on the final Climate Action Plan, I urge you to prioritize energy efficiency and electrification of buildings rather than supporting gas and the gas industry's programs as a solution for buildings moving forward. The City has an important opportunity to direct resources that prioritize public health as part of building climate resiliency and protection, including the health and safety of where people live and work and electrification provides an affordable, and cleaner path to meeting these goals. I also urge you to ensure that the Plan is both well documented and integrated across the City's departments so that the public can track progress.

Finally, I appreciate the persistent work of Vancouver staff and leaders to develop a permanent, defensible fossil fuel ordinance for Vancouver. New and expanded toxic bulk fossil fuel facilities endanger our community, which has already experienced decades of disproportionate health and safety impacts from our existing facilities.

The draft code changes developed by staff and currently under consideration by the Planning Commission represent an important step forward for Vancouver in protecting community health and safety from fossil fuel facilities. Specifically, we support the prohibition of new bulk fossil fuel storage and handling facilities, and application of conditional use permit and strong special use requirements including seismic upgrades, spill prevention and fire response plans, and financial assurance. The requirements to establish capacity baselines and report annually on storage and transport, as well as the clear prohibition on conversion back to fossil fuel uses, are also strong and necessary accountability measures in the code. I urge you to continue to champion this work and ultimately pass a strong fossil fuel ordinance which centers community health, safety, and environmental justice.

Personal message:

I am so scared for my children's futures. I went to Washington DC July 4th to block the beltway with 12 other activist to disrupt business as usual and to inform people and to get Biden to declare a climate emergency. I was put my life on the line and I got arrested. This is life or death for my children and so I will do anything to save them. I

was so scared on that beltway and so sad in that jail cell because while I'm trying to save my son's futures the one's that are taking it away are out free. i will continue to fight until the day I die. I love my children so much and the community and I will give it my all. I will find a way with other caring people. I have to.

Thank you for all that you all do.

I hope your days are filled with laughter and love.

Thank you for your work to protect our community and make our City a leader in climate action,

Monica Zazueta

1901 NW 69th Cir

Vancouver, WA 98665

-- Sent from **Mike Ellison** to **Vancouver City Council** on Jul 29, 2022 --

Thank you for your commitment to tackling climate change and protecting community health and safety from new and expanded fossil fuel facilities. I urge you to take the next steps to finalize and passing a strong Climate Action Plan and adopting a clear and effective permanent fossil fuel ordinance.

I moved to Vancouver since I was 6-weeks old and except for about 6 years 40 years ago, I have lived in Vancouver my whole life. I am a retired lifelong science educator and research and an environmental science PhD. I deeply appreciate Vancouver making an attempt to take the level of actions that science requires of us. As the pandemic has shown us, if we aren't prepared for biology's agents, they can disrupt our lives and kill us. Being unprepared for the physics of climate science will do the same. In regard to this, I applaud your focus on equity and hope you will never lose focus on its importance. As you are likely aware, reading this, some of the text was drafted by WA Environmental Council. I have reviewed all of their text and what I've decided to include clearly expresses my sentiments.

The draft Climate Action Plan includes critical GHG emission reduction action that will make Vancouver a leader in equitable climate action. Vehicle electrification, building electrification, reductions in transportation impacts and emissions, access to transportation options, and a renewed focus on expanding and sustaining green spaces will help Vancouver meet its ambitious goals while averting and reducing some of the worst impacts of fossil fuel use and climate change.

As you approach the workshop on the final Climate Action Plan, I urge you to prioritize energy efficiency and electrification of buildings rather than supporting gas and the gas industry's programs as a solution for buildings moving forward. Avoid building new gas infrastructure and require that "renewable gas" must be proven to be so and the needed quantity must be available, if it is to be allowed. Also, require any offsets that may be used to achieve C-neutrality to be proven to reduce emissions in a way that can't be achieved in other more direct ways. Analyze C offsets with a skeptical eye.

The City has an important opportunity to direct resources that prioritize public health as part of building climate resiliency and protection, including the health and safety of where people live and work and electrification provides an affordable, and cleaner path to meeting these goals. I also urge you to ensure that the Plan is both well documented and integrated across the City's departments so that the public can track progress.

Finally, I appreciate the persistent work of Vancouver staff and council members to develop a permanent, defensible fossil fuel ordinance for Vancouver. New and expanded toxic bulk fossil fuel facilities endanger our community, which has already experienced decades of disproportionate health and safety impacts from our existing facilities.

The draft code changes developed by staff and currently under consideration by the Planning Commission represent an important step forward for Vancouver in protecting community health and safety from fossil fuel facilities. Specifically, we support the prohibition of new bulk fossil fuel storage and handling facilities, and application of conditional use permit and strong special use requirements including seismic upgrades, spill prevention and fire response plans, and financial assurance. The requirements to establish capacity baselines and report annually on storage and transport, as well as the clear prohibition on conversion back to fossil fuel uses, are also strong and necessary accountability measures in the code. I urge you to continue to champion this work and ultimately pass a strong fossil fuel ordinance which centers community health, safety, and environmental justice.

Thank you for your work to protect our community and make our City a leader in climate action,

Mike Ellison

4303 NE 14th Ave

Vancouver, WA 98663

-- Sent from **Cathryn Chudy** to **Vancouver City Council** on Jul 29, 2022 --

As a long time resident of Vancouver, I appreciate the time, effort and resources that have gone into developing this Climate Action Plan for Vancouver. It is clear that this process is anchored in the underlying priorities that this Council has determined will guide policy: equity, safety, and climate action.

Thank you for your commitment to tackling the urgent challenge of climate change and protecting community health and safety from new and expanded fossil fuel facilities. I urge you to take the next steps to finalize and pass a strong Climate Action Plan and adopt a clear and effective permanent fossil fuel ordinance.

The draft Climate Action Plan includes critical pollution reduction measures that will make Vancouver a leader in equitable climate action. Vehicle electrification, building electrification, reductions in transportation impacts and emissions, access to transportation options, and a renewed focus on expanding and sustaining green spaces will help Vancouver meet its ambitious goals while averting and reducing some of the worst impacts of fossil fuel use and climate change.

As you approach the workshop on the final Climate Action Plan, I urge you to prioritize energy efficiency and electrification of buildings rather than supporting gas and the gas industry's programs as a solution for buildings moving forward. The City has an important opportunity to direct resources that prioritize public health as part of building climate resiliency and protection, including the health and safety of where people live and work. Electrification combined with energy efficiency is consistent with what our state has determined is the least-cost way to meet the state's greenhouse gas emissions limits for buildings (WA 2021 State Energy Strategy), providing an affordable, cleaner and healthier path to meeting these goals in the timeline that has been established here in Vancouver.

I also urge you to ensure that the Plan is both well documented and integrated across the City's departments so that the public can track progress.

Finally, I appreciate the persistent work of Vancouver staff and leaders to develop a permanent, defensible fossil fuel ordinance for Vancouver. New and expanded toxic bulk fossil fuel facilities endanger our community, which has already experienced decades of disproportionate health and safety impacts from our existing facilities.

The draft code changes developed by staff and currently under consideration by the Planning Commission represent an important step forward for Vancouver in protecting community health and safety from fossil fuel facilities. Specifically, I support the prohibition of new bulk fossil fuel storage and handling facilities, and application of conditional use permit and strong special use requirements including seismic upgrades, spill prevention and fire response plans, and financial assurance. The requirements to establish capacity baselines and report annually on storage and transport, as well as

the clear prohibition on conversion back to fossil fuel uses, are also strong and necessary accountability measures in the code. I urge you to continue to champion this work and ultimately pass a strong fossil fuel ordinance which centers community health, safety, and environmental justice.

Once again, your decisions will guide our city and community forward safely in the months and years ahead.

Thank you for your work to protect our community and make our City a leader in climate action,

Cathryn Chudy
1506 E 29th St
Vancouver, WA 98663

-- Sent from **Rebecca Hobbs-Kasco** to **Vancouver City Council** on Jul 29, 2022 --

Thank you for your commitment to tackling climate change and protecting community health and safety from new and expanded fossil fuel facilities. I urge you to take the next steps to finalize and passing a strong Climate Action Plan and adopting a clear and effective permanent fossil fuel ordinance.

The draft Climate Action Plan includes critical pollution reduction measures that will make Vancouver a leader in equitable climate action. Vehicle electrification, building electrification, reductions in transportation impacts and emissions, access to transportation options, and a renewed focus on expanding and sustaining green spaces will help Vancouver meet its ambitious goals while averting and reducing some of the worst impacts of fossil fuel use and climate change.

As you approach the workshop on the final Climate Action Plan, I urge you to prioritize energy efficiency and electrification of buildings rather than supporting gas and the gas industry's programs as a solution for buildings moving forward. The City has an important opportunity to direct resources that prioritize public health as part of building climate resiliency and protection, including the health and safety of where people live and work and electrification provides an affordable, and cleaner path to meeting these goals. I also urge you to ensure that the Plan is both well documented and integrated across the City's departments so that the public can track progress.

Finally, I appreciate the persistent work of Vancouver staff and leaders to develop a permanent, defensible fossil fuel ordinance for Vancouver. New and expanded toxic bulk fossil fuel facilities endanger our community, which has already experienced decades of disproportionate health and safety impacts from our existing facilities.

The draft code changes developed by staff and currently under consideration by the Planning Commission represent an important step forward for Vancouver in protecting community health and safety from fossil fuel facilities. Specifically, we support the prohibition of new bulk fossil fuel storage and handling facilities, and application of conditional use permit and strong special use requirements including seismic upgrades, spill prevention and fire response plans, and financial assurance. The requirements to establish capacity baselines and report annually on storage and transport, as well as the clear prohibition on conversion back to fossil fuel uses, are also strong and necessary accountability measures in the code. I urge you to continue to champion this work and ultimately pass a strong fossil fuel ordinance which centers community health, safety, and environmental justice.

Thank you for your work to protect our community and make our City a leader in climate action,

Rebecca Hobbs-Kasco
10213 St Helens Ave
Vancouver, WA 98664

-- Sent from **Linda Buckley** to **Vancouver City Council** on Jul 29, 2022 --

Thank you for your commitment to tackling climate change and protecting community health and safety from new and expanded fossil fuel facilities. I urge you to take the next steps to finalize and pass a strong Climate Action Plan and adopt a clear and effective permanent fossil fuel ordinance. The health disparities between higher and low income parts of Vancouver and the science of climate change make it imperative for our city to finalize an action plan with teeth and equity. Let's continue to be on the leading edge nation wide

The draft Climate Action Plan includes critical pollution reduction measures that will make Vancouver a leader in equitable climate action. Vehicle electrification, building electrification, reductions in transportation impacts and emissions, access to transportation options, and a renewed focus on expanding and sustaining green spaces will help Vancouver meet its ambitious goals while averting and reducing some of the worst impacts of fossil fuel use and climate change.

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Thank you for your work to protect our community and make our City a leader in climate action,

Linda Buckley
7402 NW 16th Ave
Vancouver, WA 98665

-- Sent from **Donna Cody** to **Vancouver City Council** on Jul 29, 2022 --

Thank you Commissioners for your forward-looking approach to climate change and livability. We have lived in Vancouver for almost one year and appreciate that you are listening to the citizens and our representatives. In particular we like your approach to climate change and standing up to fossil fuels industry.

Thank you for your work to protect our community and make our City a leader in climate action,

Donna Cody
10800 SE 17th Cir
Vancouver, WA 98664

-- Sent from **Thomas Lee** to **Vancouver City Council** on Jul 29, 2022 --

Thank you for your commitment to tackling climate change and protecting community health and safety from new and expanded fossil fuel facilities. I urge you to take the next steps to finalize and passing a strong Climate Action Plan and adopting a clear and effective permanent fossil fuel ordinance.

The draft Climate Action Plan includes critical pollution reduction measures that will make Vancouver a leader in equitable climate action. Vehicle electrification, building electrification, reductions in transportation impacts and emissions, access to transportation options, and a renewed focus on expanding and sustaining green spaces will help Vancouver meet its ambitious goals while averting and reducing some of the worst impacts of fossil fuel use and climate change.

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Thank you for your work to protect our community and make our City a leader in climate action,

Thomas Lee
14612 NE 35th St
Vancouver, WA 98682

-- Sent from **Robin Cody** to **Vancouver City Council** on Jul 29, 2022 --

Thank you already, City Commissioners, for making Vancouver one of the most advanced urban areas in America with vigorous livability action plans. Strong stuff. Keep it up!

Vancouver has been great, up to now, for UN-welcoming new fossil fuel facilities in town. Right on! Local and regional governments clobbered Big Oil's Tesoro proposal in 2018 to build a new oil export terminal at the port. The result would have brought far more of these mile-long explosive crude oil cars right through downtown. Fossil fuels are no friend to our Vancouver Action Plan. The sooner we build up on solar panels, wind turbines and tiny nuclear power plants (they're on the way), the more livable our city becomes.

Thanks again, Commissioners, for your work. Now is the time to act.

Thank you for your work to protect our community and make our City a leader in climate action,

Robin Cody
10800 SE 17th Cir
Vancouver, WA 98664

-- Sent from **Derin Gibson** to **Vancouver City Council** on Jul 29, 2022 --

Thank you for your commitment to tackling climate change and protecting community health and safety from new and expanded fossil fuel facilities. I urge you to take the next steps to finalize and passing a strong Climate Action Plan and adopting a clear and effective permanent fossil fuel ordinance.

The draft Climate Action Plan includes critical pollution reduction measures that will make Vancouver a leader in equitable climate action. Vehicle electrification, building electrification, reductions in transportation impacts and emissions, access to transportation options, and a renewed focus on expanding and sustaining green spaces will help Vancouver meet its ambitious goals while averting and reducing some of the worst impacts of fossil fuel use and climate change.

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Thank you for your work to protect our community and make our City a leader in climate action,

Derin Gibson
210 Farview Dr
Vancouver, WA 98661

-- Sent from **Jill Boyer-Quick** to **Vancouver City Council** on Jul 29, 2022 --

Thank you for your commitment to tackling climate change and protecting community health and safety from new and expanded fossil fuel facilities. I urge you to take the next steps to finalize and passing a strong Climate Action Plan and adopting a clear and effective permanent fossil fuel ordinance.

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Thank you for your work to protect our community and make our City a leader in climate action,

Jill Boyer-Quick
5207 New Mexico Dr
Vancouver, WA 98661

-- Sent from **Mark Leed** to **Vancouver City Council** on Jul 30, 2022 --

Thank you for your commitment to tackling climate change and protecting community health and safety from new and expanded fossil fuel facilities. I urge you to take the next steps to finalize and passing a strong Climate Action Plan and adopting a clear and effective permanent fossil fuel ordinance.

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Thank you for your work to protect our community and make our City a leader in climate action,

Mark Leed
3419 E 21st St
Vancouver, WA 98661

-- Sent from **june Yamrick** to **Vancouver City Council** on Jul 30, 2022 --

The goal that comes to mind is around establishing right (equitable, effective, robust, etc.) budget structure (which is state but also local priorities list) for ensuring our buildings get decarbonized

Thank you for your commitment to tackling climate change and protecting community health and safety from new and expanded fossil fuel facilities. I urge you to take the next steps to finalize and passing a strong Climate Action Plan and adopting a clear and effective permanent fossil fuel ordinance.

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Thank you for your work to protect our community and make our City a leader in climate action,
june Yamrick

6109 NE 57th Ave
Vancouver, WA 98661

From: [Meridian Green](#)
To: [City Council](#)
Subject: City of Vancouver - draft Climate Action Plan Comments
Date: Sunday, July 31, 2022 1:35:42 PM

You don't often get email from meridian@mcn.org. [Learn why this is important](#)

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

Dear Mayor McEnery-Ogle, and Council Members Harless, Perez, Fox, Stober, Hanson and Paulson, as well as all City Staff,

I am writing to express my support for the Climate Action Plan that will have the City of Vancouver be a world leader in addressing the climate crisis. There is an urgent need to profoundly change the way we live on this earth, if this beautiful planet, full of abundant life is to remain habitable for humans and all of the other species whose place in the web of life is imperiled. The possibility of the City of Vancouver taking extraordinarily measures to tackle climate change is crucial, not only for community wellbeing, but for me personally. Despair is as dangerous as heat domes. I need hope that we are actually and effectively turning things around, in order to keep on going every day.

I am grateful for all the work being done at the City by the City Council and Mayor to develop a Climate Action Plan that can inspire our community and other cities to be as committed as possible to taking every single action needed. I am grateful to my fellow citizens at ACE who have been advocating for the strongest possible plan with more specificity than I can. All I know is that it is not possible to go too far or too fast. We must go all the way as quickly as humanly and divinely as possible. I thank you for doing just that and I will do all I can to support this work on the ground.

Please also protect our community from any and all new and/or expanded fossil fuel facilities. The fossil fuel industry has done, and continues to do, extraordinary harm. They have a clear history of lying about their products including how safely those products can be extracted, transported, burned or recycled. The fossil fuel industry has fostered addiction to their products. Getting clean from these products including gasoline, "natural gas", and disposable plastic is crucial to our recovery from this addiction that is killing us and life all over the planet.

The fossil fuel industry has played an outsize role in shaping policy everywhere, even locally despite the resounding messages from our community in response to the proposed oil terminal and other fossil fuel facilities in the region. Here's an example of how the tentacles of the fossil fuel industry latch on to our community to shape policy. Six years ago, the gas furnace in my rented home needed to be replaced. I asked the property owner to consider installing an electric heat pump and offered to gather some information for them. When I called Clark PUD, the customer service person tried to direct me to NW Natural for rebates on gas appliances and warned me to expect my heat bill to skyrocket if we switched to electric. Fortunately, the property owner chose a heat pump. My heating and cooling costs have actually gone down. The fossil fuel industry extracts profits. Electrification keeps money in our local economy.

I hope the Climate Action Plan will also include preserving all existing tree canopy, especially forested areas and greatly expanding the City's commitment to creating contiguous nature ways throughout the City. I am grateful to organizations like Columbia Land Trust, Portland Audubon Society, Watershed Alliance of Southwest Washington as well as the City of Vancouver for the work being done through Backyard Habitat program. Thanks to the comprehensive report provided by Backyard Habitat, the owner of property I rent recently altered my lease. I am no longer obligated to maintain a lawn but instead directed to tend to the property as per the recommendations in the Backyard Habitat report!

I hope that the City's Climate Action Plan will help me continue to do everything I possibly can to be part of the solution. Thank you for all you have done so far! Please keep up this amazing, inspiring work.

Yours Truly,

Meridian Green

911 SE Columbia Ridge Drive
Vancouver, Washington 98664



Staff Report: 095-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 8/8/2022

SUBJECT Removing the spending limit on existing contract C-100268 (RFP #34-19) with Cascade Fire Equipment

Key Points

- The City contracts with Cascade Fire Equipment for the purchase of tractor drawn aerials, associated parts, ladders, and loose equipment related to fire apparatus and suppression.
- Proposition No. 2 was passed on February 18th, 2022 and it calls for the purchase of one new ladder aerial truck.
- Purchases from this contract will exceed the current Council authorization \$1.8 million.
- Contract is set to expire on February 10, 2025.
- The original contract was competitively bid and conforms to the bidding requirements set forth by the City of Vancouver.

Strategic Plan Alignment

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

Present Situation

In February of 2022, the voters approved Proposition No. 2 which adds one aerial ladder truck to the fleet. The current contract's remaining balance is not enough to support this purchase. Cost for the new ladder truck is approximately \$2.2 million and this is pending any price increases from the manufacturer. This contract also provides discounts toward all the parts needed for maintenance and repairs. We are requesting increased purchasing capacity and that purchases are made according to the department's current authorized budget over the life of the contract.

Advantage(s)

1. The lifecycle for this class of specialized equipment is sixteen years.
2. The vendor covered under this contract has continuously provided high quality, dependable equipment and service that help maintain uniformity in the City fleet and the operational

needs of multiple City maintenance departments.

3. The approval for continued use of this contract will enable Emergency Fleet Services the ability to order parts and equipment for the Fleet.
4. The contract was competitively solicited through Procurement.

Disadvantage(s)

None

Budget Impact

The City will utilize the contract for purchasing high priority essential parts and equipment and will stay within the current authorized budget.

Prior Council Review

Staff Report 012-20 - Attached

Action Requested

Authorize the City Manager or their designee to approve purchases under contract C-100268 for the life of the contract with Cascade Fire Equipment up to the current authorized budget.

Dan Zenger, Fleet Services Manager, 360-487-8205

ATTACHMENTS:

- ▣ 34-19 Contract
- ▣ SR 012-20

**PURCHASE AGREEMENT
CITY OF VANCOUVER**

Tractor Drawn Aerial, Associated Parts, Ladders, and Loose Equipment

This Agreement is made pursuant to the laws of the State of Washington, by and between the City of Vancouver, a municipal corporation in the State of Washington, hereinafter referred to as "City" and Cascade Fire and Safety hereinafter referred to as "Contractor", whose address is 123 South Front Street, Yakima, Washington, 98901 (collectively referred to as the "Parties").

WHEREAS, the City desires to engage the Contractor to construct a new tractor drawn aerial apparatus, and to provide associated parts, ladders, and other loose equipment on an as needed basis, and

WHEREAS, the Contractor is agreeable to performing said work per the terms and conditions of this agreement; and

WHEREAS, the Contractor has represented by entering into this Agreement that it is fully qualified to perform the work set forth herein.

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

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

1. Statement of Work

The Contractor agrees to construct a new tractor drawn aerial apparatus, and to provide associated parts, ladders, and other loose equipment on an as needed basis per RFP No. 34-19 and Contractor's response to said RFP on file in City of Vancouver's Procurement Services Department.

The Contractor will construct the apparatus to withstand the severe and continuous use encountered during emergency firefighting services. The apparatus will be of the latest type, carefully designed and constructed with due consideration to the nature and distribution of the load to be sustained. All "new" items of included in the Contractor's proposal will conform to the fullest extent possible with the standards detailed in the National Fire Protection Association Pamphlet, No. 1901, latest edition, except as noted in the Statement-of-Exceptions.

The Contractor will furnish satisfactory evidence of ability to construct, supply service parts and technical assistance for the apparatus specified. The Contractor will supply a custom built chassis, which is "Top Of The Line" including the cab structure and design, electrical system, drive train and frame assembly. The manufacturer must be owned by an American company and built within the USA.

2. Term of Agreement

It is agreed hereunder that the term of this contract shall be from February 12, 2020 – February 11, 2025.

3. Order of Precedence

Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Purchase Orders; Contractor's submitted proposal to RFP No. 34-19; Contractor's Clarification Letter dated January 10, 2020; RFP No. 34-19; and clarification to bid per contractor proposal.

4. General Requirements

The Contractor, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Washington; the Vancouver City Charter, the Vancouver Municipal Code (VMC), and ordinance of the City of Vancouver; and rules, regulations, orders, and directives of their respective administrative agencies and officers.

5. Purchase Order

Purchases will be authorized via valid Purchase Orders. Purchases shall correspond with the Purchase Order; any unauthorized advance or excess order is returnable at Contractor's expense.

6. Order Quantity

This is an as-needed Agreement; orders will be placed with Contractor via signed Purchase Orders on an as-needed basis. The City is committed to the purchase of one (1) apparatus; however the City is not obligated to any minimum or maximum quantities of associated parts, ladders, and loose equipment to be purchased under this agreement.

7. Prices

This agreement is for the purchase of a Tractor Drawn Aerial Truck at a mutually agreed upon cost and for the purchase of associated parts, ladders, and loose equipment at an agreed upon discount. Payment for the Tractor Drawn Aerial shall not exceed \$1,513,138.26 including Washington State Sales Tax unless authorized in writing by the City, according to Section 31 of this Agreement. A written amendment must be attached. The Discount on associated parts, ladders, and loose equipment will be 20%-25%. Request for price increases shall be supported by the applicable National Producer Price Index for the immediate, previous four (4) quarters or any NPFA, DOT, FMVSS, EPA, or governmental regulations or abnormal component cost increases will be justified above and beyond the National PPI and approved by the City.

8. Relation of the Parties

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

9. E-Verify

Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Agreement are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.

10. Delivery Schedule

Unless the City requests a change in schedule, the Contractor shall deliver the new apparatus and associated services by the "Delivery Date" stated on the signed purchase order.

It is understood and agreed that time is of the essence in delivery of a fully functioning, reliable apparatus in conformance with the specifications set forth in this Agreement. Accordingly, the parties agree that failure to meet the delivery date of not to exceed 425 calendar days from date of Purchase order from City of Vancouver will result in an automatic penalty of \$500.00 per day commencing the day after the agreed delivery date and continuing until the product has been delivered and accepted as fully functioning and reliable within the discretion of the City of Vancouver.

In the event that the equipment and related services are not delivered and accepted in the timelines specified in the Purchase Order, the City of Vancouver reserves the right to reject the products and/or services and cancel the Purchase Order in its entirety. The City shall bear zero expense due to this breach.

11. Delivery Cost and Responsibility

All costs referenced must be F.O.B. Vancouver, Washington, Prepaid and Allowed (freight included in the unit cost), prepaid with all transportation and handling charges paid by the Contractor. Responsibility and risk of loss or damage shall remain with the Contractor until final inspection and acceptance when responsibility shall pass to the City except as to latent defects, fraud, and the Contractor's warranty obligations.

Apparatus shall be delivered under its own power. Rail or truck freight shall not be acceptable. A qualified delivery engineer representing the contractor shall deliver the apparatus. The item must be delivered to the City of Vancouver, Fire Station 5, located at 7110 NE 63rd Street, Vancouver, Washington 98661.

12. Payment

Invoices will be paid at net thirty (30) days after the City's receipt and acceptance of the completed apparatus and associated services, provided that all appropriate information has been listed on the invoice and necessary forms have been submitted. Payment periods may be computed from either the date of delivery of all materials ordered, the completion of all services, or the date of receipt of a correct invoice, or the date the invoice is received in the Accounts Payable department, whichever date is later. No payment shall be due prior to the City's receipt and acceptance of the materials identified in the invoice thereof.

13. Assignment

This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party.

14. Waiver

The City's failure to insist on performance of any of 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.

15. Binding Effect

The provisions, covenants, and conditions in this Agreement apply to bind the parties, their legal heirs, representatives, successors, and assigns. It will be at the City's sole discretion as to which terms may or may not apply to the Agreement.

16. Remedies Cumulative

Remedies under this Agreement are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.

17. Severability

Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other of its provisions, unless the result of same would clearly be contrary to the overall intent of the parties in entering into this Agreement.

18. Taxes

The Contractor shall pay, before delinquency, all taxes, levies, and assessments arising from its activities and undertakings under this Agreement; taxes levied on its property, equipment and improvements; and taxes on the Contractor's interest in this Agreement, provided, however, that any taxes that apply directly to the sale, such as a state or local sales tax, shall be added to the purchase price set forth in the Purchase Order.

19. Warranties

All products and related services, except as specified below, shall be warranted against faulty workmanship and materials by the Contractor for a minimum period of one (1) year from the date of acceptance by the City. Warranty shall include all costs incurred for repair or replacement except that which is damaged by misuse or abuse. This one (1) year warranty shall in no way affect normal extended or manufacturer's warranty exceeding this one (1) year period. Contractor warrants that all goods and services furnished under this Agreement are new, conform strictly to the specifications herein, are merchantable, good workmanship, free from defect, comply with all applicable safety and health standards established for such products, all goods are properly packaged, and all appropriate instructions or warnings are supplied. All implied and expressed warranty provisions of the Uniform Commercial Code are incorporated into this Agreement.

20. Termination

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

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

21. Compliance with the Law

The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations.

22. City Business and Occupation License

Contractors will be required to obtain a business license when contracting with the City of Vancouver, unless allowable exemptions apply.

23. Liability and Hold Harmless

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

24. Insurance

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

- a. **Liability Insurance.** Contractor shall maintain commercial General Liability insurance with a limit of not less than one million dollars (\$1,000,000) per occurrence, \$2 million dollars (\$2,000,000) aggregate and not less than one million dollars (\$1,000,000) combined single limit automobile liability coverage. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operation and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement. All liability insurance required herein shall be under a commercial general liability (CGL) or business owners (BOP) policies.
- b. **City Endorsed as an Additional Insured:** The City of Vancouver, its agents, representatives, officers, directors, officials, and employees must be named as an additional insured on the Commercial General Liability policy and shown on the certificate as an additional insured. A copy of the additional insured endorsement CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the certificate of insurance.
- c. The CGL policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well. This must be indicated on the certificate.

- d. Worker's Compensation. Contractor shall carry workers' compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than one million dollars (\$1,000,000) for each accident, five hundred thousand dollars (\$500,000) for each disease for each employee, and one million dollars (\$1,000,000) for each disease policy limit. Contractor, its agents and employees waive subrogation against the City of Vancouver, its agents or employees under RCW 51.
- e. Umbrella Liability. The Contractor shall provide Umbrella Liability coverage at limits of not less than five million dollars (\$5,000,000) per occurrence and annual aggregate. This umbrella liability coverage shall apply, at a minimum, to both the CGL and Auto insurance policy coverage. It can be an Excess Policy, regardless either shall be a Follow Form Policy written as primary regardless of all other collectible policies. These requirements may be satisfied through the Contractor's primary CGL and Automobile Liability coverage, or any combination thereof.
- f. Fidelity/Employee Dishonesty Bond. The Contractor shall obtain and keep in force during the entire term of this Agreement, a Fidelity/Employee Dishonesty Bond against any and all claims which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor. The amount of coverage provided by such insurance shall be not less than ten thousand dollars (\$10,000).
- g. 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.
- h. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.
- i. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the certificate. Claims made policies will be accepted for professional liability coverage only.

Contractor shall provide evidence of all insurance required, at the City's request, by submitting an insurance certificate to the City on a standard "ACORD" or comparable form. By contract, the City of Vancouver requires thirty (30) days advance notice of any change to coverage.

25. Notices

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

For the City:
Anna Vogel

For the Contractor:
Mark Merritt

City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995

Cascade Fire and Safety
123 South Front Street
Yakima WA 98901

26. Amendments

All changes to this Agreement, including but not limited to changes to the statement of work and compensation, must be made by written amendment and signed by all Parties to this Agreement.

27. Scope of Agreement

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

28. Ratification

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

29. Governing Law/Venue

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

30. 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 of Vancouver incurring any financial or legal liability for such purchases. The City of Vancouver agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City of Vancouver is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

31. Public Disclosure Compliance

The parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Ch. 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Ch.42.17 RCW for withholding or delaying public disclosure of such information.

32. Debarment

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

33. Ownership of Records and Documents

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

34. Nondiscrimination

The City of Vancouver, WA is an equal opportunity employer. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates indicated below.

FOR CITY:

CITY OF VANCOUVER


Eric Holmes – City Manager

FOR CONTRACTOR:

CASCADE FIRE AND SAFETY


Signature

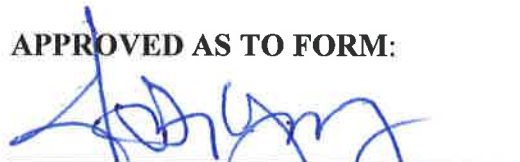
President
Title

2/5/2020
Date

ATTEST:


Natasha Ramras, City Clerk

APPROVED AS TO FORM:


Jonathan Young, City Attorney

Staff Report 012-20**TO:** Mayor and City Council**FROM:** Eric Holmes, City Manager**DATE:** 2/3/2020**SUBJECT** Bid Award for Tractor-Drawn Aerial Ladder Truck, Parts, Ladders, and Loose Equipment**Key Points**

- A 1998 tractor-drawn aerial ladder truck is due for replacement
- This aerial ladder truck has been in service since 1998 and was refurbished once in 2009. The cab and chassis were replaced in 2009 with a new cab and chassis. This replacement cab and chassis now has 297,000 miles (9000 hours) on it. The ladder portion is original from 1998 and was refurbished, not replaced in 2009.
- The City has ongoing need for parts, ladders, and loose equipment related to the ongoing maintenance of the fire fleet that is currently not being purchased through a contract.

Strategic Plan Alignment**Goal 2:** Provide effective, innovative and well-resourced police, fire and emergency medical services.**Goal 2, Objective 2.1:** Provide reliable and responsive police, fire and EMS service.**Goal 2, Objective 2.2:** Increase the level of emergency preparedness in the City as an organization and in the community.**Present Situation**

Vancouver Fire Department's 1998 aerial ladder truck is due for replacement. This vehicle was previously refurbished in 2009. In addition, to the need for a new aerial ladder truck Vancouver Fire has an ongoing need for associated parts, ladders, and loose equipment to maintain the existing fleet. To address both issues the City issued a request for proposal for the purchase of a new Tractor-Drawn Aerial Ladder Truck and the purchase of parts, ladders and loose equipment to be purchased on an as-needed basis.

On December 4, 2019, the City of Vancouver received one response to the Request for Proposal for the purchase of a Tractor Drawn Aerial, associated parts, ladders, and loose equipment. After review of the proposal it was determined that Cascade Fire and Safety of Yakima, Washington, best met the requirements as outlined in the Request for Proposal. Because this was a request for proposal other factors beyond the price were factors in the selection.

SUMMARY OF BIDS		
BIDDER	AMOUNT	PARTS DISCOUNT
Cascade Fire and Safety Equipment	\$1,513,138.26	20-25%

Advantage(s)

1. The acceptance of this bid provides the Vancouver Fire Department with a contract up to the approved budgeted amount for the purchase of tractor-drawn aerial ladder trucks.
2. The acceptance of this bid also provides contractual pricing for associated parts, ladders, and required loose equipment for purchase up to the approved budgeted amount.
3. This contract is good for up to five years.
4. The Vancouver Fire Department has purchased fire engines through Cascade Fire and Safety and they have provided the City of Vancouver with excellent products and service.

Disadvantage(s)

None.

Budget Impact

None. Funding is available in the Emergency Equipment Replacement Fund.

Prior Council Review

None.

Action Requested

Award bid and authorize the City Manager or designee to execute a contract for the purchase of a tractor-drawn aerial ladder truck to the responsive bidder, Cascade Fire and Safety, at a cost not to exceed \$1,513,138.26 including Washington State sales tax for the tractor-drawn aerial ladder truck, and take any legal action necessary to enforce the terms of such contract; and authorize the City Manager or designee to approve purchases of associated parts, equipment and ladders on an as-needed basis to exceed \$300,000 as allowed by budget.

Doug Koellermeier, Deputy Fire Chief, 487-7218; Dan Zenger Equipment Services Superintendent, 487-8205

ATTACHMENTS:

▯ [Contract](#)



Staff Report: 096-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 8/8/2022

SUBJECT Continued use of C-100928: Piggyback Sourcewell Contract #032119 for the purchase of heavy construction equipment and their related parts, accessories, attachments, and supplies

Key Points

- The City contracts with Peterson Machinery through Sourcewell Contract #032119 for the purchase of heavy construction equipment and their related parts, accessories, attachments, and supplies.
- Purchases from this contract will exceed the City's \$300,000 purchasing threshold.
- The City has ongoing equipment repair and replacement needs.
- The contract is set to expire May 13th, 2023.
- The original contract was competitively bid and conforms to the bidding requirements set forth by the City of Vancouver and Sourcewell.

Strategic Plan Alignment

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

Present Situation

Over the next two years, three pieces of existing Caterpillar equipment are due for replacement. Since these purchases will exceed the current contract's \$300,000 spending threshold, we are proactively asking that this contract be amended for purchases to be made according to the department's current authorized budget in place of setting a new spending threshold. This contract also includes all replacement parts needed for maintenance and repairs. In keeping with Fleet Service's effort to streamline the City's fleet, staff is requesting the ability to purchase from this contract and take advantage of the contract pricing.

Advantage(s)

1. The heavy construction equipment and repair parts purchased through this contract match

the current City standard.

2. The vendor covered under this contract has continuously provided high quality, dependable equipment and service that help maintain uniformity in the City fleet and the operational needs of multiple City maintenance departments.
3. The approval for continued use of this contract will enable Fleet Services to order the required fleet replacement equipment and repair parts while taking advantage of the Sourcewell's competitive pricing.

Disadvantage(s)

None

Budget Impact

The City will utilize the contract for purchasing high priority essential parts and equipment and will stay within the current authorized budget.

Prior Council Review

None

Action Requested

Authorize the City Manager or their designee to approve purchases under Sourcewell Contract 032119 for the life of the contract with Peterson Machinery up to the current authorized budget.

Dan Zenger, Fleet Services Manager, 360-487-8205

ATTACHMENTS:

- ▣ Piggyback Review Checklist
- ▣ Contract
- ▣ Request for Proposal and Addendum

Piggyback Contract Review Checklist (Rev. 1/7/2022)

Contract#

032119-JDC

Contract Name/Description

Heavy Construction Equipment

Coop/Master Contract Holder

Sourcewell

Master Contract POC email

scott.carr@sourcewell-mn.gov

Contract Start

05/13/2019

Current Term Ends

05/13/2023

Final Term Ends

Existing Cooperative Agreement?

Yes

No

Evaluation Factors:

Publicly Advertised?

Yes

No

Cooperative Purchasing Language?

Yes

No

Evaluation Criteria?

Yes

No

Awarded To All Respondents?

Yes

No

If Yes, Explain:

Does Piggyback Meet Requirements of RCW 39.34.030(5)(b)? Describe:

Lead Agency procurement policies on file.

Recommend Approval?

Yes

No

Contract Documents Downloaded?

Yes

No

Reviewed By:

JN 1/26/22

Contract Award
RFP #032019

FORM D



Formal Offering of Proposal
(To be completed only by the Proposer)

HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES

In compliance with the Request for Proposal (RFP) for **HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES**, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Caterpillar Inc. Date: 3/6/19

Company Address: 100 NE Adams Street

City: Peoria State: IL Zip: 61629

CAGE Code/DUNS: 11083/944204924

Contact Person: Patty Redpath Title: Governmental Account Manager

Authorized Signature:  Patrick Kearns
(Name printed or typed)

FORM E**CONTRACT ACCEPTANCE AND AWARD**

(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 032119-CAT

Proposer's full legal name: Caterpillar Inc.

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be May 13, 2019 and will expire on May 13, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:

COED2A139D06489
SOURCEWELL DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:

7E42BBF817A84CC...
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on May 10, 2019

Sourcewell Contract # 032119-CAT

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Caterpillar Inc.

Authorized Signatory's Title North America Industry Manager

VENDOR AUTHORIZED SIGNATURE

(NAME PRINTED OR TYPED)

Executed on May 10, 2019

Sourcewell Contract # 032119-CAT

Form F**PROPOSER ASSURANCE OF COMPLIANCE****Proposal Affidavit Signature Page****PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Caterpillar Inc.

Address: 100 NE Adams Street

City/State/Zip: Peoria, IL 61629

Telephone Number: 309-675-1000

E-mail Address: Cat_Governmental@cat.com

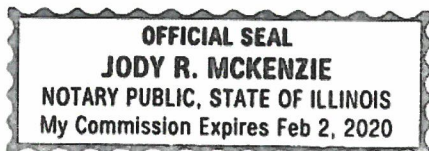
Authorized Signature: *Patrick Keane*

Authorized Name (printed): Patrick Keane

Title: North America Industry Manager

Date: 3/6/19

Notarized



Subscribed and sworn to before me this 6th day of March, 20 19

Notary Public in and for the County of Peoria State of Illinois

My commission expires: February 2, 2020

Signature: *Jody R. McKenzie*

Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: _____ **Caterpillar Inc.** _____

Questionnaire completed by: _____ **Patty Redpath** _____

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?

Our dealers accept payment from members and their terms may vary. The most common term is net 30.

- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

Yes. We offer both leasing and financing options to governmental members of Sourcewell at rates lower than available to the general public.

- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to Sourcewell. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.

Our simple order process has been and will continue to be well appreciated by Sourcewell and Sourcewell members:

- 1) **When a member decides to purchase a new Cat machine, they simply include their Sourcewell member number on the Purchase Order they issue to the Cat dealer.**
- 2) **The Cat dealer then accepts the PO, issues the invoice, accepts payment, and delivers the machine.**
- 3) **After the machine has been delivered, the dealer, as part of their normal process, includes the member number when filing their sales claim with Caterpillar.**
- 4) **At month end, Caterpillar aggregates these reports and sends the sales information quarterly to Sourcewell along with the administration fee.**

Important Note: Should a member wish to include additional terms and conditions to this contract, or to otherwise request a Participating Addendum, that agreement/PA should be executed between the member and the Cat dealer directly.

- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?

Because Cat dealers will be receiving payments directly from members, accepting P-card procurement will be at their discretion. Many dealers do accept this method without additional fees. Some have limitations on the amount that can be processed.

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

- Do your warranties cover all products, parts, and labor?

Yes. Caterpillar has the most extensive warranty coverage in the industry. We cover all products, parts, and labor with fewer exclusions than our competitors. Please see **Attachment D** for details.

- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?

We do not impose usage restrictions. We are pleased to say that our warranties cover defects in material and workmanship for the time specified in the policy when the equipment is used as per design intent.

- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?

The Caterpillar warranties cover the cost of replacement parts and the labor to install them, they do not cover travel time and mileage. Dealer territories vary considerably from state to state as do their policies about travel time and mileage during the warranty period.

- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?

We have no restrictions on warranty repairs. One of our key differentiating strengths is our ability to service equipment regardless of where it is located.

- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?

Warranty service for on machines ordered from a Caterpillar facility is generally provided by Caterpillar and performed by Cat dealers. Some items, such as tires, are covered under their manufacturers' warranties.

- What are your proposed exchange and return programs and policies?

We warrant that upon delivery our products will be free from defects in material and workmanship and will operate as intended. If they are not, we will make any necessary corrections.

- 6) Describe any service contract options for the items included in your proposal.

We have a large variety of service contract options which can all be customized according to customer needs. Below are just two examples. More solutions are available, and we encourage members and dealers to explore all options.

1) Equipment Protection Plans (Extended Service Coverage/Cat Insurance)

After the initial warranty period ends, members may choose to purchase additional protection plans to reduce their exposure to unplanned costs. These policies are written based on months and hours of operation. There are four standard levels of coverage:

- a) Powertrain
- b) Powertrain + Hydraulics

- c) Powertrain + Hydraulics + Technology
- d) Premier

A description of all these options is included in **Attachment E**.

Important note: The purchase price for these Extended Service Coverage plans is lower for governmental agencies than it is for private buyers.

2) Customer Service Agreements (CSAs)

A member may choose to enter into an agreement with their Cat dealer to perform routine maintenance and/or repairs. These contracts are customizable based on member needs.

The selling Cat dealer can take responsibility for some or all the required service and maintenance needs to allow the agency to gain efficiency by focusing on the performance demands more than maintenance. CSAs are a useful tool to manage expenses. Most CSAs are bundled at the time of purchase; however, they may be added at any time.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

We are offering the new machine and work tool product lines as set forth in this proposal. This includes nearly 200 machine choices and more than 200 types of work tools.

In addition to new machines and work tools, we are happy to offer members access to rental machines, used machines, parts, service, extended service coverage plans, CSAs, products from Cat Safety Services, sourced goods, and open market items.

We understand that each member's needs will vary, and we are proud to supply a complete solution from the industry's largest product line.

- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

Our pricing model is simple. We offer a deep discount off the current machine and work tool list prices to all Sourcewell members.

We have provided base machine pricing in **Attachment F**. However, for execution of the agreement we will ask our dealers and Sourcewell members to use the Caterpillar price list that is current at the time of the quote. Dealers, in consultation with the member, will configure the machine to the desired specifications and apply the agreed upon stated minimum discount to that configured List Price amount. Dealers and members should remember to factor in any expected price increases if a machine will be built to order.

Attachment G shows the discount offered for each new machine.

Additionally, we are pleased to offer a discount of 15% off all products and consulting services under the Cat Safety Services Umbrella; and 5% off our Technology Enabled Safety Solutions.

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

Our discount range varies between 3% and 30%. It's important to note that discount comparisons between different machines cannot be considered an apple-to-apples comparison. Caterpillar product managers have broad leeway in product pricing, and there are some significant variations on pricing strategy. For example, a discount of 10% on Product A, may be equivalent to a 20% discount on Product B. The discounts offered to Sourcewell members are better than what is widely available to non-member/private purchasers.

- 10) The pricing offered in this proposal is

- _____ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- _____ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- _____ **X** c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- _____ d. other than what the Proposer typically offers (please describe).

- 11) Describe any quantity or volume discounts or rebate programs that you offer.

Our dealers are empowered to consider purchase order volume, repeat purchases, member responsiveness, etc. They may offer members additional discounts and/or services at their discretion.

- 12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

Sourced goods / Open Market Items are available to members from our Cat dealers. The prices for these goods or services will represent fair market value and will be determined between the member and the selling dealer. We encourage our dealers and members to use this option as it facilitates complimentary products and streamlines the procurement process.

Customers and dealers are responsible for including their Sourcewell member numbers on all documentation related to these purchases. Caterpillar Inc. is not a party to these sales and is exempted from including them in the quarterly reports. For audits, inclusion of a customer's Sourcewell member number on the PO and/or invoice shall be deemed sufficient.

- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial/pre-delivery inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Machines are unique in their requirements for preparation prior to use. Some may require local final assembly due to their large size, others may have locally installed options (fire suppression, beacons, auto lube systems for example). When a dealer issues a quote for a machine, any additional costs will be itemized separately and are not subject to the Sourcewell discount.

- 14) If travel expense, delivery or shipping is an additional cost to the Sourcewell Member, describe in detail the complete travel expense, shipping and delivery program.

There is no additional cost to members who choose to pick up their machine from the Cat dealer. Dealers may charge fees for delivery to the member's location.

- 15) Specifically describe those travel expense, shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Just as for members in the 48 contiguous states, there is no additional cost to members who choose to pick up their machine from their Cat dealer. Dealers may charge fees for delivery to the member's location.

- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

Machines are large purchases and if there are unique member requirements our dealers will be happy to discuss on a case by case basis.

- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.

We plan to continue our very robust process to ensure reporting speed, accuracy, and contract compliance.

Caterpillar and our Cat dealers have very close and trusting relationships. Our dealers are long-established, and the current process is working well.

- To ensure pricing accuracy, we maintain our current Sourcewell customer discount sheet on our dealer-facing pricing pages. Dealers integrate these numbers automatically in their quoting software.
- To ensure new machine and work tool sales are recorded properly, we use our post-sale credit system. In a nutshell, this means that we corporately support the pricing offered in this contract at a level below what's available to other customers. To receive this additional monetary support after the machine is delivered, dealers must supply the member's name, address, and member number. There is no additional burden or cost to our dealers to use the Sourcewell contract and this is part of the reason for their high engagement and our high reporting accuracy.
- After month end, we gather the new machine and work tool sales data attributed to Sourcewell and aggregate it for our reporting.
- After quarter end, we will send the quarterly sales report and administration fee payment to Sourcewell for all items that are subject to the administrative fee.

- 18) Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

We would be pleased to offer an administration fee of 0.50% of net dealer revenue on the sales of new machines and work tools. Caterpillar will pay this fee and will not ask members or dealers to bear any additional burden.

Industry-Specific Questions

- 19) Describe any industry-specific quality management system certifications obtained by your organization.

Throughout the history of Caterpillar, we've produced reliable, durable products our customers have been able to count on for many years...if not decades. This reliability and durability is foundational to our brand. We measure ourselves on both defects and durability. Defects are issues that prevent a machine or any part of it from performing as intended within the first year of service. Durability is defined as the actual achieved life of a machine or component. We pride ourselves on leading the industry.

Specifically, as it relates to this question, the below list shows our current quality certificates:

03 - Thin Film Coating Center, Mossville (IL), USA - CQMS / ISO9001:2015 Certificate (Exp date: 09-Mar-2019)
05 - Caterpillar Global Machine Development - Peoria Proving Ground, Peoria (IL), USA - ISO17025:2005 (Expiry date 31-Jan-2021)
06 - Caterpillar Inc., Cast Metals Organisation, Mapleton (IL), USA - ISO9001:2015 (Expiry date 24-Apr-2021)
08 - Caterpillar Inc., - SOS Services Laboratory (Main Multi-site), Peoria, IL, USA - ISO9001:2015 (Expiry date 29-Nov-2020)
12 - Caterpillar Inc. - Matl Handling & Underground Div. (Aurora), Montgomery IL, USA ISO9001:2015 Certificate. (Exp: 23-Feb-2020)
13 - Caterpillar Inc.- Construction and Mining Equipment (HQ), Decatur (IL), USA - ISO9001:2015 Certificate. (Exp date: 26-Oct-2021)
16 - Caterpillar Inc. - East Peoria (Multi-Site - TTT), Tractor Drive, East Peoria (IL), USA - ISO9001:2015 Certificate (Exp: 30-Nov-2019)
28 - Caterpillar Brasil Limited, Campo Largo, Brasil - ISO9001:2015 (Exp date: 23-Jul-2020)
28 - Caterpillar Brasil Ltda., Piracicaba, Brasil - ISO9001:2015 Certificate (Exp date: 19-Mar-2021)
29 - Caterpillar Engine Systems Inc. (HQ), Pontiac (IL), USA - ISO9001:2015 Certificate (Exp date: 06-Aug-2019)
40 - Caterpillar Engine Systems Inc., Mossville (IL), USA - ISO9001:2015 Certificate (Exp date: 06-Aug-2019)
40 - Caterpillar Inc., Industrial Power Systems Division, Mossville (IL), USA - ISO9001:2015 Certificate (Exp Date: 17-Feb-2019)
40 - Caterpillar Inc., Industrial Power Systems Division, San Antonio (TX), USA - ISO9001:2015 Certificate (Exp Date: 17-Feb-2019)
40 - Caterpillar Inc., Industrial Power Systems Division, Schertz (TX), USA - ISO9001:2015 Certificate (Exp Date: 17-Feb-2019)
41 - Caterpillar Powertrain & Hydraulics - Systems Development, Mossville (IL), USA - ISO17025:2005 (Expiry date 31-Dec-2019)
41 - Global Engine Development - North America, Mossville, IL 61552, USA - ISO17025:2005 (Exp Date: 31-Aug-2019)
68 - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Corinth (MS), USA ISO9001:2015 Certificate (Expiry date 19-Jun-2020)
68 - Caterpillar Inc. Remanufacturing Services (HQ), Corinth, MS 38834, USA, ISO 9001:2015 (Exp Date: 19-Jun-2020)
7P - Perkins Motores Do Brasil LTDA, Curitiba, BRASIL - CQMS:2015 / ISO9001:2015 Certificate (Expiry date 05-Oct-2020)
88 - Caterpillar Inc. Lafayette Engine Center, Lafayette (IN), USA - ISO9001:2015 Certificate (Expiry date 04-Feb-2021)
89 - Caterpillar Mexico S.A. de C.V. (Monterrey), Nuevo Leon, Mexico 66350 - CQMS:2015/ISO 9001:2015 Certificate (Exp: 12-Jul-2019)
92 - Caterpillar Midwest Logistics Center (Champaign), Illinois - ISO 9001:2008 (Exp Date: 29-Jan-2018)
CF - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Nuevo Laredo (FINSA 1), Mexico - ISO 9001:2015 (Exp: 19-Jun-2020)
CF - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Nuevo Laredo (FINSA 3), Mexico ISO9001:2015 Certificate (Exp: 19-Jun-2020)
CF - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Nuevo Laredo (ORADEL), Mexico ISO9001:2015 Certificate (Exp. 19-Jun-2020)
CP - Caterpillar Global Machine Development - Tucson Proving Ground, Tucson (AZ), USA ISO17025:2005 (Expiry date 31-Jan-2020)
DQ - Caterpillar Inc. Building Construction Products Division, Clayton (NC), USA - ISO9001:2015 (Expiry date 06-Jul-2021)
FJ - Anchor Coupling (Menominee), Menominee (MI), USA ISO9001:2015 (Expiry date 22-Jan-2021)
HL - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Prentiss (Boonville - MS), USA ISO9001:2015 Certificate (Exp. 19-Jun-2020)
HP - Caterpillar Dyersburg, Tennessee - ISO9001:2008 Certificate. (Expiry date 14-Sep-2018)
HZ - Caterpillar Inc., Industrial Power Systems Division, Sequin (TX), USA - ISO9001:2015 Certificate (Exp Date: 17-Feb-2019)
JA - Caterpillar Inc. Building Construction Products Division, Sanford (NC), USA - ISO9001:2015 (Expiry date 06-Jul-2021)
JL - Caterpillar Inc. - Precision Pin Products Group, Sumter (SC), USA - ISO9001:2015 (Expiry date 22-Oct-2018)
JQ - Caterpillar Inc. Building Construction Products Division, Athens (GA), USA - ISO9001:2015 (Expiry date 06-Jul-2021)
LE - Caterpillar Inc., Griffin Generators, Griffin (GA), USA - ISO9001:2015 Certificate. (Expiry date 03-Mar-2021)
LS - All Caterpillar Newberry LLC Facilities - DNV ISO 9001:2008 (Exp Date: 15-Sep-2018)
M5 - Caterpillar Inc. Building Construction Products Division (HQ), Cary (NC), USA - ISO9001:2015 (Expiry date 06-Jul-2021)
MC - Caterpillar Inc. Building Construction Products Division, Torreon, MEXICO - ISO9001:2015 (Expiry date 06-Jul-2021)
N4 - Advanced Components and Technologies, Mossville (IL), USA - ISO 9001:2015 Certificate (Exp Date: 24-May-2019)
PE - Caterpillar Inc. (Remanufacturing Site Specific Certificate), West Fargo (ND), USA ISO9001:2015 Certificate (Exp: 19-Jun-2020)
PV - Perkins Shibaura Engines LLC, Griffin (GA), US ISO9001:2015 (Expiry date 31-Jan-2020)
QR - Caterpillar Global Mining - Houston PA - ISO 9001:2008 (Exp Date 15-Sep-2018)
R8 - Caterpillar Inc. / Paving Products / Minneapolis, (MN), USA - ISO 9001:2015 Certificate (Exp Date: 27-Nov-2020)
T3 - Solar Turbines Europe S.A. - Oil and Gas, Avenue de Finlande, Braine L'Alleud, Belgium - ISO 9001:2015 Certificate (Exp. 22-Sep-2020)
T3 - Solar Turbines Inc. (Packaging Systems Operations), San Diego (CA), USA - ISO9001:2015 (Expiry date 22-Sep-2020)
T3 - Solar Turbines Inc. (Power Generation), San Diego (CA), USA - ISO9001:2015 (Expiry date 22-Sep-2020)
T3 - Solar Turbines Inc. - Oil and Gas, 10203 Sam Houston Park Drive, Houston TX, USA - ISO 9001:2015 Certificate (Exp: 22-Sep-2020)
T3 - Solar Turbines Inc. - Oil and Gas, 9250 Sky Park Court, San Diego (CA), USA - ISO 9001:2015 Certificate (Exp Date: 22-Sep-2020)
T3 - Solar Turbines Inc. - Oil and Gas, 9280 Sky Park Court, San Diego (CA), USA - ISO 9001:2015 Certificate (Exp Date: 22-Sep-2020)
T3 - Solar Turbines Inc. - Oil and Gas, 9330 Sky Park Court, San Diego (CA), USA - ISO 9001:2015 Certificate (Exp Date: 22-Sep-2020)
T3 - Solar Turbines Inc. - Pkg Systems Operations (HQ), 4200 Ruffin Road, San Diego CA, USA - ISO 9001:2015 Certificate (Exp: 22-Sep-2020)
T3 - Solar Turbines Inc. - Pkg Systems Operations, Teran-Teran 20120 Int., Tijuana (BC), Mexico - ISO 9001:2015 Certificate (Exp: 22-Sep-2020)
T3 - Solar Turbines Inc. - Power Generation, 4180 Ruffin Road, San Diego (CA), USA - ISO 9001:2015 Certificate (Exp : 22-Sep-2020)
T3 - Solar Turbines Inc. - Turbomachinery Prod, Channelview (TX), USA - ISO9001:2015 Certificate (Expiry date 23-Jul-2021)
T3 - Solar Turbines Inc., - Construction Services, Houston (TX), USA - ISO9001:2015 Certificate (Exp Date: 07-Jul-2021)
T3 - Solar Turbines Inc., - Desoto Overhaul Operations, Desoto (TX), USA - ISO9001:2015 Certificate (Expiry date 24-Aug-2021)
T3 - Solar Turbines Inc., Turbomachinery Prod, W Seattle Street, Broken Arrow OK, USA - ISO9001:2015 Certificate (Exp 03-May-2021)
T3 - Solar Turbines Inc., Turbomachinery Prod - Gas Compressors, Ruffin Road, San Diego (CA), USA - ISO9001:2015 Cert. (Exp 03-May-2021)
T3 - Solar Turbines Inc., Turbomachinery Prod - Gas Compressors, Sky Park Ct, San Diego (CA), USA - ISO9001:2015 Cert (Exp 03-May-2021)
T3 - Solar Turbines Inc., Turbomachinery Prod - Gear Systems / Superior Gear, Gardena (CA), USA - ISO9001:2015 Cert (Exp 03-May-2021)
T3 - Solar Turbines Inc., Turbomachinery Prod - Turbotec Bldg 1, Chilpancingo, Tijuana, B.C. Mexico - ISO9001:2015 Cert (Exp 03-May-2021)

T3 - Solar Turbines Inc., Turbomachinery Prod - Turbotec Bldg 2, Ciudad Ind Otay, Tijuana, B.C. Mexico - ISO9001:2015 Cert (Exp 03-May-2021)
 T3 - Solar Turbines Incorporated, Mabank (TX), USA - ISO9001:2015 Certificate (Expiry date 04-Aug-2021)
 T3 - Solar Turbines Switzerland Sagl, 6595 Riazino, Switzerland - ISO9001:2015 Certificate (Expiry date 08-May-2018)
 UD - Denison, TX -Caterpillar Global Mining LLC-ISO 9001:2008 (Exp Date: 03-Aug-2020)
 UH - Caterpillar Acuna - Construction and Mining Equipment, Ciudad Acuna, Coahuila, Mexico - ISO9001:2015 Certificate. (Exp: 26-Oct-2021)
 UH - Caterpillar Inc. - Acuna, Coahuila, MEXICO - ISO9001:2015 Certificate (Expiry date 26-Oct-2018)
 UJ - Caterpillar - North Little Rock, North Little Rock (AR), USA - CQMS:2015 / ISO 9001:2015 Certificate (Exp Date: 05-Jun-2019)
 XO - Anchor Coupling (Goldsboro), Goldsboro (NC), USA - ISO 9001:2015 (Exp date: 20-Dec-2018)
 XY - Caterpillar Reynosa S.A. de C.V., Reynosa, Tamaulipas, Mexico - ISO9001:2015 Certificate (Exp date: 03-Oct-2020)
 YP - Caterpillar Inc. (Remanufacturing Site-Specific Certificate), Franklin (IN), USA ISO9001:2015 Certificate (Expiry date 19-Jun-2020)
 YV - Caterpillar Surface Mining and Technology, South Milwaukee (WI), USA - ISO9001:2015 (Expiry date 04-Jun-2021)
 ZZ - Caterpillar Inc. - Advanced Components Manufacturing (Hydraulic Cylinders), Sumter (SC), USA - ISO9001:2015 Cert (Exp: 28-Mar-2020)

20) Describe any environmental management system certifications obtained by your organization.

We described our “green initiatives” more completely in Form A, Question 29. To be specific regarding ISO standards, we are listing here the plants that are certified to ISO 14001:2004 Environmental Management System:

Plants certified with ISO 14001:2004 Environmental Management System

Anchor Coupling - Goldsboro, NC - ISO 14001:2004 - Sept 2018
 Anchor Coupling - Menominee - ISO 14001:2015 - Jan. 2021
 Gen Sets - Newberry - ISO 14001:2004 - Nov. 2017
 Mapleton - 14001:2004 self-certification - issued January 2013
 Reman Services - Corinth, MS - ISO 14001:2015 - Sept. 2021
 Reman Services - Franklin - ISO 14001:2004 - May 2017

21) Describe any preventive maintenance programs that your organization offers for the solutions you are proposing in your response.

Caterpillar understands the value to the customer of a well-defined preventive maintenance plan. Each machine we sell has very clear and detailed instructions for routine maintenance. We find that some customers prefer to do the maintenance themselves, others want our dealers to track and perform the service.

For customers who retain maintenance responsibilities, we have several tools available to facilitate that. As an example, My.Cat.Com makes it easy for customers to access critical information about their fleet.

STARTER CONNECTIVITY: If the customer purchases a machine with a factory-installed Product Link device, the customer will receive Cat Daily connectivity at no cost (for seven years on Building Construction Products machines; 12 years on Global Construction & Infrastructure machines). Cat Daily provides basic information once per day via My.Cat.Com or via a mobile app as described below.

My.Cat.Com users have access to:

- Equipment location
- Hours
- Diagnostic and operational events
- Fuel burn
- Dealer work orders
- Parts lists and Preventive Maintenance Checklists
- Parts ordering
- Safety service letters
- Rental documentation
- Warranty information

- Operation and maintenance manuals
- Preventive maintenance alerts and scheduling
- Cat Inspect outcomes
- S-O-S fluid analysis results

A subset of this information is also available in the Cat App: Fleet Management (IOS and Android).

In some situations, information available through My.Cat.Com provides an agency with sufficient data. But sometimes the equipment manager/public works director wants a more comprehensive view of their assets and/or the ability to manage an entire fleet. To meet that need, Caterpillar offers VisionLink—a powerful, flexible platform with enhanced capabilities, like customizable reports and notifications, that makes it easier to optimize productivity, manage assets and reduce costs.

ADVANCED CONNECTIVITY TRIAL: For any construction machine with a Product Link device, the customer will receive a six-month complimentary VisionLink Essentials trial. After the trial period ends, customers may elect to continue access at several different levels:

- **VisionLink Daily** – offers convenient, affordable, once-a-day telematics information. Ideal for customers who only need once-per-day reporting
- **VisionLink Basic** – provides basic asset management features including hour and location monitoring as well as geographic fencing and maintenance management. Recommended for machines that only report hours, where data updates and related features are needed more frequently than once per day.
- **VisionLink Essentials** – includes all the features of Basic plus health, utilization, and productivity features with frequent data updates. Ideal for customers needing up-to-date information about site operations, productivity, asset location, and operator performance, as well as timely notification of issues as they occur.

Another free app we offer is designed to help customers focus on safety and preventive maintenance. The “Cat Inspect” app offers multiple features geared to make regular machine inspections simple and useful.

- **Daily Walkaround** inspections are designed primarily for operators who are guided where to look on their particular machine and allows them to document and report any abnormalities.
- **Preventive Maintenance** inspections are more in-depth and are designed for customer or dealer technicians to inspect components for signs of wear and to ensure that all recommended preventive maintenance procedures are completed and recorded.
- **Technical Analysis** inspections are the most in-depth and are normally used once per year or when a machine is at the end of a customer’s ownership period.

This app includes the ability to take pictures, make notes and complete and share inspections electronically. Inspection reports are also integrated into both My.Cat.Com and VisionLink, providing visibility to overall fleet health.

For customers who intend to rely on dealers for maintenance, they can schedule the work themselves as needed, or we propose a variety of CSAs (Customer Support Agreements). These are completely customizable, but we offer starting points for several levels with corresponding price points which vary by product.

- Customer performed preventative maintenance – the Cat dealer will provide the necessary parts per the maintenance schedule; the customer will do the work.

- Dealer performed preventative maintenance – the Cat dealer will handle basic preventative maintenance for any machine or group of machines to help keep scheduled downtime to a minimum.
- Component maintenance and repair agreement – the Cat dealer will take care of maintaining and servicing systems such as engines, transmissions, etc. to extend service resources and equipment life.
- Total maintenance and repair agreement – the Cat dealer covers service and maintenance for any one piece of equipment or the entire fleet. This agreement can include guaranteed availability and uptime.

Signature: Ante A. Redpath Date: 3/13/19

**AMENDMENT #1
TO
CONTRACT #032119-CAT**

THIS AMENDMENT is by and between **Sourcewell** and **Caterpillar Inc.** (Vendor).

Sourcewell awarded a contract to Vendor for Heavy Construction Equipment with Related Accessories, Attachments, and Supplies effective May 13, 2019, through May 13, 2023 (Contract). Vendor implemented changes to its dealer reporting system and now wishes to modify the Contract to accurately report Administrative Fee payment calculations.

The parties wish to amend the following terms within the Contract:

1. This Amendment is effective upon the date of the last signature below.
2. Any Contract term related to calculation of Administrative Fee that is paid to Sourcewell is deleted and replaced with the following:

“Vendor will pay to Sourcewell an Administration Fee calculated at 0.33% of Caterpillar’s MSRP for each piece of equipment purchased by Sourcewell’s Participating Entities. Caterpillar will pay the Administration Fee to Sourcewell on a quarterly basis.”

Except as amended above, the Contract remains in full force and effect.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
Jeremy Schwartz, Chief Procurement Officer

Date: 7/12/2021 | 7:35 PM CDT

Approved:

DocuSigned by:
By: Chad Coquette
Chad Coquette, Executive Director/CEO

Date: 7/12/2021 | 8:38 PM CDT

Caterpillar Inc.

DocuSigned by:
By: Dawn Zink
Dawn Zink

Title: Caterpillar Governmental Marketing Manager

Date: 7/12/2021 | 3:32 PM CDT

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**



Company Name: Caterpillar Inc.

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by Sourcewell or included in the final contract. Sourcewell will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	Sourcewell ACCEPTS
8.11 / page 29	Assignment of Contract	Notwithstanding the Terms of Section 8.11, Caterpillar shall be permitted to subcontract certain of its duties to Cat dealers for performance. *	Sourcewell accepts
Section Q / page 32	Provisions for non-federal entity procurements under federal awards or other awards; airport improvement program provisions	Section Q shall be deleted in its entirety. However, Caterpillar Dealers will review individual transactions that may implicate certain provisions within section Q on a case by case basis as required. *	Sourcewell accepts

*Please see page 2 of this form for comments regarding this exception request.

Proposer's Signature: _____

Tate L. Redpath

Date: _____

3/13/19

Sourcewell's clarification on exceptions listed above:



**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**



Caterpillar Comments on Exception Requests:

Exception to 8.11

Because we rely on our dealer network to work closely with customers to execute the terms of this agreement, we want to clarify that we may subcontract these obligations to them. This is how we are operating today to the satisfaction of all involved and we intend for this strong, close, and effective relationship to continue.

Exception to Section Q

In many situations we will be willing to comply to these terms. However, it is impossible to provide a blanket acceptance as each transaction is unique. For example, the Buy American provision referenced in 8.43 will be acceptable for some products and not for others depending on the source of production. By looking at each transaction individually we can ensure careful consideration. It is our desire to earn this business and when we are able to comply we will honor the terms specific to the transaction.



SourcewellSM

Formerly the National Joint Powers Alliance (NJPA)

REQUEST FOR PROPOSAL

for the procurement of

HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES

RFP Opening

March 22, 2019

8:30 a.m. Central Time

At the offices of Sourcewell

202 12th Street Northeast, Staples, MN 56479

RFP #032119

Sourcewell, formerly the National Joint Powers Alliance® (NJPA), on behalf of Sourcewell and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #032119 HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES. Details of this RFP are available beginning January 31, 2019. Details may be obtained by letter of request to James Voelker, Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@sourcewell-mn.gov. Proposals will be received until March 21, 2019 at 4:30 p.m. Central Time at the above address and opened March 22, 2019 at 8:30 a.m. Central Time.

RFP Timeline

January 31, 2019	Publication of RFP in the print and online version of <i>USA Today</i> , in the print and online version of the <i>Salt Lake News</i> within the State of Utah, in the print and online version of the <i>Daily Journal of Commerce</i> within the State of Oregon (note: OR entities this pertains to: www.sourcewell-mn.gov/compliance-legal/oregon-advertising and also RFP Appendix B), in the print and online version of <i>The State</i> within the State of South Carolina, the Sourcewell website, MERX, PublicPurchase.com, Biddingo, and Onvia.
March 5, 2019 10:00 a.m. CT	Pre-Proposal Conference (the webcast/conference call). The connection information will be sent to all inquirers two business days before the conference.
March 14, 2019	Deadline for RFP questions.
March 21, 2019 4:30 p.m. CT	Deadline for Submission of Proposals. Late responses will be returned unopened.
March 22, 2019 8:30 a.m. CT	Public Opening of Proposals.

Direct questions regarding this RFP to: James Voelker at james.voelker@sourcewell-mn.gov or 218-895-4191.

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1 DEFINITIONS

A. CONTRACT

Contract means this RFP, current pricing information, fully executed Forms C, D, F, & P from the Proposer's response pursuant to this RFP, and a fully executed Form E ("Acceptance and Award") with final terms and conditions. Form E will be executed after a formal award and will provide final clarification of terms and conditions of the award.

B. PROPOSER

A Proposer is a company, person, or entity delivering a timely response to this RFP. This RFP may also use the terms "respondent" or "proposed Vendor," which is interchangeable with Proposer as the context allows.

C. SOURCED GOOD or OPEN MARKET ITEM

A Sourced Good or Open Market Item is a product within the RFP's scope 1) that is not currently available under the Vendor's Sourcewell contract, 2) that a member wants to buy under contract from an awarded Vendor, and 3) that is generally deemed incidental to the total transaction or purchase of contract items.

D. VENDOR

A Proposer whose response has been awarded a contract pursuant to this RFP.

2 ADVERTISEMENT OF RFP

2.1 Sourcewell advertises this solicitation: 1) in the hard copy print and online editions of the USA Today; 2) once each in Oregon's Daily Journal of Commerce, South Carolina's The State and Utah's Salt Lake Tribune; 3) on Sourcewell's website; and 4) on other third-party websites deemed appropriate by Sourcewell. Other third-party advertisers may include Onvia, PublicPurchase.com, MERX, and Biddingo.

2.2 Sourcewell also notifies and provides solicitation documentation to each state-level procurement departments for possible re-posting of the solicitation within their systems and at their option for future use and to meet specific state requirements.

3 INTRODUCTION

A. ABOUT SOURCEWELL

3.1 Sourcewell, formerly the National Joint Powers Alliance® (NJPA) is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership. Eligible membership and participation includes states, cities, counties, all government agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations.

3.2 Under the authority of Minnesota state laws and enabling legislation, Sourcewell facilitates a competitive solicitation and contracting process on behalf of the needs of itself and the needs of current and potential member agencies nationally. This process results in national procurement contracts with various Vendors of products/equipment and services which Sourcewell Member agencies desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of Sourcewell cooperative procurement contracts can be found at www.sourcewell-mn.gov.

3.3 Sourcewell is a public agency governed by publicly elected officials that serve as the Sourcewell Board of Directors. Sourcewell's Board of Directors oversees and authorizes the calls for all new proposals and holds those resulting Contracts for the benefit of its own and its Members use.

3.4 Sourcewell currently serves over 50,000 member agencies nationally. Both membership and utilization of Sourcewell contracts continue to expand, due in part to the increasing acceptance of Cooperative Purchasing throughout the government and education communities nationally.

B. JOINT EXERCISE OF POWERS LAWS

3.5 Sourcewell cooperatively shares those contracts with its Members nationwide through various Joint Exercise of Powers Laws or Cooperative Purchasing Statutes established in Minnesota, other states and Canadian provinces. The Minnesota Joint Exercise of Powers Law is Minnesota Statute §471.59 which states "Two or more governmental units...may jointly or cooperatively exercise any power common to the contracting parties..." This Minnesota Statute allows Sourcewell to serve Member agencies located in all other states. Municipal agencies nationally can participate in cooperative purchasing activities under their own state law. These laws can be found on our website at www.sourcewell-mn.gov/compliance-legal.

3.5.1 For Members within the Commonwealth of Virginia, this RFP is intended to be a "joint procurement agreement" as described in Vir. Code § 2.2-4304(A), and those Virginia Members identified in Appendix C may agree to be a Joint Purchaser under this RFP.

3.5.2 For Members within Canada, this RFP is intended to include municipalities and publicly-funded academic institutions, schools boards, health authorities, and social services (MASH

sectors). In addition this RFP is intended to include current and potential Members of the Rural Municipalities of Alberta (RMA), and their represented Associations (SARM, SUMA and AMM).

C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

3.6 National Cooperative Procurement Contracts create value for Municipal and Public Agencies, as well as for Vendors of products/equipment and services in a variety of ways:

3.6.1 National cooperative contracts potentially save time and effort for municipal and public agencies, who otherwise would have to solicit vendor responses to individual RFPs, resulting in individual contracts, to meet the procurement needs of their respective agencies. Considerable time and effort is also potentially saved by the Vendors who would have had to otherwise respond to each of those individual RFPs. A single, nationally advertised RFP, resulting in a single, national cooperative contract can potentially replace thousands of individual RFPs for the same equipment/products/services that might have been otherwise advertised by individual Sourcewell member agencies.

3.6.2 Sourcewell contracts offer our Members nationally leveraged volume purchasing discounts. Our contract terms and conditions offer the opportunity for Vendors to recognize individual member procurement volume commitment through additional volume based contract discounts.

3.7 State laws that permit or encourage cooperative purchasing contracts do so with the belief that cooperative efficiencies will result in lower prices, better overall value, and considerable time savings.

3.8 The collective purchasing power of thousands of Sourcewell Member agencies nationwide offers the opportunity for volume pricing discounts. Although no sales or sales volume is guaranteed by a Sourcewell Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

3.9 Sourcewell and its Members desire the best value for their procurement dollar as well as a competitive price. Vendors have the opportunity to display and highlight value-added attributes of their company, equipment/products and services without constraints of a typical individual proposal process.

D. THE INTENT OF THIS RFP

3.10. National contract awarded by Sourcewell: Sourcewell seeks the most responsive and responsible Vendor relationship(s) to reflect the best interests of Sourcewell and its Member agencies. Through a competitive proposal and evaluation process, the Sourcewell Proposal Evaluation Committee recommends vendors for a national contract awarded by the action of the Sourcewell Chief Procurement Officer. Sourcewell's primary intent is to establish and provide a national cooperative procurement contract that offer opportunities for Sourcewell and our current and potential Member agencies throughout the United States and Canada to procure quality product/equipment and services as desired and needed. The contracts will be marketed nationally through a cooperative effort between the awarded vendor(s) and Sourcewell. Contracts are expected to offer price levels reflective of the potential and collective volume of Sourcewell and the nationally established Sourcewell membership base.

3.11 Beyond our primary intent, Sourcewell further desires to:

3.11.1 Award a four-year contract with a fifth-year contract option resulting from this RFP. Any fifth-year extension is exercised at Sourcewell's discretion and results from Sourcewell's contracting needs or from Member requests; this extension is not intended merely to accommodate an awarded Vendor's request. If Sourcewell grants a fifth-year extension, it may also terminate the contract (or cause it to expire) within the fifth year if the extended

contract is replaced by a resolicited or newly solicited contract. In exigent circumstances, Sourcewell may petition Sourcewell's Board of Directors to extend the contract term beyond five years. This rarely used procedure should be employed only to avoid a gap in contract coverage while a replacement contract is being solicited;

- 3.11.2** Offer and apply any applicable technological advances throughout the term of a contract resulting from this RFP;
- 3.11.3** Deliver "Value Added" aspects of the company, equipment/products and services as defined in the "Proposer's Response";
- 3.11.4** Deliver a wide spectrum of solutions to meet the needs and requirements of Sourcewell and Sourcewell Member agencies; and
- 3.11.5** Award an exclusive contract to the most responsive and responsible vendor when it is deemed to be in the best interest of Sourcewell and the Sourcewell Member agencies.

3.12 Exclusive or Multiple Awards: Based on the scope of this RFP and on the responses received, Sourcewell may award either an exclusive contract or multiple contracts. In some circumstances, a single national supplier may best meet the needs of Sourcewell Members; in other situations, multiple vendors may be in the best interests of Sourcewell and the Sourcewell Members and preferred by Sourcewell to provide the widest array of solutions to meet the member agency's needs. Sourcewell retains sole discretion to determine which approach is in the best interests of Sourcewell Member agencies.

3.13 Non-Manufacturer Awards: Sourcewell reserves the right to make an award under this RFP to a non-manufacturer or dealer/distributor if such action is in the best interests of Sourcewell and its Members.

3.14 Manufacturer as a Proposer: If the Proposer is a manufacturer or wholesale distributor, the response received will be evaluated on the basis of a response made in conjunction with that manufacturer's authorized dealer network. Unless stated otherwise, a manufacturer or wholesale distributor Proposer is assumed to have a documented relationship with their dealer network where that dealer network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this RFP on behalf of the manufacturer or wholesale distributor Proposer. Any such dealer will be considered a sub-contractor of the Proposer/Vendor. The relationship between the manufacturer and wholesale distributor Proposer and its dealer network may be proposed at the time of the submission if that fact is properly identified.

3.15 Dealer/Reseller as a Proposer: If the Proposer is a dealer or reseller of the products and/or services being proposed, the response will be evaluated based on the Proposer's authorization to provide those products and services from their manufacturer. When requested by Sourcewell, Proposers must document their authority to offer those products and/or services.

E. SCOPE OF THIS RFP

3.16 Scope: The scope of this RFP is to award a contract to a qualifying vendor defined as a manufacturer, provider, or dealer/distributor, established as a Proposer, and deemed responsive and responsible through our open and competitive proposal process. Vendors will be awarded contracts based on the proposal and responders demonstrated ability to meet the expectations of the RFP and demonstrate the overall highest valued solutions which meet and/or exceed the current and future needs and requirements of Sourcewell and its Member agencies nationally within the scope of HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES.

3.17 Additional Scope Definitions: In addition to HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES, **this solicitation should be read to include, but not to be limited to:**

3.17.1 Subject to section 3.17.2 below, the following types of heavy construction equipment: wheeled, tracked, and backhoe loaders, motor graders, wheeled and tracked excavators, bulldozers, compactors, scrapers, articulated and rigid haulers, cranes, highway-class asphalt pavers, screeds, pavement milling machines, and rollers.

3.17.2 A Proposer must meet **at least one** of the following four requirements to be considered within scope of this solicitation. For purposes of Section 3.17.2 and its subsections, the term “published” means that the information is readily available through the proposer’s printed literature or website and that the proposer has verified the accuracy of the information:

3.17.2.1 At least one wheel loader with published net horsepower (HP) of at least 330 HP, and a crawler excavator with published net HP of at least 500 HP and maximum operating weight of at least 150,000 lbs.

3.17.2.2 At least one motor grader with a published maximum operating weight of at least 30,000 lbs.

3.17.2.3 At least one crane with a published maximum lifting capacity of at least 300 tons and a published maximum boom length of at least 150 feet.

3.17.2.4 At least one highway-class asphalt paver with a published maximum operating weight of at least 19,000 lbs.

3.17.3 Sourcewell reserves the right to limit the scope of this solicitation for Sourcewell and current and potential Sourcewell member agencies.

3.17.3.1 This solicitation should **NOT** be construed to include any of the following:

- a. Construction services
- b. Equipment accessory, attachment and supply only solutions, or
- c. Vendors whose primary business is covered under categories included in the following Sourcewell RFPs:
 - i. Medium Construction Equipment with Related Accessories, Attachments, and Supplies (See Sourcewell RFP #042815)
 - ii. Portable Construction and Maintenance Equipment and Trailers with Related Accessories, Attachments, and Supplies (See Sourcewell RFP #052015)
 - iii. Grounds Maintenance Equipment, Attachments, Accessories, and Related Services (See Sourcewell RFP #062117)
 - iv. Forklifts, Lift Trucks, and Related Material Handling Equipment, Attachments, Accessories, and Services (See Sourcewell RFP #101816)
 - v. Roadway Maintenance Equipment with Related Accessories, Attachments, Materials, and Supplies (See Sourcewell RFP #052417)
 - vi. Public Utility Equipment with Related Accessories and Supplies (See Sourcewell #012418)

3.18 Overlap of Scope: When considering equipment/products/services, or groups of equipment/products/services submitted as a part of your response, and whether inclusion of such will fall within a “Scope of Proposal,” please consider the validity of an inverse statement.

3.18.1 For example, pencils and post-it-notes can generally be classified as office supplies and office supplies generally include pencils and post-it-notes.

3.18.2 In contrast, computers (PCs and peripherals) can generally be considered office supplies; however, the scope of office supplies does not generally include computer servers and infrastructure.

3.18.3 In conclusion: With this in mind, individual products and services must be examined individually by Sourcewell, from time to time and in its sole discretion, to determine their compliance and fall within the original “Scope” as intended by Sourcewell.

3.19 Best and Most Responsive – Responsible Proposer: It is the intent of Sourcewell to award a Contract to the best and most responsible and responsive Proposer(s) offering the best overall quality and selection of equipment/products and services meeting the commonly requested specifications of Sourcewell and Sourcewell Members, provided the Proposer’s Response has been submitted in accordance with the requirements of this RFP. Qualifying Proposers who are able to anticipate the current and future needs and requirements of Sourcewell and Sourcewell member agencies; demonstrate the knowledge of any and all applicable industry standards, laws and regulations; and possess the willingness and ability to distribute, market to and service Sourcewell Members in all 50 states are preferred. Sourcewell requests proposers submit their entire line of products and services as it applies and relates to the scope of this RFP.

3.20 Sealed Proposals: Sourcewell will receive sealed proposal responses to this RFP in accordance with accepted standards set forth in the Minnesota Procurement Code and Uniform Municipal Contracting Law. Awards may be made to responsible and responsive Proposers whose proposals are determined in writing to be the most advantageous to Sourcewell and its current or qualifying future Sourcewell Member agencies.

3.21 Use of Contract: Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of Sourcewell and its Members. Sourcewell and/or its members reserve the right to obtain like equipment/products and services solely from this contract or from another contract source of their choice or from a contract resulting from their own procurement process.

3.22 Awarded Vendor’s interest in a contract resulting from this RFP: Awarded Vendors will be able to offer to Sourcewell, and current and potential Sourcewell Members, only those products/equipment and services specifically awarded on their Sourcewell Awarded Contract(s). Awarded Vendors may not offer as “contract compliant,” products/equipment and services which are not specifically identified and priced in their Sourcewell Awarded Contract.

3.23 Sole Source of Responsibility- Sourcewell desires a “Sole Source of Responsibility” Vendor. This means that the Vendor will take sole responsibility for the performance of delivered equipment/products/services. Sourcewell also desires sole responsibility with regard to:

3.23.1 Scope of Equipment/Products/Services: Sourcewell desires a provider for the broadest possible scope of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and potential Members.

3.23.2 Vendor use of sub-contractors in sourcing or delivering equipment/product/services: Sourcewell desires a single source of responsibility for equipment/products and services proposed. Proposers are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the equipment/products/services being proposed. Vendor assumes all responsibility for the equipment/products/services and actions of any such Sub-Contractor. Suggested Solutions Options include:

3.23.3 Multiple solutions to the needs of Sourcewell and Sourcewell Members are possible. Examples could include:

3.23.3.1 Equipment/Products Only Solution: Equipment/Products Only Solution may be appropriate for situations where Sourcewell or Sourcewell Members possess the ability, either in-house or through local third party contractors, to properly install and bring to operation those equipment/products being proposed.

3.23.3.2 Turn-Key Solutions: A Turn-Key Solution is a combination of equipment/products and services that provides a single price for equipment/products, delivery, and installation to a properly operating status. Generally this is the most desirable solution because Sourcewell and Sourcewell Members may not possess, or desire to engage, personnel with the necessary expertise to complete these tasks internally or through other independent contractors.

3.23.3.3 Good, Better, Best: Where appropriate and properly identified, Proposers may offer the choice “of good, better, best” multiple-grade solutions to meet Sourcewell Members’ needs.

3.23.3.4 Proven – Accepted – Leading-Edge Technology: Where appropriate and properly identified, Proposers may provide a spectrum of technology solutions to complement or enhance the proposed solutions to meet Sourcewell Members’ needs.

3.23.4 If applicable, Contracts will be awarded to Proposer(s) able to deliver a proposal meeting the entire needs of Sourcewell and its Members within the scope of this RFP. Sourcewell prefers Proposers submit their complete product line of products and services described in the scope of this RFP. Sourcewell reserves the right to reject individual, or groupings of specific equipment/products and services proposals as a part of the award.

3.24 Geographic Area to be Proposed: This RFP invites proposals to provide HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES to Sourcewell and Sourcewell Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to Sourcewell Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability and willingness to serve Canada, for instance, will be viewed as a value-added attribute.

3.25 Contract Term: At Sourcewell’s option, a Contract resulting from this RFP will become effective either on the date awarded by the Sourcewell Executive Director and Chief Procurement Officer or on the day following the expiration date of an existing Sourcewell procurement contract for the same or similar product/equipment and services.

3.25.1 Sourcewell is seeking a Contract base term of four years as allowed by Minnesota Contracting Law. Full term is expected. However, one additional one-year renewal/extension may be offered by Sourcewell to Vendor beyond the original four year term if Sourcewell deems such action to be in the best interests of Sourcewell and its Members. Sourcewell reserves the right to conduct periodic business reviews throughout the term of the contract.

3.26 Minimum Contract Value: Sourcewell anticipates considerable activity resulting from this RFP and subsequent award; however, no commitment of any kind is made concerning actual quantities to be acquired. Sourcewell does not guarantee usage. Usage will depend on the actual needs of the Sourcewell Members and the value of the awarded contract.

3.27 [This section is intentionally blank.]

3.28 Contract Availability: This Contract must be available to all current and potential Sourcewell Members who choose to utilize this Sourcewell Contract to include all governmental and public agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

3.28.1 With respect to Members within the Commonwealth of Virginia, this RFP is intended to be a “joint procurement agreement” as described in Vir. Code § 2.2-4304(A), and those Virginia Members identified in Appendix C must be allowed to use this Contract as a Joint Purchaser.

3.28.2 For Members within Canada, this RFP is intended to include municipalities and publicly-funded academic institutions, schools boards, health authorities, and social services (MASH sectors). In addition this RFP is intended to include current and potential Members of the Rural Municipalities of Alberta (RMA), and their represented Associations (SARM, SUMA and AMM).

3.29 Proposer’s Commitment Period: In order to allow Sourcewell the opportunity to evaluate each proposal thoroughly, Sourcewell requires any response to this solicitation be valid and irrevocable for ninety (90) days after the date proposals are opened.

F. EXPECTATIONS FOR EQUIPMENT/PRODUCTS AND SERVICES BEING PROPOSED

3.30 Industry Standards: Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES industry, as they are generally understood and accepted within that industry across the nation. Submitted products/equipment, related services and accessories, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated standards, needs, expectations, and requirements of Sourcewell and its Members.

3.30.1 Deviations from industry standards must be identified by the Proposer and explained how, in their opinion, the equipment/products and services they propose will render equivalent functionality, coverage, performance, and/or related services. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire proposal.

3.30.2 Technical Descriptions/Specifications. Excessive technical descriptions and specifications that unduly enlarge the proposal response may cause Sourcewell to reduce the evaluation points awarded on Form G. Proposers must supply sufficient information to:

3.30.2.1 demonstrate the Proposer’s knowledge of industry standards and Member agency needs and expectations;

3.30.2.2 Identify the equipment/products and services being proposed as applicable to the needs and expectations of Sourcewell Member agencies; and

3.30.2.3 differentiate equipment/products and services from other industry manufacturers and providers.

3.31 New Current Model Equipment/Products: Proposals submitted shall be for new, current model equipment/products and services with the exception of certain close-out products allowed to be offered on the Proposer’s “Hot List” described herein.

3.32 Compliance with laws and standards: All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes.

3.33 Delivered and operational: Products/equipment offered herein are to be proposed based upon being delivered and operational at the Sourcewell Member’s site. Exceptions to “delivered and operational” must be clearly disclosed in the “Total Cost of Acquisition” section of the proposal.

3.34 Warranty: The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer’s warranty that includes materials and labor. The Proposer has the primary responsibility to submit product specific warranty as required and accepted by

industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the warranty will be passed on to the Sourcewell member. Failure to submit a minimum warranty may result in non-award.

3.35 Additional Warrants: The Proposer warrants that all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, Proposer/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.

G. SOLUTIONS-BASED SOLICITATION

3.36 The Sourcewell solicitation and contract award process is not based on detailed specifications. Instead, this RFP is a "Solutions-Based Solicitation." Sourcewell expects respondents to understand and anticipate the current and future needs of Sourcewell and its members—within the scope of this RFP—and to propose solutions that are commonly desired or required by law or industry standards. Proposal will be evaluated in part on your demonstrated ability to meet or exceed the needs and requirements of Sourcewell and our member agencies within the defined scope of this RFP.

3.37 While Sourcewell does not typically provide product and service specifications, the RFP may contain scope refinements and industry-specific questions. Where specific items are specified, those items should be considered the minimum required, which the proposal can exceed in order to meet Members' needs. Sourcewell may award all of the respondent's proposal or may limit the award to a subset of the proposal.

3 INSTRUCTIONS FOR PREPARING YOUR PROPOSAL

A. INQUIRY PERIOD

4.1 The inquiry period begins on the date of first advertisement and continues until to the Deadline for Submission." RFP packages will be distributed to potential Vendors during the inquiry period.

B. PRE-PROPOSAL CONFERENCE

4.2 A pre-proposal conference will be held at the date and time specified in the timeline on page one of this RFP. Conference information will be sent to all potential Proposers, and attendance is optional. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Only answers issued by written addendum by Sourcewell to questions asked before the deadline for questions are binding on the parties to an awarded contract.

C. IDENTIFICATION OF KEY PERSONNEL

4.3 Awarded Vendors will designate one senior staff member to represent the Vendor to Sourcewell. This contact person will correspond with members for technical assistance, questions, or concerns that may arise, including instructions regarding different contacts for different geographical areas or product lines.

4.4 These designated individuals should also act as the primary contact for marketing, sales, and any other area deemed essential by the Proposer and Sourcewell.

D. PROPOSER'S EXCEPTIONS TO TERMS AND CONDITIONS

4.5 Any exceptions, deviations, or contingencies regarding this RFP that a Proposer requests must be documented on Form C, Exceptions To Proposal, Terms, Conditions And Solutions Request.

4.6 Exceptions, deviations or contingencies requested in the Proposer’s response, while possibly necessary in the view of the Proposer, may result in lower scoring or disqualification of a proposal.

E. PROPOSAL FORMAT

4.7 All Proposers must examine the entire RFP package to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal.

4.8 All proposals must be properly labeled and sent to “Sourcewell, 202 12th Street NE Staples, MN 56479.”

4.9 All proposals must be physically delivered to Sourcewell at the above address with all required hard copy documents and signature forms/pages inserted as loose pages at the front of the Vendor’s response. The proposal must include these items.

4.9.1 Hard copy original of completed, signed, and dated Forms C, D, F; hard copy of the signed signature-page only from Forms A and P from this RFP;

4.9.2 Signed hard copies of all addenda issued for the RFP;

4.9.3 Hard copy of Certificate of Insurance verifying the coverage identified in this RFP; and

4.9.4 A complete copy of your response on a flash drive (or other approved electronic means). The electronic copy must contain completed Forms A, B, C, D, F, and P, your statement of products and pricing (including apparent discount), and all appropriate attachments. In order to ensure that your full response is evaluated, you must provide an electronic version of any material that you provide in a hard copy format.

As a public agency, Sourcewell’s proposals, responses, and awarded contracts are a matter of public record, except for such data that is classified as nonpublic. Accordingly, public data is available for review through a properly submitted public records request. To redact nonpublic information from your proposal (under Minnesota Statute §13.37), you must make your request within thirty (30) days of the contract award or non-award date.

4.10 All Proposal forms must be submitted in English and must be legible. All appropriate forms must be executed by an authorized signatory of the Proposer. Blue ink is preferred for signatures.

4.11 Proposal submissions should be submitted using the electronic forms provided. Proposers that use alternative documents are responsible for ensuring that the content is substantially similar to the Sourcewell form and that the document is readable by Sourcewell.

4.12 The Proposer must ensure that the proposal is in the physical possession of Sourcewell before the submission deadline.

4.12.1 Proposals must be submitted in a sealed envelope or box properly addressed to Sourcewell and prominently identifying the proposal number, proposal category name, the message **“Hold for Proposal Opening,”** and the deadline for proposal submission. Sourcewell is not responsible for untimely proposals. Proposals received by the deadline for proposal submission will be opened and the name of each Proposer and other appropriate information will be publicly read.

4.13 Proposers are responsible for checking directly on the Sourcewell website for any addendums to this RFP. Addendums to this RFP can change the terms and conditions of the RFP, including the proposal submission deadline.

F. QUESTIONS AND ANSWERS ABOUT THIS RFP

4.14 Upon examination of this RFP document, Proposers should promptly notify Sourcewell of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections, and changes to this RFP will be considered by Sourcewell through a written addendum. Interpretations, corrections, or changes that are made in any other manner are not binding, and Proposers must not rely on them.

4.15 Submit all questions about this RFP, in writing, referencing HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES to James Voelker at Sourcewell, 202 12th Street NE, Staples, MN 56479 or to RFP@sourcewell-mn.gov. You may also call James Voelker at 218-895-4191. Sourcewell urges potential Proposers to communicate all concerns well in advance of the submission deadline to avoid misunderstandings. Questions received within seven (7) days before the submission deadline generally cannot be answered. Sourcewell may, however, field purely procedural questions, questions about Sourcewell-issued addenda, or questions involving a Proposer withdrawing its response before the RFP submission deadline.

4.16 If Sourcewell deems that its answer to a question has a material impact on other potential Proposers or on the RFP itself, Sourcewell will create an addendum to this RFP.

4.17 If Sourcewell deems that its answer to a question merely clarifies the existing terms and conditions and does not have a material impact on other potential Proposers or the RFP itself, no further documentation of that question is required.

4.18 Addenda are written instruments issued by Sourcewell that modify or interpret the RFP. All addenda issued by Sourcewell become a part of the RFP. Addenda will be delivered to all Potential Proposers using the same method of delivery of the original RFP material. Sourcewell accepts no liability in connection with the delivery of any addenda. Copies of addenda will also be made available on the Sourcewell website at www.sourcewell-mn.gov (under “Solicitations”) and from the Sourcewell offices. All Proposers must acknowledge their receipt of all addenda in their proposal response.

4.19 Any amendment to a submitted proposal must be in writing and must be delivered to Sourcewell by the RFP submission deadline.

4.20 through 4.21 [These sections are intentionally blank.]

G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

4.22 A submitted proposal must not be modified, withdrawn, or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened. Before the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the Sourcewell Procurement Manager. Such notice must be submitted in writing and must include the signature of the Proposer. The notice must be delivered to Sourcewell before the deadline for submission of proposals and must be so worded as not to reveal the content of the original proposal. The original proposal will not be physically returned to the potential Proposer until after the official proposal opening. Withdrawn proposals may be resubmitted up to the time designated for the receipt of the proposals if they fully conform with the proposal instructions.

H. PROPOSAL OPENING PROCEDURE

4.23 Sealed and properly identified responses for this RFP entitled HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES will be received by Chris Robinson, Procurement Manager, at Sourcewell Offices, 202 12th Street NE, Staples, MN 56479 until the deadline identified on page one of this RFP. All Proposal responses must be submitted in a sealed package. The outside of the package must plainly identify HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES and the RFP number. To avoid premature opening, the Proposer must label the Proposal response properly. **Sourcewell documents the receipt of proposals by immediately time- and date-stamping them.** At the time of the public opening,

the Sourcewell Director of Procurement or a representative from the Sourcewell Proposal Evaluation Committee will read the Proposer's names aloud and will determine whether each submission has met Level-1 responsiveness.

I. SOURCEWELL'S RIGHTS RESERVED

4.24 Sourcewell may exercise the following rights with regard to the RFP.

4.24.1 Reject any and all proposals received in response to this RFP;

4.24.2 Disqualify any Proposer whose conduct or proposal fails to conform to the requirements of this RFP;

4.24.3 Duplicate without limitation all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the proposal;

4.24.4 Consider and accept for evaluation a late modification of a proposal if 1) the proposal itself was submitted on time, 2) the modifications were requested by Sourcewell, and 3) the modifications make the terms of the proposal more favorable to Sourcewell or its members;

4.24.5 Waive any non-material deviations from the requirements and procedures of this RFP;

4.24.6 Extend the Contract, in increments determined by Sourcewell, not to exceed a total Contract term of five years;

4.24.7 Cancel the Request for Proposal at any time and for any reason with no cost or penalty to Sourcewell;

4.24.8 Correct or amend the RFP at any time with no cost or penalty to Sourcewell. If Sourcewell corrects or amends any segment of the RFP after submission of proposals and before the announcement of the awarded Vendor, all proposers will be afforded a reasonable opportunity to revise their proposals in order to accommodate the RFP amendment and the new submission dates. Sourcewell will not be liable for any errors in the RFP or other responses related to the RFP; and

4.24.9 Extend proposal due dates.

5 **PRICING**

5.1 Sourcewell requests that potential Proposers respond to this RFP only if they are able to offer a wide array of products and services at lower prices and with better value than what they would ordinarily offer to a single government agency, a school district, or a regional cooperative.

5.2 This RFP requests pricing for an indefinite quantity of products or related services with potential national sales distribution and service. While most RFP categories represent significant sales opportunities, Sourcewell makes no guarantees about the quantity of products or services that members will purchase. **The estimated annual value of this contract is \$200 Million.**

Vendors are expected to anticipate additional volume through potential government, educational, and not-for-profit agencies that would find value in a national contract awarded by Sourcewell.

5.3 Regardless of the payment method selected by Sourcewell or an Sourcewell member, the total cost associated with any purchase option of the products and services must always be disclosed in the proposal and at the time of purchase.

5.4 All proposers must submit “Primary Pricing” in the form of either “Line-Item Pricing,” or “Percentage Discount from Catalog Pricing,” or a combination of these pricing strategies. Proposers are also encouraged to offer optional pricing strategies such as “Hot List,” “Sourced Products,” and “Volume Discounts,” as well as financing options such as leasing. All pricing documents should include a clear effective date.

A. LINE-ITEM PRICING

5.5 Line-item pricing is a pricing format in which individual products or services are offered at specific Contract prices. Products or services are individually priced and described by characteristics such as manufacture name, stock or part number, size, or functionality. This method of pricing may offer the least amount of confusion, but Proposers with a large number of items may find this method cumbersome. In these situations, a percentage discount from catalog or category pricing model may make more sense and may increase the clarity of the contract pricing format.

5.6 All line-item pricing items must be numbered, organized, sectioned (including SKUs, when applicable), and prepared to be easily understood by the Evaluation Committee and members.

5.7 Submit Line-Item Pricing items in an Excel spreadsheet format and include all appropriate identification information necessary to discern the line item from other line items in each Responder’s proposal.

5.8 Line-item pricing must be submitted to Sourcewell in a searchable spreadsheet format (e.g., Microsoft® Excel®) in order to facilitate quickly finding any particular item of interest. For that reason, Proposers are responsible for providing the appropriate product and service identification information along with the pricing information that is typically found on an invoice or price quote for such product or services.

5.9 All products or services typically appearing on an invoice or price quote must be individually priced and identified on the line-item price sheet, including any and all ancillary costs.

5.10 Proposers should provide both a published “List Price” as well as a “Proposed Contract Price” in their pricing matrix. Published List Price will be the standard “quantity of one” price currently available to government and educational customers, excluding cooperative and volume discounts.

B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY

5.11 This pricing model involves a specific percentage discount from a catalog or list price, defined as a published Manufacturer’s Suggested Retail Price (MSRP) for the products or services being proposed.

5.12 Individualized percentage discounts can be applied to any number of defined product groupings.

5.13 A percentage discount from MSRP may be applied to all elements identified in MSRP, including all manufacturer options applicable to the products or services.

5.14 When a Proposer elects to use “Percentage Discount from Catalog or Category,” Proposer will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.

C. COST PLUS A PERCENTAGE OF COST

5.15 “Cost plus a percentage of cost” as a primary pricing mechanism is not desirable. It is, however, acceptable for pricing sourced goods or services.

D. HOT LIST PRICING

5.16 Where applicable, a Vendor may opt to offer a specific selection of products or services, defined as “Hot List” pricing, at greater discounts than those listed in the standard Contract pricing. All product and

service pricing, including the Hot List Pricing, must be submitted electronically in a format that is acceptable to Sourcewell. Hot List pricing must be submitted in a line-item format. Products and services may be added or removed from the Hot List at any time through an Sourcewell Price and Product Change Form.

5.17 Hot List program and pricing may also be used to discount and liquidate close-out and discontinued products and services as long as those close-out and discontinued items are clearly labeled as such. Current ordering process and administrative fees apply. This option must be published and made available to all Sourcewell Members.

E. CEILING PRICE

5.18 Proposal pricing is to be established as a ceiling price. At no time may the proposed products or services be offered under this Contract at prices above this ceiling price without a specific request and approval by Sourcewell. Contract prices may be reduced at any time, for example, to reflect volume discounts or to meet the needs of an Sourcewell Member.

5.19 [This section is intentionally blank.]

F. VOLUME PRICE DISCOUNTS / ADDITIONAL QUANTITIES

5.20 through 5.23 [These sections are intentionally blank.]

G. TOTAL COST OF ACQUISITION

5.24 The Total Cost of Acquisition for the equipment/products and related services being proposed, including those payable by Sourcewell Members to either the Proposer or a third party, is the cost of the proposed equipment/products product/equipment and related services delivered and operational for its intended purpose in the end-user's location. For example, if you are proposing equipment/products FOB Proposer's dock, your proposal should reflect that the contract pricing does not provide for delivery beyond Proposer's dock, nor any set-up activities or costs associated with those delivery or set-up activities. Any additional costs for delivery and set-up should be clearly disclosed. In contrast, a proposal could state that there are no additional costs of acquisition if the product is delivered to and operational at the end-user's location.

H. SOURCED GOOD or OPEN MARKET ITEM

5.25 A Sourced Good or an Open Market Item is a product that a member wants to buy under contract that is not currently available under the Vendor's Sourcewell contract. This method of procurement can be satisfied through a contract sourcing process. Sourcing options serve to provide a more complete contract solution to meet our members' needs. Sourced items are generally deemed incidental to the total transaction or purchase of contract items.

5.26 Sourcewell or Sourcewell Members may request products, equipment, and related services that are within the related scope of this RFP, even if they are not included in an awarded Vendor's line-item price list or catalog. These items are known as Sourced Goods or Open Market Items.

5.27 An awarded Vendor may source such items to the extent that the items are identified as "Sourced Products/Equipment" or "Open Market Items" on any quotation issued in reference to an Sourcewell awarded contract, and that this information is provided to either Sourcewell or an Sourcewell Member. Sourcewell is not responsible for determining whether a Sourced Good is an incidental portion of the overall purchase or whether a Member is able to consider a Sourced Good a purchase under a Sourcewell contract.

5.28 "Cost plus a percentage" pricing is an acceptable option in pricing of Sourced Goods.

I. PRODUCT & PRICE CHANGES

5.29 Awarded Vendors may request product or service changes, additions, or deletions at any time throughout the contract term. All requests must be made in written format by completing the Sourcewell Price and Product Change Request Form (located at the end of this RFP and on the Sourcewell website), signed by an authorized Vendor representative. All changes are subject to review and approval by Sourcewell. Submit your requests through email to your assigned Contract Manager and to PandP@sourcewell-mn.gov.

5.30 Sourcewell will determine whether the request is both within the scope of the original RFP and in the best interests of Sourcewell and Sourcewell Members. Approved Price and Product Change Request Forms will be returned to the Vendor contact through email.

5.31 The Vendor must 1) complete this change request form and individually list or attach all items subject to change, 2) provide a sufficiently detailed explanation and documentation for the change, and 3) include a complete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all products and services being offered and must conform to the following Sourcewell product and price change naming convention: (Vendor Name) (Sourcewell Contract #) (effective pricing date); for example, "COMPANY 012411-CPY effective 02-12-2016."

5.32 The new pricing restatement must include *all* products and services offered, even for those items whose pricing remains unchanged, and must include a new effective date on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.

5.33 ADDITIONS. New products and related services may be added to a Contract resulting from this RFP at any time during that Contract term to the extent that those products and related services are within the scope of this RFP. Allowable new products and related services generally include updated models of products and enhanced services that reflect new technology and improved functionality.

5.34 DELETIONS. New products and related services may be deleted from a contract if an item is no longer available.

5.35 PRICE CHANGES. A Vendor may request pricing changes by providing reasonable justification for the change. For example, a request for a 3% increase in a product line that relies heavily on petroleum products may be reasonable if the raw cost of required petroleum products has increased substantially. Conversely, a request for a 3% increase in prices based only on a 3% increase in a cost-of-living index may be considered unreasonable. Although Sourcewell is sensitive to the possibility of fluctuations in raw material costs, prospective Vendors should make every reasonable attempt to account for normal cost changes by proposing pricing that will be effective throughout the duration of the four-year Contract.

5.35.1 *Price decreases:* Sourcewell expects Vendors to propose their very best prices and anticipates price reductions that are due to advancement in technology and marketplace efficiencies.

5.35.2 *Price increases:* A Vendor must include reasonable documentation for price-increase requests, along with both current and proposed pricing. Appropriate documentation should be attached to the Price and Product Change Request Form, including letters from suppliers announcing price increases. Price increases must not exceed the industry standard.

5.36 through 5.37 [These sections are intentionally blank.]

5.38 Proposers representing multiple manufacturers, or carrying multiple related product lines may also request the addition of new manufacturers or product lines to their Contract to the extent they remain within the scope of this RFP.

5.39 through 5.43 [These sections are intentionally blank.]

K. SALES TAX

5.44 Sales and other taxes should not be included in the prices quoted. The Vendor will charge state and local sales and other applicable taxes on items for which a valid tax-exemption certification has not been provided. Each Sourcewell Member is responsible for providing verification of tax-exempt status to the Vendor. When ordering, Sourcewell Members must indicate that they are tax-exempt entities. Except as set forth herein, no party is responsible for taxes imposed on another party as a result of or arising from the transactions under a Contract resulting from this RFP.

L. SHIPPING

5.45 Shipping costs can constitute a significant portion of the overall cost of procurement. Consequently, significant weight will be given to the quality of a prospective Vendor's shipping program. Shipping charges should reasonably reflect the actual cost of shipping. Sourcewell understands that Vendors may use other shipping cost methods for simplicity or for transparency. But to the extent that shipping costs are determined to disproportionately increase a Vendor's profit, Sourcewell may reduce the points awarded in the "Pricing" criteria.

5.46 through 5.47 [These sections are intentionally blank.]

5.48 All shipping and restocking fees must be identified in the price program. Certain industries providing made-to-order products may not allow returns. Proposals will be evaluated not only on the actual costs of shipping, but on the relative flexibility extended to Sourcewell Members relating to restocking fees, shipping errors, customized shipping requirements, the process for rejecting damaged or delayed shipments, and similar subjects.

5.49 through 5.50 [These sections are intentionally blank.]

5.51 Delivered products must be properly packaged. Damaged products may be rejected. If the damage is not readily apparent at the time of delivery, the Vendor must permit the products to be returned within a reasonable time at no cost to Sourcewell or Sourcewell Members. Sourcewell and Sourcewell Members reserve the right to inspect the products at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the products at the time of delivery.

5.52 The Vendor must deliver Contract-conforming products in each shipment and may not substitute products without the express approval from Sourcewell or the Sourcewell Member.

5.53 Sourcewell reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior products that are not under Contract and described in its paper or electronic price lists or sourced upon request of any Member under this Contract. In the event of the delivery of nonconforming products, the Sourcewell Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming products with conforming products that are acceptable to the Sourcewell member.

5.54 Throughout the term of the Contract, Proposer agrees to pay for return shipment on products that arrive in a defective or inoperable condition. Proposer must arrange for the return shipment of the damaged products.

6 EVALUATION OF PROPOSALS

A. PROPOSAL EVALUATION PROCESS

6.1 The Sourcewell proposal evaluation committee will evaluate proposals received based on a 1,000 point evaluation system. The committee establishes both the evaluation criteria and designates the relative weight of each criterion by assigning possible scores for each category on Form G of this RFP. The committee may adjust the relative weight of the criteria for each RFP. (For example, if the “Warranty” criterion does not apply to a particular RFP, the points normally awarded under “Warranty” may be used to increase the number of potential points in another evaluation category or categories.) The “Pricing” criterion will contain at least a plurality of points for every RFP.

6.2 Sourcewell uses a scoring system that gives primary importance to “Pricing.” But pricing includes more than just the absolute lowest initial cost of purchasing, for example, a particular product. Other considerations include the total cost of the acquisition and whether the Proposer’s offering represents the best value. The evaluation committee may consider such factors as life-cycle costs, total cost of ownership, quality, and the suitability of an offering in meeting Sourcewell Members’ needs. Pricing points may be awarded based on pricing clarity and ease of use. Sourcewell may also award points based on whether a response contains exceptions, exclusions, or limitations of liabilities.

6.3 The Sourcewell Executive Director and Chief Procurement Officer will consider making awards to the selected Proposer(s) based on the recommendations of the proposal evaluation committee. To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set forth under “Proposer Responsiveness,” found just below.

B. PROPOSER RESPONSIVENESS

6.4 All responses are evaluated for Level-One and Level-Two Responsiveness. If a response does not substantially conform to substantially all of the terms and conditions in the solicitation, or if it requires unreasonable exceptions, it may be considered nonresponsive.

6.5 All proposals must contain suitable responses to the questions in the proposal forms. The following requirements must be satisfied in order to meet Level-One Responsiveness, which is typically ascertained on the proposal opening date. If these standards are not met, your response may be disqualified as nonresponsive.

6.6 Level-One Responsiveness means that the response

- 6.6.1** is received before the deadline for submission or it will be returned unopened;
- 6.6.2** is properly addressed and identified as a sealed proposal with a specific RFP number and an opening date and time;
- 6.6.3** contains a pricing document (with apparent discounts) and all other forms fully completed, even if “not applicable” is the answer;
- 6.6.4** includes the original (hard copy) completed, dated, and signed RFP forms C, D, and F. In addition, the response must include the hard-copy signed signature page only from RFP Forms A and P and, if applicable, all signed addenda that have been issued in relation to this RFP;
- 6.6.5** contains an electronic (CD, flash drive, or other suitable) copy of the entire response; and

6.7 Level-Two Responsiveness (including whether the response is within the RFP’s scope) is determined while evaluating the remaining items listed under Proposal Evaluation Criteria below. These items are not arranged in order of importance. Each item draws from multiple questions, and a Proposer’s responses may affect scoring in multiple evaluation criteria. For example, the answers to Industry-Specific Questions may

help determine scoring relative to a Proposer's marketplace success, ability to sell and service nationwide, and financial strength. Any questions not answered without an explanation will likely result in a loss of points and may lead to a nonaward if the proposal evaluation committee cannot effectively review your response.

C. PROPOSAL EVALUATION CRITERIA

6.8 Forms A and P include a series of questions that address the following categories:

- 6.8.1** Company Information and Financial Strength
- 6.8.2** Industry Requirements and Marketplace Success
- 6.8.3** Ability to Sell and Deliver Service Nationwide
- 6.8.4** Marketing Plan
- 6.8.5** Other Cooperative Procurement Contracts
- 6.8.6** Value-Added Attributes
- 6.8.7** Payment Terms and Financing Options
- 6.8.8** Warranty
- 6.8.9** Equipment/Products/Services
- 6.8.10** Pricing and Delivery
- 6.8.11** Industry-Specific Questions

6.9 [This section is intentionally blank.]

D. OTHER CONSIDERATIONS

6.10 In evaluating RFP responses, Sourcewell has no obligation to consider information that is not provided in the Proposer's response. Sourcewell may, however, consider additional information outside the Proposer's response. This research may include such sources as the Proposer's website, industry publications, listed references, and user interviews.

6.11 Sourcewell may organize RFP responses into separate classes or subcategories, depending on the range of responses. For example, Sourcewell might receive numerous submissions for "Widgets and Related Products and Services." Sourcewell may organize these responses into subcategories, such as manufacturers of fully operational Widgets, manufacturers of component parts for Widgets, and providers of parts and service for Widgets. Sourcewell reserves the right to award Proposers in some or all of such subcategories without regard to the evaluation score given to Proposers in another subcategory. This specifically allows Sourcewell to award Vendors that might not have, for instance, the breadth of products of Proposers in another subcategory, but that nonetheless meet a substantial and articulated need of Sourcewell Members.

6.12 [This section is intentionally blank.]

6.13 Sourcewell reserves the right to request and test equipment/products and related services and to seek clarification from Proposers. Before the Contract award, the Proposer must furnish the requested information within three (3) days (or within another agreed-to time frame) or provide an explanation for the delay along with a requested time frame for providing the requested information. Proposers must make reasonable efforts to supply test products promptly. All Proposer products remain the property of the Proposer, and Sourcewell will return such products after the evaluation process. Sourcewell may make provisional contract awards, subject to a Proposer's proper response to a request for information or products.

6.14 A Proposer's past performance under previously awarded contracts to schools, governmental agencies, and not-for-profit entities is relevant in evaluating a Proposer's current response. Past performance includes the Proposer's record of conforming to published specifications and to standards of good workmanship, as well as the Proposer's history for reasonable and cooperative behavior and for commitment to Member satisfaction. Incumbency as an awarded Vendor does not, by itself, merit positive consideration for a future Contract award.

6.15 Sourcewell reserves the right to reject any or all proposals.

E. COST COMPARISON

6.16 Sourcewell may use a variety of evaluation methods, including cost comparisons of specific products. Sourcewell reserves the right to use this process when the proposal evaluation committee determines that this will help to make a final determination.

6.17 This direct cost comparison process will award points for being low to high Proposer for each cost evaluation item selected. A "Market Basket" of identical (or substantially similar) equipment/products and related services may be selected by the proposal evaluation committee, and the unit cost will be used as a basis for determining the point value. Sourcewell will select the "Market Basket" from all appropriate product categories as determined by Sourcewell.

F. MARKETING PLAN

6.18 A Proposer's marketing plan is a critical component of the RFP response. An awarded Vendor's sales force will likely be the primary source of communication with Sourcewell Members and will directly affect the contract's success. Marketing success depends on communicating the contract's value, knowing the contract thoroughly, and communicating the proper use of contracted products and services to the end user. Much of the success and sales reward is a direct result of the commitment to the contract by the awarded Vendor's sales teams. Sourcewell reserves the right to deem a Proposer Level-Two nonresponsive or not to award a contract based on an unacceptable or incomplete marketing plan.

6.19 Sourcewell marketing expectations include the following components.

6.19.1 An awarded Vendor must demonstrate the ability to deploy a national sales force or dealer network. The best RFP responses demonstrate the ability to sell, deliver, and service products through acceptable distribution channels to Sourcewell members in all 50 states. Proposers' responses should fully demonstrate their sales and service capabilities, should outline their national sales force network (both numerically geographically), and should describe their method of distribution of the offered products and related services. Service may be independent of the product sales pricing, but Sourcewell encourages related services to be a part of Proposers' response. Despite its preference for awarding contracts to Vendors that demonstrate nationwide sales and service, Sourcewell reserves the right to award contracts that meet specific Member needs locally or regionally.

6.19.2 Proposers are invited to demonstrate their ability to successfully market, promote, and communicate the benefits of an Sourcewell contract to current and potential Members nationwide. Sourcewell desires a marketing plan that communicates the value of the contract to as many Members as possible.

6.19.3 Proposers are expected to be receptive to Sourcewell trainings. Awarded Vendors must provide an appropriate training venue for both management and the sales force. Sourcewell commits to providing training on all aspects of communicating the value of the awarded contract, including the authority of Sourcewell to offer the contract to its Members, the value and utility the contract delivers to Sourcewell Members, the scope of Sourcewell Membership, the authority of

Members to use Sourcewell procurement contracts, the preferred marketing and sales methods, and the successful use of specific business sector strategies.

6.19.4 Awarded Vendors are expected to demonstrate a commitment to fully embrace the Sourcewell contract. Proposers should identify both the appropriate levels of sales management and sales force that will need to understand the value of the Sourcewell contract, as well as the internal procedures needed to deliver the appropriate messaging to Sourcewell Members. Sourcewell will provide a general schedule and a variety of methods describing when and how those individuals should be trained.

6.19.5 Proposers should outline their proposed involvement in promoting a Sourcewell contract through applicable industry trade show exhibits and related customer meetings. Proposers are encouraged to consider participation with Sourcewell at Sourcewell-endorsed national trade shows.

6.19.6 Proposers must exhibit the willingness and ability to actively market and develop contract-specific marketing materials including the following items.

6.19.6.1 Complete Marketing Plan. Proposers must submit a marketing plan outlining how they will launch the Sourcewell contract to current and potential Sourcewell Members. Sourcewell requires awarded Vendors to embrace and actively promote the contract in cooperation with Sourcewell.

6.19.6.2 Printed Marketing Materials. Awarded Vendors will produce and maintain full color print advertisements in camera-ready electronic format, including company logos and contact information to be used in the Sourcewell directory and other approved marketing publications.

6.19.6.3 Contract announcements and advertisements. Proposers should outline in the marketing plan their anticipated contract announcements, advertisements in industry periodicals, and other direct or indirect marketing activities promoting the awarded Sourcewell contract.

6.19.6.4 Proposer's Website. Proposers should identify how an awarded Contract will be displayed and linked on the Proposer's website. An online shopping experience for Sourcewell Members is desired whenever possible.

6.19.7 A Sourcewell Vendor contract launch will be scheduled during a reasonable time frame after the award and held at the Sourcewell office in Staples, MN unless the Vendor and Sourcewell agree to a different location.

6.20 Proposer shall identify their commitment to develop a sales/communication process to facilitate Sourcewell membership and establish status of current and potential agencies/members. Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by Sourcewell.

G. CERTIFICATE OF INSURANCE

6.21 Proposers must provide evidence of liability insurance coverage identified below in the form of a Certificate of Insurance (COI) or an ACORD binder form with their proposal. Upon an award issued under this RFP and before the execution of any commerce relating to such award, the awarded Vendor must provide verification, in the form of a Certificate of Insurance, identifying the coverage required below and identifying Sourcewell as a "Certificate Holder." The Vendor must maintain such insurance coverage at its own expense throughout the term of any contract resulting from this solicitation.

6.22 Any exceptions or assumptions to the insurance requirements must be identified on Form C of this RFP. Exceptions and assumptions will be considered as part of the evaluation process. Any exceptions or assumptions that Proposers submit must be specific. If a Proposer does not include specific exceptions or assumptions when submitting the proposal, Sourcewell will typically not consider any additional exceptions or assumptions during the evaluation process. Upon contract award, the awarded Vendor must provide the Certificate of Insurance identifying the coverage as specified.

6.23 Insurance Liability Limits. The awarded Vendor must maintain, for the duration of its contract, \$1.5 million in general liability insurance coverage or general liability insurance in conjunction with an umbrella for a total combined coverage of \$1.5 million. Work on the Contract will not begin until after the awarded Vendor has submitted acceptable evidence of the required insurance coverage. Failure to maintain any required insurance coverage or an acceptable alternative method of insurance will be deemed a breach of contract.

6.23.1 Minimum Scope and Limits of Insurance. An awarded Vendor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

6.23.1.1 Commercial General Liability—Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability and XCU coverage.

6.23.1.2 Each Occurrence

\$1,500,000

6.24 Insurance Requirements: The limits listed in this RFP are minimum requirements for this Contract and in no way limit any indemnity covenants contained in this Contract. Sourcewell does not warrant that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work under this Contract by the Vendor, its agents, representatives, employees, or subcontractors, and the Vendor is free to purchase additional insurance as may be determined necessary.

6.25 Acceptability of Insurers: Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Minnesota and with an “A.M. Best” rating of not less than A- VII. Sourcewell does not warrant that the above required minimum insurer rating is sufficient to protect the Vendor from potential insurer solvency.

6.26 Subcontractors: Vendors’ certificate(s) must include all subcontractors as additional insureds under its policies, or the Vendor must furnish to Sourcewell separate certificates for each subcontractor. All coverage for subcontractors are be subject to the minimum requirements identified above.

H. ORDER PROCESS AND/OR FUNDS FLOW

6.27 Sourcewell Members typically issue a purchase order directly to a Vendor under a Contract resulting from this RFP. Alternatively, a separate contract may be created to facilitate acquiring products or services offered in response to this RFP. Nothing in this Contract restricts the Member and Vendor from agreeing to add terms or conditions to a purchase order or a separate contract provided that such terms or conditions must not be less favorable to Sourcewell’s Members.

6.28 [This section is intentionally blank.]

I. ADMINISTRATIVE FEES

6.29 Vendors will pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating this Contract with its current and potential Members. Sourcewell may grant a conditional contract award to a

Proposer if the proposed administrative fee is unclear, inadequate, or unduly burdensome for Sourcewell to administer. Sales under this Contract should not be processed until the parties resolve the administrative fee issue.

6.29.1 The administrative fee is typically calculated as a percentage of the dollar volume of all products and services by Sourcewell Members under this Contract, including anything represented to Sourcewell Members as falling under this Contract.

6.29.2 The administrative fee is included in, and not added to, the pricing included in Proposer's response to the RFP. Awarded Vendors must not charge Sourcewell Members more than permitted in the then current price list in order to offset the administrative fee.

6.29.3 The administrative fee is designed to cover the costs of Sourcewell's involvement in contract management, facilitating marketing efforts, Vendor training, and any order processing tasks relating to the Contract. Administrative fees may also be used for other purposes as allowed by Minnesota law.

6.29.4 The typical administrative fee under this Contract is two percent (2%). While Sourcewell does not dictate the particular fee percentage, we require that the Proposer articulate a specific fee in its response. For example, merely stating that "we agree to pay an administrative fee" is considered nonresponsive. Sourcewell acknowledges that the administrative fee percentage may differ between vendors, industries, and responses.

6.29.5 Sourcewell awarded Vendors are responsible for paying the administrative fee at least quarterly and for generating all related reporting. Vendors agree to cooperate with Sourcewell in auditing these reports to ensure that the administrative fee is paid on all items purchased under the Contract.

6.29.6 [This section is intentionally blank.]

6.30 through 6.32 [This section is intentionally blank.]

J. VALUE-ADDED ATTRIBUTES

6.33 **Desirability of Value-Added Attributes:** Value-added attributes in an RFP response will be given positive consideration in Sourcewell's evaluation process. Such attributes may increase the benefit of a product or service by improving functionality, performance, maintenance, manufacturing, delivery, energy efficiency, ordering, or other items while remaining within the scope of this RFP.

6.34 **Women and Minority Business Enterprise (WMBE), Small Business, and Other Favored Businesses:** Some Sourcewell Members give formal preference to certain types of vendors or contractors. Proposers should document WMBE (or other) status for both their organization and for any affiliates (e.g., supplier networks) involved in fulfilling the terms of this RFP. The ability of a Proposer to provide preferred business entity "credits" to Sourcewell and Sourcewell Members under a Contract will be evaluated positively by Sourcewell and reflected in the "value added" area of the evaluation.

6.35 **Environmentally Preferred Purchasing Opportunities:** Many Sourcewell Members consider the environmental impact of the products and services they purchase. "Green" characteristics demonstrated by Proposers will be evaluated positively by Sourcewell and reflected in the "value added" area of the evaluation. Please identify any green characteristics of any offering in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as green and by which certifying agency.

6.36 **Online Requisitioning Systems:** When applicable, online requisitioning systems will be viewed as a value-added characteristic. Proposers should demonstrate how their system makes online ordering easier

for Sourcewell Members, including how Members could integrate their current e-Procurement or enterprise resource planning (ERP) systems into the Proposer's ordering process.

6.37 Financing: The ability of the Proposer to provide financing solutions to Members for the products and services being proposed will be viewed as a value-added attribute.

6.38 Technology: Technological advances that appreciably improve the proposed products or services will be considered value-added attributes.

K. WAIVER OF FORMALITIES

6.39 Sourcewell reserves the right to waive minor formalities (or to accept minor irregularities) in any proposal, when it determines that considering the proposal may be in the best interest of its Members.

7 POST-AWARD OPERATING ISSUES

A. SUBSEQUENT AGREEMENTS

7.1 Purchase Order. Purchase orders for products and services may be executed between Sourcewell Members and the awarded Vendor (or Vendor's sub-contractors) under this Contract. Sourcewell Members and Vendors must indicate on the face of such purchase orders that "This purchase order is issued under Sourcewell contract #XXXXXX" (insert the relevant contract number). Purchase order flow and procedure will be developed jointly between Sourcewell and an awarded Vendor after an award is made.

7.2 Governing Law. Purchase orders must be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the Member. (See also Section 8.5 of this RFP.) All provisions required by law to be included in the purchase order should be read and enforced as if they were included. If through mistake or otherwise any such provision is not included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to purchase order will be a court of competent jurisdiction with respect to the Member.

7.3 Additional Terms and Conditions. Additional terms and conditions to a purchase order may be proposed by Sourcewell, Sourcewell Members, or Vendors. Acceptance of these additional terms and conditions is optional to all parties to the purchase order. One purpose of these additional terms and conditions is to address job- or industry-specific requirements of law such as prevailing wage legislation. Additional terms and conditions may also include specific local policy requirements and standard business practices of the issuing Member or the Vendor. Such additional terms and conditions are not considered valid to the extent that they interfere with the general purpose, intent, or currently established terms and conditions contain in this RFP document. For example, a Vendor and Member may agree to add a "net 30" payment requirement to the purchase order instead of applying a "net 10" requirement. But the added terms and conditions must not be less favorable to the Member unless Sourcewell, the Member, and the Vendor agree to a Contract amendment or similar modification.

7.4 Specialized Service Requirements. In the event that the Sourcewell Member desires service requirements or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in the Contract resulting from this RFP, the Sourcewell Member and the Vendor may enter into a separate, standalone agreement, apart from a Contract resulting from this RFP. Any proposed service requirements or specialized performance requirements require pre-approval by the Vendor. Any separate agreement developed to address these specialized service or performance requirements is exclusively between the Sourcewell Member and Vendor. Sourcewell, its agents, and employees shall not be made a party to any claim for breach of such agreement. Product sourcing is not considered a service. Sourcewell Members will need to conduct procurements for any specialized services not identified as a part of or within the scope of the awarded Contract.

7.5 Performance Bond. At the request of the Member, a Vendor will provide all performance bonds typically and customarily required in their industry. These bonds will be issued pursuant to the requirements of purchase orders for products and services. If a purchase order is cancelled for lack of a required performance bond by the member agency, Sourcewell recommends that the current pending purchase order be canceled. Each Member has the final decision on purchase order continuation. Any performance bonding required by the Member, the Member's state laws, or by local policy is to be mutually agreed upon and secured between the Vendor and the Member.

7.6 Asset Management Contracts: Asset Management-type Contracts can be initiated under a Contract resulting from this RFP at any time during the term of this Contract. Such a contract could involve, for example, picking up, storing, repairing, inventorying, salvaging, and delivery products falling within the scope of this Contract. The intention in using Asset Management Contracts is to promote the long-term efficiency of Sourcewell's contracts by (among other things) extending the use and re-use of products. Asset Management Contracts cannot be created under this Contract unless they are executed within the authorized term of a Contract resulting from this RFP. The actual term of the Asset Management Contract may, however, extend beyond the expiration date of this Contract.

B. SOURCEWELL MEMBER SIGN-UP PROCEDURE

7.7 Awarded Vendors are responsible for familiarizing their sales and service forces with the various forms of Sourcewell membership documentation and will encourage and assist potential Members in establishing membership with Sourcewell. Sourcewell membership is available at no cost, obligation, or liability to the Member or the Vendor.

C. REPORTING OF SALES ACTIVITY

7.8 Awarded Vendors must report at least quarterly the total gross dollar volume of all products and services purchased by Sourcewell Members as it applies to this RFP and Contract. This report must include the name and address of the purchasing agency, Member number, amount of purchase, and a description of the items purchased.

7.8.1 Zero sales reports: Awarded Vendors must provide a quarterly Contract sales report regardless of the amount of sales.

D. AUDITS

7.9 Sourcewell relies substantially on the reasonable auditing efforts of both Members and awarded Vendors to ensure that Members are obtaining the products, services, pricing, and other benefits under all Sourcewell contracts. Nonetheless, the Vendor must retain and make available to Sourcewell all order and invoicing documentation related to purchases that Members make from the Vendor under the awarded Contract. Sourcewell must not request such information more than once per calendar year, and Sourcewell must make such requests in writing with at least fourteen (14) days' notice. Sourcewell may employ an independent auditor at its own expense or conduct an audit on its own. In either event, the Vendor agrees to cooperate fully with Sourcewell or its agents in order to ensure compliance with this Contract.

E. HUB PARTNER

7.10 Hub Partner: Sourcewell Members may request special services through a "Hub Partner" for the purpose of complying with a law, regulation, or rule that an Sourcewell Member deems to apply in its jurisdiction. Hub Partners may bring value to the proposed transactions through consultancy, through qualifying for disadvantaged business entity credits, or through other means.

7.11 Hub Partner Fees: Sourcewell Members are responsible for any transaction fees, costs, or expenses that arise under this Contract for special service provided by the Hub Partner. The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction documentation. To the extent that the

Vendor stands in the chain of title during a transaction resulting from this RFP, the documentation must clearly indicate that the transaction is “Executed for the Benefit of [Sourcewell Member name].”

F. TRADE-INS

7.12 The value in US Dollars for Trade-ins will be negotiated between Sourcewell or an Sourcewell Member, and an Awarded Vendor. That identified “Trade-In” value shall be viewed as a down payment and credited in full against the Sourcewell purchase price identified in a purchase order issued pursuant to any Awarded Sourcewell procurement contract. The full value of the trade-in will be consideration.

G. OUT OF STOCK NOTIFICATION

7.13 The Vendor must immediately notify Sourcewell Members when they order an out-of-stock item. The Vendor must also tell the Member when the item will be available and whether there are equivalent substitutes. The Member must have the option of accepting the suggested substitute or canceling the item from the order. Under no circumstance may the Vendor make unauthorized substitutions. Unfilled or substituted items must be indicated on the packing list.

H. CONTRACT TERMINATION FOR CAUSE AND WITHOUT CAUSE

7.14 Sourcewell reserves the right to cancel all or any part of this Contract if the Vendor fails to fulfill any material obligation, term, or condition as described in the following procedure. Before any such termination for cause, Sourcewell will provide written notice to the Vendor, an opportunity to respond, and a reasonable opportunity to cure the breach. The following are some examples of material breaches.

7.14.1 The Vendor provides products or services that do not meet reasonable quality standards and that are not remedied under the warranty;

7.14.2 The Vendor fails to ship the products or to provide the services within a reasonable amount of time;

7.14.3 Sourcewell reasonably believes that the Vendor will not or cannot perform to the requirements or expectations of the Contract, Sourcewell issues a request for assurance, and the Vendor fails to respond;

7.14.4 The Vendor fails to fulfill any of the material terms and conditions of the Contract;

7.14.5 The Vendor fails to follow the established procedure for purchase orders, invoices, or receipt of funds as established by Sourcewell and the Vendor;

7.14.6 The Vendor fails to properly report quarterly sales;

7.14.7 The Vendor fails to actively market this Contract within the guidelines provided in this RFP and defined in the Sourcewell contract launch.

7.15 Upon receipt of the written notice of breach, the Vendor will have ten (10) business days to provide a satisfactory response to Sourcewell. If the Vendor fails to reasonably address all issues in the written notice, Sourcewell may terminate the Contract immediately. If Sourcewell allows the Vendor more time to remedy the breach, such forbearance does not limit Sourcewell’s authority to immediately terminate the Contract for continued breaches for which notice was given to the Vendor. Termination of the Contract for cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

7.16 Sourcewell may terminate the Contract if the Vendor files for bankruptcy protection or is acquired by an independent third party. The Vendor must disclose to Sourcewell any litigation, bankruptcy, or

suspensions/disbarments that occur during the Contract period. Failure to disclose such information authorizes Sourcewell to immediately terminate the Contract.

7.17 Sourcewell may terminate the Contract without cause by giving the Vendor sixty (60) days' written notice of termination. Termination of the Contract without cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

7.18 Sourcewell may immediately terminate any Contract without further obligation if any Sourcewell employee significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of Sourcewell has colluded with any Proposer for personal gain. Sourcewell may also immediately cancel a Contract if it finds that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any employee of Sourcewell. Such terminations are effective upon written notice from Sourcewell or at a later date designated in the notice. Termination of the Contract does not relieve either party of the financial, product, or service obligations incurred before the termination.

8 GENERAL TERMS AND CONDITIONS

8. ADVERTISING A CONTRACT RESULTING FROM THIS RFP

8.1 Proposer/Vendor must not advertise or publish information concerning this Contract before the award is announced by Sourcewell. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential Sourcewell Members.

B. APPLICABLE LAW

8.2 [This section is intentionally blank.]

8.3 Sourcewell Compliance with Minnesota Procurement Law: Sourcewell has designed its procurement process to comply with best practices in the State of Minnesota. Sourcewell's solicitation methods are also created to comply with many of the various requirements that our Members must satisfy in their own procurement processes. But these requirements may differ considerably and may change from time to time. So each Sourcewell Member must make its own determination whether Sourcewell's solicitation process satisfies the procurement rules in the Member's jurisdiction.

8.4 Governing law with respect to delivery and acceptance: All applicable portions of the Minnesota Uniform Commercial Code, all other applicable Minnesota laws, and the applicable laws and rules of delivery and inspection of the Federal Acquisition Regulations (FAR) laws will govern Sourcewell contracts resulting from this solicitation.

8.5 Jurisdiction: Any claims that arise against Sourcewell pertaining to this RFP, and any resulting contract that develops between Sourcewell and any other party, must be brought only in courts in Todd County in the State of Minnesota unless otherwise agreed to.

8.5.1 Purchase orders or other agreements created pursuant to a contract resulting from this solicitation must be construed in accordance with, and governed by, the laws of the issuing Member. Any claim arising from such a purchase order or agreement must be filed and venued in a court of competent jurisdiction of the Member unless otherwise agreed to.

8.6 through 8.7 [This section is intentionally blank.]

8.8 Indemnification: Each party is responsible for its own acts and is not responsible for the acts of the other party and the results thereof. Sourcewell's liability is governed by the Minnesota Tort Claims Act (Minn. Stat. §3.736) and other applicable law.

8.9 Prevailing wage: The Vendor must comply with applicable prevailing wage legislation in effect in the jurisdiction of the Sourcewell Member. The Vendor must monitor the prevailing wage rates as established by the appropriate federal governmental entity during the term of this Contract and adjust wage rates accordingly.

8.10 Patent and copyright infringement: The Vendor agrees to indemnify and hold harmless Sourcewell and Sourcewell Members against any and all suits, claims, judgments, and costs instituted or recovered against the Vendor, Sourcewell, or Sourcewell Members by any person on account of the use or sale of any articles by Sourcewell or Sourcewell Members if the Vendor supplied such articles in violation of applicable patent or copyright laws.

C. ASSIGNMENT OF CONTRACT

8.11 No right or interest in this Contract may be assigned or transferred by the Vendor without prior written permission by Sourcewell. No delegation of any duty of the Vendor under this Contract may be made without prior written permission of Sourcewell. Sourcewell will notify Members by posting approved assignments on the Sourcewell website (www.sourcewell-mn.gov).

8.12 If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor-in-interest must perform all obligations under this Contract. Sourcewell reserves the right to reject the acquiring entity as a Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

D. LIST OF PROPOSERS

8.13 Sourcewell will not maintain a list of interested proposers, nor will it automatically send RFPs to them. All interested proposers must request the RFP as a result of Sourcewell's national solicitation advertisements. Because of the wide scope of the potential Members and qualified national suppliers, Sourcewell has determined this to be the best method of fairly soliciting proposals.

E. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

8.14 The captions, illustrations, headings, and subheadings in this RFP are for convenience and ease of understanding and in no way define or limit the scope or intent of this request.

F. DATA PRACTICES

8.15 All materials submitted in response to this RFP become Sourcewell's property and become public records (under Minn. Stat. §13.591) after the evaluation process is completed. If the Proposer submits information in response to this RFP that it requests to be classified as nonpublic information (as defined by the Minnesota Government Data Practices Act, Minn. Stat. §13.37), the Proposer must meet the following requirements.

8.15.1 The Proposer must make the request within thirty (30) days of the award/nonaward notification, and include the appropriate statutory justification. Pricing, marketing plans, and financial information is generally not redactable. The Sourcewell Legal Department will review the request to determine whether the information can be withheld or redacted. If Sourcewell determines that it must disclose the information upon a proper request for such information, Sourcewell will inform the Proposer of such determination.

8.15.2 The Proposer must defend any action seeking release of the materials that it believes to be nonpublic information, and it must indemnify and hold harmless Sourcewell, its agents, and employees, from any judgments or damages awarded against Sourcewell in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the term of any contract awarded under this RFP. In submitting a response to this RFP,

the Proposer agrees that this indemnification survives as long as Sourcewell possesses the confidential information.

8.16 [This section is intentionally blank.]

G. ENTIRE AGREEMENT

8.17 This Contract, as defined herein, constitutes the entire agreement between the parties to this Contract. A Contract resulting from this RFP is formed when the vendor, Sourcewell Executive Director and Chief Procurement Officer approves and signs the applicable Contract Award & Acceptance document (Form E).

H. FORCE MAJEURE

8.18 Except for payments of sums due, neither party is liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented due to force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence including, but not limited to, the following: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow, earthquakes, tornadoes or violent wind, tsunamis, wind shears, squalls, Chinooks, blizzards, hail storms, volcanic eruptions, meteor strikes, famine, sink holes, avalanches, lockouts, injunctions-intervention-acts, terrorist events or failures or refusals to act by government authority and/or other similar occurrences where such party is unable to prevent by exercising reasonable diligence. The force majeure is deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and is deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from this RFP. Force majeure does not include late deliveries of products and services caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party must (if possible) notify the other party of such delay within forty-eight (48) hours.

8.19 through 8.20 [These sections are intentionally blank.]

I. LICENSES

8.21 The Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Sourcewell Members.

8.22 All responding Proposers must be licensed (where required) and must have the authority to sell and distribute the offered products and services to Sourcewell and Sourcewell Members. Documentation of the required licenses and authorities, if applicable, should be included in the Proposer's response to this RFP.

J. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

8.23 The awarded Vendor must supply the names and addresses of sourcing suppliers and sub-contractors as a part of the purchase order when requested by Sourcewell or a Sourcewell Member.

K. NON-WAIVER OF RIGHTS

8.24 No failure of either party to exercise any power given to it hereunder, nor a failure to insist upon strict compliance by the other party with its obligations hereunder, nor a custom or practice of the parties at variance with the terms hereof, nor any payment under a Contract resulting from this RFP constitutes a waiver of either party's right to demand exact compliance with the terms hereof. Failure by Sourcewell to take action or to assert any right hereunder does not constitute a waiver of such right.

L. PROTESTS OF AWARDS MADE

8.25 Any protests must be filed with Sourcewell's Executive Director and must be resolved in accordance with appropriate Minnesota rules. Protests will only be accepted from Proposers. A protest of an award or nonaward must be filed in writing with Sourcewell within ten (10) calendar days after the public notice or announcement of the award or nonaward. A protest must include the following items.

8.25.1 The name, address, and telephone number of the protester;

8.25.2 The original signature of the protester or its representative (you must document the authority of the representative);

8.25.3 Identification of the solicitation by RFP number;

8.25.4 Identification of the statute or procedure that is alleged to have been violated;

8.25.5 A precise statement of the relevant facts;

8.25.6 Identification of the issues to be resolved;

8.25.7 The aggrieved party's argument and supporting documentation;

8.25.8 The aggrieved party's statement of potential financial damages; and

8.25.9 A protest bond in the name of Sourcewell and in the amount of 10% of the aggrieved party's statement of potential financial damages.

M. SUSPENSION OR DISBARMENT STATUS

8.26 If within the past five (5) years, any firm, business, person or Proposer responding to a Sourcewell solicitation has been lawfully terminated, suspended, or precluded from participating in any public procurement activity with a federal, state, or local government or education agency, the Proposer must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose pertinent information may result in the termination of a Contract. By signing the proposal affidavit, the Proposer certifies that no current suspension or debarment exists.

N. AFFIRMATIVE ACTION AND IMMIGRATION STATUS CERTIFICATION

8.27 An Affirmative Action Plan, Certificate of Affirmative Action, or other documentation regarding Affirmative Action may be required by Sourcewell or Sourcewell Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

8.28 Immigration Status Certification may be required by Sourcewell or Sourcewell Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

O. SEVERABILITY

8.29 In the event that any of the terms of a Contract resulting from this RFP are in conflict with any rule, law, or statutory provision, or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms will be deemed stricken from the Contract, but such invalidity or unenforceability shall not invalidate any of the other terms of an awarded Contract resulting from this RFP.

P. RELATIONSHIP OF PARTIES

8.30 No Contract resulting from this RFP may be considered a contract of employment. The relationship between Sourcewell and an awarded Vendor is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties neither intend the proposed Contract to create, nor is to be construed as creating, a partnership, joint venture, master-servant, principal-agent, or any other, relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation, or otherwise in any manner whatsoever except as may be expressly provided herein.

Q. PROVISIONS FOR NON-FEDERAL ENTITY PROCUREMENTS UNDER FEDERAL AWARDS OR OTHER AWARDS; AIRPORT IMPROVEMENT PROGRAM PROVISIONS

8.31 Procurements by Sourcewell or Sourcewell Members utilizing funds under a federal grant or contract may be subject to specific federal laws, regulations, and requirements in addition to those under state and local laws. Applicable law may include, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR Part 200 (also referred to as the “Uniform Guidance” or “EDGAR”). The terms included in this section express Proposers willingness and ability to comply with certain requirements which may be applicable to specific Sourcewell Member purchases using federal grant or contract dollars. Sourcewell Members may also require Proposers to enter into ancillary agreements, in addition to the Sourcewell contract’s general terms and conditions, to address the Member’s specific contractual needs, including contract requirements for a procurement using federal grants or contracts. Sourcewell reserves the right at any time within a contract term to require an awarded Vendor to reaffirm or resubmit proper documentation relating to these requirements. The numbering and identification contained within this section is only for reference purposes and does not identify any actual Federal designation or location of the rule. Rules are located in 2 CFR Part 200.

8.32 Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Sourcewell reserves all rights and privileges under the applicable laws and regulations with respect to this procurement process in the event of breach of contract by either party.

8.33 Contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Sourcewell reserves the right to terminate any agreement resulting from this procurement process pursuant to Sourcewell RFP sections 7.13 and 7.17. Prior to any termination for cause, Sourcewell will provide written notice to the Proposer, opportunity to respond and opportunity to cure. Sourcewell reserves the right to terminate any agreement resulting from this procurement process without cause with a required 60-day written notice of termination. Termination of Contract shall not relieve either party of financial, product or service obligations incurred or accrued prior to termination.

8.34 Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” This provision is hereby incorporated by reference into all applicable contracts.

The equal opportunity clause is incorporated by reference herein.

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

Proposer shall be in compliance with all applicable Davis-Bacon Act provisions.

8.36 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into all applicable contracts.

Proposer certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Proposer shall comply with applicable requirements as referenced above.

8.37 Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Proposer certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Proposer shall comply with applicable requirements as referenced above.

8.38 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-Federal award to 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 shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Proposer certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Proposer shall comply with applicable requirements as referenced above.

8.39 Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Proposer nor its principals shall be presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

8.40 Byrd Anti-Lobbying Amendment, as amended (31 U.S.C. 1352). Proposers shall file any required certifications. Proposers shall not have 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. Proposers shall 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.

Proposers shall file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

8.41 Record Retention Requirements. To the extent applicable, Proposer shall comply with the record retention requirements detailed in 2 CFR § 200.333. The Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

8.42 Energy Policy and Conservation Act Compliance. To the extent applicable, Proposer shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

8.43 Buy American Provisions Compliance. To the extent applicable, Proposer agrees to comply with 49 U.S.C. § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list. Purchases made in accordance with the Buy American Act shall follow the applicable procurement rules calling for free and open competition.

8.44 Title VI Solicitation Notice. Sourcewell, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises or airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

8.45 Trade Restriction Certification. To the extent applicable, Proposer will comply with the provision in 49 U.S.C. § 50104 regarding certification and notice requirements for firm ownership or control by one or

more citizens of a foreign county listed by the Office of the United States Trade Representative as discriminating against U.S. firms.

8.46 Procurement of Recovered Materials. To the extent applicable, Proposer agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247.

8.47 Access to Records (2 CFR § 200.336). Proposer agrees that duly authorized representatives of an Agency shall have access to any books, documents, papers and records of Proposer that are directly pertinent to Proposer's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Proposer's personnel for the purpose of interview and discussion relating to such documents.

9 **FORMS**

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PROPOSER QUESTIONNAIRE- General Business Information
*(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on **Form P**)*

Proposer Name: _____ Questionnaire completed by: _____

Please identify the person Sourcewell should correspond with from now through the Award process:

Name: _____ E-Mail address: _____

Please answer and submit the electronic version of the questions below in Microsoft Word® This allows Sourcewell evaluators to cut and paste your answers into a separate worksheet. Place your answer directly below each question. Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark “NA” if the question does not apply to you (preferably with an explanation). Please create a response that is easy to read and understand. For example, you may consider using a different font and color to distinguish your answer from the questions.

Company Information & Financial Strength

- 1) Provide the full legal name, mailing and email addresses, tax identification number, and telephone number for your business.
- 2) Provide a brief history of your company, including your company’s core values, business philosophy, and longevity in the HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES industry.
- 3) Provide a detailed description of the products and services that you are offering in your proposal.
- 4) What are your company’s expectations in the event of an award?
- 5) Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters.
- 6) What is your US market share for the solutions that you are proposing? What is your Canadian market share, if any?
- 7) Has your business ever petitioned for bankruptcy protection? Please explain in detail.
- 8) How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.
 - a) If your company is best described as a distributor/dealer/reseller (or similar entity), please provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?
 - b) If your company is best described as a manufacturer or service provider, please describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?
- 9) If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.
- 10) Provide all “Suspension or Disbarment” information that has applied to your organization during the past ten years.
- 11) Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.

Industry Recognition & Marketplace Success

- 12) Describe any relevant industry awards or recognition that your company has received in the past five years.
- 13) Supply three references/testimonials from your customers who are eligible for Sourcewell membership. At a minimum, please include the entity's name, contact person, and phone number.
- 14) Provide a list of your top five governmental or educational customers (entity name is optional), including entity type, the state the entity is located in, scope of the projects, size of transactions, and dollar volumes from the past three years.
- 15) Indicate separately what percentages of your sales are to the government and education sectors in the past three years?
- 16) List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?
- 17) List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?

Proposer's Ability to Sell and Deliver Service Nationwide

- 18) Describe your company's capability to meet Sourcewell Member's needs across the country. Your response should address at least the following areas.
 - a) Sales force.
 - b) Dealer network or other distribution methods.
 - c) Service force.

Please include details, such as the locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.
- 19) Describe in detail the process and procedure of your customer service program, if applicable. Please include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.
- 20)
 - a) Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.
 - b) Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Please explain your answer. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?
- 21) Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.

Marketing Plan

- 22) If you are awarded a contract, how will you train your sales management, dealer network, and direct sales teams (whichever apply) to ensure maximum impact? Please include how you will communicate your Sourcewell pricing and other contract detail to your sales force nationally.
- 23) Describe your marketing strategy for promoting this contract opportunity. Please include representative samples of your marketing materials in electronic format.
- 24) Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.

- 25) In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?
- 26) Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.

Value-Added Attributes

- 27) Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Please include details, such as whether training is standard or optional, who provides training, and any costs that apply.
- 28) Describe any technological advances that your proposed products or services offer.
- 29) Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.
- 30) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) certifications that your company or hub partners have obtained.
- 31) What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?
- 32) Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.
- 33) Sourcewell Members may intend to use funds from a federal grant or contract under the Federal Emergency Management Agency (FEMA). In that event, state your ability and willingness to complete, execute, and provide the "Required FEMA Terms and Conditions Certification" form attached as Appendix D to the RFP.

NOTE: Questions regarding Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, and Industry Specific Items are addressed on Form P.

Signature: _____ Date: _____



PROPOSER INFORMATION

Company Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Toll-Free Number: _____ E-mail: _____

Website Address: _____

COMPANY PERSONNEL CONTACTS

Authorized signer for your organization

Name: _____

Email: _____ Phone: _____

The person identified here must have proper signing authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer.

Who prepared your RFP response?

Name: _____ Title: _____

Email: _____ Phone: _____

Who is your company’s primary contact person for this proposal?

Name: _____ Title: _____

Email: _____ Phone: _____

Other important contact information

Name: _____ Title: _____

Email: _____ Phone: _____

Name: _____ Title: _____

Email: _____ Phone: _____

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**

Company Name: _____

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by Sourcewell or included in the final contract. Sourcewell will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	Sourcewell ACCEPTS

Proposer's Signature: _____ Date: _____

Sourcewell's clarification on exceptions listed above:

Contract Award
RFP #032119



FORM D

Formal Offering of Proposal
(To be completed only by the Proposer)

HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES

In compliance with the Request for Proposal (RFP) for **HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES**, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: _____ Date: _____

Company Address: _____

City: _____ State: _____ Zip: _____

CAGE Code/DUNS: _____

Contact Person: _____ Title: _____

Authorized Signature: _____
(Name printed or typed)

FORM E

CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 032119-XXX

Proposer's full legal name: TBD

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be MM DD, YYYY and will expire on MM DD, YYYY (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

SOURCEWELL DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on MM DD, YYYY

Sourcewell Contract # 032119-XXX

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name _____

Authorized Signatory's Title _____

VENDOR AUTHORIZED SIGNATURE

(NAME PRINTED OR TYPED)

Executed on _____, 20__

Sourcewell Contract # 032119-XXX



Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

E-mail Address: _____

Authorized Signature: _____

Authorized Name (printed): _____

Title: _____

Date: _____

Notarized

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public in and for the County of _____ State of _____

My commission expires: _____

Signature: _____

Form G

OVERALL EVALUATION AND CRITERIA

For the Proposed Subject HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES

Conformance to RFP Terms and Conditions	50	
Financial Viability and Marketplace Success	75	
Ability to Sell and Deliver Service Nationwide	100	
Marketing Plan	50	
Value-Added Attributes	75	
Warranty	50	
Depth and Breadth of Offered Products and Related Services	200	
Pricing	400	
TOTAL POINTS	1000	

Reviewed by: _____ Its _____
 _____ Its _____



Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: _____

Questionnaire completed by: _____

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?
- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?
- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to Sourcewell. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.
- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.
 - Do your warranties cover all products, parts, and labor?
 - Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
 - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
 - Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?
 - Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
 - What are your proposed exchange and return programs and policies?
- 6) Describe any service contract options for the items included in your proposal.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. (Keep in mind

that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.
- 10) The pricing offered in this proposal is
- _____ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
 - _____ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
 - _____ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
 - _____ d. other than what the Proposer typically offers (please describe).
- 11) Describe any quantity or volume discounts or rebate programs that you offer.
- 12) Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.
- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial/pre-delivery inspection. Identify any parties that impose such costs and their relationship to the Proposer.
- 14) If travel expense, delivery or shipping is an additional cost to the Sourcewell Member, describe in detail the complete travel expense, shipping and delivery program.
- 15) Specifically describe those travel expense, shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.
- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.
- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.
- 18) Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor’s sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member’s cost of goods. (See RFP Section 6.29 and following for details.)

Industry-Specific Questions

- 19) Describe any industry-specific quality management system certifications obtained by your organization.
- 20) Describe any environmental management system certifications obtained by your organization.
- 21) Describe any preventive maintenance programs that your organization offers for the solutions you are proposing in your response.

Signature: _____ Date: _____

10 PRE-SUBMISSION CHECKLIST

Check when Completed	Contents of Your Bid Proposal	Hard Copy Required Signed and Dated	Electronic Copy Required – Flash Drive or CD
	Form A: Proposer Questionnaire with all questions answered completely	X – signature page only	X
	Form B: Proposer Information		X
	Form C: Exceptions to Proposal, Terms, Conditions, and Solutions Request	X	X
	Form D: Formal Offering of Proposal	X	X
	Form E: Contract Acceptance and Award		X
	Form F: Proposers Assurance of Compliance	X	X
	Form P: Proposer Questionnaire with all questions answered completely	X – signature page only	X
	Certificate of Insurance with \$1.5 million coverage	X	X
	Copy of all RFP Addendums issued by Sourcewell	X	X
	Pricing for all Products/Equipment/Services within the RFP being proposed		X
	Entire Proposal submittal including signed documents and forms		X
	All forms in the Hard Copy Required Signed and Dated should be inserted in the front of the submitted response, unbound		
	Package containing your proposal labeled and sealed with the following language: “Competitive Proposal Enclosed, Hold for Public Opening XX-XX-XXXX”		
	Response Package mailed and delivered prior to deadline to: Sourcewell, 202 12 th St NE, PO Box 219 Staples, MN 56479		

11 SOURCEWELL VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

Section 1. Instructions for Vendor

Requests for product or service changes, additions, or deletions will be considered at any time throughout the awarded contract term. All requests must be made in writing by completing sections 2, 3, and 4 of this Sourcewell Price and Product Change Request Form and signed by an authorized Vendor representative in section 5. All changes are subject to review by the Sourcewell Procurement Manager and to approval by Sourcewell's Chief Procurement Officer. Submit request through email to your assigned Sourcewell Contract Administrator.

Sourcewell will determine whether the request is 1) within the scope of the original RFP, and 2) in the best interests of Sourcewell and Sourcewell Members. Approved Price and Product Change Request Forms will be signed and emailed to the Vendor contact.

The Vendor must complete this change request form and individually list or attach all items or services subject to change, must provide sufficiently detailed explanation and documentation for the change, and must include a complete restatement of pricing documentation in an appropriate format (preferably Microsoft® Excel®). The pricing document must identify all products and services being offered and must conform to the following Sourcewell product/price change naming convention: (Vendor Name) (Sourcewell Contract #) (effective pricing date); for example, "Acme Widget Company #012416-AWC eff. 01-01-2017."

NOTE: New pricing restatements must include all products and services offered regardless of whether their prices have changed and must include a new "effective date" on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each Vendor and creates a historical record of pricing.

ADDITIONS. New products and related services may be added to a contract if such additions are within the scope of the original RFP.

DELETIONS. New products and related services may be deleted from a contract if, for example, they are no longer available or have been modified to a point where they are outside the scope of the RFP.

PRICE CHANGES: Vendors may request price changes if they provide sufficient rationale for the change. For example, a Vendor that manufactures products that require substantial petroleum-related material might request a 3% price increase because of a 20% increase in petroleum costs.

Price decreases: Sourcewell expects Vendors to propose their very best prices and anticipates that price reductions might occur because of improved technologies or marketplace efficiencies.

Price increases: Acceptable price increases typically result from specific Vendor cost increases. The Vendor must include reasonable justification for the price increase and must not, for example, offer merely generalized statements about an increase in a cost-of-living index. Appropriate documentation should be attached to this form, including such items as letters from suppliers announcing price increases.

Refer to the RFP for complete "Pricing" details.

Section 2. Vendor Name and Type of Change Request

CHECK ALL CHANGES THAT APPLY:

AWARDED VENDOR NAME:

- ☐ Adding Products/Services
- ☐ Deleting Products/Services
- ☐ Price Increase
- ☐ Price Decrease

SOURCEWELL CONTRACT
NUMBER:

Section 3. Detailed Explanation of Need for Changes

List the products and/or services that are changing or being added or deleted from the previous contract price list, along with the percentage change for each item or category. (Attach a separate, detailed document if changing more than 10 items.)

--

Provide a general statement and documentation explaining the reasons for these price and/or product changes.

EXAMPLES: 1) "All pricing for paper products and services are increased 5% because of increased raw material and transportation costs (see attached documentation of fuel and raw materials increase)." 2) "The 6400 series floor polisher is being added to the product list as a new model, replacing the 5400 series. The 6400 series 3% increase reflects technological changes that improve the polisher's efficiency and useful life. The 5400 series is now included in the "Hot List" at a 20% discount from the previous pricing until the remaining inventory is liquidated."

--

If adding products, state how these are within the scope of the original RFP.

--

If changing prices or adding products or services, state how the pricing is consistent with existing Sourcewell contract pricing.

--

Section 4. Complete Restatement of Pricing Submitted

A COMPLETE restatement of the pricing, including all new and existing products and services is attached and has been emailed to the Vendor's Contract Administrator.

☐ Yes ☐ No

Section 5. Signatures

Vendor Authorized Signature

Date

Print Name and Title of Authorized Signer

Jeremy Schwartz
Sourcewell Director of Cooperative Contracts and Procurement/CPO

Date



Appendix A

Sourcewell on behalf of itself and its current and potential Member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal governmental, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution.

For your reference, the links below include some, but not all, of the entities included in this proposal.

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

<http://nces.ed.gov/globallocator/>

https://www.census.gov/2010census/partners/pdf/FIPS_StateCounty_Code.pdf

<http://nccs.urban.org/sites/all/nccs-archive/html//PubApps/search.php>

<https://www.usa.gov/tribes#item-37647>

<http://www.usa.gov/Agencies/State-and-Territories.shtml>

[Oregon](#)

[Hawaii](#)

[Washington](#)



Appendix B - Political Subdivision List
for HI, ID, OR, SC, UT, WA

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
County	County	County	County	County	County
Hawaii County	Ada County	Baker County	Abbeville County	Beaver County	Adams County
Kauai County	Adams County	Benton County	Aiken County	Box Elder County	Asotin County
Municipality	Bannock County	Central Oregon Intergovernmental Council	Allendale County	Cache County	Benton County
City and County of Honolulu	Bear Lake County	Clackamas County	Anderson County	Carbon County	Chelan County
Higher Education	Beneviah County	Clackamas County Service District No. 1	Bamberg County	Daggett County	Clallam County
Hawaii Community College	Bingham County	Clatsop County	Barnwell County	Davis County	Clark County
Honolulu Community College	Blaine County	Columbia County	Beaufort County	Duchesne County	Columbia County
University of Hawaii	Boise County	Coos County	Berkeley County	Duchesne County Special Service District No. 2	Cowlitz County
University of Hawaii Research Corporation	Bonner County	Crook County	Calhoun County	Emery County	Douglas County
Windward Community College	Bonneville County	Curry County	Catawba Regional Council of Governments	Five County Association of Governments	Ferry County
Education (K-12)	Boundary County	Deschutes County	Central Midlands Council of Governments	Garfield County	Franklin County
Hanalei Schools	Butte County	Douglas County	Charleston County	Grand County	Garfield County
Kamehameha Schools	Camas County	Gilliam County	Cherokee County	Iron County	Grant County
Special District	Canyon County	Grant County	Chester County	Juab County	Grays Harbor County
Hawaii Community Development Authority	Caribou County	Harney County	Chesterfield County	Kane County	Island County
Hawaii Public Housing Authority	Cassia County	Hood River County	Clarendon County	Millard County	Jefferson County
Hawaii Tourism Authority	Clark County	Jackson County	Colleton County	Morgan County	King County
Honolulu Authority for Rapid Transportation	Clearwater County	Jefferson County	Darlington County	Piute County	King County Directors' Association
Natural Energy Laboratory of Hawaii Authority	Custer County	Josephine County	Dillon County	Rich County	Kitsap County
State	Elmore County	Klamath County	Dorchester County	San Juan County	Kittitas County
Hawaii Department of Accounting and General Services	Franklin County	Lake County	Edgefield County	Sanpete County	Klickitat County
Hawaii Department of Finance and Administration	Fremont County	Lane Council of Governments	Fairfield County	Sevier County	Lewis County
Hawaii Department of Health	Gem County	Lane County	Florence County	Summit County	Lincoln County
Hawaii Employer-Union Health Benefits Trust Fund	Gooding County	Lincoln County	Georgetown County	Tooele County	Mason County
Hawaii Health Systems Corporation	Idaho County	Linn County	Greenville County	Uintah County	Okanogan County
State Of Hawaii	Jefferson County	Malheur County	Greenwood County	Utah County	Pacific County
	Jerome County	Marion County	Hampton County	Wasatch County	Pend Oreille County
	Kootenai County	Marion County Housing Authority	Horry County	Washington County	Pierce County
	Latah County	Morrow County	Jasper County	Wayne County	San Juan County
	Lemhi County	Multnomah County	Kershaw County	Weber County	Skagit County
	Lewis County	Polk County	Lancaster County	Municipality	Skamania County
	Lincoln County	Sherman County	Laurens County	Centerfield City	Snohomish County
	Madison County	Tillamook County	Lee County	City of Alpine City	Spokane County
	Minidoka County	Umatilla County	Lexington County	City of American Fork	Stevens County
	Nez Perce County	Union County	Lower Savannah Council of Governments	City of Aurora	Thurston County
	Oneida County	Wallowa County	Marion County	City of Ballard	Thurston Regional Planning Council
	Owyhee County	Wasco County	Marlboro County	City of Beaver	Wahkiakum County
	Payette County	Washington County	McCormick County	City of Blanding	Walla Walla County
	Power County	Wheeler County	Newberry County	City of Bluffdale	Whatcom County
	Shoshone County	Yamhill County	Oconee County	City of Bountiful	Whitman County
	Teton County	Municipality	Orangeburg County	City of Brigham	Yakima County
	Twin Falls County	City of Adair Village	Pickens County	City of Castle Dale	Yakima County Public Services
	Valley County	City of Albany	Richland County	City of Cedar City	Yakima Valley Conference of Governments
	Washington County	City of Amity	Saluda County	City of Cedar Hills	Municipality
	Municipality	City of Arlington	Spartanburg County	City of Centerville	City of Aberdeen
	City of Aberdeen	City of Ashland	Sumter County	City of Clearfield	City of Airway Heights
	City of Albion	City of Astoria	Union County	City of Clinton	City of Algona
	City of American Falls	City of Athena	Williamsburg County	City of Coalville	City of Anacortes
	City of Ammon	City of Aumsville	York County	City of Colorado City	City of Arlington
	City of Arco	City of Aurora	Municipality	City of Corinne City	City of Asotin
	City of Arimo	City of Baker City	City of Abbeville	City of Cottonwood Heights	City of Auburn
	City of Ashton	City of Bandon	City of Aiken	City of Delta	City of Bainbridge Island
	City of Athol	City of Banks	City of Anderson	City of Draper	City of Battle Ground
	City of Atomic City	City of Bay City	City of Barnwell	City of Duchesne	City of Bellevue
	City of Bancroft	City of Beaverton	City of Beaufort	City of East Carbon	City of Bellingham
	City of Bellevue	City of Bend	City of Belton	City of Elk Ridge	City of Benton City
	City of Blackfoot	City of Boardman	City of Bennettsville	City of Elmo	City of Blingen
	City of Bliss	City of Brookings	City of Bishopville	City of Enoch	City of Black Diamond
	City of Bloomington	City of Brownsville	City of Camden	City of Enterprise	City of Blaine
	City of Boise	City of Burns	City of Cayce	City of Ephraim	City of Bonney Lake
	City of Bonners Ferry	City of Canby	City of Charleston	City of Escalante	City of Bothell
	City of Boswell	City of Cannon Beach	City of Chester	City of Eureka	City of Bremerton
	City of Buhl	City of Canyonville	City of Clemson	City of Fairview	City of Brewster
	City of Burley	City of Carlton	City of Clinton	City of Farmington	City of Bridgeport
	City of Caldwell	City of Cascade Locks	City of Columbia	City of Farr West	City of Brier
	City of Cambridge	City of Cave Junction	City of Conway	City of Ferron	City of Buckley
	City of Carey	City of Central Point	City of Darlington	City of Fillmore	City of Burien
	City of Cascade	City of Chiloquin	City of Denmark	City of Fountain Green	City of Burlington
	City of Castleford	City of Clatskanie	City of Dillon	City of Fruit Heights	City of Camas
	City of Challis	City of Clatsop	City of Easley	City of Garland	City of Carnation
	City of Chubbuck	City of Clatsop	City of Florence	City of Grantsville	City of Cashmere
	City of Clayton	City of Clifton	City of Folly Beach	City of Green River	City of Castle Rock
	City of Clifton	City of Coeur d'Alene	City of Forest Acres	City of Gunnison	City of Centralia
	City of Coeur d'Alene	City of Coquille	City of Fountain Inn	City of Harrisville	City of Chehalis
	City of Council	City of Cornelius	City of Gaffney	City of Heber City	City of Chelan
	City of Craigmont	City of Corvallis	City of Georgetown	City of Helper City	City of Cheney
	City of Crouch				City of Chewelah

City of Culasac	City of Cottage Grove	City of Goose Creek	City of Herriman	City of Clarkston
City of Dalton Gardens	City of Cove	City of Greenville	City of Highland	City of Cle Elum
City of Dayton	City of Creswell	City of Greenwood	City of Hildale	City of Clyde Hill
City of Deary	City of Culver	City of Greer	City of Holladay	City of Colfax
City of Dietrich	City of Dallas	City of Hanahan	City of Honeyville	City of College Place
City of Donnelly	City of Damascus	City of Hardeeville	City of Hooper	City of Colville
City of Dover	City of Dayton	City of Hartsville	City of Huntington	City of Connell
City of Downey	City of Dayville	City of Inman	City of Hurricane	City of Cosmopolis
City of Driggs	City of Depoe Bay	City of Isle of Palms	City of Hyde Park	City of Covington
City of Dubois	City of Detroit	City of Johnsonville	City of Hyrum	City of Davenport
City of Eagle	City of Donald	City of Lake City	City of Irwin	City of Dayton
City of Eden	City of Drain	City of Lancaster	City of Kamas	City of Deer Park
City of Elk River	City of Dundee	City of Landrum	City of Kanab	City of Des Moines
City of Emmett	City of Dunes City	City of Laurens	City of Kaysville	City of DuPont
City of Fairfield	City of Durham	City of Liberty	City of La Verkin	City of Duval
City of Fernan Lake Village	City of Eagle Point	City of Lorin	City of Layton	City of East Wenatchee
City of Filer	City of Echo	City of Manning	City of Lehi	City of Edgewood
City of Firth	City of Elgin	City of Marion	City of Lewiston	City of Edmonds
City of Franklin	City of Enterprise	City of Mauldin	City of London	City of Electric City
City of Fruitland	City of Estacada	City of Mullins	City of Logan	City of Elensburg
City of Garden City	City of Eugene	City of Myrtle Beach	City of Manti	City of Elma
City of Genesee	City of Fairview	City of New Ellenton	City of Mapleton	City of Entiat
City of Georgetown	City of Falls City	City of Newberry	City of Marriott-Slaterville	City of Enumclaw
City of Glenns Ferry	City of Florence	City of North Augusta	City of Mendon	City of Ephrata
City of Gooding	City of Forest Grove	City of North Charleston	City of Midvale	City of Everett
City of Grace	City of Fossil	City of North Myrtle Beach	City of Midway	City of Everson
City of Grand View	City of Garibaldi	City of Orangeburg	City of Milford	City of Federal Way
City of Grangeville	City of Gaston	City of Pickens	City of Millville	City of Ferndale
City of Greenleaf	City of Gates	City of Rock Hill	City of Moab	City of File
City of Hagerman	City of Gearhart	City of Seneca	City of Mona	City of Fircrest
City of Hailey	City of Gervais	City of Simpsonville	City of Monroe	City of Forks
City of Hansen	City of Gladstone	City of Spartanburg	City of Monticello	City of George
City of Harrison	City of Glendale	City of Sumter	City of Morgan	City of Gig Harbor
City of Hayden	City of Gold Beach	City of Tega Cay	City of Moroni	City of Gold Bar
City of Hazelton	City of Gold Hill	City of Travelers Rest	City of Mt. Pleasant City	City of Goldendale
City of Heyburn	City of Grants Pass	City of Union	City of Murray	City of Grand Coulee
City of Hollister	City of Greenhorn	City of Wailuku	City of Mylton	City of Grandview
City of Homedale	City of Gresham	City of Walterboro	City of Naples	City of Granger
City of Hope	City of Haines	City of Wellford	City of Nephi	City of Granite Falls
City of Horseshoe Bend	City of Halfway	City of West Columbia	City of Nibley	City of Harrington
City of Huetter	City of Halsey	City of Westminster	City of North Logan	City of Hoquiam
City of Idaho City	City of Happy Valley	City of Woodruff	City of North Ogden	City of Ilwaco
City of Idaho Falls	City of Harrisburg	City of York	City of North Salt Lake	City of Issaquah
City of Inkom	City of Helix	Town of Allendale	City of Oakley	City of Kahlstus
City of Island Park	City of Heppner	Town of Andrews	City of Ogden	City of Kalama
City of Jerome	City of Hermiston	Town of Atlantic Beach	City of Orangeville	City of Kelso
City of Juliaetta	City of Hillsboro	Town of Awendaw	City of Orem	City of Kenmore
City of Kamiah	City of Hines	Town of Aynor	City of Panguitch	City of Kennewick
City of Kellogg	City of Hood River	Town of Batesburg-Leesville	City of Park City	City of Kent
City of Kendrick	City of Hubbard	Town of Bethune	City of Parowan	City of Kettle Falls
City of Ketchum	City of Huntington	Town of Blacksburg	City of Payson	City of Kirkland
City of Kimberly	City of Idanha	Town of Blackville	City of Perry	City of Kittitas
City of Kooskia	City of Imbler	Town of Blenheim	City of Plain City	City of La Center
City of Kuna	City of Independence	Town of Bluffton	City of Pleasant Grove	City of Lucy
City of Lapwai	City of Irrigon	Town of Blythewood	City of Pleasant View	City of Lake Forest Park
City of Lava Hot Springs	City of Island City	Town of Bowman	City of Price	City of Lake Stevens
City of Lewiston	City of Jacksonville	Town of Branchville	City of Providence	City of Lakewood
City of Mackay	City of Jefferson	Town of Briarcliffe Acres	City of Provo	City of Langley
City of Malad City	City of John Day	Town of Brunson	City of Richfield	City of Leavenworth
City of Marsing	City of Johnson City	Town of Calhoun Falls	City of Richmond	City of Liberty Lake
City of McCall	City of Joseph	Town of Cameron	City of River Heights	City of Long Beach
City of McCammon	City of Junction City	Town of Campobello	City of Riverdale	City of Longview
City of Melba	City of Keizer	Town of Central	City of Riverton	City of Lynden
City of Menan	City of King City	Town of Chapin	City of Roosevelt	City of Lynnwood
City of Meridian	City of Klamath Falls	Town of Cheraw	City of Roy	City of Mabton
City of Middleton	City of La Grande	Town of Chesterfield	City of Salem	City of Maple Valley
City of Midvale	City of La Pine	Town of Clio	City of Salina	City of Marysville
City of Moscow	City of Lafayette	Town of Clover	City of Salt Lake City	City of Mattawa
City of Mountain Home	City of Lake Oswego	Town of Cottageville	City of Sandy	City of McCleary
City of Mullan	City of Lakeside	Town of Coward	City of Santa Clara	City of Medical Lake
City of Murtaugh	City of Lebanon	Town of Cowpens	City of Santaquin	City of Medina
City of Nampa	City of Lincoln City	Town of Denmark	City of Saratoga Springs	City of Mercer Island
City of New Meadows	City of Lonerock	City of Donalds	City of Smithfield City	City of Mesa
City of New Plymouth	City of Lostine	Town of Due West	City of South Jordan	City of Mill Creek
City of Newdale	City of Lowell	Town of Duncan	City of South Ogden	City of Milton
City of Nezperce	City of Lyons	Town of Eastover	City of South Salt Lake City	City of Monroe
City of Notus	City of Madras	Town of Edgefield	City of South Weber	City of Montesano
City of Orofino	City of Malin	Town of Edisto Beach	City of Spanish Fork	City of Morton
City of Osburn	City of Manzanita	Town of Ehrhardt	City of Spring City	City of Moses Lake
City of Parker	City of Maupin	Town of Elgin	City of Springville	City of Mossyrock
City of Parma	City of McMinnville	Town of Ellorree	City of St. George	City of Mountlake Terrace
City of Paul	City of Medford	Town of Estill	City of Sunnyside	City of Moxee
City of Payette	City of Metolius	Town of Eutawville	City of Sunset	City of Mt. Vernon
City of Pierce	City of Mill City	Town of Fairfax	City of Syracuse	City of Mukilteo
City of Pinehurst	City of Millersburg	Town of Ft. Mill	City of Taylorsville	City of Napavine
City of Plummer	City of Milton-Freewater	Town of Furman	City of Tooele	City of Newcastle
City of Pocatello	City of Milwaukie	Town of Gaston	City of Toggerville	City of Newport
City of Ponderay	City of Modalla	Town of Gifford	City of Tremonton	City of Nooksack
City of Post Falls	City of Monmouth	Town of Gilbert	City of Tropic	City of Normandy Park
City of Potlatch	City of Monroe	Town of Govan	City of Uintah	City of North Bend
City of Preston	City of Monument	Town of Gray Court	City of Vernal	City of North Bonneville
City of Priest River	City of Moro	Town of Great Falls	City of Washington	City of Oak Harbor
City of Rathdrum	City of Mosier	Town of Greeleyville	City of Washington Terrace	City of Oakville
City of Reubens	City of Mt. Angel	Town of Hampton	City of Wellington	City of Ocean Shores

Idaho	Oregon	South Carolina	Utah	Washington
City of Rexburg	City of Mt. Vernon	Town of Harleyville	City of Wellsville	City of Okanogan
City of Richfield	City of Myrtle Creek	Town of Heath Springs	City of Wendover	City of Olympia
City of Rigby	City of Myrtle Point	Town of Hemingway	City of West Bountiful	City of Omak
City of Riggsby	City of Nehalem	Town of Hills	City of West Haven City	City of Oroville
City of Ririe	City of Newberg	Town of Hilton Head Island	City of West Jordan	City of Orting
City of Roberts	City of Newport	Town of Hodges	City of West Point	City of Othello
City of Rockland	City of North Bend	Town of Holly Hill	City of West Valley City	City of Pacific
City of Rupert	City of North Plains	Town of Hollywood	City of Willard	City of Palouse
City of Salmon	City of North Powder	Town of Honea Path	City of Woodland Hills	City of Pasco
City of Sandpoint	City of Nyssa	Town of Irmo	City of Woods Cross	City of Pateros
City of Shelley	City of Oakland	Town of Iva	Town of Alta	City of Pomeroy
City of Shoshone	City of Oakridge	Town of Jackson	Town of Altamont	City of Port Angeles
City of Smelterville	City of Ontario	Town of James Island	Town of Alton	City of Port Orchard
City of Soda Springs	City of Oregon City	Town of Jamestown	Town of Amalgia	City of Port Townsend
City of Spirit Lake	City of Paisley	Town of Jefferson	Town of Annabella	City of Poulsbo
City of St. Anthony	City of Pendleton	Town of Jenkinsville	Town of Antimony	City of Prosser
City of St. Charles	City of Philomath	Town of Johnston	Town of Apple Valley	City of Pullman
City of Stanley	City of Phoenix	Town of Jonesville	Town of Ballard	City of Puyallup
City of Star	City of Pilot Rock	Town of Kershaw	Town of Bear River City	City of Quincy
City of Stites	City of Port Orford	Town of Kiawah Island	Town of Bicknell	City of Rainier
City of Sugar City	City of Portland	Town of Kingstree	Town of Big Water	City of Raymond
City of Sun Valley	City of Powers	Town of Lake View	Town of Boulder	City of Redmond
City of Tensed	City of Prairie City	Town of Lamar South Carolina	Town of Brian Head	City of Renton
City of Tetonia	City of Prineville	Town of Lane	Town of Bryce Canyon City	City of Republic
City of Troy	City of Rainier	Town of Latta	Town of Cannonville	City of Richland
City of Twin Falls	City of Redmond	Town of Lexington	Town of Castle Valley	City of Ridgefield
City of Ucon	City of Reedsport	Town of Lincolnville	Town of Cedar Fort	City of Ritzyville
City of Victor	City of Richland	Town of Little Mountain	Town of Centerfield	City of Rock Island
City of Wallace	City of Riddle	Town of Lockhart	Town of Central Valley	City of Roslyn
City of Weippe	City of Rockaway Beach	Town of Lyman	Town of Circleville	City of Roy
City of Weiser	City of Rogue River	Town of Lynchburg	Town of Clarkston	City of Royal City
City of Wendell	City of Roseburg	Town of Mayesville	Town of Clawson	City of Sammamish
City of Weston	City of Rufus	Town of McBee	Town of Cleveland	City of SeaTac
City of White Bird	City of Salem	Town of McClellanville	Town of Cornish	City of Seattle
City of Wilder	City of Sandy	Town of McCol	Town of Daniel	City of Sedro-Woollay
City of Winchester	City of Scappoose	Town of McCormick	Town of Deweyville	City of Selah
Higher Education	City of Scio	Town of Meggett	Town of Eagle Mountain	City of Sequim
Boise State University	City of Scotts Mills	Town of Moncks Corner	Town of Elmo	City of Shelton
College of Southern Idaho	City of Seaside	Town of Mt. Pleasant	Town of Elsinore	City of Shoreline
College of Western Idaho	City of Seneca	Town of Neeses	Town of Elwood	City of Snohomish
Eastern Idaho Technical College	City of Shady Cove	Town of New Ellenton	Town of Emery	City of Snoqualmie
Idaho Division of Professional Technical Education	City of Sheridan	Town of Nichols	Town of Fairfield	City of Soap Lake
Idaho State University	City of Sherwood	Town of Ninety Six	Town of Francis	City of South Bend
Lewis-Clark State College	City of Siletz	Town of Norris	Town of Garden City	City of Spokane
North Idaho College	City of Silverton	Town of North	Town of Genola	City of Spokane Valley
University of Idaho	City of Sisters	Town of Norway	Town of Glendale	City of Sprague
Education (K-12)	City of Sodaville	Town of Olanta	Town of Glenwood	City of Stanwood
Aberdeen School District No. 58	City of Spray	Town of Pacolet	Town of Goshen	City of Stevenson
Arbon Elementary School District No. 383	City of Springfield	Town of Pageland	Town of Hanksville	City of Sultan
Avery School District	City of St. Helens	Town of Pamplico	Town of Hatch	City of Sumas
Basin School District No. 72	City of St. Paul	Town of Patrick	Town of Henefer	City of Sumner
Bear Lake County School District No. 33	City of Stanfield	Town of Pawleys Island	Town of Henrieville	City of Sunnyside
Bear Lake School District No. 33	City of Stayton	Town of Pelion	Town of Hideout	City of Tacoma
Blackfoot School District No. 55	City of Sublimity	Town of Pelzer	Town of Hinsckley	City of Takoa
Blaine County School District No. 61	City of Sumpter	Town of Pendleton	Town of Holden	City of Tenino
Bliss Joint School District No. 234	City of Sutherlin	Town of Perry	Town of Howell	City of Tieton
Bonneville Joint School District No. 93	City of Sweet Home	Town of Port Royal	Town of Huntsville	City of Toledo
Boundary County School District No. 101	City of Talent	Town of Prosperity	Town of Joseph	City of Tonasket
Bruneau-Grand View Joint School District	City of Tangent	Town of Ravenel	Town of Junction	City of Toppenish
Buhl Joint School District No. 412	City of The Dalles	Town of Reidville	Town of Kanarraville	City of Tukwila
Butte County Joint School District No. 111	City of Tigard	Town of Ridge Spring	Town of Kanosh	City of Tumwater
Caldwell School District No. 132	City of Tillamook	Town of Ridgeland	Town of Kingston	City of Union Gap
Camas County School District No. 121	City of Toledo	Town of Ridgeville	Town of Koossharem	City of University Place
Cambridge School District	City of Troutdale	Town of Ridgeway	Town of Leeds	City of Vader
Cascade School District No. 422	City of Tualatin	Town of Saint Matthews	Town of Levan	City of Vancouver
Cassia County Joint School District No. 151	City of Turner	Town of Saint Stephen	Town of Loa	City of Walla Walla
Castleford Joint School District No. 417	City of Ukiah	Town of Salem	Town of Manila	City of Wapato
Challis Joint School District No. 181	City of Umatilla	Town of Salley	Town of Mantua	City of Warden
Clark County School District No. 161	City of Union	Town of Saluda	Town of Marysville	City of Washougal
Coeur d'Alene School District No. 271	City of Unity	Town of Santee	Town of Meadow	City of Wenatchee
Cottonwood Joint School District No. 242	City of Vale	Town of Scranton	Town of Minersville	City of West Richland
Council School District No. 13	City of Veneta	Town of Seabrook Island	Town of New Harmony	City of Westport
Culdesac Joint School District No. 342	City of Vernonia	Town of Sellers	Town of Newton	City of White Salmon
Dietrich School District No. 314	City of Waldport	Town of Sharon	Town of Ophir	City of Winlock
Emmett Independent School District No. 221	City of Wallowa	Town of Six Mile	Town of Orderville	City of Woodinville
Filer School District No. 413	City of Warrenton	Town of Snelling	Town of Paradise	City of Woodland
Firth School District No. 59	City of Wasco	Town of Society Hill	Town of Paragonah	City of Yakima/Yakima County
Fremont County School District No. 215	City of West Linn	Town of South Congaree	Town of Portage Utah	City of Yelm
Fruitland School District No. 373	City of Westfir	Town of Springdale	Town of Randolph	City of Zillah
Garden Valley School District	City of Weston	Town of St. George	Town of Redmond	Consolidated Borough of Quil Ceda Village
Genesee Joint School District No. 282	City of Wheeler	Town of St. Matthews	Town of Rockville	Grays Harbor Council of Governments
Glenns Ferry Joint School District No. 192	City of Willamina	Town of Stuckey	Town of Rocky Ridge	Town of Almira
Gooding Joint School District No. 231	City of Wilsonville	Town of Sullivans Island	Town of Rush Valley	Town of Beaux Arts Village
Grace Joint School District No. 148	City of Winston	Town of Summerton	Town of Scipio	Town of Bucoda
Hagerman Joint School District No. 233	City of Wood Village	Town of Summerville	Town of Scofield	Town of Carbonado
Hansen School District No. 415	City of Woodburn	Town of Summit	Town of Sigurd	Town of Cathlamet
Highland Joint School District No. 305	City of Yachats	Town of Surfside Beach	Town of Springdale	Town of Clyde Hill
Homedale School District No. 370	City of Yarnhill	Town of Swansea	Town of Stockton	Town of Colton
Horseshoe Bend School District No. 73	City of Yoncalla	Town of Timmons ville	Town of Toquerville	Town of Conconully
Idaho Falls School District No. 91	Town of Bonanza	Town of Trenton	Town of Torrey	Town of Concrete
Independent School District of Boise City	Town of Butte Falls	Town of Turbeville	Town of Trenton	Town of Coulee City
Jefferson County School District No. 251	Town of Canyon City	Town of Ulmer	Town of Tropic	Town of Coulee Dam
Jerome Joint School District No. 261	Town of Lakeview	Town of Varnville	Town of Uintah	Town of Coupeville
Joint School District No. 2	Town of Lexington	Town of Wagener	Town of Vernon	

Idaho	Oregon	South Carolina	Utah	Washington
Kamiah School District No. 304	Higher Education	Town of Ward	Town of Vineyard	Town of Creston
Kellogg Joint School District 391	Blue Mountain Community College	Town of Ware Shoals	Town of Virgin	Town of Cusick
Kendrick Joint School District No. 283	Central Oregon Community College	Town of West Pelzer	Town of Wales	Town of Darrington
Kimberly School District No. 414	Chemeketa Community College	Town of West Union	Town of Walkersburg	Town of Eatonville
Kootenai School District No. 274	Clackamas Community College	Town of Whitmire	Ullinath Basin Association of Governments	Town of Elmer City
Kuna Joint School District No. 3	Clatsop Community College	Town of Williamston	Higher Education	Town of Endicott
Lake Pend Oreille School District No. 84	Columbia Gorge Community College	Town of Williston	College of Eastern Utah	Town of Fairfield
Lakeland School District No. 272	Eastern Oregon University	Town of Winnsboro	Davis Applied Technology College	Town of Farmington
Lapwai School District No. 341	Klamath Community College District	Town of Yemassee	Dixie Applied Technology College	Town of Friday Harbor
Lewisston Independent School District No. 1	Lane Community College	Higher Education	Dixie State University	Town of Garfield
Mackay School District No. 182	Linn-Benton Community College	Alken Technical College	Mountainland Applied Technology College	Town of Hamilton
Madison School District No. 321	Mt. Hood Community College	Beaufort Jasper Higher Education Commission	Rocky Mountain University of Health Professions	Town of Harrah
Marsh Valley Joint School District No. 21	Oregon Coast Community College	Central Carolina Technical College	Salt Lake Community College	Town of Hatton
Marsing Joint School District No. 363	Oregon Department of Community Colleges and Workforce Development	Clemson University	Snow College	Town of Hunts Point
McCall-Donnelly Joint School District No. 421	Oregon Health and Science University	Coastal Carolina University	Southern Utah University	Town of Index
Meadows Valley School District No. 11	Oregon Institute of Technology	College of Charleston	Tooele Applied Technology College	Town of Ione
Melba School District No. 136	Oregon State University	Denmark Technical College	Ullinath Basin Applied Technology College	Town of La Conner
Middleton School District No. 134	Oregon State University, Oregon Agricultural Experiment Station	Florence-Darlington Technical College	University of Utah	Town of LaCrosse
Midvale School District No. 433	Oregon University System	Francis Marion University	University of Utah Hospitals and Clinics	Town of Lamont
Minidoka County School District No. 331	Portland Community College	Greenville Technical College	Utah State University	Town of Latah
Moscow School District No. 281	Portland State University	Horry-Georgetown Technical College	Utah System of Higher Education	Town of Lind
Mountain Home School District No. 193	Reed College	Lander University	Utah Valley University	Town of Lyman
Mountain View School District No. 244	Rogue Community College	Medical University of South Carolina	Weber State University	Town of Malden
Mullan School District 392	Southern Oregon University	Midlands Technical College	Education (K-12)	Town of Mansfield
Murtaugh Joint School District No. 418	Southern Oregon University Family Housing	Northeastern Technical College	Alpine School District	Town of Marcus
Nampa Christian Schools Inc.	Southwestern Oregon Community College	Orangeburg-Calhoun Technical College	Beaver County School District	Town of Metaline
Nampa School District No. 131	Tillamook Bay Community College	Piedmont Technical College	Box Elder School District	Town of Millwood
New Plymouth School District	Treasure Valley Community College	South Carolina State Board for Technical and Comprehensive Education	CACHE County School District	Town of Naches
Nez Perce Joint School District No. 302	Umpqua Community College	South Carolina State University	Canyons School District	Town of Nespelem
North Gem School District No. 149	University of Oregon	South Carolina Technical College System	Carbon School District	Town of Northport
Notus School District	Western Oregon University	Spartanburg Community College	Centro De La Familia De Utah Head Start Program School District	Town of Oakesdale
Oneida County School District No. 351	Education (K-12)	Technical College of the Lowcountry	Daggett School District	Town of Odessa
Oronino Joint School District No. 171	Adel School District 21	The Citadel	Davis School District	Town of Pe Ell
Parma School District No. 137	Adrian School District	Tri-County Technical College	Duchesne County School District	Town of Prescott
Payette School District No. 371	Alsea School District No. 71	Trident Technical College	Emery County School District	Town of Reardan
Plummer-Worley Joint School District No. 44	Amity School District 41	University of South Carolina	Freedom Preparatory Academy School District	Town of Riverside
Pocatello-Chubbuck School District No. 25	Ames School District 29	University of South Carolina, Aiken	Garfield County School District	Town of Rockford
Post Falls School District No. 273	Arlington School District No. 3	University of South Carolina, Upstate	Grand County School District	Town of Rosalia
Potlatch School District No. 285	Arook School District No. 81	Williamsburg Technical College	Granite School District	Town of Ruston
Preston Joint School District No. 201	Ashland School District No. 5	Winthrop University	Iron County School District	Town of Skykomish
Richfield School District No. 316	Ashwood School District	York Technical College	Jordan School District	Town of South Cle Elum
Ririe Joint School District No. 252	Astoria School District No. 1C	Education (K-12)	Juab School District	Town of South Prairie
Rockland School District No. 382	Athena-Weston School District No. 29R1	Abbeville County School District	Kane County School District	Town of Spangle
Salmon River Joint School District No. 243	Baker School District No. 51	Alken County Public Schools	Logan City School District	Town of Springdale
Salmon School District No. 291	Bandon School District	Allendale County School District	Millard County School District	Town of St. John
Shelley School District No. 60	Banks School District No. 13	Anderson County School Districts 1 and 2 Career and Technology Center	Morgan School District	Town of Steilacoom
Shoshone Joint School District No. 312	Beaverton School District No. 48	Anderson School District No. 1	Mountainland Head Start Program School District Office	Town of Twisp
Snake River School District	Bend-La Pine Public Schools	Anderson School District No. 2	Murray City School District	Town of Uniontown
Soda Springs Joint School District No. 150	Bethel School District No. 52	Anderson School District No. 3	Nebo School District	Town of Washkuta
South Lemhi School District No. 292	Blachly School District	Anderson School District No. 4	North Sanpete County School District	Town of Waterville
St. Maries Joint School District No. 41	Blachly School District 90	Anderson School District No. 5	North Sanpete School District	Town of Waverly
Sugar-Salem Joint District No. 322	Brookings Harbor School District	Bamberg School District No. 1	North Summit School District	Town of Wilbur
Swan Valley Elementary School District No. 33	Camas Valley School District	Bamberg School District No. 2	Ogden City School District	Town of Wilkeson
Swan Valley School District No. 92	Canby School District No. 86	Barnwell School District No. 45	Park City School District	Town of Wilson Creek
Teton County School District No. 401	Cascade School District No. 5	Beaufort County School District	Plute County School District	Town of Winthrop
Three Creek Joint School District No. 416	Centennial School District No. 28J	Berkeley County School District	Provo City School District	Town of Woodway
Troy School District No. 287	Central Curry School District No. 1	Blackville-Hilda Public Schools	Rich County School District	Town of Yacolt
Twin Falls School District No. 411	Central Linn School District	Calhoun County School District	Rich School District	Town of Yarrow Point
Valley School District No. 262	Central Point School District No. 6	Charleston County School District	Rural Utah Child Development Head Start Program School District Office	Higher Education
Vallivue School District No. 139	Central School District No. 13J	Cherokee County School District	Salt Lake City School District	Bates Technical College
Vision Charter School District # 463	Clackamas Education Service District	Chester County School District	San Juan School District	Bellevue Community College
Wallace School District No. 393	Clatskanie School District No. 61	Chesterfield County School District	Sevier School District	Bellingham Technical College
Weiser School District No. 431	Colton School District No. 53	Clarendon County School District No. 1	South Sanpete School District	Big Bend Community College
Wendell School District No. 232	Columbia Gorge Education Service District	Clarendon County School District No. 2	South Summit School District	Cascadia Community College
West Bonner County School District No. 83	Condon School District No. 25J	Clarendon County School District No. 3	Suu Head Start Program School District	Central Washington University
West Jefferson School District No. 253	Coos Bay School District No. 9	Clover School District No. 2	Thomas Edison Charter Schools	Centralia College
West Side School District No. 202	Coquille School District No. 8	Colleton County School District	Tintic School District	Clark College
Whitepine Joint School District No. 288	Corbett School District No. 39	Darlington County School District	Tooele County School District	Clover Park Technical College
Wildier School District No. 133	Corvallis School District No. 509J	Delta R-V School District	Ullinath School District	Columbia Basin Community College
Special District	Cove School District No. 15	Dillon County School District No. 1	Wasatch County School District	Community Colleges of Spokane
Ada County Emergency Medical Services District	Crane Elementary School District	Dillon County School District No. 2	Washington County School District	Eastern Washington University
Ada County Highway District	Creswell School District No. 40	Dillon County School District No. 3	Wayne County School District	Edmonds Community College
Adams County Recreation District	Crow-Applegate-Lorane School District No. 66	Dillon County School District No. 4	Weber School District	Everett Community College
Ahsahka Water and Sewer District	Culver School District No. 4	Diocese Of Charleston Schools	Special District	Evergreen State College
Albion Highway District	Dallas School District No. 2	Dorchester School District No. 2	Ash Creek Special Service District	Grays Harbor College
Alpine Meadows Water and Sewer District	David Douglas School District No. 40	Dorchester School District No. 4	Ashley Valley Water and Sewer Improvement District	Green River Community College
American Falls Free Library District	Dayton School District No. 8	Edgefield County Schools	Ballard Water and Sewer Improvement District	Hillline Community College
American Falls Housing Authority	Dayville School District No. 16J	Fairfield County School District	Bear Lake Special Service District	Lake Washington Institute of Technology
Atlanta Highway District	Douglas County School District No. 1	Florence County School District No. 1	Bear River Water Conservancy District	Lower Columbia College
Avery Water and Sewer District	Douglas County School District No. 4	Florence County School District No. 2	Benchmark Water District	Northwest Indian College
Avondale Irrigation District	Douglas Education Service District	Florence County School District No. 3	Benson Culinary Water Improvement District	Olympic College
Bayview Water and Sewer District	Dufur School District No. 29	Florence County School District No. 4	Bona Vista Water Improvement District	Peninsula College
Bear Lake County Library District	Eagle Point School District No. 9	Florence County School District No. 5	Cache Mosquito Abatement District	Pierce College
Bench Sewer District	Echo School District No. 5	Ft. Mill School District No. 4	Cache Valley Transit District	Renton Technical College
Benewah County Free Library District	Elgin School District	Georgetown County School District	Canyonlands Health Care Special Service District	Seattle Community Colleges District VI
Big Canyon Fire District	Elkhon School District No. 34	Greenlee County School District	Carbon County Housing Authority	Shoreline Community College
Blaine County Housing Authority	Enterprise School District No. 21	Greenwood County School District No. 50	Carbon County Municipal Building Authority	Skiagi Valley College
Blaine County Recreation District	Estacada School District No. 108	Hampton County School District No. 2	Carbon County Recreation Transportation Special Service District	South Puget Sound Community College
Bliss Fire District	Eugene School District No. 4J	Hampton County School District No. 1	Carbon Water Conservancy District	Tacoma Community College
Boise Basin Library District	Falls City School District	Horry County Schools	Castle Valley Special Service District	University of Washington
Boise City/Ada County Housing Authority	Fern Ridge School District No. 28J	Jasper County School District	Cedar City Housing Authority	Walla Walla Community College
Boise-Kung Irrigation District	Forest Grove School District	John de la Howe School District	Cedar Mountain Fire Protection District	Washington State Board for Community and Technical Colleges
Bonneville County Fire District No. 1	Fossil School District 21J	Kershaw County School District	Cedarview-Montwell Special Service District	Washington State Higher Education Facilities Authority
Bruneau Valley District Library			Central Davis County Sewer District	Washington State Student Achievement Council

Idaho	Oregon	South Carolina	Utah	Washington
Bruneau Water and Sewer District	Gaston School District 511.J	Lancaster County School District	Central Iron County Water Conservancy District	Washington State University
Buhl Highway District	Gervais School District	Laurens County School District No. 55	Central Utah Water Conservancy District	Washington State University, Vancouver
Buhl Rural Fire Protection District	Gladstone School District	Laurens County School District No. 56	Central Weber Sewer Improvement District	Wenatchee Valley College
Burley Highway District	Glendale School District No. 77	Lee County School District	Charleston Water Conservancy District	Western Washington University
Caldwell Housing Authority	Glide School District	Legacy Charter Schools	Copperton Improvement District	Whitcom Community College
Canyon Highway District No. 4	Grant County Education Service District	Lexington County School District No. 1	Cottonwood Improvement District	Yakima Valley Community College
Cascade Rural Fire District	Grant School District No. 3	Lexington County School District No. 2	Davis Community Housing Authority	Education (K-12)
Castleford Rural Fire District	Grants Pass School District No. 7	Lexington County School District No. 3	Davis County Housing Authority	Aberdeen School District No. 5
Central Fire District	Greater Albany Public School District 8J	Lexington County School District No. 4	Davis-Salt Lake Aerial Spray Authority	Adna School District No. 226
Central Orchards Sewer District	Gresham-Barlow School District	Lexington-Richland Counties School District No. 5	Duchesne County Upper County Water Improvement District	Almira School District No. 17
Central Shoshone County Water District	Harney County School District No. 3	Marion County School District	Duchesne County Water Conservancy District	Anacortes School District No. 103
Clark County District Library	Harney Education Service District	Marion County School District No. 7	Emery County Housing Authority	Arlington Public Schools
Clarkia Free Library District	Harper School District No. 66	Marlboro County School District	Emery County Municipal Building Authority	Asotin-Anatone School District
Clarkia Highway District	Harrisburg School District No. 7	McCormick County School District	Emery County Special Service District No. 1	Auburn School District No. 408
Clearwater Free Library District	Helix School District No. 1-R	Newberry County School District	Emery Water Conservancy District	Bainbridge Island School District No. 303
Clearwater Highway District	Hermiston School District	Okonee County School District	Emigration Improvement District	Battle Ground School District No. 119
Clearwater Soil and Water Conservation District	High Desert Education Service District	Orangeburg Consolidated School District Four	Fruitland Special Service District	Bellevue Christian School District
Clearwater Water District	Hillsboro School District No. 1J	Orangeburg County Consolidated School District No. 3	Garden City Fire District	Bellevue School District No. 405
Consolidated Free Library District	Hood River County School District	Orangeburg County Consolidated School District No. 5	Grand County Housing Authority	Bellingham School District No. 501
Cottonwood Highway District	Huntington School District No. 16J	Pickens County School District	Granger-Hunter Improvement District	Benge School District No. 122
Custer Soil and Water Conservation District	Imbler School District No. 11	Richland County School District No. 1	Heber Valley Special Service District	Bethel School District No. 403
Dietrich Fire District	InterMountain Education Service District	Richland County School District No. 2	Hooper Water Improvement District	Bickleton School District
Dietrich Highway District	Ione School District R2	Rock Hill School District No. 3	Jensen Water Improvement District	Blaine School District No. 503
Doumeq Highway District	Jackson County School District No. 9	Saluda School District No. 1	Johnson Water Improvement District	Boistford School District No. 234
Downey Swan Lake Highway District	Jackson Education Service District	South Carolina Public Charter School District	Jordan Valley Water Conservancy District	Bremerton School District
Dry Creek Cemetery Maintenance District	Jefferson County School District No. 509-J	Spartanburg County School District No. 1	Jordanville Special Service District	Brewster School District No. 111
Eagle Fire Protection District	Jefferson School District	Spartanburg County School District No. 2	Juab Special Service Fire District	Bridgeport School District No. 75
Eagle Sewer District	Jewell School District No. 8	Spartanburg County School District No. 3	Kane County Water Conservancy District	Brimson School District No. 46
East Bonner County Free Library District	John Day School District No. 3	Spartanburg County School District No. 4	Kearns Improvement District	Burlington-Edison School District No. 100
East Bonner County Library District	John Valley School District No. 3	Spartanburg County School District No. 5	Lake Point Improvement District	Camas School District
East Greenacres Irrigation District	Joseph School District No. 6	Spartanburg County School District No. 6	Logan-Cache Airport Authority	Cape Flattery School District No. 401
Eastern Idaho Public Health District	Junction City School District No. 69	Spartanburg County School District No. 7	Maeser Water and Sewer Improvement District	Capital Region Educational Service District No. 113
Eastern Idaho Regional Wastewater Authority	Klamath County School District	Sumter School District	Magna Mosquito Abatement District	Carbonado Historical School District No. 19
Elk River Free Library District	Klamath Falls City Schools	Sumter School District No. 17	Magna Water District	Cascade Christian Schools
Elmore Soil and Water Conservation District	Knappa School District	Sumter School District No. 2	Metropolitan Water District of Salt Lake and Sandy	Cascade School District No. 228
Fenn Highway District	La Grande School District No. 1	Union County School District	Midvalley Improvement District	Cashmere School District No. 222
Ferdinand Highway District	Lake County School District No. 7	Ware Shoals School District No. 51	Midway Sanitation District	Castle Rock School District No. 401
Fish Haven Mosquito Abatement District	Lake Ed Service District	Williamsburg County Schools	Millford Area Healthcare Service District	Central Kitsap School District No. 401
Fremont County District Library	Lake Oswego School District No. 7J	Williston School District No. 29	Moab Mosquito Abatement District	Central Valley School District No. 356
Friedman Memorial Airport Authority	Lakeview School District No. 7	York School District No. 1	Moab Valley Fire Protection District	Centralia School District No. 401
Garden Valley District Library	Lane Education Service District	Special District	Mountain Green Sewer Improvement District	Chehalis School District No. 302
Garden Valley Fire Protection District	Lebanon Community School District No. 9	Abbeville Housing Authority	Mountain Regional Water Special Service District	Cheney School District No. 360
Garden Valley Recreation District	Lincoln County School District	Aiken Housing Authority	Mountain View Special Service District	Chewelah School District No. 36
Gateway Fire Protection District	Lin-Benton-Lincoln Education Service District	Anderson Housing Authority	Mt. Olympus Improvement District	Chief Leschi School System
Gem County Fire Protection District	Long Creek School District No. 17	Atlantic Beach Housing Authority	North Davis County Sewer District	Chimacum School District No. 49
Gem County Mosquito Abatement District	Lowell School District No. 71	Beaufort Housing Authority	North Davis Fire District	Clarkston School District No. J250-185
Glenns Ferry Highway District	Mapleton School District No. 32	Beaufort-Jasper Water and Sewer Authority	North Emery Water Users Special Service District	Cle Elum-Roslyn School District
Golden Gate Highway District No. 3	Marcola School District No. 79J	Beech Island Rural Community Water District	North Fork Special Services District	Clover Park School District No. 400
Gooding County Memorial Hospital District	McKenzie School District	Belton-Hones Path Water Authority	North Pointe Solid Waste Special Service District	Colfax School District No. 300
Grace District Library	McMinnville School District No. 40	Bennettsville Housing Authority	North Summit Fire District	College Place School District No. 250
Grangeville Highway District	Medford School District No. 549C	Berea Public Service District	North Tooele County Fire Protection District	Colton School District No. 306
Granite Reeder Water and Sewer District	Millon-Freewater School District No. 7	Berkeley County Water and Sanitation Authority	North Utah Water Conservancy District	Columbia School District No. 206
Greater Boise Auditorium District	Mitchell School District No. 55	Big Creek Water and Sewerage District	North View Fire District	Columbia School District No. 206, Stevens County
Greater Middleton Parks and Recreation District	Modella River School District	Bluffton Township Fire District	Ogden Housing Authority	Columbia School District No. 400
Greater Swan Valley Fire Protection District No. 2	Monument School District	Bolling Springs Fire District, Greenville County	Ouray Park Water Improvement District	Coville School District No. 115
Groveland Water and Sewer District	Morrow County School District	Broad Creek Public Service District	Park City Fire Service District	Concrete School District No. 11
Harbor View Estates Water and Sewer District	Mt. Angel School District	Buffalo-Mt. Pisgah Fire Protection District	Price River Water Improvement District	Conway Consolidated School District No. 317
Hayden Lake Irrigation District	Multnomah Education Service District Consortium	Burton Fire District	Provo Housing Authority	Cosmopolis School District
Hayden Lake Recreational Water and Sewer District	Myrtle Point School District	Central Midlands Regional Transit Authority	Rockville/Springdale Fire Protection District	Coulee-Hartline School District No. 151
Hillsdale Highway District	Neah-Kah-Nie School District No. 56	Charleston Area Regional Transportation Authority	Roosevelt City Housing Authority	Coupeville School District No. 204
Homedale Highway District	Nestucca Valley School District No. 101	Charleston County Aviation Authority	Salt Lake City Housing Authority	Crescent School District
Hoo Doo Water and Sewer District	New Hope Christian Schools	Charleston County Housing and Redevelopment Authority	Salt Lake City Mosquito Abatement District	Creston School District No. 73
Horseshoe Bend Fire Protection District	Newberg School District No. 29J	Charleston Housing Authority	Salt Lake County Housing Authority	Curlew School District No. 50
Idaho Soil and Water Conservation District	North Bend School District No. 13	Charleston Naval Complex Redevelopment Authority	Sandy Suburban Improvement District	Cusick School District
Indian Valley Rural Fire District	North Central Education Service District	Charleston Soil and Water Conservation District	Scofield Reservoir Special Service District	Darrington School District No. 330
Iona-Bonneville Sewer District	North Clackamas School District No. 12	Cheraw Housing Authority	Sevier County Special Service District No. 1	Davenport School District No. 207
Island Park Fire District	North Douglas School District No. 22	Chester Housing Authority	Skyline Mountain Special Service District	Dayton School District No. 2
Jerome Highway District	North Lake School District	Chester Metropolitan District	Snyderville Basin Special Recreation District	Deer Park School District No. 414
Jerome Recreation District	North Marion School District No. 15	Chester Sewer District	Snyderville Basin Water Reclamation District	Dieringer School District
Jerome Rural Fire District No. 1	North Santiam School District No. 29	Coast Regional Transportation Authority	Solid Waste Special Service District No. 1	Dixie School District
Kamiah Fire Protection District	North Wasco County School District No. 21	Columbia Housing Authority	South Davis Sewer District	East Valley School District No. 361
Kamiah Highway District	Northwest Regional Education Service District	Conway Housing Authority	South Davis Water District	East Valley School District No. 361, Spokane County
Ketchum Rural Fire Protection District	Nysa School District No. 26	Daniel Morgan Water District	South Ogden Conservation District	East Valley School District No. 90, Yakima County
Kidder Harris Highway District	Oakland School District	Darlington County Fire District	South Salt Lake Valley Mosquito Abatement District	Eastmont School District No. 206
Kingston Water District	Oakridge School District No. 76	Darlington County Water and Sewer Authority	South Summit Fire Protection District	Eatonville School District No. 404
Kootenai County Water District No. 1	Ontario School District No. 8C	Darlington Housing Authority	South Utah Valley Solid Waste District	Edmonds School District No. 15
Kootenai-Ponderay Sewer District	Oregon City School District No. 62	Donalds-Due West Water and Sewer Authority	South Valley Sewer District	Educational Service District No. 112
Kootenai-Shoshone Soil and Water Conservation District	Oregon Trail School District No. 46	Dorchester County Sales Tax Transportation Authority	Southeastern Utah Housing Authority	Ellensburg School District No. 401
Kuna Library District	Paisley School District No. 11	Pasadena Public Service District	Spanish Valley Water and Sewer Improvement District	Elma School District No. 68
Laclede Water District	Parkrose School District No. 3	Pearson Chapel Fire District	St. George Housing Authority	Endicott School District No. 308
Lakes Highway District	Pendleton School District No. 16	Easley Housing Authority	Stansbury Park Improvement District	Entiat School District No. 127
Latah County Library District	Perrydale School District No. 21J	Easley-Central Water District	Strawberry Electric Service District	Enumclaw School District No. 216
Latah Soil and Water Conservation District	Philomath School District No. 17J	East Richland County Public Service District	Sugar House Park Authority	Ephrata School District No. 165
Lemhi Soil and Water Conservation District	Phoenix-Talent School District	Edgefield County Water and Sewer Authority	Tabby Valley Park Special Service District	Evadne School District No. 36
Lewiston Orchards Irrigation District	Pilot Rock School District No. 2	Florence Housing Authority	Taylorville-Bennion Improvement District	Everett School District No. 2
Lewiston-Nez Perce County Regional Airport Authority	Pine Eagle School District No. 61	Fort Mill Housing Authority	Thompson Special Service District	Evergreen School District No. 114, Clark County
Lincoln County Recreation District	Pinehurst School District No. 11	Frappin Public Service District	Trippanagon Special Service District	Evergreen School District No. 205
Little Blacktail Ranch Water District	Pleasant Hill School District	Gaffney Housing Authority	Tooele County Housing Authority	Federal Way Public Schools
Little Wood River Library District	Plush School District 18	Gaston Rural Community Water District	Tooele County Recreation Special Service District	Ferndale School District No. 502
Lizard Butte Library District	Port Orford-Langlois School District No. 2CJ	Georgetown County Water and Sewer District	Tridell-Lapoint Water Improvement District	Fife School District No. 417
Lost River Highway District	Portland Public School District No. 1	Georgetown Housing Authority	Uintah Animal Control and Shelter Special Service District	Finley School District
M&T Water and Sewer District	Powers School District No. 31	Gilbert-Summit Rural Water District	Uintah County Municipal Building Authority	Franklin Pierce School District No. 402
Mackay Free Library District	Prairie City School District No. 4	Grand Strand Water and Sewer Authority	Uintah Fire Suppression Special Service District	Freeman School District No. 358
Madison Library District	Prospect School District	Greenville Arena District	Uintah Health Care Special Service District	Garfield School District No. 302

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
	West Pend Oreille Fire District	Clatskanie People's Utility District	South Carolina Department of Revenue		Oroville School District No. 410
	Western Ada Recreation District	Clatskanie Rural Fire Protection District	South Carolina General Services Division		Orting School District No. 344
	Western Elmore County Recreation District	Clatsop Care Center Health District	South Carolina Office of Regulatory Staff		Othello School District
	Wilder Irrigation District	Clatsop County Housing Authority	South Carolina State Budget and Control Board		Palisades School District No. 102
	Wilder Public Library District	Cloverdale Rural Fire Protection District	South Carolina State Treasurer's Office		Palouse School District No. 301
	Wilder Rural Fire Protection District	Coburg Rural Fire Protection District	State Of South Carolina		Pasco School District No. 1
	Wilderness Ranch Fire Protection District	Colton Fire District	Township		Pateros School District
	Winona Highway District	Colton Water District	Township of Grand Meadow		Paterson School District No. 50
	Worley Fire District	Columbia Corridor Drainage Districts Joint Contracting Authority	Tribal		Pe Ell School District No. 301
	Worley Highway District	Columbia Health District	Catawba Indian Nation		Peninsula School District
State		Columbia Improvement District			Pioneer School District No. 402
Idaho Department of Administration		Columbia River People's Utility District			Pomeroy School District No. 110
Idaho Department of Health and Welfare		Columbia Soil and Water Conservation District			Port Angeles School District No. 121
State Of Idaho		Coos County Airport District			Port Townsend School District No. 50
Tribal		Coos County Library Service District			Prescott School District No. 402-37
Coeur d'Alene Tribe		Coquille Indian Housing Authority			Pride Prep Schools
Kootenai Tribe of Idaho		Coquille Valley Hospital District			Prosser School District No. 116
Nez Perce Tribal Enterprises		Corbett Water District			Puget Sound Educational Service District
Nez Perce Tribe		Corvallis Rural Fire Protection District			Pullman School District No. 267
Shoshone-Bannock Tribes		Cove Rural Fire Protection District			Puyallup School District No. 3
		Crooked River Ranch Rural Fire Protection District			Queets-Clearwater School District No. 20
		Crooked River Ranch Special Road District			Quillcene School District No. 48
		Curry Health District			Quillayute Valley School District No. 402
		Curry Public Library District			Quincy School District No. 144
		Dallas Cemetery District No. 4			Rainier School District No. 307
		Dean Minard Water District			Raymond School District No. 116
		Dee Rural Fire Protection District			Reardan-Edwall School District
		Deschutes County 911 Service District			Renton School District No. 403
		Deschutes County Rural Fire District No. 1			Republic School District
		Deschutes Valley Water District			Richland School District No. 400
		Devils Lake Water Improvement District			Ridgefield School District No. 122
		Dexter Rural Fire Protection District			Ritzville School District
		Douglas County Fire District No. 2			Riverside School District
		Douglas County Housing Authority			Riverview School District No. 407
		Douglas Soil and Water Conservation District			Rochester School District
		Drakes Crossing Rural Fire Protection District			Rosalia School District No. 320
		Dufur Recreation District			Royal School District
		Eagle Valley Soil and Water Conservation District			San Juan Island School District No. 149
		East Fork Irrigation District			Satsop School District No. 104
		East Multnomah Soil and Water Conservation District			Seattle Public Schools
		East Umatilla County Health District			Sedro-Woolley School District No. 101
		East Valley Water District			Selah School District No. 119
		Echo Rural Fire District			Selkirk School District No. 70
		Elsie-Vinemapple Rural Fire Protection District No. 11			Sequim School District No. 323
		Emerald People's Utility District			Shaw Island School District No. 10
		Estacada Rural Fire District No. 69			Shelton School District No. 309
		Fairview Water District			Shoreline School District No. 412
		Falcon Cove Beach Water District			Skykomish School District
		Farmers Irrigation District			Snohomish School District No. 201
		Gardiner Sanitary District			Snoqualmie Valley School District No. 410
		Gaston Rural Fire District			Soap Lake School District No. 156
		Gates Rural Fire Protection District			South Bend School District No. 118
		Gearhart Rural Fire Protection District			South Kitsap School District No. 402
		Glendale Rural Fire Protection District			South Whidbey School District No. 206
		Glenneden Sanitary District			Southside School District
		Goshen Fire District			Spokane Public Schools
		Government Camp Sanitary District			Sprague School District
		Grand Ronde Sanitary District			St. John School District No. 322
		Grant County Transportation District			Stanwood-Camano School District No. 401
		Grant Soil and Water Conservation District			Steilacoom Historical School District No. 1
		Grants Pass Irrigation District			Steptoe School District No. 304
		Green Sanitary District			Stevenson-Carson School District No. 303
		Hahlen Road Special District			Sultan School District No. 311
		Halsey-Shedd Rural Fire Protection District			Summit Valley School District 202
		Hamlet Rural Fire Protection District			Sumner School District No. 320
		Harbor Sanitary District			Sunnyside School District No. 201
		Harbor Water Public Utility District			Tacoma School District No. 10
		Harney District Hospital			Taholah School District No. 77
		Harney Soil and Water Conservation District			Tahoma School District No. 409
		Harriman Rural Fire Protection District			Tekoa School District No. 265
		Hazeldell Rural Fire Protection District			Tenino School District No. 402
		Hebo Joint Water and Sewer Authority			Thorp School District No. 400
		Heceta Water District			Toledo School District No. 237
		Hermiston Cemetery District			Tonasket School District
		Hermiston Fire and Emergency Services District			Toppenish School District No. 202
		Hermiston Irrigation District			Touchet School District No. 300
		Hood River County Library District			Toutle Lake School District No. 130
		Hood River County Transportation District			Trout Lake School District No. R-400
		Hood River Valley Parks and Recreation District			Tukwila School District No. 406
		Hoodland Fire District No. 74			Tumwater School District No. 33
		Hubbard Rural Fire Protection District			Union Gap School District No. 2
		Ice Fountain Water District			University Place School District No. 83
		Illinois Valley Rural Fire Protection District			Valley School District
		Ione Rural Fire Protection District			Valley School District No. 70
		Irrigon Community Park and Recreation Maintenance District			Vancouver School District No. 37
		Jackson County Airport Authority			Vashon Island School District No. 402
		Jackson County Fire District No. 3			Wahkiakum School District No. 200
		Jackson County Fire District No. 5			Wahluke School District No. 73
		Jackson County Housing Authority			Waitsburg School District
		Jackson County Library District			Walla Walla School District No. 140
		Jackson County Vector Control District			Wapato School District No. 207
		Jackson Soil and Water Conservation District			Warden School District No. 146-161
		Jefferson Rural Fire Protection District			Washington Schools Risk Management Pool
		John Day/Canyon City Parks and Recreation District			Washington State Educational Service District

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
		Junction City Rural Fire Protection District Juniper Flat Rural Fire Protection District Keating Soil and Water Conservation District Ketzer Rural Fire Protection District Keno Fire Protection District Kernville-Glenden Beach-Lincoln Beach Water District Klamath County Fire District No. 1 Klamath County Library Service District Klamath Housing Authority Klamath Irrigation District Klamath Vector Control District La Grande Rural Fire Protection District La Pine Park and Recreation District La Pine Rural Fire Protection District La Pine Water District Lake District Hospital Lake Grove Water District Lakeside Fire District No. 4 Lane County Fire District No. 1 Lane Library District Lane Transit District Langlois Water District LaPine Special Sewer District Lebanon Aquatic District Lebanon Fire District Lewis and Clark Rural Fire Protection District Libby Drainage District Linn Benton Housing Authority Lookingglass Rural Fire District Lorane Rural Fire Protection District Lowell Rural Fire Protection District Lower Umpqua Hospital District Lusted Water District Madras Aquatic Center District Malheur County Housing Authority Malin Rural Fire Protection District Mapleton Water District Marion County Fire District No. 1 Marion Soil and Water Conservation District Medford Irrigation District Merrill Rural Fire Protection District Metro McMinnville Water & Light Mid-County Cemetery Maintenance District Middle Fork Irrigation District Miles Crossing Sanitary Sewer District Mill City Rural Fire Protection District Milton-Freewater Water Control District Mist-Birkenfeld Rural Fire Protection District Mohawk Valley Rural Fire District Molalla River Improvement District Molalla Rural Fire Protection District No. 73 Monroe Rural Fire Protection District Morrow County Health District Mountain View Hospital District Mt. Angel Fire District Multnomah County Drainage District No. 1 Multnomah County Rural Fire Protection District No. 10 Multnomah County Rural Fire Protection District No. 14 Nesika Beach-Ophir Water District Neskowin Regional Sanitary Authority Neskovin Regional Water District Nestucca Rural Fire Protection District Netarts Oceanside Sanitary District Netarts-Oceanside Rural Fire Protection District North Bay Rural Protection Fire District North Bend City/Coos-Curry Housing Authority North Central Public Health District North Clackamas Parks and Recreation District North County Recreation District North Gilliam Cemetery District North Gilliam County Rural Fire Protection District North Lincoln Fire and Rescue District No. 1 North Powder Rural Fire Protection District North Sherman County Rural Fire Protection District North Unit Irrigation District Northeast Oregon Housing Authority Northern Wasco County Park and Recreation District Northern Wasco County People's Utility District Northwest Oregon Housing Authority Nyssa Road Assessment District No. 2 Nyssa Rural Fire Protection District Oak Hill Sanitary District Oak Lodge Sanitary District Oak Lodge Water District Oceanside Water District Ochoo West Sanitary District Odell Sanitary District Ontario Library District Oregon Fire Districts Association Oregon Infrastructure Finance Authority Oregon Trail Library District Oregon Water Wonderland Unit II Sanitary District Owyhee Irrigation District			Washougal School District Washtucna School District Waterville School District No. 209 Wellpinit School District Wenatchee School District No. 246 West Valley School District No. 208, Yakima County West Valley School District No. 363, Spokane County White Pass School District No. 303 White River School District No. 416 White Salmon Valley School District No. 405-17 Wilbur School District No. 200 Willapa Valley School District No. 160 Wilson Creek School District Winlock School District No. 232 Wishkah Valley School District No. 117 Woodland School District No. 404 Yakima School District No. 7 Yelm Community School District No. 2 Zillah School District No. 205
					Special District
					Acme Water District No. 18 Adams County Fire Protection District No. 1 Adams County Mosquito Control District Aeneas Lake Irrigation District Alderwood Water and Wastewater District Alpine Water District Anacortes Housing Authority Annapolis Water District Asotin County Cemetery District No. 1 Asotin County Conservation District Asotin County Fire District No. 1 Asotin County Housing Authority Asotin County Public Utility District No. 1 Badger Mountain Irrigation District Bainbridge Island Metropolitan Park and Recreation District Basin City Water/Sewer District Bayview Beach Water District Beacon Hill Water and Sewer District Beehive Irrigation District Belfair Water District No. 1 Bellevue Convention Center Authority Bellingham Housing Authority Bellingham Public Development Authority Benton County Diking District No. 1 Benton County Fire Protection District No. 1 Benton County Fire Protection District No. 2 Benton County Fire Protection District No. 4 Benton County Fire Protection District No. 5 Benton County Fire Protection District No. 6 Benton County Mosquito Control District Benton County Public Utility District No. 1 Benton Irrigation District Benton-Franklin Health District Beverly Water District Birch Bay Water and Sewer District Black Diamond Water District Bremerton Housing Authority Buckhannon-Upshur County Airport Authority Burbank Irrigation District No. 4 Carnhope Irrigation District No. 7 Cascadia Conservation District Cedar River Water and Sewer District Central Klickitat County Park and Recreation District Central Pierce Fire and Rescue District No. 6 Central Puget Sound Regional Transit Authority Central Valley Ambulance Authority Chelan County Fire District No. 1 Chelan County Fire District No. 3 Chelan County Fire District No. 5 Chelan County Fire District No. 6 Chelan County Fire District No. 7 Chelan County Fire District No. 8 Chelan County Fire District No. 9 Chelan County Public Hospital District No. 1 Chelan County Public Utility District No. 1 Chelan County/Wenatchee Housing Authority Chelan-Douglas Health District Chinook Water District Chuckanut Community Forest Park District Clallam Conservation District Clallam County Fire District No. 2 Clallam County Fire District No. 5 Clallam County Fire District No. 6 Clallam County Fire Protection District No. 1 Clallam County Fire Protection District No. 3 Clallam County Fire Protection District No. 4 Clallam County Hospital District No. 1 Clallam County Housing Authority Clallam County Parks and Recreation District No. 1 Clallam County Public Hospital District No. 2 Clallam County Public Utility District No. 1 Clark County Fire District No. 10 Clark County Fire District No. 11 Clark County Fire District No. 13

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
		Pacific City Joint Water Sanitary Authority			Clark County Fire District No. 5
		Pacific Communities Health District			Clark County Fire Protection District No. 3
		Palatine Hill Water District			Clark County Fire Protection District No. 6
		Peninsula Drainage District No. 1			Clark County Public Utility District No. 1
		Peninsula Drainage District No. 2			Clark Regional Wastewater District
		Pilot Rock Fire Protection District			Cline Irrigation District
		Pine Grove Rural Fire Protection District			Clinton Water District
		Pleasant Hill Rural Fire Protection District			Coal Creek Utility District
		Pleasant Home Water District			Columbia Conservation District
		Polk County Fire District No- 1			Columbia County Fire District No. 3
		Polk County Housing Authority			Columbia County Public Hospital District No. 1
		Polk Soil and Water Conservation District			Columbia County Rural Library District
		Portland Metropolitan Area Water District			Columbia Irrigation District
		Public Procurement Authority			Columbia Valley Water District
		Rainbow Water District			Colville Indian Housing Authority
		Raleigh Water District			Consolidated Irrigation District No. 14
		Redmond Area Park and Recreation District			Covington Water District
		Riddle Rural Fire District			Cowiche Sewer District
		River Forest Acres Special Road District			Cowlitz County Cemetery District No. 2
		River Road Park and Recreation District			Cowlitz County Fire District No. 6
		Rivergrove Water District			Cowlitz County Public Utility District No. 1
		Roads End Sanitary District			Cowlitz Transit Authority
		Roberts Creek Water District			Cross Valley Water District
		Rockwood Water People's Utility District			Dallesport Water District
		Rogue River Cemetery Maintenance District			Douglas County Fire District No. 2
		Rogue Valley Transportation District			Douglas County Fire Protection District No. 5
		Roseburg Urban Sanitary Authority			Douglas County Public Utility District No. 1
		Sable Drive Road District			Douglas County Sewer District No. 1
		Salem Area Mass Transit District			Douglas-Okanogan County Fire District No. 15
		Salem Housing Authority			East Columbia Basin Irrigation District
		Salem-Keizer Transit District			East Gig Harbor Water District
		Santa Clara Rural Fire Protection District			East Lewis County Public Development Authority
		Santiam Water Control District			East Pierce Fire and Rescue District No. 22
		Scappoose Rural Fire District			East Spokane Water District No. 1
		Scio Rural Fire District			East Wenatchee Water District
		Scottsburg Rural Fire District			Eastmont Metropolitan Park District
		Seal Rock Fire District			Eastsound Sewer and Water District
		Seal Rock Water District			Edmonds Public Facilities District
		Shangri-La Water District			Ellensburg Business Development Authority
		Shasta View Irrigation District			Enterprise Cemetery District No. 7
		Siletz Rural Fire Protection District			Entiat Irrigation District
		Silverton Fire District			Everett Housing Authority
		Sisters-Camp Sherman Rural Fire Protection District			Everett Public Facilities District
		Sluolawe Public Library District			Evergreen Water-Sewer District No. 19
		South Clackamas Transportation District			Fall City Water District
		South Suburban Sanitary District			Ferry County Public Utility District No. 1
		Southern Curry Cemetery Maintenance District			Ferry/Okanogan County Fire Protection District No. 13
		Southwest Lincoln County Water District			Fisherman Bay Sewer District
		Spring River Special Road District			Foster Creek Conservation District
		Springfield Utility District			Four Lakes Water District No. 10
		Stanfield Fire District No. 7-402			Franklin Conservation District
		Stayton Fire District			Franklin County Cemetery District No. 2
		Suburban East Salem Water District			Franklin County Fire District No. 1
		Sunrise Water Authority			Franklin County Fire Protection District No. 3
		Sunset Empire Transportation District			Franklin County Irrigation District No. 1
		Swalley Irrigation District			Franklin County Public Utility District No. 1
		Sweet Home Fire and Ambulance District			Freeland Water and Sewer District
		Talent Irrigation District			Ft. Worden Public Development Authority
		Terrebonne Domestic Water District			Gardena Farms Irrigation District No. 13
		Three Sisters Irrigation District			Goforth Special Utility District
		Tillamook County Transportation District			Grand Coulee Project Hydroelectric Authority
		Tillamook People's Utility District			Grandview Irrigation District
		Tiller Rural Fire District			Grant County Airport District No. 1
		Toledo Rural Fire Protection District			Grant County Fire District No. 10
		Tri City Rural Fire District No. 4			Grant County Fire District No. 11
		Tri City Water District			Grant County Fire District No. 3
		Tri-City Service District			Grant County Fire District No. 4
		Tri-County Metropolitan Transportation District			Grant County Fire District No. 7
		Tualatin Hills Park and Recreation District			Grant County Fire Protection District No. 5
		Tualatin Hills Park and Recreation District			Grant County Housing Authority
		Tualatin Valley Irrigation District			Grant County Mosquito Control District No. 1
		Tualatin Valley Water District			Grant County Mosquito District No. 2
		Tumalo Irrigation District			Grant County Port District No. 4
		Twin Rocks Sanitary District			Grant County Port District No. 6
		Umatilla County Housing Authority			Grant County Port District No. 7
		Umatilla Hospital District			Grant County Public Hospital District No. 1
		Umatilla Land Redevelopment Authority			Grant County Public Hospital District No. 2
		Umatilla Morrow Radio and Data District			Grant County Public Hospital District No. 3
		Umatilla Reservation Housing Authority			Grant County Public Hospital District No. 4
		Umatilla Rural Fire Protection District			Grant County Public Utility District No. 2
		Union Cemetery District			Grant Transit Authority
		Vale Oregon Irrigation District			Grays Harbor Conservation District
		Valley View Water District			Grays Harbor County Fire Protection District No. 1
		Vandevent Acres Special Road District			Grays Harbor County Fire Protection District No. 12
		Vineyard Mountain Water and Improvement District			Grays Harbor County Fire Protection District No. 14
		Walla Walla River Irrigation District			Grays Harbor County Fire Protection District No. 2
		Walla Walla County Health Care District			Grays Harbor County Fire Protection District No. 7
		Wamic Water and Sanitary Authority			Grays Harbor County Housing Authority
		Warm Springs Housing Authority			Grays Harbor County Water District No. 1
		Wasco County Soil and Water Conservation District			Grays Harbor County Water District No. 2
		Washington County Fire District No. 2			Grays Harbor Drainage District No. 1
		Washington County Housing Authority			Grays Harbor Fire District No. 10
		Water Wonderland Improvement District			Grays Harbor Historical Seaport Authority
		Wedderburn Sanitary District			Grays Harbor Public Utility District No. 1

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
		West Slope Water District West Valley Housing Authority Western Lane Ambulance District Westport Wauna Rural Fire Protection District Westwood Hills Road District Wiard Memorial Park District Wickiup Water District Willamalane Park and Recreation District Williams Rural Fire Protection District Willow Creek Park District Winchester Bay Sanitary District Winston-Dillard Fire District Winston-Dillard Water District Woodburn Rural Fire Protection District Yamhill County Housing Authority Yamhill Fire Protection District Youngs River-Lewis and Clark Water District			Grays Harbor Transportation Authority Greater Wenatchee Irrigation District Greater Wenatchee Regional Events Center Public Facilities District Green Tank Irrigation District No. 11 Hartstene Pointe Water-Sewer District Highland Water District Highlands Sewer District Highline Water District Historic Seattle Preservation and Development Authority Holmes Harbor Sewer District Hunters Water District Hydro Irrigation District No. 9 Icicle Irrigation District Inchelium Water District Irvin Water District No. 6 Island County Fire District No. 3 Island County Fire Protection District No. 1 Island County Housing Authority Jefferson County Conservation District Jefferson County Fire District No. 5 Jefferson County Fire Protection District No. 1 Jefferson County Fire Protection District No. 3 Jefferson County Public Utility District No. 1 Jefferson County Water District No. 3 Jefferson Transit Authority Juniper Beach Water District Kapowsin Water District Kelso Housing Authority Kennewick Housing Authority Kennewick Irrigation District Kennewick Public Facilities District Kennewick Public Hospital District Kent Fire Department Regional Fire Authority Key Peninsula Metro Parks District King County Airport District No. 1 King County Ferry District King County Fire Protection District No. 16 King County Fire Protection District No. 2 King County Fire Protection District No. 20 King County Fire Protection District No. 25 King County Fire Protection District No. 27 King County Fire Protection District No. 28 King County Fire Protection District No. 34 King County Fire Protection District No. 37 King County Fire Protection District No. 40 King County Fire Protection District No. 43 King County Fire Protection District No. 44 King County Fire Protection District No. 45 King County Fire Protection District No. 47 King County Fire Protection District No. 50 King County Flood Control District King County Hospital District No. 4 King County Housing Authority King County Public Hospital District No. 1 King County Public Hospital District No. 2 King County Water District No. 1 King County Water District No. 111 King County Water District No. 117 King County Water District No. 119 King County Water District No. 125 King County Water District No. 19 King County Water District No. 20 King County Water District No. 45 King County Water District No. 49 King County Water District No. 54 King County Water District No. 90 Kitsap Conservation District Kitsap County Consolidated Housing Authority Kitsap County Fire District No. 18 Kitsap County Public Utility District No. 1 Kitsap County Rural Library District Kitsap Public Health District Kittitas County Conservation District Kittitas County Fire District No. 2 Kittitas County Fire Protection District No. 7 Kittitas County Hospital District No. 2 Kittitas County Housing Authority Kittitas County Public Utility District No. 1 Kittitas County Water District No. 5 Kittitas County Water District No. 6 Kittitas County Water District No. 7 Klickitat County Fire District No. 14 Klickitat County Fire District No. 15 Klickitat County Fire District No. 1 Klickitat County Fire Protection District No. 4 Klickitat County Fire Protection District No. 5 Klickitat County Port District No. 1 Klickitat County Public Hospital District No. 1 Klickitat County Public Hospital District No. 2 Klickitat County Public Utility District No. 1 Lacey Fire District 3 Lake Chelan Reclamation District Lake Chelan Sewer District Lake Forest Park Water District
		State Oregon Department of Administrative Services Oregon Department of Revenue Oregon Health Licensing Agency Oregon Higher Education Coordinating Commission Oregon Secretary of State Oregon State Board of Nursing State of Oregon			
		Tribal Burns Paiute Tribe Confederated Tribes of Coos, Lower Umpqua and Siuslaw Indians Confederated Tribes of Grand Ronde Community Confederated Tribes of Siletz Indians Confederated Tribes of the Umatilla Indian Reservation Confederated Tribes of the Warm Springs Coquille Indian Tribe Klamath Tribes			

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Lake Stevens Sewer District
Lake Wenatchee Water District
Lake Whatcom Water and Sewer District
Lakehaven Utility District
Lakewood Water District
Lenora Water and Sewer District
Lewis County Conservation District
Lewis County Fire District No. 1
Lewis County Fire District No. 11
Lewis County Fire District No. 13
Lewis County Fire District No. 18
Lewis County Fire District No. 9
Lewis County Fire Protection District No. 14
Lewis County Fire Protection District No. 16
Lewis County Fire Protection District No. 2
Lewis County Fire Protection District No. 5
Lewis County Fire Protection District No. 6
Lewis County Fire Protection District No. 8
Lewis County Hospital District No. 1
Lewis County Public Facilities District
Lewis County Public Utility District No. 1
Lewis County Water District No. 1
Lewis County Water District No. 3
Lewis Public Transportation Benefit Area Authority
Liberty Lake Sewer and Water District
Lincoln County Fire District No. 1
Lincoln County Fire District No. 4
Lincoln County Fire Protection District No. 5
Lincoln County Fire Protection District No. 6
Lincoln County Fire Protection District No. 8
Lincoln County Hospital District No. 3
Lincoln-Adams County Fire Protection District No. 3
Longview Housing Authority
Lopez Island Library District
Lower Elwha Housing Authority
Lower Squilchuck Irrigation District
Lummi Housing Authority
Lummi Tribal Sewer and Water District
Makah Housing Authority
Malaga Water District
Manchester Water District
Manson Park and Recreation District
Marshland Flood Control District
Marysville Fire District
Mason Conservation District
Mason County Fire District No. 13
Mason County Fire District No. 17
Mason County Fire District No. 2
Mason County Fire District No. 4
Mason County Fire Protection District No. 5
Mason County Fire Protection District No. 8
Mason County Housing Authority
Mason County Public Hospital District No. 1
Mason County Public Utility District No. 1
Mason County Public Utility District No. 3
Mason County Transit Authority
Methow Valley Irrigation District
Mid-Columbia Library District
Midway Sewer District
Moab Irrigation District No. 20
Moses Lake Irrigation and Rehabilitation District
Mukilteo Water and Wastewater District
Naches-Selah Irrigation District
North Beach Water District
North Central Washington Economic Development District
North City Water District
North County Regional Fire Authority
North Highline Fire District
North Perry Avenue Water District
North Whidbey Park and Recreation District
Northeast Sammamish Sewer and Water District
Northshore Utility District
Northwest Park and Recreation District No. 2
Okanogan Conservation District
Okanogan County Cemetery District No. 4
Okanogan County Fire District No. 6
Okanogan County Fire Protection District No. 11
Okanogan County Housing Authority
Okanogan County Public Hospital District No. 3
Okanogan County Public Hospital District No. 4
Okanogan County Public Utility District No. 1
Okanogan Fire Protection District No. 16
Okanogan Irrigation District
Olympic View Water and Sewer District
Olympus Terrace Sewer District
Orcas Island Library District
Orchard Avenue Irrigation District No. 6
Oroville Housing Authority
Oroville-Tonasket Irrigation District
Othello Housing Authority
Pacific Conservation District
Pacific County Fire District No. 2
Pacific County Fire Protection District No. 1
Pacific County Fire Protection District No. 3

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
					Pacific County Public Healthcare Services District No. 3 Pacific County Public Utility District No. 2 Pacific Hospital Preservation and Development Authority Palouse Conservation District Pasco/Franklin County Housing Authority Pend Oreille County Fire District No. 2 Pend Oreille County Fire District No. 4 Pend Oreille County Fire District No. 5 Pend Oreille County Library District Pend Oreille County Public Hospital District No. 1 Pend Oreille County Public Utility District No. 1 Peninsula Housing Authority Peninsula Metropolitan Park District Peshastin Irrigation District Peshastin Water District Pierce Conservation District Pierce County Fire District No. 13 Pierce County Fire District No. 16 Pierce County Fire District No. 18 Pierce County Fire District No. 23 Pierce County Fire District No. 27 Pierce County Fire District No. 3 Pierce County Fire District No. 5 Pierce County Fire District No. 8 Pierce County Fire Protection District No. 14 Pierce County Fire Protection District No. 2 Pierce County Fire Protection District No. 21 Pierce County Housing Authority Pike Place Market Preservation and Development Authority Point Roberts Water District No. 4 Ponderay Shores Water and Sewer District Port Ludlow Drainage District Prescott Joint Parks and Recreation District Prosser Fire District No. 3 Prosser Public Hospital District Public Hospital District No. 1 Public Hospital District No. 3 Public Utility District No. 1 Puyallup Tribal Health Authority Quileute Housing Authority Quinalt Housing Authority Quincy-Columbia Basin Irrigation District Renton Housing Authority Richland Housing Authority Richland Public Facilities District Ronald Wastewater District Roza Irrigation District Sacheen Lake Sewer and Water District Sammamish Plateau Water and Sewer District San Juan Island Library District Saratoga Water District Scatchet Head Water District Seattle Chinatown International District Preservation and Development Authority Seattle Housing Authority Seattle Southside Regional Tourism Authority Selah-Moxee Irrigation District Si View Metropolitan Park District Silver Lake Flood Control District Silver Lake Water And Sewer District Silverdale Water District Skagit Conservation District Skagit County Cemetery District No. 2 Skagit County Fire District No. 10 Skagit County Fire District No. 11 Skagit County Fire District No. 15 Skagit County Fire District No. 9 Skagit County Fire Protection District No. 13 Skagit County Fire Protection District No. 14 Skagit County Fire Protection District No. 2 Skagit County Fire Protection District No. 3 Skagit County Fire Protection District No. 4 Skagit County Fire Protection District No. 5 Skagit County Fire Protection District No. 8 Skagit County Housing Authority Skagit County Public Hospital District No. 1 Skagit County Public Hospital District No. 2 Skagit County Public Hospital District No. 304 Skagit County Public Utility District No. 1 Skagit County Sewer District No. 1 Skagit County Sewer District No. 2 Skagit Valley Public Hospital District No. 1 Skamania County Fire District No. 1 Skamania County Fire District No. 4 Skamania County Public Hospital District No. 1 Skamania County Public Utility District No. 1 Skamokawa Water and Sewer District Skyway Water and Sewer District Snohomish County Fire District No. 15 Snohomish County Fire District No. 16 Snohomish County Fire District No. 19 Snohomish County Fire District No. 26 Snohomish County Fire District No. 5 Snohomish County Fire Protection District No. 1 Snohomish County Fire Protection District No. 17

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
					Snohomish County Fire Protection District No. 21 Snohomish County Fire Protection District No. 22 Snohomish County Fire Protection District No. 25 Snohomish County Fire Protection District No. 28 Snohomish County Fire Protection District No. 3 Snohomish County Fire Protection District No. 7 Snohomish County Housing Authority Snohomish County Public Hospital District No. 1 Snohomish County Public Hospital District No. 2 Snohomish County Public Utility District No. 1 Snohomish Health District Snohomish River Regional Water Authority Snoqualmie Valley Hospital District South Columbia Basin Irrigation District South Correctional Entity Public Development Authority South Naches Irrigation District South Whatcom Fire Authority South Whidbey Parks and Recreation District South Yakima Conservation District Southwest Suburban Sewer District Spokane Conservation District Spokane County Fire District No. 12 Spokane County Fire District No. 2 Spokane County Fire District No. 4 Spokane County Fire Protection District No. 10 Spokane County Fire Protection District No. 11 Spokane County Fire Protection District No. 13 Spokane County Fire Protection District No. 3 Spokane County Fire Protection District No. 5 Spokane County Fire Protection District No. 8 Spokane County Fire Protection District No. 9 Spokane County Library District Spokane County Water District No. 3 Spokane Housing Authority Spokane Indian Housing Authority Spokane Public Facilities District Spokane Regional Health District Spokane Transit Authority Startup Water District Steptoe Sewer District No. 1 Stevens County Fire District No. 2 Stevens County Fire District No. 6 Stevens County Fire Protection District No. 1 Stevens County Fire Protection District No. 10 Stevens County Fire Protection District No. 12 Stevens County Fire Protection District No. 5 Stevens County Public Utility District No. 1 Stevens County Rural Library District Stevens Pass Sewer District Sun Harbor Water District No. 3 Sunnyside Housing Authority Sunnyside Valley Irrigation District Sunnyslope Water District Swinomish Housing Authority Tacoma Community Redevelopment Authority Tacoma Housing Authority Tacoma Metropolitan Park District Terrace Heights Sewer District Thea Foss Waterway Development Authority Three Rivers Regional Wastewater Authority Thurston Conservation District Thurston County Fire District No. 12 Thurston County Fire District No. 4 Thurston County Fire District No. 9 Thurston County Fire Protection District No. 3 Thurston County Fire Protection District No. 5 Thurston County Fire Protection District No. 6 Thurston County Fire Protection District No. 8 Thurston County Housing Authority Thurston County Public Utility District No. 1 Tri-County Economic Development District Tukwila Metropolitan Park District Underwood Conservation District Union Gap Irrigation District Val Vue Sewer District Valley Regional Fire Authority Valley View Sewer District Valley Water District Vancouver Housing Authority Vashon Park District Wahkiakum County Public Utility District No. 1 Wahkiakum Fire Protection District No. 1 Wahkiakum Port District No. 1 Walla Walla County Fire Protection District No. 1 Walla Walla County Fire Protection District No. 3 Walla Walla County Fire Protection District No. 4 Walla Walla County Fire Protection District No. 5 Walla Walla County Fire Protection District No. 8 Walla Walla County Rural Library District Walla Walla Housing Authority Wallula Water District No. 1 Washington State Convention Center Public Facilities District Washington State Major League Baseball Stadium Public Facilities District Washington State Tobacco Settlement Authority

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Utah

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Water District 19
Wells Ranch Irrigation District
Wenatchee Reclamation District
Wenatchee-Chiwawa Irrigation District
West Sound Utility District
Whatcom Conservation District
Whatcom County Fire District No. 1
Whatcom County Fire District No. 11
Whatcom County Fire District No. 14
Whatcom County Fire District No. 16
Whatcom County Fire District No. 17
Whatcom County Fire District No. 4
Whatcom County Fire District No. 5
Whatcom County Fire District No. 7
Whatcom County Fire District No. 8
Whatcom County Public Utility District No. 1
Whatcom County Water District No. 12
Whatcom County Water District No. 13
Whatcom County Water District No. 2
Whatcom County Water District No. 7
Whatcom Transportation Authority
Whidbey Island Public Hospital District
Whitestone Reclamation District
Whitman County Fire District No. 11
Whitman County Fire Protection District No. 12
Whitman County Fire Protection District No. 14
Whitman County Fire Protection District No. 7
Whitman County Public Hospital District No. 3
Whitman County Rural Library District
Whitworth Water District No. 2
Willapa Valley Water District
William Shore Memorial Pool District
Williams Lake Sewer District No. 2
Wine Science Center Development Authority
Wollochet Harbor Sewer District
Woodmille Water District
Yakima County Fire District No. 1
Yakima County Fire District No. 3
Yakima County Fire District No. 4
Yakima County Fire District No. 5
Yakima County Fire District No. 6
Yakima County Fire Protection District No. 12
Yakima County Fire Protection District No. 14
Yakima County Mosquito Control District
Yakima Housing Authority
Yakima Regional Clean Air Authority
Yakima Rural County Library District
Yakima-Tieton Irrigation District
State
North Seattle Community College
Seattle Colleges
State Of Washington
Washington State Department of Enterprise Services
Washington State Department of Health
Washington State Department of Social and Health Services
Washington State Health Care Authority
Tribal
Columbia River Inter-Tribal Fish Commission
Confederated Tribes of the Chehalis Reservation
Confederated Tribes of the Colville Reservation
Confederated Tribes of the Yakama Nation
Cowlitz Indian Tribe
Hoh Indian Tribe
Jamestown S'Klallam Tribe
Kalispel Tribe of Indians
Lower Elwha Klallam Tribe
Lummi Indian Nation
Makah Tribe
Muckleshoot Indian Tribe
Nisqually Indian Tribe
Nooksack Indian Tribe
Port Gamble S'Klallam Tribe
Puyallup Tribe of Indians
Quileute Indian Tribe
Quinalt Indian Nation
Samish Indian Nation
Sauk-Suiattle Indian Tribe
Skokomish Indian Tribe
Snoqualmie Indian Tribe
Spokane Tribe
Squaxin Island Tribe
Stillaguamish Tribe of Indians
Suquamish Tribe
Swinomish Indian Tribal Community
Tulalip Tribes
Upper Skagit Indian Tribe
Yakama Nation Land Enterprise



Appendix C - Political Subdivision List for Virginia

City/Town	Special Districts	Public K-12	County	Public Higher Education	State	Townships
City of Alexandria	Acomack-Northampton Transportation District	Acomack County Public Schools	Acomack County	Blue Ridge Community College	State of Virginia	
City of Bristol	Albemarle County Service Authority	Albemarle County Public Schools	Albemarle County	Central Virginia Community College	Virginia Department of Behavioral Health and Developmental Services	Virginia Department of Health
City of Buena Vista	Albemarle-Charlottesville Regional Jail Authority	Alexandria City Public Schools	Alleghany County	Christopher Newport University	Virginia Department of General Services	Virginia Department of Health Professions
City of Charlottesville	Alexandria Redevelopment and Housing Authority	Alexandria County Public Schools	Alleghany County	College of William and Mary	Virginia Department of Public Works	
City of Chesapeake	Appomattox River Water Authority	Amelia County Public Schools	Amelia County	Dabney S. Lancaster Community College		
City of Colonial Heights	Bath County Airport Authority	Amherst County Public Schools	Amherst County	Danville Community College		
City of Covington	Bedford County Economic Development Authority	Appomattox County Public Schools	Appomattox County	Arlington County		
City of Danville	Bedford Regional Water Authority	Arlington Public Schools	Arlington County	Augusta County		
City of Emporia	Big Stone Gap Redevelopment and Housing Authority	Atlantic Shores Christian Schools	Bath County	Bath County		
City of Fairfax	Blacksburg-Christiansburg-VPI Water Authority	Augusta County Public Schools	Bedford County	Bedford County Public Service Authority		
City of Falls Church	Blacksburg-Virginia Polytechnic Institute Sanitation Authority	Bath County Public Schools	Bland County	Botetourt County		
City of Franklin	Blue Ridge Airport Authority	Bedford County Public Schools	Bland County	Brunswick County		
City of Fredericksburg	Blue Ridge Crossroads Economic Development Authority	Bland County Public Schools	Bland County	Buchanan County		
City of Galax	Blue Ridge Regional Jail Authority	Botetourt County Public Schools	Buckingham County Board of Supervisors	Buchanan County Public Service Authority		
City of Hampton	Blue Ridge Soil and Water Conservation District	Bristol Virginia Public Schools	Campbell County	Buckingham County		
City of Harrisonburg	Bristol Redevelopment and Housing Authority	Brunswick County Public Schools	Carroll County	Carroll County Public Service Authority		
City of Hopewell	Brookneal-Campbell County Airport Authority	Buchanan County Schools	Carroll County Public Schools	Charles City County		
City of Lexington	Brunswick County Industrial Development Authority	Buckingham County Public Schools	Charles City County School District	Charlotte County		
City of Lynchburg	Buchanan County Industrial Development Authority	Botetourt County Public Schools	Charlotte County Public Schools	Charlottesville County		
City of Manassas	Buena Vista Public Service Authority	Bristol Virginia Public Schools	Chesapeake Public Schools	Chesapeake Public Schools		
City of Manassas Park	Campbell County Utilities and Service Authority	Brunswick County Public Schools	Chesapeake Public Schools	Chesterfield County		
City of Martinsville	Carroll County Industrial Development Authority	Buchanan County Schools	Chesterfield County Public Schools	Clarke County		
City of Newport News	Carroll-Grayson-Galax Solid Waste Authority	Buckingham County Public Schools	Clarke County School District	Craig County		
City of Norfolk	Central Shenandoah Planning District Commission	Buena Vista City Public Schools	Colonial Beach Schools	Culpeper County		
City of Norton	Central Virginia Regional Jail Authority	Campbell County Public Schools	Colonial Heights Public Schools	Cumberland County		
City of Poquoson	Central Virginia Waste Management Authority	Caroline County Public Schools	Copper River School District	Dickenson County		
City of Portsmouth	Charlottesville Redevelopment and Housing Authority	Carroll County Public Schools	Covington City Public Schools	Dinwiddie County		
City of Radford	Charlottesville-Albemarle Airport Authority	Charles City County Public Schools	Craig County Public Schools	Essex County		
City of Richmond	Chesapeake Airport Authority	Charlotte County Public Schools	Culpeper County Public Schools	Fairfax County		
City of Roanoke	Chesapeake Bay Bridge and Tunnel District	Chesapeake Public Schools	Culpeper County Public Schools	Fauquier County		
City of Salem	Chesapeake Hospital Authority	Chesterfield County Public Schools	Cumberland County Public Schools	Fauquier County		
City of Staunton	Chesapeake Redevelopment and Housing Authority	Clarke County School District	Danville Public Schools	Fluvanna County		
City of Suffolk	Coeburn-Norton-Wise Regional Wastewater Authority	Colonial Beach Schools	Dickenson County Public Schools	Franklin County		
City of Virginia Beach	Crater District Area Agency on Aging/Foster Grandparent Program, Inc.	Colonial Heights Public Schools	Dinwiddie County Public Schools	Frederick County		
City of Waynesboro	Culpeper Soil and Water Conservation District	Copper River School District	Dinwiddie County Public Schools	Giles County		
City of Williamsburg	Cumberland Plateau Planning District Commission	Covington City Public Schools	Fairfax County Public Schools	Gloucester County		
City of Winchester	Cumberland Plateau Regional Housing Authority	Craig County Public Schools	Fairfax County Public Schools	Goochland County		
Town of Abingdon	Cumberland Plateau Regional Waste Management Authority	Craig-New Castle Solid Waste Authority	Falls Church City Public Schools	Grayson County		
Town of Alberta	Danville Redevelopment and Housing Authority	Crater District Area Agency on Aging/Foster Grandparent Program, Inc.	Fauquier County Public Schools	Greene County		
Town of Altavista	Danville-Pittsylvania County Regional Industrial Facilities Authority	Culpeper Soil and Water Conservation District	Fauquier County Public Schools	Greensville County		
Town of Amherst	Dickenson County Industrial Development Authority	Cumberland Plateau Planning District Commission	Floyd County Public Schools	Halifax County		
Town of Appomattox	Dickenson County Public Service Authority	Cumbarland Plateau Regional Housing Authority	Fluvanna County Public Schools	Hamover County		
Town of Ashland	Dinwiddie Airport and Industrial Authority	Cumbarland Plateau Regional Waste Management Authority	Franklin City Schools	Henry County		
Town of Bedford	Dinwiddie County Water Authority	Danville Redevelopment and Housing Authority	Franklin County Public Schools	Henry County Public Service Authority		
Town of Berryville	District Three Governmental Cooperative	Danville-Pittsylvania County Regional Industrial Facilities Authority	Frederick County Public Schools	Highland County		
Town of Big Stone Gap	Dryden Water Authority	Danville-Pittsylvania County Regional Industrial Facilities Authority	Fredericksburg City Public Schools	Isle of Wight County		
Town of Blacksburg	Eastern Shore of Virginia Broadband Authority	Dickenson County Industrial Development Authority	Galax City Public Schools	James City County		
Town of Bluefield	Essex County Industrial Development Authority	Dickenson County Public Service Authority	Giles County Public Schools	King and Queen County		
Town of Boones Mill	Fairfax County Economic Development Authority	Dinwiddie Airport and Industrial Authority	Gloucester County Public Schools	King George County		
Town of Bowling Green	Fairfax County Park Authority	Dinwiddie County Water Authority	Goochland County Public Schools	King George County Service Authority		
Town of Boyce	Fairfax County Redevelopment and Housing Authority	District Three Governmental Cooperative	Grayson County Public Schools	King William County		
Town of Boydton	Fairfax County Water Authority	Dryden Water Authority	Greene County Schools	Lancaster County		
Town of Bridgewater	Fauquier County Water and Sanitation Authority	Eastern Shore of Virginia Broadband Authority	Greensville County Public Schools	Lee County		
Town of Broadway	Floyd County Economic Development Authority	Essex County Industrial Development Authority	Gloucester County Public Schools	Loudoun County		
Town of Brodnax	Floyd-Floyd County Public Service Authority	Fairfax County Economic Development Authority	Goochland County Public Schools	Louisia County		
Town of Brookneal	Franklin Redevelopment and Housing Authority	Fairfax County Park Authority	Grayson County Public Schools	Lunenburg County		
Town of Buchanan	Frederick County Sanitation Authority	Fairfax County Redevelopment and Housing Authority	Greene County Schools	Madison County		
Town of Burkeville	Fredericksburg Stafford Park Authority	Fairfax County Water Authority	Greensville County Public Schools	Mathews County		
Town of Cape Charles	Frederick-Winchester Service Authority	Fauquier County Water and Sanitation Authority	Halifax County Public Schools	Mecklenburg County		
Town of Cedar Bluff	Front Royal-Warren County Economic Development Authority	Floyd County Economic Development Authority	Hampton City Schools	Middlesex County		
Town of Charlotte Court House	Ft. Monroe Authority	Floyd-Floyd County Public Service Authority	Hanover County Public Schools	Montgomery County		
Town of Chase City	Giles County Public Service Authority	Frederick County Sanitation Authority	Harrisonburg City Public Schools	Nelson County		
Town of Chatham	Greensville County Water and Sewer Authority	Fredericksburg Stafford Park Authority	Henrico County Public Schools	New Kent County		
Town of Cheriton	Halifax County Industrial Development Authority	Frederick-Winchester Service Authority	Henry County Public Schools	Northampton County		
Town of Chilhowie	Halifax County Service Authority	Front Royal-Warren County Economic Development Authority	Highland County Public Schools	Northumberland County		
Town of Chincoteague	Hampton Redevelopment and Housing Authority	Ft. Monroe Authority	Hopewell Public Schools	Nottoway County		
Town of Christiansburg	Hampton Roads Planning District Commission	Giles County Public Service Authority	Imagine Schools	Orange County		
Town of Claremont	Hampton Roads Regional Jail Authority	Gloucester County Public Schools	Isle of Wight County Schools	Page County		
Town of Clarksville	Hampton Roads Sanitation District	Gloucester County Public Schools	Isle of Wight County Schools	Patrick County		
Town of Clifton	Harrisonburg Redevelopment and Housing Authority	Goochland County Public Schools	King and Queen County Public Schools	Pittsylvania County		
Town of Clifton Forge	Harrisonburg-Rockingham Regional Sewer Authority	Grayson County Public Schools	King George County Public Schools	Pittsylvania County Service Authority		
Town of Clinchco	Headwaters Soil and Water Conservation District	Greene County Schools	King William County Public Schools	Powhatan County		
Town of Clintwood	Hopewell Redevelopment and Housing Authority	Greensville County Public Schools	Lee County Public Schools	Prince Edward County		
Town of Coeburn	James River Water Authority	Halifax County Public Schools	Lee County Public Schools	Prince George County		
Town of Colonial Beach	John Flannagan Water Authority	Lancaster County Public Schools	Lexington City Schools	Prince William County		
Town of Columbia	Joint Public Service Authority	Lancaster County Public School System	Loudoun County Public Schools	Prince William County Service Authority		
Town of Courtland	Lee County Industrial Development Authority	Lee County Public Schools	Louisia County Public Schools	Pulaski County		
Town of Craigsview	Lee County Public Service Authority	Lancaster County Public Schools	Lynchburg City Schools	Rappahannock County		
Town of Crewe	LENOWISCO Planning District Commission	Lancaster County Public Schools	Madison County Public Schools	Richmond County		
Town of Culpeper	Lord Fairfax Soil and Water Conservation District	Lee County Public Schools	Manassas City Public Schools	Roanoke County		
Town of Damascus	Loudoun County Sanitation Authority	Lee County Public Schools	Manassas Park City Schools	Rockbridge County		
Town of Dayton	Loudoun County Water Authority	Lee County Public Schools	Martinsville Public Schools	Rockbridge County Public Service Authority		
Town of Dendron	Lynchburg Redevelopment and Housing Authority	Lee County Public Schools	Mathews County School District	Rockingham County		
Town of Dilwyn	Marion Redevelopment and Housing Authority	Lee County Public Service Authority	Mecklenburg County Public Schools	Russell County		
Town of Drakes Branch	Maury Service Authority	LENOWISCO Planning District Commission	Middlesex County Public Schools			
Town of Dublin	Mecklenburg-Brunswick Regional Airport Authority	Lord Fairfax Soil and Water Conservation District	Montgomery County Public Schools			
Town of Dumfries	Meherrin River Regional Jail Authority	Lord Fairfax Soil and Water Conservation District	Nelson County Public Schools			
Town of Dungsannon	Middle Peninsula Regional Airport Authority	Lord Fairfax Soil and Water Conservation District	New Kent County Schools			
			Newport News Public Schools			
			Norfolk Public Schools			
			Northampton County School District			
			Northumberland County Public Schools			
			Norton City Public Schools			
			Nottoway County Public Schools			
			Orange County Public Schools			

City/Town

Town of Elkton
Town of Exmore
Town of Farmville
Town of Fincastle
Town of Floyd
Town of Fries
Town of Front Royal
Town of Gate City
Town of Glade Spring
Town of Glasgow
Town of Glen Lyn
Town of Gordonsville
Town of Goshen
Town of Gretna
Town of Grotoes
Town of Halifax
Town of Hamilton
Town of Haymarket
Town of Hayti
Town of Herndon
Town of Hillsville
Town of Honaker
Town of Hurt
Town of Independence
Town of Iron Gate
Town of Irvington
Town of Jonesville
Town of Kenbridge
Town of Keyville
Town of Kilmarnock
Town of La Crosse
Town of Lawrenceville
Town of Leesburg
Town of Louisa
Town of Lovettsville
Town of Luray
Town of Marion
Town of Middleburg
Town of Middletown
Town of Mineral
Town of Monterey
Town of Montross
Town of Mt. Jackson
Town of Narrows
Town of New Castle
Town of New Market
Town of Nickelsville
Town of Occoquan
Town of Onancock
Town of Orange
Town of Pamplin City
Town of Parkley
Town of Pearisburg
Town of Pembroke
Town of Pennington Gap
Town of Phenix
Town of Pocahontas
Town of Pound
Town of Pulaski
Town of Purcellville
Town of Quantico
Town of Remington
Town of Rich Creek
Town of Richlands
Town of Ridgeway
Town of Rocky Mount
Town of Round Hill
Town of Rural Retreat
Town of Saltville
Town of Scottsville
Town of Shenandoah
Town of Smithfield
Town of South Boston
Town of South Hill
Town of St. Paul
Town of Stanley
Town of Stephens City
Town of Strasburg
Town of Stuart
Town of Tangier
Town of Tappahannock
Town of Tazewell
Town of Timberville
Town of Troutville
Town of Urbanna
Town of Victoria
Town of Vienna
Town of Vinton
Town of Wakefield
Town of Warrenton
Town of Warsaw
Town of Washington
Town of Waverly
Town of West Point
Town of White Stone
Town of Windsor
Town of Woodstock
Town of Wytheville

Special Districts

Montgomery County Public Service Authority
Montgomery Regional Solid Waste Authority
Mt. Rogers Planning District Commission
New River Regional Water Authority
New River Resource Authority
New River Valley Planning District Commission
New River Valley Regional Jail Authority
Newport News Redevelopment and Housing Authority
Nicholas County Solid Waste Authority
Norfolk Airport Authority
Norfolk Economic Development Authority
Norfolk Redevelopment and Housing Authority
Northern Neck Planning District Commission
Northern Virginia Regional Park Authority
Northern Virginia Transportation Authority
Northwestern Regional Jail Authority
NRV Regional Water Authority
Pamunkey Regional Jail Authority
Patrick County Economic Development Authority
Pepper's Ferry Regional Wastewater Treatment Authority
Petersburg Redevelopment and Housing Authority
Peumansend Creek Regional Jail Authority
Piedmont Soil and Water Conservation District
Planning District One Behavioral Health Services
Portsmouth Redevelopment and Housing Authority
Prince William County Park Authority
Pulaski County Public Service Authority
Pulaski County Sewerage Authority
Radford Industrial Development Authority
Randolph County Water, Sewer and Fire Protection Authority
Rapidan Service Authority
Rappahannock Regional Jail Authority
Rappahannock-Shenandoah-Warren Regional Jail Authority
Region 2000 Services Authority
Richmond Behavioral Health Authority
Richmond Hospital Authority
Richmond Metropolitan Authority
Richmond Redevelopment and Housing Authority
Richmond Regional Planning District Commission
Rivanna Solid Waste Authority
Rivanna Water and Sewer Authority
Riverside Regional Jail Authority
Roanoke Redevelopment and Housing Authority
Roanoke River Service Authority
Roanoke Valley Broadband Authority
Roanoke Valley Resource Authority
Robert E. Lee Soil and Water Conservation District
Rockbridge Area Network Authority
Rockbridge County Solid Waste Authority
Russell County Industrial Development Authority
Russell County Public Service Authority
Scott County Economic Development Authority
Scott County Redevelopment and Housing Authority
Shenandoah Valley Soil and Water Conservation District
Smyth County Industrial Development Authority
Smyth Washington Regional Industrial Facilities Authority
South Central Wastewater Authority
Southeastern Public Service Authority
Southside Planning District
Southside Regional Jail Authority
Southwest Regional Recreation Authority
Southwest Virginia Regional Jail Authority
Suffolk Redevelopment and Housing Authority
Tappahannock Essex County Airport Authority
Tazewell County Airport Authority
Tazewell County Industrial Development Authority
Tazewell County Public Service Authority
Tazewell County Public Service Authority
Thomas Jefferson Planning District Commission
Thomas Jefferson Soil and Water Conservation District
Toms Brook-Mauertown Sanitary District
Upper Occoquan Service Authority
Valley Municipal Utility District No. 2
Vint Hill Economic Development Authority
Virginia Beach Development Authority
Virginia Commercial Space Flight Authority
Virginia Highlands Airport Authority
Virginia Housing Development Authority
Virginia Peninsulas Public Service Authority
Virginia Port Authority
Virginia Resources Authority
Virginia Tech/Montgomery Regional Airport Authority
Virginia/Carolina Water Authority
Virginia's First Regional Industrial Facility Authority
Washington County Industrial Development Authority
Washington County Service Authority
Waynesboro Economic Development Authority
Waynesboro Redevelopment and Housing Authority
West Piedmont Planning District
Western Virginia Water Authority
Williamsburg Area Transit Authority
Winchester Regional Airport Authority
Wired Road Authority
Wise County Public Service Authority
Wise County Redevelopment and Housing Authority
Woodway Water and Sewer Authority
Wytheville Redevelopment and Housing Authority

Public K-12

Page County Public Schools
Patrick County Public Schools
Petersburg City Public Schools
Pittsylvania County School District
Poquoson City Public Schools
Portsmouth Public Schools
Powhatan County Public Schools
Prince Edward County Schools
Prince George County Public Schools
Prince William County Schools
Pulaski County Public Schools
Radford City Schools
Rappahannock County Public Schools
Richmond City Public Schools
Richmond County Public Schools
Roanoke City Public Schools
Roanoke County Public Schools
Rockbridge County Schools
Rockingham County Public Schools
Russell County Public Schools
Salem City Schools
Scott County Public Schools
Shenandoah County Public Schools
Smyth County Public Schools
Southampton County Public Schools
Spotsylvania County Public Schools
Stafford County Public Schools
Staunton City Schools
Suffolk Public Schools
Surry County Public Schools
Sussex County Public Schools
Tazewell County Public Schools
Virginia Beach City Public Schools
Warren County Public Schools
Washington County School District
Waynesboro Public Schools
West Point Public Schools
Westmoreland County Public Schools
Williamsburg-James City County Public Schools
Winchester Public Schools
Wise County Public Schools
Wythe County Public Schools
York County Public Schools

County

Scott County Public Service Authority
Shenandoah County
Smyth County
Southampton County
Spotsylvania County
Stafford County
Surry County
Sussex County
Tazewell County
Tri-County Lake Administrative Commission
Warren County
Washington County
Westmoreland County
Wise County
Wythe County
York County

Public Higher Education**State****Townships**

SOURCEWELLSM (Formerly NJPA) AWARDED VENDOR
REQUIRED FEMA TERMS AND CONDITIONS CERTIFICATION

Procurements by SourcewellSM (Formerly NJPA) or Sourcewell Members utilizing funds under a federal grant or contract funded all or in part by the Federal Emergency Management Agency (FEMA) may be subject to specific federal laws, regulations, and requirements in addition to those under other federal, state and local laws. This may include, but is not limited to, the procurement standards of the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, Title 44 of the Code of Federal Regulations, Part 13 (44 CFR Part 13).

The terms included in this section express Vendors willingness and ability to comply with certain requirements which may be applicable to specific Sourcewell Member purchases using FEMA grant or contract dollars. Sourcewell Members may also require Proposers to enter into ancillary agreements, in addition to the Sourcewell contract's general terms and conditions, to address a Member's specific contractual needs, including contract requirements for a procurement using FEMA grants or contracts. Sourcewell reserves the right at any time within a contract term to require an awarded Vendor to reaffirm or resubmit proper documentation relating to these requirements.

Note: The numbering and identification contained within this section is only for reference purposes and does not identify any actual Federal designation or location of the rule. Rules are located in 44 CFR Part 13.

(A) Pursuant to 44 CFR 13.36(i)(1), Sourcewell is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Vendor's compliance with the terms of the request for proposal and contract award, including but not limited to those remedies set forth at 44 CFR 13.43.

Vendor Agrees (YES or NO)

Initials of Authorized Representative

(B) Pursuant to 44 CFR 13.36(i)(2), Sourcewell may terminate the contract award for cause or convenience in accordance with the procedures set forth in the request for proposal and contract award and those provided by 44 CFR 13.44.

Vendor Agrees (YES or NO)

Initials of Authorized Representative

(C) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Vendor shall comply with the following federal laws during the term of an award for this contract by Sourcewell:

- a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
- b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
- c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
- d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);
- e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and

f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Vendor Agrees (YES or NO)	Initials of Authorized Representative
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(D) Pursuant to 44 CFR 13.36(i)(7), Vendor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.

Vendor Agrees (YES or NO)	Initials of Authorized Representative
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(E) Pursuant to 44 CFR 13.36(i)(8), Vendor agrees to the following provisions regarding patents:

a. During the term of an award for this contract by Sourcewell, all rights to inventions and/or discoveries that arise or are developed, in the course of or under this request for proposal and contract award, shall belong to the Sourcewell Member and be disposed of in accordance with their policy. Sourcewell and Sourcewell members, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.

Vendor Agrees (YES or NO)	Initials of Authorized Representative
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(F) Pursuant to 44 CFR 13.36(i)(9), Vendor agrees to the following provisions, regarding copyrights:

a. During the term of an award for this contract by Sourcewell, any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:

- (1) The copyright in any work developed under a grant or contract; and
- (2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.

Vendor Agrees (YES or NO)	Initials of Authorized Representative
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(G) Pursuant to 44 CFR 13.36(i)(10), Vendor shall maintain any books, documents, papers, and records of the Vendor which are directly pertinent to this request for proposal and contract award. At any time during normal business hours and as often as Sourcewell or Sourcewell Members deems necessary, Vendor shall permit Sourcewell or Sourcewell Member, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions

Vendor Agrees (YES or NO)	Initials of Authorized Representative
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(H) Pursuant to 44 CFR 13.36(i)(11), Vendor shall retain all required records for three years after FEMA or Sourcewell or Sourcewell Members makes final payments and all other pending matters are closed. In addition, Vendor shall comply with record retention requirements set forth in 44 CFR 13.42

Vendor Agrees (YES or NO)

Initials of Authorized Representative

Vendor agrees to comply with federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that Vendor certifies compliance with provisions, laws, acts, regulations, etc. as noted above.

This certification shall be effective through the term of the Vendor's Sourcewell awarded contract.

Vendor: _____

Contract number: _____

Category: _____

Maturity date: _____

Address: _____

City, state, zip code: _____

Phone number: _____

Printed name and title of
authorized representative: _____

Signature of authorized
representative: _____

Date: _____

ADDENDUM ONE (1)
to that certain
Sourcewell RFP #032119
Issued by
Sourcewell SM (Formerly NJPA)
for the procurement of



**HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES,
ATTACHMENTS, AND SUPPLIES**

Consider the following to be part of the above-titled RFP: Appendices B, C and D.

Appendices B, C and D, referenced as items 13, 14 and 15 respectively in the RFP Table of Contents, were erroneously omitted from the version of the RFP document originally published on the Sourcewell website and provided to inquirers. **Appendices B, C and D** are attached to this Addendum, and have now been added to the posted version of the RFP document.

Acknowledgment of Addendum One (1) to RFP #032119 emailed on February 21, 2019.

COMPANY NAME: _____
SIGNATURE: _____
DATE: _____

Please include this signed Addendum with your RFP response.



Appendix B - Political Subdivision List
for HI, ID, OR, SC, UT, WA

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
County	County	County	County	County	County
Hawaii County	Ada County	Baker County	Abbeville County	Beaver County	Adams County
Kauai County	Adams County	Benton County	Aiken County	Box Elder County	Asotin County
Municipality	Bannock County	Central Oregon Intergovernmental Council	Allendale County	Cache County	Benton County
City and County of Honolulu	Bear Lake County	Clackamas County	Anderson County	Carbon County	Chelan County
Higher Education	Beneviah County	Clackamas County Service District No. 1	Bamberg County	Daggett County	Clallam County
Hawaii Community College	Bingham County	Clatsop County	Barnwell County	Davis County	Clark County
Honolulu Community College	Blaine County	Columbia County	Beaufort County	Duchesne County	Columbia County
University of Hawaii	Boise County	Coos County	Berkeley County	Duchesne County Special Service District No. 2	Cowlitz County
University of Hawaii Research Corporation	Bonner County	Crook County	Calhoun County	Emery County	Douglas County
Windward Community College	Bonneville County	Curry County	Catawba Regional Council of Governments	Five County Association of Governments	Ferry County
Education (K-12)	Boundary County	Deschutes County	Central Midlands Council of Governments	Garfield County	Franklin County
Hanalei Schools	Butte County	Douglas County	Charleston County	Grand County	Garfield County
Kamehameha Schools	Camas County	Gilliam County	Cherokee County	Iron County	Grant County
Special District	Canyon County	Grant County	Chester County	Juab County	Grays Harbor County
Hawaii Community Development Authority	Caribou County	Harney County	Chesterfield County	Kane County	Island County
Hawaii Public Housing Authority	Cassia County	Hood River County	Clarendon County	Millard County	Jefferson County
Hawaii Tourism Authority	Clark County	Jackson County	Colleton County	Morgan County	King County
Honolulu Authority for Rapid Transportation	Clearwater County	Jefferson County	Darlington County	Piute County	King County Directors' Association
Natural Energy Laboratory of Hawaii Authority	Custer County	Josephine County	Dillon County	Rich County	Kitsap County
State	Elmore County	Klamath County	Dorchester County	Salit Lake County	Kittitas County
Hawaii Department of Accounting and General Services	Franklin County	Lake County	Edgefield County	San Juan County	Klickitat County
Hawaii Department of Finance and Administration	Fremont County	Lane Council of Governments	Fairfield County	Sanpete County	Lewis County
Hawaii Department of Health	Gem County	Lane County	Florence County	Sevier County	Lincoln County
Hawaii Employer-Union Health Benefits Trust Fund	Gooding County	Lincoln County	Georgetown County	Summit County	Mason County
Hawaii Health Systems Corporation	Idaho County	Linn County	Greenville County	Tooele County	Okanogan County
State Of Hawaii	Jefferson County	Malheur County	Greenwood County	Uintah County	Pacific County
	Jerome County	Marion County	Hampton County	Utah County	Pend Oreille County
	Kootenai County	Marion County Housing Authority	Horry County	Wasatch County	Pierce County
	Latah County	Morrow County	Jasper County	Washington County	San Juan County
	Lemhi County	Multnomah County	Kershaw County	Wayne County	Skagit County
	Lewis County	Polk County	Lancaster County	Weber County	Skamania County
	Lincoln County	Sherman County	Laurens County	Municipality	Snohomish County
	Madison County	Tillamook County	Lee County	Centerfield City	Spokane County
	Minidoka County	Umatilla County	Lexington County	City of Alpine City	Stevens County
	Nez Perce County	Union County	Lower Savannah Council of Governments	City of American Fork	Thurston County
	Oneida County	Wallowa County	Marion County	City of Aurora	Thurston Regional Planning Council
	Owyhee County	Wasco County	Marlboro County	City of Ballard	Wahkiakum County
	Payette County	Washington County	McCormick County	City of Beaver	Walla Walla County
	Power County	Wheeler County	Newberry County	City of Blanding	Whatcom County
	Shoshone County	Yamhill County	Oconee County	City of Bluffdale	Whitman County
	Teton County	Municipality	Orangeburg County	City of Bountiful	Yakima County
	Twin Falls County	City of Adair Village	Pickens County	City of Brigham	Yakima County Public Services
	Valley County	City of Adrian	Richland County	City of Castle Dale	Yakima Valley Conference of Governments
	Washington County	City of Albany	Saluda County	City of Cedar City	Municipality
	Municipality	City of Amity	Spartanburg County	City of Cedar Hills	City of Aberdeen
	City of Aberdeen	City of Arlington	Sumter County	City of Centerville	City of Airway Heights
	City of Albion	City of Ashland	Union County	City of Clearfield	City of Algona
	City of American Falls	City of Astoria	Williamsburg County	City of Clinton	City of Anacortes
	City of Ammon	City of Athena	York County	City of Coalville	City of Arlington
	City of Arco	City of Aumsville	Municipality	City of Colorado City	City of Asotin
	City of Arimo	City of Aurora	City of Abbeville	City of Corinne City	City of Auburn
	City of Ashton	City of Baker City	City of Aiken	City of Cottonwood Heights	City of Bainbridge Island
	City of Athol	City of Bandon	City of Anderson	City of Delta	City of Battle Ground
	City of Atomic City	City of Banks	City of Barnwell	City of Draper	City of Bellevue
	City of Bancroft	City of Bay City	City of Beaufort	City of Duchesne	City of Bellingham
	City of Bellevue	City of Beaverton	City of Belton	City of East Carbon	City of Benton City
	City of Blackfoot	City of Bend	City of Bennettsville	City of Elk Ridge	City of Blingen
	City of Bliss	City of Boardman	City of Bishopville	City of Elmo	City of Black Diamond
	City of Bloomington	City of Brookings	City of Camden	City of Enoch	City of Blaine
	City of Boise	City of Brownsville	City of Cayce	City of Enterprise	City of Bonney Lake
	City of Bonners Ferry	City of Burns	City of Charleston	City of Ephraim	City of Bothell
	City of Boswell	City of Canby	City of Chesnee	City of Escalante	City of Bremerton
	City of Buhl	City of Cannon Beach	City of Chester	City of Eureka	City of Brewster
	City of Burley	City of Canyonville	City of Clemson	City of Fairview	City of Bridgeport
	City of Caldwell	City of Carlton	City of Clinton	City of Farmington	City of Brier
	City of Cambridge	City of Cascade Locks	City of Columbia	City of Farr West	City of Buckley
	City of Carey	City of Cave Junction	City of Conway	City of Ferron	City of Burien
	City of Cascade	City of Central Point	City of Darlington	City of Fillmore	City of Burlington
	City of Castleford	City of Chiloquin	City of Denmark	City of Fountain Green	City of Camas
	City of Challis	City of Clatskanie	City of Dillon	City of Fruit Heights	City of Carnation
	City of Chubbuck	City of Coburg	City of Easley	City of Garland	City of Cashmere
	City of Clayton	City of Columbia City	City of Florence	City of Grantsville	City of Castle Rock
	City of Clifton	City of Condon	City of Folly Beach	City of Green River	City of Centralia
	City of Coeur d'Alene	City of Coos Bay	City of Forest Acres	City of Gunnison	City of Chehalis
	City of Council	City of Coquille	City of Fountain Inn	City of Harrisville	City of Chelan
	City of Craigmont	City of Cornelius	City of Gaffney	City of Heber City	City of Cheney
	City of Crouch	City of Corvallis	City of Georgetown	City of Helper City	City of Chewelah

City of Culasac	City of Cottage Grove	City of Goose Creek	City of Herriman	City of Clarkston
City of Dalton Gardens	City of Cove	City of Greenville	City of Highland	City of Cle Elum
City of Dayton	City of Creswell	City of Greenwood	City of Hildale	City of Clyde Hill
City of Deary	City of Culver	City of Groer	City of Holladay	City of Colfax
City of Dietrich	City of Dallas	City of Hanahan	City of Honeyville	City of College Place
City of Donnelly	City of Damascus	City of Hardeeville	City of Hooper	City of Colville
City of Dover	City of Dayton	City of Hartsville	City of Huntington	City of Connell
City of Downey	City of Dayville	City of Inman	City of Hurricane	City of Cosmopolis
City of Driggs	City of Depoe Bay	City of Isle of Palms	City of Hyde Park	City of Covington
City of Dubois	City of Detroit	City of Johnsonville	City of Hyrum	City of Davenport
City of Eagle	City of Donald	City of Lake City	City of Irwin	City of Dayton
City of Eden	City of Drain	City of Lancaster	City of Kamas	City of Deer Park
City of Elk River	City of Dundee	City of Landrum	City of Kanab	City of Des Moines
City of Emmett	City of Dunes City	City of Laurens	City of Kaysville	City of DuPont
City of Fairfield	City of Durham	City of Liberty	City of La Verkin	City of Duval
City of Fernan Lake Village	City of Eagle Point	City of Lorin	City of Layton	City of East Wenatchee
City of Filer	City of Echo	City of Manning	City of Lehi	City of Edgewood
City of Firth	City of Elgin	City of Marion	City of Lewiston	City of Edmonds
City of Franklin	City of Enterprise	City of Mauldin	City of London	City of Electric City
City of Fruitland	City of Estacada	City of Mullins	City of Logan	City of Elensburg
City of Garden City	City of Eugene	City of Myrtle Beach	City of Mantoloking	City of Elma
City of Genesee	City of Fairview	City of New Ellenton	City of Mapleton	City of Entiat
City of Georgetown	City of Falls City	City of Newberry	City of Marriott-Slaterville	City of Enumclaw
City of Glenns Ferry	City of Florence	City of North Augusta	City of Mendon	City of Ephrata
City of Gooding	City of Forest Grove	City of North Charleston	City of Midvale	City of Everett
City of Grace	City of Fossil	City of North Myrtle Beach	City of Midway	City of Everson
City of Grand View	City of Garibaldi	City of Orangeburg	City of Milford	City of Federal Way
City of Grangeville	City of Gaston	City of Pickens	City of Millville	City of Ferndale
City of Greenleaf	City of Gates	City of Rock Hill	City of Moab	City of File
City of Hagerman	City of Gearhart	City of Seneca	City of Mona	City of Fircrest
City of Hailey	City of Gervais	City of Simpsonville	City of Monroe	City of Forks
City of Hansen	City of Gladstone	City of Spartanburg	City of Monticello	City of George
City of Harrison	City of Glendale	City of Sumter	City of Morgan	City of Gig Harbor
City of Hayden	City of Gold Beach	City of Tega Cay	City of Moroni	City of Gold Bar
City of Hazelton	City of Gold Hill	City of Travelers Rest	City of Mt. Pleasant City	City of Goldendale
City of Heyburn	City of Grants Pass	City of Union	City of Murray	City of Grand Coulee
City of Hollister	City of Greenhorn	City of Wailuku	City of Mylton	City of Grandview
City of Homedale	City of Gresham	City of Walterboro	City of Naples	City of Granger
City of Hope	City of Haines	City of Wellford	City of Nephi	City of Granite Falls
City of Horseshoe Bend	City of Halfway	City of West Columbia	City of Nibley	City of Harrington
City of Huetter	City of Halsey	City of Westminster	City of North Logan	City of Hoquiam
City of Idaho City	City of Happy Valley	City of Woodruff	City of North Ogden	City of Ilwaco
City of Idaho Falls	City of Harrisburg	City of York	City of North Salt Lake	City of Issaquah
City of Inkom	City of Helix	Town of Allendale	City of Oakley	City of Kahlstus
City of Island Park	City of Heppner	Town of Andrews	City of Ogden	City of Kalama
City of Jerome	City of Hermiston	Town of Atlantic Beach	City of Orangeville	City of Kelso
City of Juliaetta	City of Hillsboro	Town of Awendaw	City of Orem	City of Kenmore
City of Kamiah	City of Hines	Town of Aynor	City of Panguitch	City of Kennewick
City of Kellogg	City of Hood River	Town of Batesburg-Leesville	City of Park City	City of Kent
City of Kendrick	City of Hubbard	Town of Bethune	City of Parowan	City of Kettle Falls
City of Ketchum	City of Huntington	Town of Blacksburg	City of Payson	City of Kirkland
City of Kimberly	City of Idanha	Town of Blackville	City of Perry	City of Kittitas
City of Kooskia	City of Imbler	Town of Blenheim	City of Plain City	City of La Center
City of Kuna	City of Independence	Town of Bluffton	City of Pleasant Grove	City of Lacey
City of Lapwai	City of Irrigon	Town of Blythewood	City of Pleasant View	City of Lake Forest Park
City of Lava Hot Springs	City of Island City	Town of Bowman	City of Price	City of Lake Stevens
City of Lewiston	City of Jacksonville	Town of Branchville	City of Providence	City of Lakewood
City of Mackay	City of Jefferson	Town of Briarcliffe Acres	City of Provo	City of Langley
City of Malad City	City of John Day	Town of Brunson	City of Richfield	City of Leavenworth
City of Marsing	City of Johnson City	Town of Calhoun Falls	City of Richmond	City of Liberty Lake
City of McCall	City of Joseph	Town of Cameron	City of River Heights	City of Long Beach
City of McCammon	City of Junction City	Town of Campobello	City of Riverdale	City of Longview
City of Melba	City of Keizer	Town of Central	City of Riverton	City of Lynden
City of Menan	City of King City	Town of Chapin	City of Roosevelt	City of Lynnwood
City of Meridian	City of Klamath Falls	Town of Cheraw	City of Roy	City of Mabton
City of Middleton	City of La Grande	Town of Chesterfield	City of Salem	City of Maple Valley
City of Midvale	City of La Pine	Town of Clio	City of Salina	City of Marysville
City of Moscow	City of Lafayette	Town of Clover	City of Salt Lake City	City of Mattawa
City of Mountain Home	City of Lake Oswego	Town of Cottageville	City of Sandy	City of McCleary
City of Mullan	City of Lakeside	Town of Coward	City of Santa Clara	City of Medical Lake
City of Murtaugh	City of Lebanon	Town of Cowpens	City of Santaquin	City of Medina
City of Nampa	City of Lincoln City	Town of Denmark	City of Saratoga Springs	City of Mercer Island
City of New Meadows	City of Lonerock	City of Donalds	City of Smithfield City	City of Mesa
City of New Plymouth	City of Lostine	Town of Due West	City of South Jordan	City of Mill Creek
City of Newdale	City of Lowell	Town of Duncan	City of South Ogden	City of Milton
City of Nezperce	City of Lyons	Town of Eastover	City of South Salt Lake City	City of Monroe
City of Notus	City of Madras	Town of Edgefield	City of South Weber	City of Montesano
City of Orofino	City of Malin	Town of Edisto Beach	City of Spanish Fork	City of Morton
City of Osburn	City of Manzanita	Town of Ehrhardt	City of Spring City	City of Moses Lake
City of Parker	City of Maupin	Town of Elgin	City of Springfield	City of Mossyrock
City of Parma	City of McMinnville	Town of Ellorree	City of St. George	City of Mountlake Terrace
City of Paul	City of Medford	Town of Estill	City of Sunnyside	City of Moxee
City of Payette	City of Metolius	Town of Eutawville	City of Sunset	City of Mt. Vernon
City of Pierce	City of Mill City	Town of Fairfax	City of Syracuse	City of Mukilteo
City of Pinehurst	City of Millersburg	Town of Ft. Mill	City of Taylorsville	City of Napavine
City of Plummer	City of Milton-Freewater	Town of Furman	City of Tooele	City of Newcastle
City of Pocatello	City of Milwaukie	Town of Gaston	City of Toggerville	City of Newport
City of Ponderay	City of Modalla	Town of Gifford	City of Tremonton	City of Nooksack
City of Post Falls	City of Monmouth	Town of Gilbert	City of Tropic	City of Normandy Park
City of Potlatch	City of Monroe	Town of Govan	City of Uintah	City of North Bend
City of Preston	City of Monument	Town of Gray Court	City of Vernal	City of North Bonneville
City of Priest River	City of Moro	Town of Great Falls	City of Washington	City of Oak Harbor
City of Rathdrum	City of Mosier	Town of Greeleyville	City of Washington Terrace	City of Oakville
City of Reubens	City of Mt. Angel	Town of Hampton	City of Wellington	City of Ocean Shores

Idaho	Oregon	South Carolina	Utah	Washington
City of Rexburg	City of Mt. Vernon	Town of Harleyville	City of Wellsville	City of Okanogan
City of Richfield	City of Myrtle Creek	Town of Heath Springs	City of Wendover	City of Olympia
City of Rigby	City of Myrtle Point	Town of Hemingway	City of West Bountiful	City of Omak
City of Riggsby	City of Nehalem	Town of Hills	City of West Haven City	City of Oroville
City of Ririe	City of Newberg	Town of Hilton Head Island	City of West Jordan	City of Orting
City of Roberts	City of Newport	Town of Hodges	City of West Point	City of Othello
City of Rockland	City of North Bend	Town of Holly Hill	City of West Valley City	City of Pacific
City of Rupert	City of North Plains	Town of Hollywood	City of Willard	City of Palouse
City of Salmon	City of North Powder	Town of Honea Path	City of Woodland Hills	City of Pasco
City of Sandpoint	City of Nyssa	Town of Irmo	City of Woods Cross	City of Pateros
City of Shelley	City of Oakland	Town of Iva	Town of Alta	City of Pomeroy
City of Shoshone	City of Oakridge	Town of Jackson	Town of Altamont	City of Port Angeles
City of Smelterville	City of Ontario	Town of James Island	Town of Alton	City of Port Orchard
City of Soda Springs	City of Oregon City	Town of Jamestown	Town of Amalgia	City of Port Townsend
City of Spirit Lake	City of Paisley	Town of Jefferson	Town of Annabella	City of Poulsbo
City of St. Anthony	City of Pendleton	Town of Jenkinsville	Town of Antimony	City of Prosser
City of St. Charles	City of Philomath	Town of Johnston	Town of Apple Valley	City of Pullman
City of Stanley	City of Phoenix	Town of Jonesville	Town of Ballard	City of Puyallup
City of Star	City of Pilot Rock	Town of Kershaw	Town of Bear River City	City of Quincy
City of Slaters	City of Port Orford	Town of Kiawah Island	Town of Bicknell	City of Rainier
City of Sugar City	City of Portland	Town of Kingstree	Town of Big Water	City of Raymond
City of Sun Valley	City of Powers	Town of Lake View	Town of Boulder	City of Redmond
City of Tensed	City of Prairie City	Town of Lamar South Carolina	Town of Brian Head	City of Renton
City of Tetonia	City of Prineville	Town of Lane	Town of Bryce Canyon City	City of Republic
City of Troy	City of Rainier	Town of Latta	Town of Cannonville	City of Richland
City of Twin Falls	City of Redmond	Town of Lexington	Town of Castle Valley	City of Ridgefield
City of Ucon	City of Reedsport	Town of Lincolnville	Town of Cedar Fort	City of Ritzyville
City of Victor	City of Richland	Town of Little Mountain	Town of Centerfield	City of Rock Island
City of Wallace	City of Riddle	Town of Lockhart	Town of Central Valley	City of Roslyn
City of Weippe	City of Rockaway Beach	Town of Lyman	Town of Circleville	City of Roy
City of Weiser	City of Rogue River	Town of Lynchburg	Town of Clarkston	City of Royal City
City of Wendell	City of Roseburg	Town of Mayesville	Town of Clawson	City of Sammamish
City of Weston	City of Rufus	Town of McBee	Town of Cleveland	City of SeaTac
City of White Bird	City of Salem	Town of McClellanville	Town of Cornish	City of Seattle
City of Wilder	City of Sandy	Town of McCol	Town of Daniel	City of Sedro-Woolley
City of Winchester	City of Scappoose	Town of McCormick	Town of Deweyville	City of Selah
Higher Education	City of Scio	Town of Meggett	Town of Eagle Mountain	City of Sequim
Boise State University	City of Scotts Mills	Town of Moncks Corner	Town of Elmo	City of Shelton
College of Southern Idaho	City of Seaside	Town of Mt. Pleasant	Town of Elsinore	City of Shoreline
College of Western Idaho	City of Seneca	Town of Neeses	Town of Elwood	City of Snohomish
Eastern Idaho Technical College	City of Shady Cove	Town of New Ellenton	Town of Emery	City of Snoqualmie
Idaho Division of Professional Technical Education	City of Sheridan	Town of Nichols	Town of Fairfield	City of Soap Lake
Idaho State University	City of Sherwood	Town of Ninety Six	Town of Francis	City of South Bend
Lewis-Clark State College	City of Siletz	Town of Norris	Town of Garden City	City of Spokane
North Idaho College	City of Silverton	Town of North	Town of Genola	City of Spokane Valley
University of Idaho	City of Sisters	Town of Norway	Town of Glendale	City of Sprague
Education (K-12)	City of Sodaville	Town of Olanta	Town of Glenwood	City of Stanwood
Aberdeen School District No. 58	City of Spray	Town of Pacolet	Town of Goshen	City of Stevenson
Arbon Elementary School District No. 383	City of Springfield	Town of Pageland	Town of Hanksville	City of Sultan
Avery School District	City of St. Helens	Town of Pamplico	Town of Hatch	City of Sumas
Basin School District No. 72	City of St. Paul	Town of Patrick	Town of Henefer	City of Sumner
Bear Lake County School District No. 33	City of Stanfield	Town of Pawleys Island	Town of Henrieville	City of Sunnyside
Bear Lake School District No. 33	City of Stayton	Town of Pelion	Town of Hideout	City of Tacoma
Blackfoot School District No. 55	City of Sublimity	Town of Pelzer	Town of Hinsckley	City of Takoa
Blaine County School District No. 61	City of Sumpter	Town of Pendleton	Town of Holden	City of Tenino
Bliss Joint School District No. 234	City of Sutherlin	Town of Perry	Town of Howell	City of Tieton
Bonneville Joint School District No. 93	City of Sweet Home	Town of Port Royal	Town of Huntsville	City of Toledo
Boundary County School District No. 101	City of Talent	Town of Prosperity	Town of Joseph	City of Tonasket
Bruneau-Grand View Joint School District	City of Tangent	Town of Ravenel	Town of Junction	City of Toppenish
Buhl Joint School District No. 412	City of The Dalles	Town of Reidville	Town of Kanarraville	City of Tukwila
Butte County Joint School District No. 111	City of Tigard	Town of Ridge Spring	Town of Kanosh	City of Tumwater
Caldwell School District No. 132	City of Tillamook	Town of Ridgeland	Town of Kingston	City of Union Gap
Camas County School District No. 121	City of Toledo	Town of Ridgeville	Town of Koossharem	City of University Place
Cambridge School District	City of Troutdale	Town of Ridgeway	Town of Leeds	City of Vader
Cascade School District No. 422	City of Tualatin	Town of Saint Matthews	Town of Levan	City of Vancouver
Cassia County Joint School District No. 151	City of Turner	Town of Saint Stephen	Town of Loa	City of Walla Walla
Castleford Joint School District No. 417	City of Ukiah	Town of Salem	Town of Manila	City of Wapato
Challis Joint School District No. 181	City of Umatilla	Town of Salley	Town of Mantua	City of Warden
Clark County School District No. 161	City of Union	Town of Saluda	Town of Marysville	City of Washougal
Coeur d'Alene School District No. 271	City of Unity	Town of Santee	Town of Meadow	City of Wenatchee
Cottonwood Joint School District No. 242	City of Vale	Town of Scranton	Town of Minersville	City of West Richland
Council School District No. 13	City of Veneta	Town of Seabrook Island	Town of New Harmony	City of Westport
Culdesac Joint School District No. 342	City of Vernonia	Town of Sellers	Town of Newton	City of White Salmon
Dietrich School District No. 314	City of Waldport	Town of Sharon	Town of Ophir	City of Winlock
Emmett Independent School District No. 221	City of Wallowa	Town of Six Mile	Town of Orderville	City of Woodinville
Filer School District No. 413	City of Warrenton	Town of Snelling	Town of Paradise	City of Woodland
Firth School District No. 59	City of Wasco	Town of Society Hill	Town of Paragonah	City of Yakima/Yakima County
Fremont County School District No. 215	City of West Linn	Town of South Congaree	Town of Portage Utah	City of Yelm
Fruitland School District No. 373	City of Westfir	Town of Springdale	Town of Randolph	City of Zillah
Garden Valley School District	City of Weston	Town of St. George	Town of Redmond	Consolidated Borough of Quil Ceda Village
Genesee Joint School District No. 282	City of Wheeler	Town of St. Matthews	Town of Rockville	Grays Harbor Council of Governments
Glenns Ferry Joint School District No. 192	City of Willamina	Town of Stuckey	Town of Rocky Ridge	Town of Almira
Gooding Joint School District No. 231	City of Wilsonville	Town of Sullivans Island	Town of Rush Valley	Town of Beaux Arts Village
Grace Joint School District No. 148	City of Winston	Town of Summerton	Town of Scipio	Town of Bucoda
Hagerman Joint School District No. 233	City of Wood Village	Town of Summerville	Town of Scofield	Town of Carbonado
Hansen School District No. 415	City of Woodburn	Town of Summit	Town of Sigurd	Town of Cathlamet
Highland Joint School District No. 305	City of Yachats	Town of Surfside Beach	Town of Springdale	Town of Clyde Hill
Homedale School District No. 370	City of Yarnhill	Town of Swansea	Town of Stockton	Town of Colton
Horseshoe Bend School District No. 73	City of Yoncalla	Town of Timmons ville	Town of Toquerville	Town of Conconully
Idaho Falls School District No. 91	Town of Bonanza	Town of Trenton	Town of Torrey	Town of Concrete
Independent School District of Boise City	Town of Butte Falls	Town of Turberville	Town of Trenton	Town of Coulee City
Jefferson County School District No. 251	Town of Canyon City	Town of Ulmer	Town of Tropic	Town of Coulee Dam
Jerome Joint School District No. 261	Town of Lakeview	Town of Varnville	Town of Uintah	Town of Coupeville
Joint School District No. 2	Town of Lexington	Town of Wagener	Town of Vernon	

Idaho	Oregon	South Carolina	Utah	Washington
Kamiah School District No. 304	Higher Education	Town of Ward	Town of Vineyard	Town of Creston
Kellogg Joint School District 391	Blue Mountain Community College	Town of Ware Shoals	Town of Virgin	Town of Cusick
Kendrick Joint School District No. 283	Central Oregon Community College	Town of West Pelzer	Town of Wales	Town of Darrington
Kimberly School District No. 414	Chemeketa Community College	Town of West Union	Town of Walkersburg	Town of Eatonville
Kootenai School District No. 274	Clackamas Community College	Town of Whitmire	Ullinath Basin Association of Governments	Town of Elmer City
Kuna Joint School District No. 3	Clatsop Community College	Town of Williamston	Higher Education	Town of Endicott
Lake Pend Oreille School District No. 84	Columbia Gorge Community College	Town of Williston	College of Eastern Utah	Town of Fairfield
Lakeland School District No. 272	Eastern Oregon University	Town of Winnsboro	Davis Applied Technology College	Town of Farmington
Lapwai School District No. 341	Klamath Community College District	Town of Yemassee	Dixie Applied Technology College	Town of Friday Harbor
Lewisston Independent School District No. 1	Lane Community College	Higher Education	Dixie State University	Town of Garfield
Mackay School District No. 182	Linn-Benton Community College	Aiken Technical College	Mountainland Applied Technology College	Town of Hamilton
Madison School District No. 321	Mt. Hood Community College	Beaufort Jasper Higher Education Commission	Rocky Mountain University of Health Professions	Town of Harrah
Marsh Valley Joint School District No. 21	Oregon Coast Community College	Central Carolina Technical College	Salt Lake Community College	Town of Hatton
Marsing Joint School District No. 363	Oregon Department of Community Colleges and Workforce Development	Clemson University	Snow College	Town of Hunts Point
McCall-Donnelly Joint School District No. 421	Oregon Health and Science University	Coastal Carolina University	Southern Utah University	Town of Index
Meadows Valley School District No. 11	Oregon Institute of Technology	College of Charleston	Tooele Applied Technology College	Town of Ione
Melba School District No. 136	Oregon State University	Denmark Technical College	Ullinath Basin Applied Technology College	Town of La Conner
Middleton School District No. 134	Oregon State University, Oregon Agricultural Experiment Station	Florence-Darlington Technical College	University of Utah	Town of LaCrosse
Midvale School District No. 433	Oregon University System	Francis Marion University	University of Utah Hospitals and Clinics	Town of Lamont
Minidoka County School District No. 331	Portland Community College	Greenville Technical College	Utah State University	Town of Latah
Moscow School District No. 281	Portland State University	Horry-Georgetown Technical College	Utah System of Higher Education	Town of Lind
Mountain Home School District No. 193	Reed College	Lander University	Utah Valley University	Town of Lyman
Mountain View School District No. 244	Rogue Community College	Medical University of South Carolina	Weber State University	Town of Malden
Mullan School District 392	Southern Oregon University	Midlands Technical College	Education (K-12)	Town of Mansfield
Murtaugh Joint School District No. 418	Southern Oregon University Family Housing	Northeastern Technical College	Alpine School District	Town of Marcus
Nampa Christian Schools Inc.	Southwestern Oregon Community College	Orangeburg-Calhoun Technical College	Beaver County School District	Town of Metaline
Nampa School District No. 131	Tillamook Bay Community College	Piedmont Technical College	Box Elder School District	Town of Millwood
New Plymouth School District	Treasure Valley Community College	South Carolina State Board for Technical and Comprehensive Education	CACHE County School District	Town of Naches
Nez Perce Joint School District No. 302	Umpqua Community College	South Carolina State University	Canyons School District	Town of Nespelem
North Gem School District No. 149	University of Oregon	South Carolina Technical College System	Carbon School District	Town of Northport
Notus School District	Western Oregon University	Spartanburg Community College	Centro De La Familia De Utah Head Start Program School District	Town of Oakesdale
Oneida County School District No. 351	Education (K-12)	Technical College of the Lowcountry	Daggett School District	Town of Odessa
Oronino Joint School District No. 171	Adel School District 21	The Citadel	Davis School District	Town of Pe Ell
Parma School District No. 137	Adrian School District	Tri-County Technical College	Duchesne County School District	Town of Prescott
Payette School District No. 371	Alsea School District No. 71	Trident Technical College	Emery County School District	Town of Reardan
Plummer-Worley Joint School District No. 44	Amity School District 41	University of South Carolina	Freedom Preparatory Academy School District	Town of Riverside
Pocatello-Chubbuck School District No. 25	Ames School District 29	University of South Carolina, Aiken	Garfield County School District	Town of Rockford
Post Falls School District No. 273	Arlington School District No. 3	University of South Carolina, Upstate	Grand County School District	Town of Rosalia
Potlatch School District No. 285	Arook School District No. 81	Williamsburg Technical College	Granite School District	Town of Ruston
Preston Joint School District No. 201	Ashland School District No. 5	Winthrop University	Iron County School District	Town of Skykomish
Richfield School District No. 316	Ashwood School District	York Technical College	Jordan School District	Town of South Cle Elum
Ririe Joint School District No. 252	Astoria School District No. 1C	Education (K-12)	Juab School District	Town of South Prairie
Rockland School District No. 382	Athens-Weston School District No. 29R1	Abbeville County School District	Kane County School District	Town of Spangle
Salmon River Joint School District No. 243	Baker School District No. 51	Aiken County Public Schools	Logan City School District	Town of Springdale
Salmon School District No. 291	Bandon School District	Allendale County School District	Millard School District	Town of St. John
Shelley School District No. 60	Banks School District No. 13	Anderson County School Districts 1 and 2 Career and Technology Center	Morgan School District	Town of Steilacoom
Shoshone Joint School District No. 312	Beaverton School District No. 48	Anderson School District No. 1	Mountainland Head Start Program School District Office	Town of Twisp
Snake River School District	Bend-La Pine Public Schools	Anderson School District No. 2	Murray City School District	Town of Uniontown
Soda Springs Joint School District No. 150	Bethel School District No. 52	Anderson School District No. 3	Nebo School District	Town of Washkuta
South Lemhi School District No. 292	Blachly School District	Anderson School District No. 4	North Sanpete County School District	Town of Waterville
St. Maries Joint School District No. 41	Blachly School District 90	Anderson School District No. 5	North Sanpete School District	Town of Waverly
Sugar-Salem Joint District No. 322	Brookings Harbor School District	Bamberg School District No. 1	North Summit School District	Town of Wilbur
Swan Valley Elementary School District No. 33	Camas Valley School District	Bamberg School District No. 2	Ogden City School District	Town of Wilkeson
Swan Valley School District No. 92	Canby School District No. 86	Barnwell School District No. 45	Park City School District	Town of Wilson Creek
Teton County School District No. 401	Cascade School District No. 5	Beaufort County School District	Plute County School District	Town of Winthrop
Three Creek Joint School District No. 416	Centennial School District No. 28J	Berkeley County School District	Provo City School District	Town of Woodway
Troy School District No. 287	Central Curry School District No. 1	Blackville-Hilda Public Schools	Rich County School District	Town of Yacolt
Twin Falls School District No. 411	Central Linn School District	Calhoun County School District	Rich School District	Town of Yarrow Point
Valley School District No. 262	Central Point School District No. 6	Charleston County School District	Rural Utah Child Development Head Start Program School District Office	Higher Education
Vallivue School District No. 139	Central School District No. 13J	Cherokee County School District	Salt Lake City School District	Bates Technical College
Vision Charter School District # 463	Clackamas Education Service District	Chester County School District	San Juan School District	Bellevue Community College
Wallace School District No. 393	Clatskanie School District No. 61	Chesterfield County School District	Sevier School District	Bellingham Technical College
Weiser School District No. 431	Colton School District No. 53	Clarendon County School District No. 1	South Sanpete School District	Big Bend Community College
Wendell School District No. 232	Columbia Gorge Education Service District	Clarendon County School District No. 2	South Summit School District	Cascadia Community College
West Bonner County School District No. 83	Condon School District No. 25J	Clarendon County School District No. 3	Suu Head Start Program School District	Central Washington University
West Jefferson School District No. 253	Coos Bay School District No. 9	Clover School District No. 2	Thomas Edison Charter Schools	Centralia College
West Side School District No. 202	Coquille School District No. 8	Colleton County School District	Tintic School District	Clark College
Whitepine Joint School District No. 288	Corbett School District No. 39	Darlington County School District	Tooele County School District	Clover Park Technical College
Wildier School District No. 133	Corvallis School District No. 509J	Delta R-V School District	Ullinath School District	Columbia Basin Community College
Special District	Cove School District No. 15	Dillon County School District No. 1	Wasatch County School District	Community Colleges of Spokane
Ada County Emergency Medical Services District	Crane Elementary School District	Dillon County School District No. 2	Washington County School District	Eastern Washington University
Ada County Highway District	Creswell School District No. 40	Dillon County School District No. 3	Wayne County School District	Edmonds Community College
Adams County Recreation District	Crow-Applegate-Lorane School District No. 66	Dillon County School District No. 4	Weber School District	Everett Community College
Ahsahka Water and Sewer District	Culver School District No. 4	Diocese Of Charleston Schools	Special District	Evergreen State College
Albion Highway District	Dallas School District No. 2	Dorchester School District No. 2	Ash Creek Special Service District	Grays Harbor College
Alpine Meadows Water and Sewer District	David Douglas School District No. 40	Dorchester School District No. 4	Ashley Valley Water and Sewer Improvement District	Green River Community College
American Falls Free Library District	Dayton School District No. 8	Edgefield County Schools	Ballard Water and Sewer Improvement District	Highline Community College
American Falls Housing Authority	Dayville School District No. 16J	Fairfield County School District	Bear Lake Special Service District	Lake Washington Institute of Technology
Atlanta Highway District	Douglas County School District No. 1	Florence County School District No. 1	Bear River Water Conservancy District	Lower Columbia College
Avery Water and Sewer District	Douglas County School District No. 4	Florence County School District No. 2	Benchmark Water District	Northwest Indian College
Avondale Irrigation District	Douglas Education Service District	Florence County School District No. 3	Benson Culinary Water Improvement District	Olympic College
Bayview Water and Sewer District	Dufur School District No. 29	Florence County School District No. 4	Bona Vista Water Improvement District	Peninsula College
Bear Lake County Library District	Eagle Point School District No. 9	Florence County School District No. 5	Cache Mosquito Abatement District	Pierce College
Bench Sewer District	Echo School District No. 5	Ft. Mill School District No. 4	Cache Valley Transit District	Renton Technical College
Benewah County Free Library District	Elgin School District	Georgetown County School District	Canyonlands Health Care Special Service District	Seattle Community Colleges District VI
Big Canyon Fire District	Elkton School District No. 34	Greenlee County School District	Carbon County Housing Authority	Shoreline Community College
Blaine County Housing Authority	Enterprise School District No. 21	Greenwood School District No. 50	Carbon County Municipal Building Authority	Skiagi Valley College
Blaine County Recreation District	Estacada School District No. 108	Hampton County School District No. 2	Carbon County Recreation Transportation Special Service District	South Puget Sound Community College
Bliss Fire District	Eugene School District No. 4J	Hampton County School District No. 1	Carbon Water Conservancy District	Tacoma Community College
Boise Basin Library District	Falls City School District	Horry County Schools	Castle Valley Special Service District	University of Washington
Boise City/Ada County Housing Authority	Fern Ridge School District No. 28J	Jasper County School District	Cedar City Housing Authority	Walla Walla Community College
Boise-Kung Irrigation District	Forest Grove School District	John de la Howe School District	Cedar Mountain Fire Protection District	Washington State Board for Community and Technical Colleges
Bonneville County Fire District No. 1	Fossil School District 21J	Kershaw County School District	Cedarview-Montwell Special Service District	Washington State Higher Education Facilities Authority
Bruneau Valley District Library			Central Davis County Sewer District	Washington State Student Achievement Council

Idaho	Oregon	South Carolina	Utah	Washington
Bruneau Water and Sewer District	Gaston School District 511.J	Lancaster County School District	Central Iron County Water Conservancy District	Washington State University
Buhl Highway District	Gervais School District	Laurens County School District No. 55	Central Utah Water Conservancy District	Washington State University, Vancouver
Buhl Rural Fire Protection District	Gladstone School District	Laurens County School District No. 56	Central Weber Sewer Improvement District	Wenatchee Valley College
Burley Highway District	Glendale School District No. 77	Lee County School District	Charleston Water Conservancy District	Western Washington University
Caldwell Housing Authority	Glide School District	Legacy Charter Schools	Copperton Improvement District	Whitcom Community College
Canyon Highway District No. 4	Grant County Education Service District	Lexington County School District No. 1	Cottonwood Improvement District	Yakima Valley Community College
Cascade Rural Fire District	Grant School District No. 3	Lexington County School District No. 2	Davis Community Housing Authority	Education (K-12)
Castleford Rural Fire District	Grants Pass School District No. 7	Lexington County School District No. 3	Davis County Housing Authority	Aberdeen School District No. 5
Central Fire District	Greater Albany Public School District 8J	Lexington County School District No. 4	Davis-Salt Lake Aerial Spray Authority	Adna School District No. 226
Central Orchards Sewer District	Gresham-Barlow School District	Lexington-Richland Counties School District No. 5	Duchesne County Upper County Water Improvement District	Almira School District No. 17
Central Shoshone County Water District	Harney County School District No. 3	Marion County School District	Duchesne County Water Conservancy District	Anacortes School District No. 103
Clark County District Library	Harney Education Service District	Marion County School District No. 7	Emery County Housing Authority	Arlington Public Schools
Clarkia Free Library District	Harper School District No. 66	Marlboro County School District	Emery County Municipal Building Authority	Asotin-Anatone School District
Clarkia Highway District	Harrisburg School District No. 7	McCormick County School District	Emery County Special Service District No. 1	Auburn School District No. 408
Clearwater Free Library District	Helix School District No. 1-R	Newberry County School District	Emery Water Conservancy District	Bainbridge Island School District No. 303
Clearwater Highway District	Hermiston School District	Okonee County School District	Emigration Improvement District	Battle Ground School District No. 119
Clearwater Soil and Water Conservation District	High Desert Education Service District	Orangeburg Consolidated School District Four	Fruitland Special Service District	Bellevue Christian School District
Clearwater Water District	Hillsboro School District No. 1J	Orangeburg County Consolidated School District No. 3	Garden City Fire District	Bellevue School District No. 405
Consolidated Free Library District	Hood River County School District	Orangeburg County Consolidated School District No. 5	Grand County Housing Authority	Bellingham School District No. 501
Cottonwood Highway District	Huntington School District No. 16J	Pickens County School District	Granger-Hunter Improvement District	Benge School District No. 122
Custer Soil and Water Conservation District	Imbler School District No. 11	Richland County School District No. 1	Heber Valley Special Service District	Bethel School District No. 403
Dietrich Fire District	InterMountain Education Service District	Richland County School District No. 2	Hooper Water Improvement District	Bickleton School District
Dietrich Highway District	Ione School District R2	Rock Hill School District No. 3	Jensen Water Improvement District	Blaine School District No. 503
Doumeq Highway District	Jackson County School District No. 9	Saluda School District No. 1	Johnson Water Improvement District	Boistford School District No. 234
Downey Swan Lake Highway District	Jackson Education Service District	South Carolina Public Charter School District	Jordan Valley Water Conservancy District	Bremerton School District
Dry Creek Cemetery Maintenance District	Jefferson County School District No. 509-J	Spartanburg County School District No. 1	Jordanville Special Service District	Brewster School District No. 111
Eagle Fire Protection District	Jefferson School District	Spartanburg County School District No. 2	Juab Special Service Fire District	Bridgeport School District No. 75
Eagle Sewer District	Jewell School District No. 8	Spartanburg County School District No. 3	Kane County Water Conservancy District	Brimson School District No. 46
East Bonner County Free Library District	John Day School District No. 3	Spartanburg County School District No. 4	Kearns Improvement District	Burlington-Edison School District No. 100
East Bonner County Library District	John Valley School District No. 3	Spartanburg County School District No. 5	Lake Point Improvement District	Camas School District
East Greenacres Irrigation District	Joseph School District No. 6	Spartanburg County School District No. 6	Logan-Cache Airport Authority	Cape Flattery School District No. 401
Eastern Idaho Public Health District	Junction City School District No. 69	Spartanburg County School District No. 7	Maeser Water and Sewer Improvement District	Capital Region Educational Service District No. 113
Eastern Idaho Regional Wastewater Authority	Klamath County School District	Sumter School District	Magna Mosquito Abatement District	Carbonado Historical School District No. 19
Elk River Free Library District	Klamath Falls City Schools	Sumter School District No. 17	Magna Water District	Cascade Christian Schools
Elmore Soil and Water Conservation District	Knappa School District	Sumter School District No. 2	Metropolitan Water District of Salt Lake and Sandy	Cascade School District No. 228
Fenn Highway District	La Grande School District No. 1	Union County School District	Midvalley Improvement District	Cashmere School District No. 222
Ferdinand Highway District	Lake County School District No. 7	Ware Shoals School District No. 51	Midway Sanitation District	Castle Rock School District No. 401
Fish Haven Mosquito Abatement District	Lake Ed Service District	Williamsburg County Schools	Millford Area Healthcare Service District	Central Kitsap School District No. 401
Fremont County District Library	Lake Oswego School District No. 7J	Williston School District No. 29	Moab Mosquito Abatement District	Central Valley School District No. 356
Friedman Memorial Airport Authority	Lakeview School District No. 7	York School District No. 1	Moab Valley Fire Protection District	Centralia School District No. 401
Garden Valley District Library	Lane Education Service District	Special District	Mountain Green Sewer Improvement District	Chehalis School District No. 302
Garden Valley Fire Protection District	Lebanon Community School District No. 9	Abbeville Housing Authority	Mountain Regional Water Special Service District	Cheney School District No. 360
Garden Valley Recreation District	Lincoln County School District	Aiken Housing Authority	Mountain View Special Service District	Chewelah School District No. 36
Gateway Fire Protection District	Lin-Benton-Lincoln Education Service District	Anderson Housing Authority	Mt. Olympus Improvement District	Chief Leschi School System
Gem County Fire Protection District	Long Creek School District No. 17	Atlantic Beach Housing Authority	North Davis County Sewer District	Chimacum School District No. 49
Gem County Mosquito Abatement District	Lowell School District No. 71	Beaufort Housing Authority	North Davis Fire District	Clarkston School District No. J250-185
Glenns Ferry Highway District	Mapleton School District No. 32	Beaufort-Jasper Water and Sewer Authority	North Emery Water Users Special Service District	Cle Elum-Roslyn School District
Golden Gate Highway District No. 3	Marcola School District No. 79J	Beck Island Rural Community Water District	North Fork Special Services District	Clover Park School District No. 400
Gooding County Memorial Hospital District	McKenzie School District	Belton-Hones Path Water Authority	North Pointe Solid Waste Special Service District	Colfax School District No. 300
Grace District Library	McMinnville School District No. 40	Bennettsville Housing Authority	North Summit Fire District	College Place School District No. 250
Grangeville Highway District	Medford School District No. 549C	Berea Public Service District	North Tooele County Fire Protection District	Colton School District No. 306
Granite Reeder Water and Sewer District	Milton-Freewater School District No. 7	Berkeley County Water and Sanitation Authority	North Utah Water Conservancy District	Columbia School District No. 206
Greater Boise Auditorium District	Mitchell School District No. 55	Big Creek Water and Sewerage District	North View Fire District	Columbia School District No. 206, Stevens County
Greater Middleton Parks and Recreation District	Mt. St. Helens School District	Bluffton Township Fire District	Ogden Housing Authority	Columbia School District No. 400
Greater Swan Valley Fire Protection District No. 2	Monument School District	Bolling Springs Fire District, Greenview County	Ouray Park Water Improvement District	Coville School District No. 115
Groveland Water and Sewer District	Morrow County School District	Broad Creek Public Service District	Park City Fire Service District	Concrete School District No. 11
Harbor View Estates Water and Sewer District	Mt. Angel School District	Buffalo-Mt. Pisgah Fire Protection District	Price River Water Improvement District	Conway Consolidated School District No. 317
Hayden Lake Irrigation District	Multnomah Education Service District Consortium	Burton Fire District	Provo Housing Authority	Cosmopolis School District
Hayden Lake Recreational Water and Sewer District	Myrtle Point School District	Central Midlands Regional Transit Authority	Rockville/Springdale Fire Protection District	Coulee-Hartline School District No. 151
Hillsdale Highway District	Neah-Kah-Nie School District No. 56	Charleston Area Regional Transportation Authority	Roosevelt City Housing Authority	Coupeville School District No. 204
Homedale Highway District	Nestucca Valley School District No. 101	Charleston County Aviation Authority	Salt Lake City Housing Authority	Crescent School District
Hoo Doo Water and Sewer District	New Hope Christian Schools	Charleston County Housing and Redevelopment Authority	Salt Lake City Mosquito Abatement District	Creston School District No. 73
Horseshoe Bend Fire Protection District	Newberg School District No. 29J	Charleston Housing Authority	Salt Lake County Housing Authority	Curlew School District No. 50
Idaho Soil and Water Conservation District	North Bend School District No. 13	Charleston Naval Complex Redevelopment Authority	Sandy Suburban Improvement District	Cusick School District
Indian Valley Rural Fire District	North Central Education Service District	Charleston Soil and Water Conservation District	Scofield Reservoir Special Service District	Darrington School District No. 330
Iona-Bonneville Sewer District	North Clackamas School District No. 12	Cheraw Housing Authority	Sevier County Special Service District No. 1	Davenport School District No. 207
Island Park Fire District	North Douglas School District No. 22	Chester Housing Authority	Skyline Mountain Special Service District	Dayton School District No. 2
Jerome Highway District	North Lake School District	Chester Metropolitan District	Snyderville Basin Special Recreation District	Deer Park School District No. 414
Jerome Recreation District	North Marion School District No. 15	Chester Sewer District	Snyderville Basin Water Reclamation District	Dieringer School District
Jerome Rural Fire District No. 1	North Santiam School District No. 29	Coast Regional Transportation Authority	Solid Waste Special Service District No. 1	Dixie School District
Kamiah Fire Protection District	North Wasco County School District No. 21	Columbia Housing Authority	South Davis Sewer District	East Valley School District No. 361
Kamiah Highway District	Northwest Regional Education Service District	Conway Housing Authority	South Davis Water District	East Valley School District No. 361, Spokane County
Ketchum Rural Fire Protection District	Nysa School District No. 26	Daniel Morgan Water District	South Ogden Conservation District	East Valley School District No. 90, Yakima County
Kidder Harris Highway District	Oakland School District	Darlington County Fire District	South Salt Lake Valley Mosquito Abatement District	Eastmont School District No. 206
Kingston Water District	Oakridge School District No. 76	Darlington County Water and Sewer Authority	South Summit Fire Protection District	Eatonville School District No. 404
Kootenai County Water District No. 1	Ontario School District No. 8C	Darlington Housing Authority	South Utah Valley Solid Waste District	Edmonds School District No. 15
Kootenai-Ponderay Sewer District	Oregon City School District No. 62	Donalds-Due West Water and Sewer Authority	South Valley Sewer District	Educational Service District No. 112
Kootenai-Shoshone Soil and Water Conservation District	Oregon Trail School District No. 46	Dorchester County Sales Tax Transportation Authority	Southeastern Utah Housing Authority	Ellensburg School District No. 401
Kuna Library District	Paisley School District No. 11	Dorchester County Public Service District	Spanish Valley Water and Sewer Improvement District	Elma School District No. 68
Laclede Water District	Parkrose School District No. 3	Duncan Chapel Fire District	St. George Housing Authority	Endicott School District No. 308
Lakes Highway District	Pendleton School District No. 16	Easley Housing Authority	Stansbury Park Improvement District	Entiat School District No. 127
Latah County Library District	Perrydale School District No. 21J	Easley-Central Water District	Strawberry Electric Service District	Enumclaw School District No. 216
Latah Soil and Water Conservation District	Philmath School District No. 17J	East Richland County Public Service District	Sugar House Park Authority	Ephrata School District No. 165
Lemhi Soil and Water Conservation District	Phoenix-Talent School District	Edgefield County Water and Sewer Authority	Tabby Valley Park Special Service District	Evalline School District No. 36
Lewiston Orchards Irrigation District	Pilot Rock School District No. 2	Florence Housing Authority	Taylorville-Bennion Improvement District	Everett School District No. 2
Lewiston-Nez Perce County Regional Airport Authority	Pine Eagle School District No. 61	Fort Mill Housing Authority	Thompson Special Service District	Evergreen School District No. 114, Clark County
Lincoln County Recreation District	Pinehurst School District No. 11	Frappan Public Service District	Trippanagon Special Service District	Evergreen School District No. 205
Little Blacktail Ranch Water District	Pleasant Hill School District	Gaffney Housing Authority	Tooele County Housing Authority	Federal Way Public Schools
Little Wood River Library District	Plush School District 18	Gaston Rural Community Water District	Tooele County Recreation Special Service District	Ferndale School District No. 502
Lizard Butte Library District	Port Orford-Langlois School District No. 2CJ	Georgetown County Water and Sewer District	Tridell-Lapoint Water Improvement District	Fife School District No. 417
Lost River Highway District	Portland Public School District No. 1	Georgetown Housing Authority	Uintah Animal Control and Shelter Special Service District	Finley School District
M&T Water and Sewer District	Powers School District No. 31	Gilbert-Summit Rural Water District	Uintah County Municipal Building Authority	Franklin Pierce School District No. 402
Mackay Free Library District	Prairie City School District No. 4	Grand Strand Water and Sewer Authority	Uintah Fire Suppression Special Service District	Freeman School District No. 358
Madison Library District	Prospect School District	Greenville Arena District	Uintah Health Care Special Service District	Garfield School District No. 302

Idaho	Oregon	South Carolina	Utah	Washington
Marsing Rural Fire District	Rainier School District No. 13	Greenville County Recreation District	Uintah Highlands Water and Sewer Improvement District	Glenwood School District
McCall Fire Protection District	Redmond School District No. 21	Greenville County Redevelopment Authority	Uintah Mosquito Abatement District	Goldsendale School District
McCall Memorial Hospital District	Reedport School District No. 105	Greenville Housing Authority	Uintah Recreation District	Grand Coulee Dam School District
Meridian Cemetery Maintenance District	Region 9 Education Service District	Greenville Transit Authority	Uintah Transportation Special Service District	Grandview School District No. 200
Meridian Library District	Reynolds School District No. 7	Greenwood Metropolitan District	Uintah Water Conservancy District	Granger School District No. 204
Meridian Rural Fire Protection District	Riddle School District No. 70	Greer Housing Authority	Unified Fire Authority	Granite Falls School District No. 332
Mica Kidd Island Fire Protection District	Riverdale School District No. 511	Hartsville Housing Authority	Utah County Housing Authority	Grapeview School District No. 54
Middleton Rural Fire District	Rogue River School District No. 35	Hilton Head No. 1 Public Service District	Utah Paiute Housing Authority	Great Northern School District
Midvale Fire Protection District	Roseburg Public Schools	Holly Springs Fire-Rescue District	Utah Transit Authority	Green Mountain School District No. 103
Minidoka County Fire Protection District	Salem-Keizer Public School District No. 241	Homeland Park Water and Sewer District	Utah Valley Dispatch Special Service District	Griffin School District No. 324
Minidoka County Highway District	Santiam Canyon School District No. 1291	James Island Public Service District	Wasatch County Fire District	Harrington Public Schools
Morland Water and Sewer District	Santiam Christian Schools	Kingslee Housing Authority	Wasatch Front Waste and Recycling District	Highland School District No. 203
Mountain Home Highway District	Scappoose School District No. 11	Lady's Island St. Helena Fire District	Wasatch Integrated Waste Management District	Highline School District No. 401
Mountain Rides Transportation Authority	Scio School District No. 95C	Lake City Housing Authority	Washington County Water Conservancy District	Hockinson School District
Nampa and Meridian Irrigation District	Seaside School District	Lancaster County Water and Sewer District	Waste Management Service District No. 5	Hood Canal School District No. 404
Nampa Highway District No. 1	Sheridan School District No. 481	Lancaster Housing Authority	Weber Basin Water Conservancy District	Hoquiam School District No. 28
Nampa Housing Authority	Sherman County School District	Lancaster Soil and Water Conservation District	Weber Fire District	Inchellum School District No. 70
New Plymouth Fire District	Sherwood School District No. 881	Laurens Housing Authority	Weber Mosquito Abatement District	Issaquah School District No. 411
North Bingham County District Library	Silver Falls School District No. 41	Lexington County Health Services District, Inc.	Weber-Box Elder Conservation District	Kahlotus School District No. 56
North Custer Hospital District	Sisters School District No. 6	Liberty-Chester-Fingerville Water District	Wellsville-Mendon Conservancy District	Kalama School District No. 402
North Kootenai Water and Sewer District	Siuslaw School District No. 971	Local Housing Authority	White City Water Improvement District	Keller School District No. 3
North Lake Recreational Sewer and Water District	South Coast Education Service District, Region No. 7	Lowcountry Regional Transportation Authority	Woodruff Fire District	Kelso School District No. 458
North Latah County Highway District	South Lane School District No. 4513	Lugoff-Elgin Water Authority		Kennewick School District No. 17
Northern Lakes Fire District	South Umpqua School District No. 19	Marion Housing Authority		Kent School District No. 415
Northside Fire District	South Wasco County School District No. 1	Marionboro County Housing Authority		Kettle Falls School District No. 212
Notus-Parma Highway District No. 2	Southern Oregon Education Service District	McColl Housing Authority		Kiona-Benton City School District No. 52
Oakley Highway District	Spray School District No. 1	Medical University Hospital Authority		Kittitas School District
Oakley Library District	Springfield School District No. 19	Metropolitan Sewer Sub-District		Klickitat School District No. 402
Ola District Library	St. Helens School District No. 502	Mitford Water and Sewer District		La Center School District
Oneida County Fire District	St. Paul School District No. 45	Mullins Housing Authority		La Conner School District No. 311
Oregon Trail Recreation District	Stanfield School District No. 61	Murrells Inlet-Garden City Fire District		LaCrosse School District
Outlet Bay Water and Sewer District	Sutherlin School District No. 130	Myrtle Beach Air Force Base Redevelopment Authority		Lake Chelan School District No. 129
Panhandle Health District	Sweet Home School District No. 55	Myrtle Beach Housing Authority		Lake Quinalt School District No. 97
Parma Rural Fire Protection District	Three Rivers School District	Newberry County Water and Sewer Authority		Lake Stevens School District No. 4
Pine Ridge Water and Sewer District	Tigard-Tualatin School District No. 231	Newberry Housing Authority		Lake Washington School District No. 414
Pinehurst Water District	Tillamook School District No. 9	North Charleston Housing Authority		Lakewood School District No. 306
Pioneer Irrigation District	Ukiah School District No. 8	North Charleston Sewer District		Lamont School District
Placerville Fire Protection District	Umatilla School District No. 6	North Greenville Fire District		Liberty School District No. 362
Pocatello Housing Authority	Union School District 5	Oconee County Joint Regional Sewer Authority		Lind School District
Pocatello-Chubbuck Auditorium District	Vale School District No. 84	Parker Sewer and Fire Subdistrict		Longview School District No. 122
Portneue District Library	Vernonia School District No. 471	Patriots Point Development Authority		Loon Lake School District No. 183
Post Falls Highway District	Wallowa School District No. 12	Pee Dee Regional Airport District		Lopez Island School District No. 144
Power County Highway District	Warrenton-Hammond School District No. 30	Pee Dee Regional Transportation Authority		Lyle School District No- 406
Prairie Highway District	West Linn-Wilsonville School District	Piedmont Public Service District		Lynden School District No. 504
Prairie-River Library District	Willamette Education Service District	Pioneer Rural Water District		Mabton School District No. 120
Progressive Irrigation District	Willamina School District No. 301	Powersville Water District		Mansfield School District No. 207
Raft River Highway District	Winston-Dillard School District No. 116	Richland-Lexington Airport District		Manson School District
Rapid River Water and Sewer District	Woodburn School District No. 103	Richland-Lexington Riverbanks Park District		Mary M. Knight School District
Richfield District Library	Yamhill-Carlton School District No. 1	Rock Hill Housing Authority		Mary Walker School District No. 207
Riverside Independent Water District	Yoncalla School District No. 32	Saluda County Water and Sewer Authority		Marysville School District No. 25
Rock Creek Fire District		Sandy Springs Water District		McCleary School District No. 65
Rockland Rural Fire District	Special District	Santee Fire Service District		Mead School District No. 354
Rogerson Water District	Adair Rural Fire Protection District	Santee Waterree Regional Transportation Authority		Medical Lake School District No. 326
Ross Point Water District	Amity Fire District	Sheldon Township Fire District		Mercer Island School District No. 400
Sagle Fire District	Applegate Valley Fire District No. 9	Slater-Marietta Fire District		Meridian School District No. 505
Salmon River Clinic Hospital District	Arch Cape Sanitary District	South Carolina Housing Authority Bond Council		Methow Valley School District
Sam Owen Fire District	Arch Cape Water District	South Carolina Public Employee Benefit Authority		Monroe School District No. 103
Santa-Fernwood Water and Sewer District	Arnold Irrigation District	South Carolina Regional Housing Authority No. 1		Montesano School District No. 66
Schweitzer Fire-Rescue District	Aumsville Rural Fire District	South Carolina Regional Housing Authority No. 3		Morton School District No. 214
Settlers Irrigation District	Baker County Library District	South Carolina State Education Assistance Authority		Moses Lake School District No. 161
Shelley/Firth Fire District	Baker Rural Fire Protection District	South Carolina State Fiscal Accountability Authority		Mt. Adams School District No. 209
Shoshone City & Rural Fire District	Baker Valley Soil and Water Conservation District	South Carolina State Housing Finance and Development Authority		Mt. Baker School District No. 507
Shoshone County Fire Protection District No. 2	Bandon Rural Fire Protection District	South Greenville Fire District		Mt. Vernon School District No. 320
Shoshone Highway District No. 2	Barlow Water Improvement District	South Island Public Service District		Mukilteo School District No. 6
South Bannock Library District	Bay Area Hospital District	Southside Rural Community Water District		Naches Valley School District No. 3
South Bingham Soil Conservation District	Bend Parks and Recreation District	Spartanburg Housing Authority		Napavine School District No. 14
South Boundary Fire Protection District	Beverly Beach Water District	Spartanburg Regional Health Services District		Naselle-Grays River Valley School District No.165
South Custer Fire District	Black Butte Ranch Rural Fire Protection District	St. Andrews Public Service District South Carolina		Nespelem School District No. 14
South Fork Coeur d'Alene River Sewer District	Blue Mountain Hospital District	St. John's Fire District		Newport School District No. 56-415
South Latah Highway District	Blue River Water District	Starr-Iva Water and Sewer District		Nine Mile Falls School District No. 325/179
Southside Water and Sewer District	Boardman Fire Protection District	Starx-Jackson-Wellford-Duncan Water District		Nooksack Valley School District No. 506
Southwestern Idaho Cooperative Housing Authority	Boardman Rural Fire Protection District	Sumter Housing Authority		North Beach School District No. 64
St. Maries Fire Protection District	Boring Water District No. 24	Talatha Rural Community Water District		North Franklin School District No. 51
Star Joint Fire District	Boulder Creek Retreat Special Road District	Taylor's Fire and Sewer District		North Kitsap School District No. 400
Star Sewer and Water District	Brownsville Rural Fire District	Three Rivers Solid Waste Authority		North Mason School District
Sun Valley Water and Sewer District	Buell-Red Prairie Water District	Tigerville Fire District		North Thurston Public Schools
Sunset Heights Water District	Bunker Hill Sanitary District	Tri-County Solid Waste Authority		Northport School District No. 211
Targhee Regional Public Transit Authority	Burlington Water District	Union Housing Authority		Northshore School District No. 417
Targhee Regional Public Transportation Authority	Camellia Park Sanitary District	Valley Public Service Authority		Oak Harbor School District No. 201
Teton County Fire Protection District	Canon Beach Rural Fire Protection District	Waccamaw Regional Transportation Authority		Oakdale School District No. 324
Three Creek Highway District	Central Lincoln People's Utility District	Wedgefield Stateburg Water District		Oakville School District No. 400
Three Mile Water District	Central Oregon Irrigation District	West Anderson Water District		Ocean Beach School District No. 101
Timberlake Fire Protection District	Central Oregon Park and Recreation District	Westview-Fairforest Fire District		Ocosta School District No. 172
Twin Falls Highway District	Charleston Fire District	Whitney Fire Protection District		Odessa School District No. 105
Twin Falls Housing Authority	Charleston Sanitary District	Williamsburg County Transit Authority		Okanagan School District No. 105
Twin Falls Rural Fire Protection District	Chehallem Park and Recreation District	Williamsburg County Water and Sewer Authority		Olympia School District No. 111
Twin Ridge Rural Fire District	Chenoweth Water Public Utility District	Woodruff Housing Authority		Olympic Educational Service District
Union Independent Highway District	Chiloquin-Agency Lake Rural Fire Protection District	Woodruff-Roebeck Water District		Omak School District No. 19
Upper Fords Creek Rural Fire District	Christmas Valley Domestic Water Supply District	York County Natural Gas Authority		Onalaska School District No. 300
Warm Lake Recreational Water District	Christmas Valley Park and Recreation District			Onion Creek School District No. 30
Wendell Highway District	Clackamas County Fire District No. 1			Orcas Island School District No. 137
West Boise Sewer District	Clackamas County Housing Authority			Orchard Prairie School District No. 123
West Bonner Library District	Clackamas County Soil and Water Conservation District			Orient School District No. 65
West Bonner Water and Sewer District	Clatskanie Park and Recreation District			
		State		
		Santee-Lynch Regional Council of Governments		
		South Carolina Department of Health and Environmental Control		
		South Carolina Department of Mental Health		

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
	West Pend Oreille Fire District	Clatskanie People's Utility District	South Carolina Department of Revenue		Oroville School District No. 410
	Western Ada Recreation District	Clatskanie Rural Fire Protection District	South Carolina General Services Division		Orting School District No. 344
	Western Elmore County Recreation District	Clatsop Care Center Health District	South Carolina Office of Regulatory Staff		Othello School District
	Wilder Irrigation District	Clatsop County Housing Authority	South Carolina State Budget and Control Board		Palisades School District No. 102
	Wilder Public Library District	Cloverdale Rural Fire Protection District	South Carolina State Treasurer's Office		Palouse School District No. 301
	Wilder Rural Fire Protection District	Coburg Rural Fire Protection District	State Of South Carolina		Pasco School District No. 1
	Wilderness Ranch Fire Protection District	Colton Fire District	Township		Pateros School District
	Winona Highway District	Colton Water District	Township of Grand Meadow		Paterson School District No. 50
	Worley Fire District	Columbia Corridor Drainage Districts Joint Contracting Authority	Tribal		Pe Ell School District No. 301
	Worley Highway District	Columbia Health District	Catawba Indian Nation		Peninsula School District
State		Columbia Improvement District			Pioneer School District No. 402
Idaho Department of Administration		Columbia River People's Utility District			Pomeroy School District No. 110
Idaho Department of Health and Welfare		Columbia Soil and Water Conservation District			Port Angeles School District No. 121
State Of Idaho		Coos County Airport District			Port Townsend School District No. 50
Tribal		Coos County Library Service District			Prescott School District No. 402-37
Coeur d'Alene Tribe		Coquille Indian Housing Authority			Pride Prep Schools
Kootenai Tribe of Idaho		Coquille Valley Hospital District			Prosser School District No. 116
Nez Perce Tribal Enterprises		Corbett Water District			Puget Sound Educational Service District
Nez Perce Tribe		Corvallis Rural Fire Protection District			Pullman School District No. 267
Shoshone-Bannock Tribes		Cove Rural Fire Protection District			Puyallup School District No. 3
		Crooked River Ranch Rural Fire Protection District			Queets-Clearwater School District No. 20
		Crooked River Ranch Special Road District			Quillcene School District No. 48
		Curry Health District			Quillayute Valley School District No. 402
		Curry Public Library District			Quincy School District No. 144
		Dallas Cemetery District No. 4			Rainier School District No. 307
		Dean Minard Water District			Raymond School District No. 116
		Dee Rural Fire Protection District			Reardan-Edwall School District
		Deschutes County 911 Service District			Renton School District No. 403
		Deschutes County Rural Fire District No. 1			Republic School District
		Deschutes Valley Water District			Richland School District No. 400
		Devils Lake Water Improvement District			Ridgefield School District No. 122
		Dexter Rural Fire Protection District			Ritzville School District
		Douglas County Fire District No. 2			Riverside School District
		Douglas County Housing Authority			Riverview School District No. 407
		Douglas Soil and Water Conservation District			Rochester School District
		Drakes Crossing Rural Fire Protection District			Rosalia School District No. 320
		Dufur Recreation District			Royal School District
		Eagle Valley Soil and Water Conservation District			San Juan Island School District No. 149
		East Fork Irrigation District			Satsop School District No. 104
		East Multnomah Soil and Water Conservation District			Seattle Public Schools
		East Umatilla County Health District			Sedro-Woolley School District No. 101
		East Valley Water District			Selah School District No. 119
		Echo Rural Fire District			Selkirk School District No. 70
		Elsie-Vinemapple Rural Fire Protection District No. 11			Sequim School District No. 323
		Emerald People's Utility District			Shaw Island School District No. 10
		Estacada Rural Fire District No. 69			Shelton School District No. 309
		Fairview Water District			Shoreline School District No. 412
		Falcon Cove Beach Water District			Skykomish School District
		Farmers Irrigation District			Snohomish School District No. 201
		Gardiner Sanitary District			Snoqualmie Valley School District No. 410
		Gaston Rural Fire District			Soap Lake School District No. 156
		Gates Rural Fire Protection District			South Bend School District No. 118
		Gearhart Rural Fire Protection District			South Kitsap School District No. 402
		Glendale Rural Fire Protection District			South Whidbey School District No. 206
		Glenneden Sanitary District			Southside School District
		Goshen Fire District			Spokane Public Schools
		Government Camp Sanitary District			Sprague School District
		Grand Ronde Sanitary District			St. John School District No. 322
		Grant County Transportation District			Stanwood-Camano School District No. 401
		Grant Soil and Water Conservation District			Steilacoom Historical School District No. 1
		Grants Pass Irrigation District			Steptoe School District No. 304
		Green Sanitary District			Stevenson-Carson School District No. 303
		Hahlen Road Special District			Sultan School District No. 311
		Halsey-Shedd Rural Fire Protection District			Summit Valley School District 202
		Hamlet Rural Fire Protection District			Sumner School District No. 320
		Harbor Sanitary District			Sunnyside School District No. 201
		Harbor Water Public Utility District			Tacoma School District No. 10
		Harney District Hospital			Taholah School District No. 77
		Harney Soil and Water Conservation District			Tahoma School District No. 409
		Harriman Rural Fire Protection District			Tekoa School District No. 265
		Hazeldell Rural Fire Protection District			Tenino School District No. 402
		Hebo Joint Water and Sewer Authority			Thorp School District No. 400
		Heceta Water District			Toledo School District No. 237
		Hermiston Cemetery District			Tonasket School District
		Hermiston Fire and Emergency Services District			Toppenish School District No. 202
		Hermiston Irrigation District			Touchet School District No. 300
		Hood River County Library District			Toutle Lake School District No. 130
		Hood River County Transportation District			Trout Lake School District No. R-400
		Hood River Valley Parks and Recreation District			Tukwila School District No. 406
		Hoodland Fire District No. 74			Tumwater School District No. 33
		Hubbard Rural Fire Protection District			Union Gap School District No. 2
		Ice Fountain Water District			University Place School District No. 83
		Illinois Valley Rural Fire Protection District			Valley School District
		Ione Rural Fire Protection District			Valley School District No. 70
		Irrigon Community Park and Recreation Maintenance District			Vancouver School District No. 37
		Jackson County Airport Authority			Vashon Island School District No. 402
		Jackson County Fire District No. 3			Wahkiakum School District No. 200
		Jackson County Fire District No. 5			Wahluke School District No. 73
		Jackson County Housing Authority			Waitsburg School District
		Jackson County Library District			Walla Walla School District No. 140
		Jackson County Vector Control District			Wapato School District No. 207
		Jackson Soil and Water Conservation District			Warden School District No. 146-161
		Jefferson Rural Fire Protection District			Washington Schools Risk Management Pool
		John Day/Canyon City Parks and Recreation District			Washington State Educational Service District

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
		Junction City Rural Fire Protection District Juniper Flat Rural Fire Protection District Keating Soil and Water Conservation District Ketzer Rural Fire Protection District Keno Fire Protection District Kernville-Glenden Beach-Lincoln Beach Water District Klamath County Fire District No. 1 Klamath County Library Service District Klamath Housing Authority Klamath Irrigation District Klamath Vector Control District La Grande Rural Fire Protection District La Pine Park and Recreation District La Pine Rural Fire Protection District La Pine Water District Lake District Hospital Lake Grove Water District Lakeside Fire District No. 4 Lane County Fire District No. 1 Lane Library District Lane Transit District Langlois Water District LaPine Special Sewer District Lebanon Aquatic District Lebanon Fire District Lewis and Clark Rural Fire Protection District Libby Drainage District Linn Benton Housing Authority Lookingglass Rural Fire District Lorane Rural Fire Protection District Lowell Rural Fire Protection District Lower Umpqua Hospital District Lusted Water District Madras Aquatic Center District Malheur County Housing Authority Malin Rural Fire Protection District Mapleton Water District Marion County Fire District No. 1 Marion Soil and Water Conservation District Medford Irrigation District Merrill Rural Fire Protection District Metro McMinnville Water & Light Mid-County Cemetery Maintenance District Middle Fork Irrigation District Miles Crossing Sanitary Sewer District Mill City Rural Fire Protection District Milton-Freewater Water Control District Mist-Birkenfeld Rural Fire Protection District Mohawk Valley Rural Fire District Molalla River Improvement District Molalla Rural Fire Protection District No. 73 Monroe Rural Fire Protection District Morrow County Health District Mountain View Hospital District Mt. Angel Fire District Multnomah County Drainage District No. 1 Multnomah County Rural Fire Protection District No. 10 Multnomah County Rural Fire Protection District No. 14 Nesika Beach-Ophir Water District Neskowin Regional Sanitary Authority Neskowin Regional Water District Nestucca Rural Fire Protection District Netarts Oceanside Sanitary District Netarts-Oceanside Rural Fire Protection District North Bay Rural Protection Fire District North Bend City/Coos-Curry Housing Authority North Central Public Health District North Clackamas Parks and Recreation District North County Recreation District North Gilliam Cemetery District North Gilliam County Rural Fire Protection District North Lincoln Fire and Rescue District No. 1 North Powder Rural Fire Protection District North Sherman County Rural Fire Protection District North Unit Irrigation District Northeast Oregon Housing Authority Northern Wasco County Park and Recreation District Northern Wasco County People's Utility District Northwest Oregon Housing Authority Nyssa Road Assessment District No. 2 Nyssa Rural Fire Protection District Oak Hill Sanitary District Oak Lodge Sanitary District Oak Lodge Water District Oceanside Water District Ochoo West Sanitary District Odell Sanitary District Ontario Library District Oregon Fire Districts Association Oregon Infrastructure Finance Authority Oregon Trail Library District Oregon Water Wonderland Unit II Sanitary District Owyhee Irrigation District			Washougal School District Washtucna School District Waterville School District No. 209 Wellpinit School District Wenatchee School District No. 246 West Valley School District No. 208, Yakima County West Valley School District No. 363, Spokane County White Pass School District No. 303 White River School District No. 416 White Salmon Valley School District No. 405-17 Wilbur School District No. 200 Willapa Valley School District No. 160 Wilson Creek School District Winlock School District No. 232 Wishkah Valley School District No. 117 Woodland School District No. 404 Yakima School District No. 7 Yelm Community School District No. 2 Zillah School District No. 205
					Special District
					Acme Water District No. 18 Adams County Fire Protection District No. 1 Adams County Mosquito Control District Aeneas Lake Irrigation District Alderwood Water and Wastewater District Alpine Water District Anacortes Housing Authority Annapolis Water District Asotin County Cemetery District No. 1 Asotin County Conservation District Asotin County Fire District No. 1 Asotin County Housing Authority Asotin County Public Utility District No. 1 Badger Mountain Irrigation District Bainbridge Island Metropolitan Park and Recreation District Basin City Water/Sewer District Bayview Beach Water District Beacon Hill Water and Sewer District Beehive Irrigation District Belfair Water District No. 1 Bellevue Convention Center Authority Bellingham Housing Authority Bellingham Public Development Authority Benton County Diking District No. 1 Benton County Fire Protection District No. 1 Benton County Fire Protection District No. 2 Benton County Fire Protection District No. 4 Benton County Fire Protection District No. 5 Benton County Fire Protection District No. 6 Benton County Mosquito Control District Benton County Public Utility District No. 1 Benton Irrigation District Benton-Franklin Health District Beverly Water District Birch Bay Water and Sewer District Black Diamond Water District Bremerton Housing Authority Buckhannon-Upshur County Airport Authority Burbank Irrigation District No. 4 Carnhope Irrigation District No. 7 Cascadia Conservation District Cedar River Water and Sewer District Central Klickitat County Park and Recreation District Central Pierce Fire and Rescue District No. 6 Central Puget Sound Regional Transit Authority Central Valley Ambulance Authority Chelan County Fire District No. 1 Chelan County Fire District No. 3 Chelan County Fire District No. 5 Chelan County Fire District No. 6 Chelan County Fire District No. 7 Chelan County Fire District No. 8 Chelan County Fire District No. 9 Chelan County Public Hospital District No. 1 Chelan County Public Utility District No. 1 Chelan County/Wenatchee Housing Authority Chelan-Douglas Health District Chinook Water District Chuckanut Community Forest Park District Clallam Conservation District Clallam County Fire District No. 2 Clallam County Fire District No. 5 Clallam County Fire District No. 6 Clallam County Fire Protection District No. 1 Clallam County Fire Protection District No. 3 Clallam County Fire Protection District No. 4 Clallam County Hospital District No. 1 Clallam County Housing Authority Clallam County Parks and Recreation District No. 1 Clallam County Public Hospital District No. 2 Clallam County Public Utility District No. 1 Clark County Fire District No. 10 Clark County Fire District No. 11 Clark County Fire District No. 13

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
		Pacific City Joint Water Sanitary Authority			Clark County Fire District No. 5
		Pacific Communities Health District			Clark County Fire Protection District No. 3
		Palatine Hill Water District			Clark County Fire Protection District No. 6
		Peninsula Drainage District No. 1			Clark County Public Utility District No. 1
		Peninsula Drainage District No. 2			Clark Regional Wastewater District
		Pilot Rock Fire Protection District			Cline Irrigation District
		Pine Grove Rural Fire Protection District			Clinton Water District
		Pleasant Hill Rural Fire Protection District			Coal Creek Utility District
		Pleasant Home Water District			Columbia Conservation District
		Polk County Fire District No- 1			Columbia County Fire District No. 3
		Polk County Housing Authority			Columbia County Public Hospital District No. 1
		Polk Soil and Water Conservation District			Columbia County Rural Library District
		Portland Metropolitan Area Water District			Columbia Irrigation District
		Public Procurement Authority			Columbia Valley Water District
		Rainbow Water District			Colville Indian Housing Authority
		Raleigh Water District			Consolidated Irrigation District No. 14
		Redmond Area Park and Recreation District			Covington Water District
		Riddle Rural Fire District			Cowiche Sewer District
		River Forest Acres Special Road District			Cowlitz County Cemetery District No. 2
		River Road Park and Recreation District			Cowlitz County Fire District No. 6
		Rivergrove Water District			Cowlitz County Public Utility District No. 1
		Roads End Sanitary District			Cowlitz Transit Authority
		Roberts Creek Water District			Cross Valley Water District
		Rockwood Water People's Utility District			Dallesport Water District
		Rogue River Cemetery Maintenance District			Douglas County Fire District No. 2
		Rogue Valley Transportation District			Douglas County Fire Protection District No. 5
		Roseburg Urban Sanitary Authority			Douglas County Public Utility District No. 1
		Sable Drive Road District			Douglas County Sewer District No. 1
		Salem Area Mass Transit District			Douglas-Okanogan County Fire District No. 15
		Salem Housing Authority			East Columbia Basin Irrigation District
		Salem-Keizer Transit District			East Gig Harbor Water District
		Santa Clara Rural Fire Protection District			East Lewis County Public Development Authority
		Santiam Water Control District			East Pierce Fire and Rescue District No. 22
		Scappoose Rural Fire District			East Spokane Water District No. 1
		Scio Rural Fire District			East Wenatchee Water District
		Scottsburg Rural Fire District			Eastmont Metropolitan Park District
		Seal Rock Fire District			Eastsound Sewer and Water District
		Seal Rock Water District			Edmonds Public Facilities District
		Shangri-La Water District			Ellensburg Business Development Authority
		Shasta View Irrigation District			Enterprise Cemetery District No. 7
		Siletz Rural Fire Protection District			Entiat Irrigation District
		Silverton Fire District			Everett Housing Authority
		Sisters-Camp Sherman Rural Fire Protection District			Everett Public Facilities District
		Siwamaw Public Library District			Evergreen Water-Sewer District No. 19
		South Clackamas Transportation District			Fall City Water District
		South Suburban Sanitary District			Ferry County Public Utility District No. 1
		Southern Curry Cemetery Maintenance District			Ferry/Okanogan County Fire Protection District No. 13
		Southwest Lincoln County Water District			Fisherman Bay Sewer District
		Spring River Special Road District			Foster Creek Conservation District
		Springfield Utility District			Four Lakes Water District No. 10
		Stanfield Fire District No. 7-402			Franklin Conservation District
		Stayton Fire District			Franklin County Cemetery District No. 2
		Suburban East Salem Water District			Franklin County Fire District No. 1
		Sunrise Water Authority			Franklin County Fire Protection District No. 3
		Sunset Empire Transportation District			Franklin County Irrigation District No. 1
		Swalley Irrigation District			Franklin County Public Utility District No. 1
		Sweet Home Fire and Ambulance District			Freeland Water and Sewer District
		Talent Irrigation District			Ft. Worden Public Development Authority
		Terrebonne Domestic Water District			Gardena Farms Irrigation District No. 13
		Three Sisters Irrigation District			Goforth Special Utility District
		Tillamook County Transportation District			Grand Coulee Project Hydroelectric Authority
		Tillamook People's Utility District			Grandview Irrigation District
		Tiller Rural Fire District			Grant County Airport District No. 1
		Toledo Rural Fire Protection District			Grant County Fire District No. 10
		Tri City Rural Fire District No. 4			Grant County Fire District No. 11
		Tri City Water District			Grant County Fire District No. 3
		Tri-City Service District			Grant County Fire District No. 4
		Tri-County Metropolitan Transportation District			Grant County Fire District No. 7
		Tualatin Hills Park and Recreation District			Grant County Fire Protection District No. 5
		Tualatin Hills Park and Recreation District			Grant County Housing Authority
		Tualatin Valley Irrigation District			Grant County Mosquito Control District No. 1
		Tualatin Valley Water District			Grant County Mosquito District No. 2
		Tumalo Irrigation District			Grant County Port District No. 4
		Twin Rocks Sanitary District			Grant County Port District No. 6
		Umatilla County Housing Authority			Grant County Port District No. 7
		Umatilla Hospital District			Grant County Public Hospital District No. 1
		Umatilla Land Redevelopment Authority			Grant County Public Hospital District No. 2
		Umatilla Morrow Radio and Data District			Grant County Public Hospital District No. 3
		Umatilla Reservation Housing Authority			Grant County Public Hospital District No. 4
		Umatilla Rural Fire Protection District			Grant County Public Utility District No. 2
		Union Cemetery District			Grant Transit Authority
		Vale Oregon Irrigation District			Grays Harbor Conservation District
		Valley View Water District			Grays Harbor County Fire Protection District No. 1
		Vandevent Acres Special Road District			Grays Harbor County Fire Protection District No. 12
		Vineyard Mountain Water and Improvement District			Grays Harbor County Fire Protection District No. 14
		Walla Walla River Irrigation District			Grays Harbor County Fire Protection District No. 2
		Walla Walla County Health Care District			Grays Harbor County Fire Protection District No. 7
		Wamic Water and Sanitary Authority			Grays Harbor County Housing Authority
		Warm Springs Housing Authority			Grays Harbor County Water District No. 1
		Wasco County Soil and Water Conservation District			Grays Harbor County Water District No. 2
		Washington County Fire District No. 2			Grays Harbor Drainage District No. 1
		Washington County Housing Authority			Grays Harbor Fire District No. 10
		Water Wonderland Improvement District			Grays Harbor Historical Seaport Authority
		Wedderburn Sanitary District			Grays Harbor Public Utility District No. 1

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
		West Slope Water District West Valley Housing Authority Western Lane Ambulance District Westport Wauna Rural Fire Protection District Westwood Hills Road District Wiard Memorial Park District Wickiup Water District Willamalane Park and Recreation District Williams Rural Fire Protection District Willow Creek Park District Winchester Bay Sanitary District Winston-Dillard Fire District Winston-Dillard Water District Woodburn Rural Fire Protection District Yamhill County Housing Authority Yamhill Fire Protection District Youngs River-Lewis and Clark Water District			Grays Harbor Transportation Authority Greater Wenatchee Irrigation District Greater Wenatchee Regional Events Center Public Facilities District Green Tank Irrigation District No. 11 Hartstene Pointe Water-Sewer District Highland Water District Highlands Sewer District Highline Water District Historic Seattle Preservation and Development Authority Holmes Harbor Sewer District Hunters Water District Hydro Irrigation District No. 9 Icicle Irrigation District Inchelium Water District Irvin Water District No. 6 Island County Fire District No. 3 Island County Fire Protection District No. 1 Island County Housing Authority Jefferson County Conservation District Jefferson County Fire District No. 5 Jefferson County Fire Protection District No. 1 Jefferson County Fire Protection District No. 3 Jefferson County Public Utility District No. 1 Jefferson County Water District No. 3 Jefferson Transit Authority Juniper Beach Water District Kapowsin Water District Kelso Housing Authority Kennewick Housing Authority Kennewick Irrigation District Kennewick Public Facilities District Kennewick Public Hospital District Kent Fire Department Regional Fire Authority Key Peninsula Metro Parks District King County Airport District No. 1 King County Ferry District King County Fire Protection District No. 16 King County Fire Protection District No. 2 King County Fire Protection District No. 20 King County Fire Protection District No. 25 King County Fire Protection District No. 27 King County Fire Protection District No. 28 King County Fire Protection District No. 34 King County Fire Protection District No. 37 King County Fire Protection District No. 40 King County Fire Protection District No. 43 King County Fire Protection District No. 44 King County Fire Protection District No. 45 King County Fire Protection District No. 47 King County Fire Protection District No. 50 King County Flood Control District King County Hospital District No. 4 King County Housing Authority King County Public Hospital District No. 1 King County Public Hospital District No. 2 King County Water District No. 1 King County Water District No. 111 King County Water District No. 117 King County Water District No. 119 King County Water District No. 125 King County Water District No. 19 King County Water District No. 20 King County Water District No. 45 King County Water District No. 49 King County Water District No. 54 King County Water District No. 90 Kitsap Conservation District Kitsap County Consolidated Housing Authority Kitsap County Fire District No. 18 Kitsap County Public Utility District No. 1 Kitsap County Rural Library District Kitsap Public Health District Kittitas County Conservation District Kittitas County Fire District No. 2 Kittitas County Fire Protection District No. 7 Kittitas County Hospital District No. 2 Kittitas County Housing Authority Kittitas County Public Utility District No. 1 Kittitas County Water District No. 5 Kittitas County Water District No. 6 Kittitas County Water District No. 7 Klickitat County Fire District No. 14 Klickitat County Fire District No. 15 Klickitat County Fire District No. 1 Klickitat County Fire Protection District No. 4 Klickitat County Fire Protection District No. 5 Klickitat County Port District No. 1 Klickitat County Public Hospital District No. 1 Klickitat County Public Hospital District No. 2 Klickitat County Public Utility District No. 1 Lacey Fire District 3 Lake Chelan Reclamation District Lake Chelan Sewer District Lake Forest Park Water District
		State Oregon Department of Administrative Services Oregon Department of Revenue Oregon Health Licensing Agency Oregon Higher Education Coordinating Commission Oregon Secretary of State Oregon State Board of Nursing State of Oregon			
		Tribal Burns Paiute Tribe Confederated Tribes of Coos, Lower Umpqua and Siuslaw Indians Confederated Tribes of Grand Ronde Community Confederated Tribes of Siletz Indians Confederated Tribes of the Umatilla Indian Reservation Confederated Tribes of the Warm Springs Coquille Indian Tribe Klamath Tribes			

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
					Lake Stevens Sewer District Lake Wenatchee Water District Lake Whatcom Water and Sewer District Lakehaven Utility District Lakewood Water District Lenora Water and Sewer District Lewis County Conservation District Lewis County Fire District No. 1 Lewis County Fire District No. 11 Lewis County Fire District No. 13 Lewis County Fire District No. 18 Lewis County Fire District No. 9 Lewis County Fire Protection District No. 14 Lewis County Fire Protection District No. 16 Lewis County Fire Protection District No. 2 Lewis County Fire Protection District No. 5 Lewis County Fire Protection District No. 6 Lewis County Fire Protection District No. 8 Lewis County Hospital District No. 1 Lewis County Public Facilities District Lewis County Public Utility District No. 1 Lewis County Water District No. 1 Lewis County Water District No. 3 Lewis Public Transportation Benefit Area Authority Liberty Lake Sewer and Water District Lincoln County Fire District No. 1 Lincoln County Fire District No. 4 Lincoln County Fire Protection District No. 5 Lincoln County Fire Protection District No. 6 Lincoln County Fire Protection District No. 8 Lincoln County Hospital District No. 3 Lincoln-Adams County Fire Protection District No. 3 Longview Housing Authority Lopez Island Library District Lower Elwha Housing Authority Lower Squilchuck Irrigation District Lummi Housing Authority Lummi Tribal Sewer and Water District Makah Housing Authority Malaga Water District Manchester Water District Manson Park and Recreation District Marshland Flood Control District Marysville Fire District Mason Conservation District Mason County Fire District No. 13 Mason County Fire District No. 17 Mason County Fire District No. 2 Mason County Fire District No. 4 Mason County Fire Protection District No. 5 Mason County Fire Protection District No. 8 Mason County Housing Authority Mason County Public Hospital District No. 1 Mason County Public Utility District No. 1 Mason County Public Utility District No. 3 Mason County Transit Authority Methow Valley Irrigation District Mid-Columbia Library District Midway Sewer District Moab Irrigation District No. 20 Moses Lake Irrigation and Rehabilitation District Mukilteo Water and Wastewater District Naches-Selah Irrigation District North Beach Water District North Central Washington Economic Development District North City Water District North County Regional Fire Authority North Highline Fire District North Perry Avenue Water District North Whidbey Park and Recreation District Northeast Sammamish Sewer and Water District Northshore Utility District Northwest Park and Recreation District No. 2 Okanogan Conservation District Okanogan County Cemetery District No. 4 Okanogan County Fire District No. 6 Okanogan County Fire Protection District No. 11 Okanogan County Housing Authority Okanogan County Public Hospital District No. 3 Okanogan County Public Hospital District No. 4 Okanogan County Public Utility District No. 1 Okanogan Fire Protection District No. 16 Okanogan Irrigation District Olympic View Water and Sewer District Olympus Terrace Sewer District Orcas Island Library District Orchard Avenue Irrigation District No. 6 Oroville Housing Authority Oroville-Tonasket Irrigation District Othello Housing Authority Pacific Conservation District Pacific County Fire District No. 2 Pacific County Fire Protection District No. 1 Pacific County Fire Protection District No. 3

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
					Pacific County Public Healthcare Services District No. 3 Pacific County Public Utility District No. 2 Pacific Hospital Preservation and Development Authority Palouse Conservation District Pasco/Franklin County Housing Authority Pend Oreille County Fire District No. 2 Pend Oreille County Fire District No. 4 Pend Oreille County Fire District No. 5 Pend Oreille County Library District Pend Oreille County Public Hospital District No. 1 Pend Oreille County Public Utility District No. 1 Peninsula Housing Authority Peninsula Metropolitan Park District Peshastin Irrigation District Peshastin Water District Pierce Conservation District Pierce County Fire District No. 13 Pierce County Fire District No. 16 Pierce County Fire District No. 18 Pierce County Fire District No. 23 Pierce County Fire District No. 27 Pierce County Fire District No. 3 Pierce County Fire District No. 5 Pierce County Fire District No. 8 Pierce County Fire Protection District No. 14 Pierce County Fire Protection District No. 2 Pierce County Fire Protection District No. 21 Pierce County Housing Authority Pike Place Market Preservation and Development Authority Point Roberts Water District No. 4 Ponderay Shores Water and Sewer District Port Ludlow Drainage District Prescott Joint Parks and Recreation District Prosser Fire District No. 3 Prosser Public Hospital District Public Hospital District No. 1 Public Hospital District No. 3 Public Utility District No. 1 Puyallup Tribal Health Authority Quileute Housing Authority Quinalt Housing Authority Quincy-Columbia Basin Irrigation District Renton Housing Authority Richland Housing Authority Richland Public Facilities District Ronald Wastewater District Roza Irrigation District Sacheen Lake Sewer and Water District Sammamish Plateau Water and Sewer District San Juan Island Library District Saratoga Water District Scatchet Head Water District Seattle Chinatown International District Preservation and Development Authority Seattle Housing Authority Seattle Southside Regional Tourism Authority Selah-Moxee Irrigation District Si View Metropolitan Park District Silver Lake Flood Control District Silver Lake Water And Sewer District Silverdale Water District Skagit Conservation District Skagit County Cemetery District No. 2 Skagit County Fire District No. 10 Skagit County Fire District No. 11 Skagit County Fire District No. 15 Skagit County Fire District No. 9 Skagit County Fire Protection District No. 13 Skagit County Fire Protection District No. 14 Skagit County Fire Protection District No. 2 Skagit County Fire Protection District No. 3 Skagit County Fire Protection District No. 4 Skagit County Fire Protection District No. 5 Skagit County Fire Protection District No. 8 Skagit County Housing Authority Skagit County Public Hospital District No. 1 Skagit County Public Hospital District No. 2 Skagit County Public Hospital District No. 304 Skagit County Public Utility District No. 1 Skagit County Sewer District No. 1 Skagit County Sewer District No. 2 Skagit Valley Public Hospital District No. 1 Skamania County Fire District No. 1 Skamania County Fire District No. 4 Skamania County Public Hospital District No. 1 Skamania County Public Utility District No. 1 Skamokawa Water and Sewer District Skyway Water and Sewer District Snohomish County Fire District No. 15 Snohomish County Fire District No. 16 Snohomish County Fire District No. 19 Snohomish County Fire District No. 26 Snohomish County Fire District No. 5 Snohomish County Fire Protection District No. 1 Snohomish County Fire Protection District No. 17

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
					Snohomish County Fire Protection District No. 21 Snohomish County Fire Protection District No. 22 Snohomish County Fire Protection District No. 25 Snohomish County Fire Protection District No. 28 Snohomish County Fire Protection District No. 3 Snohomish County Fire Protection District No. 7 Snohomish County Housing Authority Snohomish County Public Hospital District No. 1 Snohomish County Public Hospital District No. 2 Snohomish County Public Utility District No. 1 Snohomish Health District Snohomish River Regional Water Authority Snoqualmie Valley Hospital District South Columbia Basin Irrigation District South Correctional Entity Public Development Authority South Naches Irrigation District South Whatcom Fire Authority South Whidbey Parks and Recreation District South Yakima Conservation District Southwest Suburban Sewer District Spokane Conservation District Spokane County Fire District No. 12 Spokane County Fire District No. 2 Spokane County Fire District No. 4 Spokane County Fire Protection District No. 10 Spokane County Fire Protection District No. 11 Spokane County Fire Protection District No. 13 Spokane County Fire Protection District No. 3 Spokane County Fire Protection District No. 5 Spokane County Fire Protection District No. 8 Spokane County Fire Protection District No. 9 Spokane County Library District Spokane County Water District No. 3 Spokane Housing Authority Spokane Indian Housing Authority Spokane Public Facilities District Spokane Regional Health District Spokane Transit Authority Startup Water District Steptoe Sewer District No. 1 Stevens County Fire District No. 2 Stevens County Fire District No. 6 Stevens County Fire Protection District No. 1 Stevens County Fire Protection District No. 10 Stevens County Fire Protection District No. 12 Stevens County Fire Protection District No. 5 Stevens County Public Utility District No. 1 Stevens County Rural Library District Stevens Pass Sewer District Sun Harbor Water District No. 3 Sunnyside Housing Authority Sunnyside Valley Irrigation District Sunnyslope Water District Swinomish Housing Authority Tacoma Community Redevelopment Authority Tacoma Housing Authority Tacoma Metropolitan Park District Terrace Heights Sewer District Thea Foss Waterway Development Authority Three Rivers Regional Wastewater Authority Thurston Conservation District Thurston County Fire District No. 12 Thurston County Fire District No. 4 Thurston County Fire District No. 9 Thurston County Fire Protection District No. 3 Thurston County Fire Protection District No. 5 Thurston County Fire Protection District No. 6 Thurston County Fire Protection District No. 8 Thurston County Housing Authority Thurston County Public Utility District No. 1 Tri-County Economic Development District Tukwila Metropolitan Park District Underwood Conservation District Union Gap Irrigation District Val Vue Sewer District Valley Regional Fire Authority Valley View Sewer District Valley Water District Vancouver Housing Authority Vashon Park District Wahkiakum County Public Utility District No. 1 Wahkiakum Fire Protection District No. 1 Wahkiakum Port District No. 1 Walla Walla County Fire Protection District No. 1 Walla Walla County Fire Protection District No. 3 Walla Walla County Fire Protection District No. 4 Walla Walla County Fire Protection District No. 5 Walla Walla County Fire Protection District No. 8 Walla Walla County Rural Library District Walla Walla Housing Authority Wallula Water District No. 1 Washington State Convention Center Public Facilities District Washington State Major League Baseball Stadium Public Facilities District Washington State Tobacco Settlement Authority

Hawaii	Idaho	Oregon	South Carolina	Utah	Washington
					Water District 19 Wells Ranch Irrigation District Wenatchee Reclamation District Wenatchee-Chiwawa Irrigation District West Sound Utility District Whatcom Conservation District Whatcom County Fire District No. 1 Whatcom County Fire District No. 11 Whatcom County Fire District No. 14 Whatcom County Fire District No. 16 Whatcom County Fire District No. 17 Whatcom County Fire District No. 4 Whatcom County Fire District No. 5 Whatcom County Fire District No. 7 Whatcom County Fire District No. 8 Whatcom County Public Utility District No. 1 Whatcom County Water District No. 12 Whatcom County Water District No. 13 Whatcom County Water District No. 2 Whatcom County Water District No. 7 Whatcom Transportation Authority Whidbey Island Public Hospital District Whitestone Reclamation District Whitman County Fire District No. 11 Whitman County Fire Protection District No. 12 Whitman County Fire Protection District No. 14 Whitman County Fire Protection District No. 7 Whitman County Public Hospital District No. 3 Whitman County Rural Library District Whitworth Water District No. 2 Willapa Valley Water District William Shore Memorial Pool District Williams Lake Sewer District No. 2 Wine Science Center Development Authority Wollochet Harbor Sewer District Woodmille Water District Yakima County Fire District No. 1 Yakima County Fire District No. 3 Yakima County Fire District No. 4 Yakima County Fire District No. 5 Yakima County Fire District No. 6 Yakima County Fire Protection District No. 12 Yakima County Fire Protection District No. 14 Yakima County Mosquito Control District Yakima Housing Authority Yakima Regional Clean Air Authority Yakima Rural County Library District Yakima-Tieton Irrigation District State North Seattle Community College Seattle Colleges State Of Washington Washington State Department of Enterprise Services Washington State Department of Health Washington State Department of Social and Health Services Washington State Health Care Authority Tribal Columbia River Inter-Tribal Fish Commission Confederated Tribes of the Chehalis Reservation Confederated Tribes of the Colville Reservation Confederated Tribes of the Yakama Nation Cowitz Indian Tribe Hoh Indian Tribe Jamestown S'Klallam Tribe Kalispel Tribe of Indians Lower Elwha Klallam Tribe Lummi Indian Nation Makah Tribe Muckleshoot Indian Tribe Nisqually Indian Tribe Nooksack Indian Tribe Port Gamble S'Klallam Tribe Puyallup Tribe of Indians Quileute Indian Tribe Quinalt Indian Nation Samish Indian Nation Sauk-Suiattle Indian Tribe Skokomish Indian Tribe Snoqualmie Indian Tribe Spokane Tribe Squaxin Island Tribe Stillaguamish Tribe of Indians Suquamish Tribe Swinomish Indian Tribal Community Tulalip Tribes Upper Skagit Indian Tribe Yakama Nation Land Enterprise



Appendix C - Political Subdivision List for Virginia

City/Town	Special Districts	Public K-12	County	Public Higher Education	State	Townships
City of Alexandria	Acomack-Northampton Transportation District	Acomack County Public Schools	Acomack County	Blue Ridge Community College	State of Virginia	
City of Bristol	Albemarle County Service Authority	Albemarle County Public Schools	Albemarle County	Central Virginia Community College	Virginia Department of Behavioral Health and Developmental Services	Virginia Department of Health
City of Buena Vista	Albemarle-Charlottesville Regional Jail Authority	Alexandria City Public Schools	Alleghany County	Christopher Newport University	Virginia Department of General Services	Virginia Department of Health Professions
City of Charlottesville	Alexandria Redevelopment and Housing Authority	Alexandria County Public Schools	Alleghany County Public Schools	College of William and Mary	Virginia Department of Public Works	
City of Chesapeake	Appomattox River Water Authority	Amelia County Public Schools	Amelia County	Dabney S. Lancaster Community College		
City of Colonial Heights	Bath County Airport Authority	Amherst County Public Schools	Amherst County	Danville Community College		
City of Covington	Bedford County Economic Development Authority	Appomattox County Public Schools	Appomattox County	Arlington County		
City of Danville	Bedford Regional Water Authority	Arlington Public Schools	Arlington County	Augusta County		
City of Emporia	Big Stone Gap Redevelopment and Housing Authority	Atlantic Shores Christian Schools	Bath County	Bedford County		
City of Fairfax	Blacksburg-Christiansburg-VPI Water Authority	Augusta County Public Schools	Bedford County	Bedford County Public Service Authority		
City of Falls Church	Blacksburg-Virginia Polytechnic Institute Sanitation Authority	Bath County Public Schools	Bland County	Botetourt County		
City of Franklin	Blue Ridge Airport Authority	Bedford County Public Schools	Bland County	Brunswick County		
City of Fredericksburg	Blue Ridge Crossroads Economic Development Authority	Bland County Public Schools	Bland County	Buchanan County		
City of Galax	Blue Ridge Regional Jail Authority	Botetourt County Public Schools	Buckingham County Board of Supervisors	Buchanan County Public Service Authority		
City of Hampton	Blue Ridge Soil and Water Conservation District	Bristol Virginia Public Schools	Campbell County	Buckingham County		
City of Harrisonburg	Bristol Redevelopment and Housing Authority	Brunswick County Public Schools	Carroll County	Carroll County		
City of Hopewell	Brookneal-Campbell County Airport Authority	Buchanan County Schools	Carroll County Public Schools	Carroll County Public Service Authority		
City of Lexington	Brunswick County Industrial Development Authority	Buckingham County Public Schools	Charles City County School District	Charles City County		
City of Lynchburg	Buchanan County Industrial Development Authority	Botetourt County Public Schools	Charlotte County	Charlotte County		
City of Manassas	Buena Vista Public Service Authority	Bristol Virginia Public Schools	Charlottesville City Schools	Charlottesville City Schools		
City of Manassas Park	Campbell County Utilities and Service Authority	Brunswick County Public Schools	Chesterfield County	Chesterfield County		
City of Martinsville	Carroll County Industrial Development Authority	Buchanan County Schools	Clarke County	Clarke County		
City of Newport News	Carroll-Grayson-Galax Solid Waste Authority	Buckingham County Public Schools	Chesterfield County Public Schools	Craig County		
City of Norfolk	Charlottesville Water and Sewage Authority	Bland County Public Schools	Clarke County School District	Culpeper County		
City of Norton	Central Shenandoah Planning District Commission	Botetourt County Public Schools	Colonial Beach Schools	Culpeper County		
City of Petersburg	Central Virginia Regional Jail Authority	Bristol Virginia Public Schools	Colonial Heights Public Schools	Cumberland County		
City of Poquoson	Central Virginia Waste Management Authority	Brunswick County Public Schools	Copper River School District	Dickenson County		
City of Portsmouth	Charlottesville Redevelopment and Housing Authority	Buchanan County Schools	Covington City Public Schools	Dinwiddie County		
City of Radford	Charlottesville-Albemarle Airport Authority	Buckingham County Public Schools	Craig County Public Schools	Essex County		
City of Richmond	Chesapeake Airport Authority	Botetourt County Public Schools	Culpeper County Public Schools	Fairfax County		
City of Roanoke	Chesapeake Bay Bridge and Tunnel District	Bristol Virginia Public Schools	Cumberland County Public Schools	Fauquier County		
City of Salem	Chesapeake Hospital Authority	Brunswick County Public Schools	Dickenson County	Fluvanna County		
City of Staunton	Chesapeake Redevelopment and Housing Authority	Buchanan County Schools	Essex County	Franklin County		
City of Suffolk	Coeburn-Norton-Wise Regional Wastewater Authority	Culpeper County Public Schools	Fairfax County	Frederick County		
City of Virginia Beach	Craig-New Castle Solid Waste Authority	Culpeper County Public Schools	Fauquier County	Giles County		
City of Waynesboro	Crater District Area Agency on Aging/Foster Grandparent Program, Inc.	Craig-New Castle Solid Waste Authority	Fluvanna County	Gloucester County		
City of Williamsburg	Culpeper Soil and Water Conservation District	Crater District Area Agency on Aging/Foster Grandparent Program, Inc.	Frederick County	Goochland County		
City of Winchester	Cumberland Plateau Planning District Commission	Culpeper Soil and Water Conservation District	Fredericksburg City Public Schools	Grayson County		
City of Abingdon	Cumberland Plateau Regional Housing Authority	District Three Governmental Cooperative	Galax City Public Schools	Greene County		
Town of Alberta	Cumberland Plateau Regional Waste Management Authority	Dryden Water Authority	Giles County Public Schools	Greensville County		
Town of Altavista	Danville Redevelopment and Housing Authority	Eastern Shore of Virginia Broadband Authority	Gloucester County Public Schools	Henrico County		
Town of Amherst	Danville-Pittsylvania County Regional Industrial Facilities Authority	Essex County Industrial Development Authority	Goochland County Public Schools	Henrico County Public Schools		
Town of Appalachia	Dickenson County Industrial Development Authority	Fairfax County Economic Development Authority	Grayson County Public Schools	Hanover County		
Town of Appomattox	Dickenson County Public Service Authority	Fairfax County Park Authority	Greene County Schools	Henry County		
Town of Ashland	Dinwiddie Airport and Industrial Authority	Fairfax County Water Authority	Greensville County Public Schools	Henry County Public Service Authority		
Town of Bedford	Dinwiddie County Water Authority	Fauquier County Water and Sanitation Authority	Halifax County	Highland County		
Town of Berryville	District Three Governmental Cooperative	Floyd County Economic Development Authority	Halifax County Public Schools	Isle of Wight County		
Town of Big Stone Gap	Dryden Water Authority	Floyd-Floyd County Public Service Authority	Hanover County Public Schools	James City County		
Town of Blacksburg	Eastern Shore of Virginia Broadband Authority	Franklin Redevelopment and Housing Authority	Harrisonburg City Public Schools	King and Queen County		
Town of Bluefield	Essex County Industrial Development Authority	Frederick County Sanitation Authority	Henrico County Public Schools	King George County		
Town of Boones Mill	Fairfax County Economic Development Authority	Fredericksburg Stafford Park Authority	Henry County Public Schools	King George County Service Authority		
Town of Bowling Green	Fairfax County Park Authority	Frederick-Winchester Service Authority	Highland County Public Schools	King William County		
Town of Boyce	Fairfax County Redevelopment and Housing Authority	Front Royal-Warren County Economic Development Authority	Hopewell Public Schools	Lancaster County		
Town of Boydton	Fairfax County Water Authority	Ft. Monroe Authority	Imagine Schools	Lee County		
Town of Bridgewater	Fauquier County Water and Sanitation Authority	Giles County Public Service Authority	Isle of Wight County Schools	Loudoun County		
Town of Broadway	Floyd County Economic Development Authority	Greensville County Water and Sewer Authority	Isle of Wight County Public Schools	Louisiana County		
Town of Brodnax	Floyd-Floyd County Public Service Authority	Halifax County Industrial Development Authority	King George County Public Schools	Lunenburg County		
Town of Brookneal	Franklin Redevelopment and Housing Authority	Halifax County Service Authority	King William County Public Schools	Madison County		
Town of Buchanan	Frederick County Sanitation Authority	Hampton Redevelopment and Housing Authority	Lancaster County Public School System	Mathews County		
Town of Burkeville	Fredericksburg Stafford Park Authority	Hampton Roads Planning District Commission	Lee County Public Schools	Mecklenburg County		
Town of Cape Charles	Frederick-Winchester Service Authority	Hampton Roads Regional Jail Authority	Lexington City Schools	Middlesex County		
Town of Cedar Bluff	Front Royal-Warren County Economic Development Authority	Hampton Roads Sanitation District	Loudoun County Public Schools	Montgomery County		
Town of Charlotte Court House	Gt. Monroe Authority	Harrisonburg Redevelopment and Housing Authority	Louisa County Public Schools	Nelson County		
Town of Chase City	Hampton County Public Service Authority	Harrisonburg-Rockingham Regional Sewer Authority	Lynchburg City Schools	New Kent County		
Town of Chatham	Greensville County Water and Sewer Authority	Headwaters Soil and Water Conservation District	Madison County Public Schools	Northampton County		
Town of Cheriton	Halifax County Industrial Development Authority	Hopewell Redevelopment and Housing Authority	Manassas City Public Schools	Northumberland County		
Town of Chilhowie	Halifax County Service Authority	James River Water Authority	Manassas Park City Schools	Nottoway County		
Town of Chincoteague	Hampton Redevelopment and Housing Authority	John Flannagan Water Authority	Martinsville Public Schools	Orange County		
Town of Christiansburg	Hampton Roads Planning District Commission	Joint Public Service Authority	Mathews County School District	Page County		
Town of Caremont	Hampton Roads Regional Jail Authority	Lee County Industrial Development Authority	Mecklenburg County Public Schools	Patrick County		
Town of Clarksville	Hampton Roads Sanitation District	Lee County Public Service Authority	Manassas City Public Schools	Pittsylvania County		
Town of Clifton	Harrisonburg Redevelopment and Housing Authority	LENOWISCO Planning District Commission	Manassas Park City Schools	Pittsylvania County Service Authority		
Town of Clifton Forge	Harrisonburg-Rockingham Regional Sewer Authority	Lord Fairfax Soil and Water Conservation District	Martinsville Public Schools	Powhatan County		
Town of Clinchco	Headwaters Soil and Water Conservation District	Loudoun County Sanitation Authority	Mathews County School District	Prince Edward County		
Town of Coeburn	Hopewell Redevelopment and Housing Authority	Louisa County Water Authority	Montgomery County Public Schools	Prince George County		
Town of Colonial Beach	James River Water Authority	Lynchburg Redevelopment and Housing Authority	Nelson County Public Schools	Prince William County		
Town of Columbia	John Flannagan Water Authority	Marion Redevelopment and Housing Authority	New Kent County Schools	Prince William County Service Authority		
Town of Courtland	Joint Public Service Authority	Maury Service Authority	Newport News Public Schools	Pulaski County		
Town of Craigsview	Lee County Industrial Development Authority	Mecklenburg-Brunswick Regional Airport Authority	Norfolk Public Schools	Rappahannock County		
Town of Crewe	Lee County Public Service Authority	Meherrin River Regional Jail Authority	Northampton County School District	Richmond County		
Town of Culpeper	LENOWISCO Planning District Commission	Middle Peninsula Regional Airport Authority	Northumberland County Public Schools	Roanoke County		
Town of Damascus	Lord Fairfax Soil and Water Conservation District		Norton City Public Schools	Rockbridge County		
Town of Dayton	Loudoun County Sanitation Authority		Nottoway County Public Schools	Rockbridge County Public Service Authority		
Town of Dendron	Louisa County Water Authority		Orange County Public Schools	Rockingham County		
Town of Dilwyn	Lynchburg Redevelopment and Housing Authority			Russell County		
Town of Drakes Branch	Marion Redevelopment and Housing Authority					
Town of Dublin	Maury Service Authority					
Town of Dumfries	Mecklenburg-Brunswick Regional Airport Authority					
Town of Dungsannon	Meherrin River Regional Jail Authority					
	Middle Peninsula Regional Airport Authority					

City/Town

Town of Elkton
Town of Exmore
Town of Farmville
Town of Fincastle
Town of Floyd
Town of Fries
Town of Front Royal
Town of Gate City
Town of Glade Spring
Town of Glasgow
Town of Glen Lyn
Town of Gordonsville
Town of Goshen
Town of Gretna
Town of Grotoes
Town of Halifax
Town of Hamilton
Town of Haymarket
Town of Hayti
Town of Herndon
Town of Hillsville
Town of Honaker
Town of Hurt
Town of Independence
Town of Iron Gate
Town of Irvington
Town of Jonesville
Town of Kenbridge
Town of Keyville
Town of Kilmarnock
Town of La Crosse
Town of Lawrenceville
Town of Leesburg
Town of Louisa
Town of Lovettsville
Town of Luray
Town of Marion
Town of Middleburg
Town of Middletown
Town of Mineral
Town of Monterey
Town of Montross
Town of Mt. Jackson
Town of Narrows
Town of New Castle
Town of New Market
Town of Nickelsville
Town of Occoquan
Town of Onancock
Town of Orange
Town of Pamplin City
Town of Parkley
Town of Pearisburg
Town of Pembroke
Town of Pennington Gap
Town of Phenix
Town of Pocahontas
Town of Pound
Town of Pulaski
Town of Purcellville
Town of Quantico
Town of Remington
Town of Rich Creek
Town of Richlands
Town of Ridgeway
Town of Rocky Mount
Town of Round Hill
Town of Rural Retreat
Town of Saltville
Town of Scottsville
Town of Shenandoah
Town of Smithfield
Town of South Boston
Town of South Hill
Town of St. Paul
Town of Stanley
Town of Stephens City
Town of Strasburg
Town of Stuart
Town of Tangier
Town of Tappahannock
Town of Tazewell
Town of Timberville
Town of Troutville
Town of Urbanna
Town of Victoria
Town of Vienna
Town of Vinton
Town of Wakefield
Town of Warrenton
Town of Warsaw
Town of Washington
Town of Waverly
Town of West Point
Town of White Stone
Town of Windsor
Town of Woodstock
Town of Wytheville

Special Districts

Montgomery County Public Service Authority
Montgomery Regional Solid Waste Authority
Mt. Rogers Planning District Commission
New River Regional Water Authority
New River Resource Authority
New River Valley Planning District Commission
New River Valley Regional Jail Authority
Newport News Redevelopment and Housing Authority
Nicholas County Solid Waste Authority
Norfolk Airport Authority
Norfolk Economic Development Authority
Norfolk Redevelopment and Housing Authority
Northern Neck Planning District Commission
Northern Virginia Regional Park Authority
Northern Virginia Transportation Authority
Northwestern Regional Jail Authority
NRV Regional Water Authority
Pamunkey Regional Jail Authority
Patrick County Economic Development Authority
Pepper's Ferry Regional Wastewater Treatment Authority
Petersburg Redevelopment and Housing Authority
Peumansend Creek Regional Jail Authority
Piedmont Soil and Water Conservation District
Planning District One Behavioral Health Services
Portsmouth Redevelopment and Housing Authority
Prince William County Park Authority
Pulaski County Public Service Authority
Pulaski County Sewerage Authority
Radford Industrial Development Authority
Randolph County Water, Sewer and Fire Protection Authority
Rapidan Service Authority
Rappahannock Regional Jail Authority
Rappahannock-Shenandoah-Warren Regional Jail Authority
Region 2000 Services Authority
Richmond Behavioral Health Authority
Richmond Hospital Authority
Richmond Metropolitan Authority
Richmond Redevelopment and Housing Authority
Richmond Regional Planning District Commission
Rivanna Solid Waste Authority
Rivanna Water and Sewer Authority
Riverside Regional Jail Authority
Roanoke Redevelopment and Housing Authority
Roanoke River Service Authority
Roanoke Valley Broadband Authority
Roanoke Valley Resource Authority
Robert E. Lee Soil and Water Conservation District
Rockbridge Area Network Authority
Rockbridge County Solid Waste Authority
Russell County Industrial Development Authority
Russell County Public Service Authority
Scott County Economic Development Authority
Scott County Redevelopment and Housing Authority
Shenandoah Valley Soil and Water Conservation District
Smyth County Industrial Development Authority
Smyth Washington Regional Industrial Facilities Authority
South Central Wastewater Authority
Southeastern Public Service Authority
Southside Planning District
Southside Regional Jail Authority
Southwest Regional Recreation Authority
Southwest Virginia Regional Jail Authority
Suffolk Redevelopment and Housing Authority
Tappahannock Essex County Airport Authority
Tazewell County Airport Authority
Tazewell County Industrial Development Authority
Tazewell County Public Service Authority
Tazewell County Public Service Authority
Thomas Jefferson Planning District Commission
Thomas Jefferson Soil and Water Conservation District
Toms Brook-Mauertown Sanitary District
Upper Occoquan Service Authority
Valley Municipal Utility District No. 2
Vint Hill Economic Development Authority
Virginia Beach Development Authority
Virginia Commercial Space Flight Authority
Virginia Highlands Airport Authority
Virginia Housing Development Authority
Virginia Peninsulas Public Service Authority
Virginia Port Authority
Virginia Resources Authority
Virginia Tech/Montgomery Regional Airport Authority
Virginia/Carolina Water Authority
Virginia's First Regional Industrial Facility Authority
Washington County Industrial Development Authority
Washington County Service Authority
Waynesboro Economic Development Authority
Waynesboro Redevelopment and Housing Authority
West Piedmont Planning District
Western Virginia Water Authority
Williamsburg Area Transit Authority
Winchester Regional Airport Authority
Wired Road Authority
Wise County Public Service Authority
Wise County Redevelopment and Housing Authority
Woodway Water and Sewer Authority
Wytheville Redevelopment and Housing Authority

Public K-12

Page County Public Schools
Patrick County Public Schools
Petersburg City Public Schools
Pittsylvania County School District
Poquoson City Public Schools
Portsmouth Public Schools
Powhatan County Public Schools
Prince Edward County Schools
Prince George County Public Schools
Prince William County Schools
Pulaski County Public Schools
Radford City Schools
Rappahannock County Public Schools
Richmond City Public Schools
Richmond County Public Schools
Roanoke City Public Schools
Roanoke County Public Schools
Rockbridge County Schools
Rockingham County Public Schools
Russell County Public Schools
Salem City Schools
Scott County Public Schools
Shenandoah County Public Schools
Smyth County Public Schools
Southampton County Public Schools
Spotsylvania County Public Schools
Stafford County Public Schools
Staunton City Schools
Suffolk Public Schools
Surry County Public Schools
Sussex County Public Schools
Tazewell County Public Schools
Virginia Beach City Public Schools
Warren County Public Schools
Washington County School District
Waynesboro Public Schools
West Point Public Schools
Westmoreland County Public Schools
Williamsburg-James City County Public Schools
Winchester Public Schools
Wise County Public Schools
Wythe County Public Schools
York County Public Schools

County

Scott County Public Service Authority
Shenandoah County
Smyth County
Southampton County
Spotsylvania County
Stafford County
Surry County
Sussex County
Tazewell County
Tri-County Lake Administrative Commission
Warren County
Washington County
Westmoreland County
Wise County
Wythe County
York County

Public Higher Education**State****Townships**

SOURCEWELLSM (Formerly NJPA) AWARDED VENDOR
REQUIRED FEMA TERMS AND CONDITIONS CERTIFICATION

Procurements by SourcewellSM (Formerly NJPA) or Sourcewell Members utilizing funds under a federal grant or contract funded all or in part by the Federal Emergency Management Agency (FEMA) may be subject to specific federal laws, regulations, and requirements in addition to those under other federal, state and local laws. This may include, but is not limited to, the procurement standards of the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, Title 44 of the Code of Federal Regulations, Part 13 (44 CFR Part 13).

The terms included in this section express Vendors willingness and ability to comply with certain requirements which may be applicable to specific Sourcewell Member purchases using FEMA grant or contract dollars. Sourcewell Members may also require Proposers to enter into ancillary agreements, in addition to the Sourcewell contract's general terms and conditions, to address a Member's specific contractual needs, including contract requirements for a procurement using FEMA grants or contracts. Sourcewell reserves the right at any time within a contract term to require an awarded Vendor to reaffirm or resubmit proper documentation relating to these requirements.

Note: The numbering and identification contained within this section is only for reference purposes and does not identify any actual Federal designation or location of the rule. Rules are located in 44 CFR Part 13.

(A) Pursuant to 44 CFR 13.36(i)(1), Sourcewell is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Vendor's compliance with the terms of the request for proposal and contract award, including but not limited to those remedies set forth at 44 CFR 13.43.

Vendor Agrees (YES or NO)

Initials of Authorized Representative

(B) Pursuant to 44 CFR 13.36(i)(2), Sourcewell may terminate the contract award for cause or convenience in accordance with the procedures set forth in the request for proposal and contract award and those provided by 44 CFR 13.44.

Vendor Agrees (YES or NO)

Initials of Authorized Representative

(C) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Vendor shall comply with the following federal laws during the term of an award for this contract by Sourcewell:

- a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
- b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
- c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
- d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);
- e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and

f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Vendor Agrees (YES or NO)	Initials of Authorized Representative
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(D) Pursuant to 44 CFR 13.36(i)(7), Vendor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.

Vendor Agrees (YES or NO)	Initials of Authorized Representative
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(E) Pursuant to 44 CFR 13.36(i)(8), Vendor agrees to the following provisions regarding patents:

a. During the term of an award for this contract by Sourcewell, all rights to inventions and/or discoveries that arise or are developed, in the course of or under this request for proposal and contract award, shall belong to the Sourcewell Member and be disposed of in accordance with their policy. Sourcewell and Sourcewell members, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.

Vendor Agrees (YES or NO)	Initials of Authorized Representative
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(F) Pursuant to 44 CFR 13.36(i)(9), Vendor agrees to the following provisions, regarding copyrights:

a. During the term of an award for this contract by Sourcewell, any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:

- (1) The copyright in any work developed under a grant or contract; and
- (2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.

Vendor Agrees (YES or NO)	Initials of Authorized Representative
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(G) Pursuant to 44 CFR 13.36(i)(10), Vendor shall maintain any books, documents, papers, and records of the Vendor which are directly pertinent to this request for proposal and contract award. At any time during normal business hours and as often as Sourcewell or Sourcewell Members deems necessary, Vendor shall permit Sourcewell or Sourcewell Member, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions

Vendor Agrees (YES or NO)	Initials of Authorized Representative
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(H) Pursuant to 44 CFR 13.36(i)(11), Vendor shall retain all required records for three years after FEMA or Sourcewell or Sourcewell Members makes final payments and all other pending matters are closed. In addition, Vendor shall comply with record retention requirements set forth in 44 CFR 13.42

Vendor Agrees (YES or NO)

Initials of Authorized Representative

Vendor agrees to comply with federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that Vendor certifies compliance with provisions, laws, acts, regulations, etc. as noted above.

This certification shall be effective through the term of the Vendor's Sourcewell awarded contract.

Vendor: _____

Contract number: _____

Category: _____

Maturity date: _____

Address: _____

City, state, zip code: _____

Phone number: _____

Printed name and title of
authorized representative: _____

Signature of authorized
representative: _____

Date: _____



Staff Report: 097-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 8/8/2022

SUBJECT Bid Award for Ellsworth Water Plant Roof Replacement

Key Points

- The Ellsworth Water Treatment Plant is essential to the City's water system in providing safe, clean drinking water.
- This project replaces the original 1995 constructed metal roof that is in need of replacement due to leaks.
- Three (3) responsive bids were received and Roof Toppers has been determined to be the lowest responsive and responsible bidder.
- Roof Toppers anticipates exceeding the City's apprenticeship utilization goal of 3%.

Strategic Plan Alignment

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

Present Situation

The Ellsworth Water Station is a 40-acre site that includes three wells, two booster pump stations and a treatment plant. The water treatment plant is a 6,000 square foot concrete masonry building with a metal roof that was built in 1995. The Ellsworth wells are in a deep, protected aquifer that contains elevated concentrations of naturally occurring iron and manganese. The treatment system has successfully removed iron and manganese from the water since the treatment facility began operations in 1995.

Due to a complicated roof geometry, the roof has leaked periodically since installation. City personnel have attempted multiple, surface roof repairs. These repairs were marginally successful for brief periods and leaks have continued to increase in prevalence over time. Some leaks have impacted the operation of the facility and created safety hazards for operations personnel. A consultant was hired to evaluate the roof and plan upgrades to repair or replace the roof. Metal roofs of this type typically last approximately 25-30 years. Due to the age and the potential for difficult and ineffective spot repairs, their recommendation was to completely remove the outer

layers and reinstall a modern metal roofing system. This project will replace the original water treatment plant building's roof with a roof that is anticipated to last approximately 25-30 years. In addition, roof openings and flow control devices will be revised, moved or upgraded to prevent the leaks from reoccurring.

On July 19, 2022, the City received three (3) responsive bids and one (1) non-responsive for the subject project. The bids are as follows:

SUMMARY OF RESPONSIVE BIDS	
BIDDER	AMOUNT
Roof Toppers, Inc. Vancouver, WA	\$480,663.68
Interstate Sheet Metal, Inc., Battle Ground, WA	\$683,344.39
American Guaranteed Roofing & Construction, Inc., Gig Harbor, WA	\$747,565.00
Construction Services Group, Vancouver, WA	Non-Responsive
<i>Engineer's Estimate with Tax</i>	<i>\$570,000.00</i>

Roof Toppers, Inc. has completed projects of similar size and scope in the past and has met the requested supplemental responsible bidder criteria.

Roof Toppers, Inc. acknowledges the City's desire for Apprenticeship Utilization on this project and is anticipating exceeding the 3% goal by using approximately 65 hours of apprentice time of the estimated 1680 total labor hours in this project.

Advantage(s)

- Provides a new roof to protect the water treatment building from precipitation.
- Decreases maintenance with an effective roof system.
- Ensures reliable supply of safe, clean drinking water.

Disadvantage(s)

None

Budget Impact

The funds for this project are budgeted in the Water Fund, 2021-2022 Capital Budget.

Prior Council Review

Project approved in the 2021 - 2022 Water Capital Improvement Budget.

Action Requested

On August 8, 2022, award a construction contract for the Ellsworth Water Plant Roof Replacement project to the lowest responsive and responsible bidder, Roof Toppers, Inc. of Vancouver, WA at their bid price of \$480,663.68, which includes Washington State sales tax; and authorize the City Manager or designee to execute a contract with Roof Toppers, Inc. for the same.

Tyler Clary, Water Engineering Program Manager, 360-487-7169

ATTACHMENTS:

- ▯ Contract



CONTRACT # _____
ITB 22-33 Ellsworth Water Station Roof

THIS CONTRACT is entered into by and between the City of Vancouver, a municipal corporation under the laws of the State of Washington, hereinafter referred to as "City," and Roof Toppers, Inc., hereinafter referred to as "Contractor," whose address is 5709 NE 88th St., Vancouver, WA 98665, hereinafter referred to "Parties."

WHEREAS, the City desires to engage the Contractor to provide public work and other related services for Ellsworth Water Station Roof. Contractor has agreed to offer its services to perform said work per the City issued Invitation to Bid (ITB) No. 22-33 and all addenda thereto, Contractor's bid to said ITB, and the Project Plans and Special Provisions.

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

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

The Ellsworth Water Treatment Plan Roof Replacement Project consists of removing and replacing the original standing seam metal roof installed in 1995. The new standing seam, metal roofing system will be supported by the existing roof deck. Related work includes modifications to the roof ventilation equipment with relocations for some of the vents. Fall protection measures will be installed with the project. The drinking water facility will be active throughout the project.

The contract work shall be fully complete within 70 Working Days from the Notice to Proceed date.

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

the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier. The Contractor shall require all subcontractors to comply with all relevant federal, state and municipal laws, rules and regulations whatsoever.

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

1. Have a current certificate of registration in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 2. Have a current Washington Unified Business Identifier (UBI) number;
 3. Have received training on the requirements related to public works and prevailing wage as required by RCW 39.04.350;
 4. Within the three-year period immediately preceding the date of the bid solicitation, not have been determined by a final and binding citation and notice of assessment issued by the department of labor and industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW.
 5. If applicable, have:
 - i. Have Industrial Insurance (workers' compensation) coverage for the subcontractor's employees working in Washington, as required in Title 51 RCW;
 - ii. A Washington Employment Security Department reference number, as required in Title 50 RCW;
 - iii. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - iv. An electrical contractor license, if required by Chapter 19.28 RCW;
 - v. An elevator contractor license, if required by Chapter 70.87 RCW.
 6. Not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065 (3).
- 5. DELINQUENT STATE TAXES:** The Contractor shall not owe delinquent taxes to the Washington State Department of Revenue without a payment plan approved by the Department of Revenue.
- 6. COMPENSATION AND SCHEDULE OF PAYMENTS:** In consideration of the promises and agreements of the Contractor as set forth herein, and in consideration of the faithful performance and furnishing of the work and materials required by this Contract to the satisfaction of the City, the City agrees to pay to the Contractor in the manner and at the times provided hereinafter and in the Contract Documents, and in accordance with the ordinances of the City of Vancouver and the laws of the State of Washington, an amount not to exceed the following sum, which does includes 8.5% Washington State Sales Tax (if applicable) \$480,663.68.
- The amount finally to be paid is, however, variable upon the work actually performed and final payment will be made upon the basis of the amount of work performed and the materials furnished, and at the lump sum or unit prices fixed in the Contractor's Proposal and as modified by any and all approved Change Orders.
- 7. CONTRACTOR'S INSURANCE:** The Contractor agrees to procure insurance coverage as required below:

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Occurrence	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	Statutory
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000
IV. Pollution Legal Liability	
Each Claim	\$3,000,000
Annual Aggregate	\$6,000,000
V. Builders Risk	
Builder's "All Risk" Property Insurance	Contract Value
a. Coverage to include personal property of others in the care, custody and control of the contractor. Coverage should be written for 100% of the completed value. b. For additions or repairs of existing building structures, coverage to include contractor's interest in improvements, repairs, additions, alterations to completed buildings and subject to items described in "a".	

- 8. CONTRACTOR'S BOND:** The Contractor agrees that before it undertakes performance of this Contract, it will file with the City of Vancouver a Performance Bond and Payment Bond, in the forms prescribed by the City of Vancouver, in the full amount of the Contract price with a company authorized to do business in the State of Washington as a surety. The bonds shall comply with the laws of the State of Washington, and especially with the provisions of Chapter 39.08 RCW.
- 9. DISPUTE RESOLUTION:** In the event of a dispute between the Parties which cannot be resolved by the contract managers, the Contractor and the City shall review such dispute and may attempt to resolve the dispute. Any controversy or claim arising out of or relating to this Contract or the alleged breach of this Contract that cannot be resolved by the Parties within 30 days of receipt of written notice may be submitted to mediation. If the dispute is not resolved through mediation,

it shall be submitted to binding arbitration in accordance with the rules and procedures set forth in Chapter 7.04A RCW. The Parties agree to pay their own attorneys' fees and expenses.

10. 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.

11. PAYMENT OF LABOR: The Contractor agrees that all laborers, workers, or mechanics employed by it or by any subcontractor in the performance of this Contract will be paid not less than the prevailing rate of wage for an hours work, in accordance with the provisions of the Chapter 39.12 RCW, and all rules and regulations promulgated pursuant thereto. The State of Washington prevailing wage rates applicable for this public works project, which is located in Clark County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. The prevailing wage rates in effect at the time of the bid submittal deadline shall apply for the duration of the project, no matter how long it lasts. However, if the Contract is awarded more than six months after the bids were due, the prevailing wage rates in effect on the award date shall apply.

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

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

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

No payment shall be made to the Contractor, however, until the Contractor and all subcontractors who have performed work shall have filed and received approval of a Statement of Intent to Pay Prevailing Wage as required by RCW 39.12.040 from the Washington State Department 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.

- 13. 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.

- 14. 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.

- 15. PUBLIC DISCLOSURE COMPLIANCE:** The parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.17 RCW for withholding or delaying public disclosure of such information.

- 16. 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.

- 17. 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.

18. 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.

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

20. 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 Contract, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City of Vancouver incurring any financial or legal liability for such purchases. The City of Vancouver agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City of Vancouver is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

21. 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.

22. 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.

23. 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.

24. OPPORTUNITY TO CURE: The City at its sole discretion may in lieu of a termination allow the Contractor to cure the defect(s), by providing a "Notice to Cure" to Contractor setting forth the remedies sought by City and the deadline to accomplish the remedies. If the Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or

conditions of this Contract within the time stated time, the City shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against the Contractor and its sureties for said breach or default, including but not limited to termination of this Contract for convenience.

- 25. 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.
- 26. 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.
- 27. 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.
- 28. 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.
- 29. BINDING EFFECT:** The provisions, covenants and conditions in this Contract bind the parties, their legal heirs, representatives, successors, and assigns.
- 30. RATIFICATION:** Acts taken pursuant to this Contract but prior to its effective date are hereby ratified and confirmed.
- 31. INCORPORATED CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE:** The complete Contract includes these parts listed in this section below, which are incorporated by this reference as if fully as set forth herein. Any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):
1. Amendments to the Contract,
 2. This Contract,
 3. Addenda to the Solicitation,
 4. The Solicitation,
 5. Contractor's Proposal,
 6. Contract Plan Set,
 7. Permits and Approvals and Technical Specifications,

8. City of Vancouver Standard Plans,

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

Anna Vogel
City of Vancouver
415 W 6th St.
PO Box 1995
Vancouver WA 98668-1995

Brian Schlecht
Roof Toppers, Inc.
5709 NE 88th St.
Vancouver, WA 98665

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

CITY OF VANCOUVER
A municipal corporation

CONTRACTOR:
Roof Toppers, Inc.

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney



Staff Report: 098-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 8/8/2022

SUBJECT Professional Service Agreement for the Water Station 3 Master Plan (RFQ 7-22)

Key Points

- Vancouver's Water Station 3 is a 2.3-acre site located at 4301 West Washington Street and has served the community with safe clean drinking water since 1944.
- The City's 2015 Comprehensive Water System Plan outlines major capital improvements for the Water Station 3 site.
- A Request for Qualifications (RFQ 7-22) was issued earlier this year and four proposals were received for professional services.
- Of the proposals submitted, Jacobs Engineering Group, Inc. was selected to perform the initial work to develop a Water Station 3 Master Plan.
- Developing the site master plan will complete part A of a two-part scope of work identified in the Request for Qualifications. Part B to follow will be for the final design under a separate contract.

Strategic Plan Alignment

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

Present Situation

Water Station 3 is on a 2.3-acre parcel and has been a municipal water facility serving our community with safe, clean drinking water since 1944. The site contains a 1.25 million gallon, partially buried concrete reservoir and a 250,000-gallon steel water tower, three groundwater wells, a booster pump station, and water treatment facilities. A Water Station 3 site map is attached for reference.

The need for major improvements to the Water Station 3 site are recognized in Vancouver's approved 2015 Comprehensive Water System Plan and the 2022–2027 Capital Improvement Plan for Vancouver's Utilities. Aging facilities and components on the Water Station 3 site are to be replaced with seismically resilient structures and the water storage is to be increased to meet a

state regulatory requirement mandating more available water storage for fire suppression. New facilities will provide for system reliability and redundancy to allow the water utility to continue to meet the community's expectation of uninterrupted water service. New components must maximize efficiency, increase safety, increase site security, utilize existing water rights, protect water resources, enhance the environment, and meet all regulatory requirements.

Major design elements for the Water Station 3 project are: replacing the concrete ground level reservoir and steel water tower; replacing two of the three wells; relocation and replacement of the 45th Street Booster Pump Station with a new booster pump station on the Water Station 3 site; replacing the existing chlorine gas treatment system with a safe reliable onsite sodium hypochlorite generation system; upgrading the site electrical network; upgrading instrumentation and control systems with modern state of the art technology; providing support facilities for operations and maintenance; and improving street frontages, site security, and site access. The design shall incorporate the potential for adding PFAS removal to comply with future regulatory requirements that are anticipated. The site master plan will also be developed to ensure the project is consistent with Vancouver's proposed Climate Action Plan and design consideration shall be given for incorporating elements that will reduce greenhouse gas emissions, enhance the environment, and improve the site to be a good neighbor within the community.

A Request for Qualifications (RFQ 7-22) for the Water Station 3 Master Plan and Final Design was issued on January 20, 2022. The scope of work for the professional service's identified in the Request for Qualifications contained two parts; Part A to develop the site master plan and Part B to develop the final design. The attached contract is for the scope of work identified as, 'Part A: Water Station 3 Master Plan'. This portion of the work is expected to take ten months to complete. The completed site master plan will then be used as the basis for the final design. 'Part B: Water Station Final Design' work will follow under a separate contract.

In response to the Request for Qualifications, four engineering firms submitted proposals with statements of qualifications to provide architectural and engineering services in the design of the Water Station 3 project. Jacobs Engineering Group, Inc. was selected through the City's evaluation process and will act as the design lead while working closely with City staff in the development of the site master plan.

Jacobs has proposed an approach that provides for a collaborative effort between City staff and their experienced team. They have proven qualifications with the completion of similar municipal water projects of this size and complexity.

Advantage(s)

1. Provides a preliminary plan for necessary water facility improvements.
2. Provides for specialty technical services to complete a comprehensive conceptual design.
3. Identifies stakeholders and provides for assisting the City with early public outreach and stakeholder engagement.
4. Develops a preliminary plan to comply with federal, state, and local regulatory requirements, including the City's recent Climate Action Plan.
5. The Master Plan will provide the basis for the final design with which to move forward and develop final drawings and specifications for construction.

Disadvantage(s)

None

Budget Impact

Funding for this project is identified as PRJ100492 in the current 2021-2022 Capital Water Budget. Additional funding in future years is identified in the long term water capital improvement program as necessary to support the project.

Prior Council Review

Approved in the 2021-2022 Capital Water Budget.

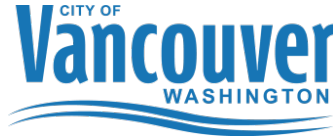
Action Requested

Authorize the City Manager or their designee to execute a professional services agreement between the City of Vancouver and Jacobs Engineering Group, Inc. for an estimated amount not to exceed \$513,254.00; authorize the City Manager to take any legal action necessary to enforce the terms of the same.

Michelle Henry, Senior Civil Engineer, 360-487-7155

ATTACHMENTS:

- ▣ Contract
- ▣ Site Map



CITY OF VANCOUVER
WATER STATION 3 MASTER PLAN AND FINAL DESIGN SERVICES AGREEMENT
No. C-100959

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

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

WHEREAS, the City advertised and issued a Request for Qualifications, numbered 7-22 (hereinafter referred to as the "solicitation") and after evaluation of the Contractor's responsive proposal, found the Contractor be capable of performing the required services; and

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

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

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

Consulting services to develop the Water Station 3 Master Plan and Final Design.

All work must be authorized and approved by the City's Project Manager before any work can begin. The standard of care applicable to Contractor's services will be the care and degree of skill and diligence normally employed by professional engineers or consultants performing the same

or similar services at the time said services are performed. The Contractor shall actively seek collaborative input from City staff.

2. **COMPENSATION:** Payment to the Contractor for the work described in this Agreement shall not exceed \$513,254.00 USD.

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

Compensation is limited to the amount specified for each specific task order, unless amended in writing. Compensation may be amended, for documentable circumstances not reasonably foreseeable to either party at the time the task order is initiated, or for changes to the scope of work or deliverables requested by the City. All deliverables must adhere to the requirements set forth in this Agreement.

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

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

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

4. **TERM OF AGREEMENT:** The term of this Agreement shall commence on August 1, 2022 and continue until March 31, 2023. Unless directed otherwise by the City, Contractor shall perform the work in accordance with any schedules made a part of this Agreement.
5. **ORDER OF PRECEDENCE:** Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Contract Purchase Orders; the Contractor's responsive proposal to the City's solicitation, and the City's solicitation.
6. **RELATION OF PARTIES:** The Contractor, and its subcontractors, agents, employees, or other vendors contracted by the Contractor to provide services or other work for the purpose of meeting

the Contractor's obligations under this agreement (collectively referred to as "subcontractors"), are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its subcontractors shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other rights, privileges, or benefits afforded to City employees. The Contractor and its subcontractors shall not have the authority to bind City in any way except as may be specifically provided herein.

7. **SUBCONTRACTING:** The City does not permit subcontractors for the work performed under this Agreement. The Contractor shall not subcontract for the performance of any work under this Agreement without prior written permission of the City.
8. **E-VERIFY:** The Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. The Contractor shall ensure all Contractor employees and any subcontractors assigned to perform work under this Agreement are eligible to work in the United States. The Contractor shall provide verification of compliance upon the request of the City. Failure by the Contractor to comply with this subsection shall be considered a material breach.
9. **DELAYS AND EXTENSIONS OF TIME:** If the Contractor is delayed at any time in the progress of the work covered by this Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by the Contractor and the City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to the City.
10. **OWNERSHIP OF RECORDS AND DOCUMENTS:** Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor, and any know-how, methodologies or processes used by the Contractor to provide the services or project deliverables under this Agreement shall remain property of the Contractor.

Reuse by the City of any such work product, not occurring as a part of this Contract, shall be without liability or legal exposure to Contractor.

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

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

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

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

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

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

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

- 15. 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.

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

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

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

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Occurrence	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	

Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement. Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

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.

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

For the City:

Anna Vogel

City of Vancouver

415 W 6th Street

P O Box 1995

Vancouver WA 98668-1995

Email: anna.vogel@cityofvancouver.us

For the Contractor:

Brad Phelps

Jacobs Engineering Group Inc.

2020 SW 4th Ave, Suite 300

Portland, OR 97201

Email: brad.phelps@jacobs.com

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

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

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

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

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

23. 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.

- 24. PUBLIC DISCLOSURE COMPLIANCE:** The parties acknowledge that the City is an “agency” within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.17 RCW for withholding or delaying public disclosure of such information.
- 25. 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.
- 26. NONDISCRIMINATION:** The City of Vancouver, WA is an equal opportunity employer. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap.

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

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

Jacobs Engineering Group Inc.

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

ATTACHMENT “A”

Water Station No. 3 Master Plan

Concept Design Engineering Services

Reservoir & Well Replacement Project

Scope of Work, Fee, and Schedule

City of Vancouver, WA

June 2022

JACOBS[®]

EXHIBIT A

Scope of Work

Introduction

The City of Vancouver has determined the need to replace aging facilities and components at the Water Station 3 (WS3) site to ensure seismic resiliency, compliance with regulatory requirements, and system reliability to allow the site to continue to supply safe, clean, drinking water. The new facilities and site upgrades are to be consistent with the City's Climate Action Plan for reducing greenhouse gas emissions and becoming carbon net neutral. This scope of work is the start to the overall project definition which is to prepare a site master plan and concept design.

This Water Station is located on a 2.3-acre parcel and has been a municipal water supply facility since 1944. The existing site has a 1.25MG partially buried concrete reservoir, a 0.25MG elevated tank, three groundwater wells, a booster pump station with chlorine and fluoride treatment. The three wells have a combined capacity of 6,175 gpm. Water is boosted from the ground level reservoir to provide water to Vancouver High and Lincoln High pressure zones, serving over 28,000 water customers.

The WS3 site is surrounded on three sides by residential development, and the east side by a Washington State Department of Transportation Maintenance Facility.

In addition to the technical details of the project, scheduling of the project, identification of land use planning and other permitting requirements are to be identified to understand and define the project elements and schedule.

The initial intent of the project is to:

- Replace the existing 1.25MG Concrete Reservoir (potentially eliminate)
- Replace the Booster Pump Station attached to the Reservoir
- Replace the 0.25MG Elevated tower
- Address storage deficit for the Vancouver High Pressure Zone that is identified in the City's Comprehensive Water System Plan.
- Replace Wells 1 and 2
- Replace the Chlorine gas system with Onsite Hypochlorite Generation
- Replace the existing fluoride dosing system
- Provide additional support facilities for operators (restroom, sampling stations, testing and storage areas)
- Upgrade the Site Electrical System where needed
- Upgrade the Instrumentation and SCADA System
- Provide Site Security and Access of the site
- Possible addition of PFAS treatment
- Replace the 45th Street (Lincoln High) Booster Pump Station with a new pump station on the WS3 site
- Ensure climate resiliency and climate impact reductions are identified

- Protect the drinking water, water resources, native trees, and all other elements of the environment
- Be a good neighbor and provide equity in service to the community

As a part of the planning process, the Master Plan development will consider increasing water storage capacity at the site, and whether the need for continuing with a separate ground level reservoir/elevated tank and booster pump station is necessary or desired.

The goals of the project are to complete field investigations and develop a site master plan that will be used for the basis of the final design. The final design of the facilities will not be conducted under this scope of work.

As a part of the project, multiple workshops will be conducted to discuss and determine the alternatives and options of the following design elements to be addressed in the Master Plan:

- Evaluate the water storage needs for meeting current and future storage requirements in the Vancouver High Pressure Zone
- Evaluate the need for ground level water storage and associated booster pump station as a part of the future facilities
- Provide recommendations to replace the elevated steel tower and ground level reservoir, providing a technical memorandum of pros/cons to assist in making a decision on a path forward
- Utilizing the City's on-call hydraulic modeling firm, the City will contract directly with them to conduct the analysis of the system hydraulics of the Vancouver High Pressure Zone to fully utilize the water rights of WS3 into the system, increasing its use as a supply source, and to find an optimal balance between WS 3 and WS 1 for pumping and storage. Jacobs will work with the firm to identify necessary hydraulics analysis to be conducted.
- Determine pipe configurations, routing, and disposal for Overflow/Drain discharges of the facilities
- Conduct geotechnical field investigations to determine adequacy for foundations of anticipated structures
- Conduct geotechnical field investigations to determine the potential for onsite infiltration facilities to allow for overflow/drainage of hydraulic structures onsite.
- Provide a conceptual stormwater design for the site
- Determine appropriate locations of 2 new replacement wells/pump stations
- Conduct a feasibility study of replacing the existing 45th Street Booster Pump Station with a new pump station on the WS3 site to address deficiencies identified in the City's Comprehensive Water System Plan in capacity, redundancy, and for reliability. If determined to be feasible, develop a preliminary pump station layout, including sizing and pipeline routing. Include a hydraulic analysis utilizing the City's on-call hydraulic firm (direct hired by City) for the system curve to size the pumps and provide pump curves.
- Obtain work completed by another consultant to address potential layout of a PFAS treatment system including pipes, pumps, and instrumentation for the treatment system.
- Develop a plan for the replacement of the existing Chlorine and Fluoride treatment systems
- Evaluate the site electrical feed and determine any upgrades that will improve reliability and energy efficiency

- Upgrades necessary and desired to the SCADA control system, including communications and control panel(s), and instrumentation
- Evaluate the project with application for Envision certification of the new facilities with sustainable building practices in mind. Pursue the Envision framework to ensure climate resiliency and reductions to climate impacts are met by the project.
- The master plan shall also consider ancillary facilities to further support the operations staff including lab sinks, sampling stations, site lighting, and an employee restroom
- The work shall include the feasibility of including on-site solar power generation system
- Upgrades to the site shall include street frontage improvements for driveway access, sidewalk, fencing, and landscaping as needed.
- In order to prepare for the planning process, the preliminary plans shall address major modifications to the existing Conditional Use Permit (Type II) with a preliminary site plan which will be submitted with a pre-application to the City Community Development Department once this scope of work has been completed. Note, we will be seeking a variance request for the height of the water tower over 35-ft in the final design process.
- City, State, and Federal permitting processes needed for construction approval shall be identified in the preliminary report for handling with the final design.

It is anticipated that the City will perform and provide the site survey to include boundary definitions, identifying existing pipe locations and verification of pipeline depths, boundary survey, existing features, and a topographic surface for the property.

To deliver these preliminary design/Master Plan engineering services for this project, we propose the following tasks be performed to produce the work:

- **Workshops 1 / 2 / 3**
- **Geotechnical Field Investigations and Report**
- **Field investigation to determine potential upgrades to remaining Well 3 facilities (electrical, SCADA controls and instrumentation, structural, etc.)**
- **Water Storage Vessels Size, and Configuration**
- **Hydraulics Analysis of Vancouver High Pressure Zone utilizing the City's on-call hydraulic modeler.**
- **Hydraulic Analysis of Lincoln High Pressure Zone utilizing the City's on-call hydraulic modeler.**
- **Buildings / Site Concept Planning**
- **Tree inventory**
- **Analysis for sustainable building features and site development**
- **Solar energy and siting analysis**
- **Cost Estimate**
- **Master Plan Report**
- **Project Management**

Jacobs will work collaboratively with City staff, and their retained hydraulic modeler to define the project infrastructure using a process of multiple design meetings/discussions that will culminate in the Master Plan design document.

We have included in our work plan, in addition to these workshops, one team meeting during the orientation task to align and charter the project team members.

The following is an outline of the three proposed Workshops that will be conducted with the city throughout the planning effort. Each meeting/workshop would be proposed for ½ day:

Workshop	Materials Provided	Decisions Desired
Kickoff & Workshop #1 – Water Storage Structure Options/Solar Energy Concepts/Well Design Considerations/Initial Site Layout / Treatment Systems		
Storage	✓ Water Storage Vessel Configuration/Types/Sizes ✓ Impact of Ground Level Storage Elimination ✓ Maintaining Chlorine Contact Time	Reservoir Storage Configuration
Solar Energy Concepts & Climate Action Plan (CAP)	✓ Feasibility Study & Analysis	Include Solar Generation into the facilities Planning for Envision and site development to meet the City's CAP.
Well Design	✓ Well Design Configurations and Options and Scheduling of Well Drilling ✓ Well Construction	Well Construction and possible construction scheduling considerations
Initial Site Layout	✓ Initial Discussion of facilities and potential locations of facilities ✓ Infiltration / Discharge	Considerations for system discharges
Treatment Systems	✓ PFAS Treatment System Requirements and Concepts ✓ OnSite Generation ✓ Flouride systems	Needed Treatment Systems, sizing, location, and considerations

Workshop	Materials Provided	Decisions Desired
Equipment Pre-Purchase	✓ Owner Furnished Equipment and Materials (OSG/other ?)	What Elements will be OFE
Geotechnical Considerations	✓ Results of Geotechnical Borings – Limitations or Constraints to planned infrastructure	Definition of potential constraints
Building Configurations and Options	✓ Combined Building Option of Well/Consolidated Facilities' ✓ Separate Well Buildings and Treatment/Booster Building	
Workshop #2 – Hydraulics / Site Layout / Buildings / Treatment Systems		
Hydraulics Review	✓ On-Site and Off-Site System Hydraulics	Confirmation of System Hydraulics Information Balance the site pumping and storage with that of Water Station 1. Confirm pipe sizing for the new Lincoln High BPS
Continued Site Layout	✓ Site Constraints and Alternatives ✓ Stormwater Control ✓ Infiltration Systems ✓ Piping Layouts ✓ Landscape Restoration/Protection	Concept Site Layout
P&ID	✓ Facility P&ID	Process Review
Architecture	✓ Facility Sketches	Architectural Approach Resourcing materials and responsible building features for gaining Envision certification.
Booster Pump Station / Well Stations	✓ Pipe System Configurations ✓ Plan view layouts of pump station concepts ✓ Equipment Discussion ✓ Constant Speed vs. VFD	Booster Pump Station Configuration
Electrical	✓ Electrical Loads and One-Line Diagram ✓ Onsite Electrical Distribution	Electrical Equipment and Electrical Distribution
Generator	✓ Generator Sizing	Generator Sizing and Fuel Needs
SCADA / I&C /Security Systems	✓ Review of I&C Approach ✓ Review Security Systems Approach	I&C and Security Approach
Workshop #3 – Preliminary Design and Construction Sequencing		
Overall Concept Plan review	✓ Pre-Finalization of Concept Plan	
Construction / Design Schedule and Sequencing	✓ Project Schedule ✓ Initial Construction Sequencing Options	Identify potential construction packages for phased approach, include cost of each.

Work Plan

Task 1—Preliminary Design

1.1 Workshops

The Jacobs team will lead three workshop meetings with the city staff to define the project scope, layout, and schedule that will culminate in a site Master Plan document. The workshops are identified above with further definition below.

Workshop 1

The purpose of this first workshop is twofold. The first is to provide an opportunity for members of the Jacobs team to conduct a site tour of WS3, followed by a workshop to discuss the project, and also present initial/preliminary findings. This is an opportunity for the key leads of the consultant staff to meet the city staff members that will be involved in the project and to develop coordination and communication protocols and to prepare for the second workshop. Key milestones, deliverables, and schedule will also be discussed as well as critical project issues that are important to this project completion. This meeting will be held at the City's Engineering building, following a tour the WS3 site.

Workshop 2

The second workshop will utilize information collected during the site tour and first workshop to present further concept development of the project. The Jacobs team will make presentation on all the elements of the project to provide a basis for continued discussion with the city staff in collaboratively making decisions on the changes desired of the site. This meeting will be held at the City's Engineering building and is anticipated to be a ½ day workshop held both virtually and with key staff members of the consultant team present in Vancouver.

Workshop 3

The third and last workshop will be the culmination of information of the work that was discussed in Workshop 2 and revised to be presented in this workshop. The intent is to agree on the proposed Master Plan that the implementation plan would use to move the project forward. This workshop would also include a proposed schedule for future actions and begin to develop a sequencing of construction that would be refined in future project development phases. This meeting will be held at the City's Engineering building and is anticipated to be a ½ day workshop.

1.2 Geotechnical Field Investigations and Reports

Jacobs will review the existing subsurface information available from past geotechnical explorations at the Vancouver Water Station 3 site and supplement the existing information with a focused geotechnical exploration and laboratory testing program. Based on previous geotechnical explorations, it is expected that the seismic site class will be Site Class D and therefore it is assumed that a site-specific seismic analysis will not be required. As such, a code-based approach will be used to develop a seismic response spectra and seismic design parameters for the work.

Geotechnical Field Exploration and Laboratory Testing

The focused geotechnical exploration at the water station will consist of advancing one deep geotechnical boring and up to four shallow borings. The deep boring will be advanced within the footprint of the proposed elevated storage vessel. It will be advanced to a depth of approximately 2 times the anticipated width of a reinforced concrete pad foundation that could be used for support of the structure. Based on work at Water Station 1, the deep boring will be advanced to approximately 120 feet below grade. Four shallow borings will be completed to facilitate infiltration

testing following Clark County Stormwater Manual procedures for the auger borehole test procedure. One would be placed on the southern side of the existing ground level reservoir, and the other to the north of the existing elevated tank.

The remaining shallow boings will be advanced near proposed minor structures or along proposed pipeline alignments. Borings will supplement existing geotechnical explorations and be used for design of reservoir foundations.

Laboratory testing to determine index and strength properties of the soil encountered in the borings will be completed on representative soil samples collected during the geotechnical exploration.

Geotechnical Analyses

The primary tasks associated with the geotechnical analyses will be evaluation of foundation conditions, development of foundation recommendations, development of code-based seismic ground response spectral accelerations, and evaluation of lateral earth pressures. Geotechnical analyses for the potential storage vessels will include assessment of a thickened reinforced concrete foundation mass and deep foundation alternatives for support of vertical loads and resistance to overturning moments under seismic loading. Relative costs for each of these alternatives will be considered and preliminary design recommendations for size, type, depth, and estimated axial, lateral, and uplift capacity will be developed. The preliminary design will be further developed during final design when structural load requirements are further identified.

Geotechnical Task Assumptions:

- Required permits and right of entry will be obtained by the City of Vancouver.
- It is assumed that the City of Vancouver will provide private utility information for the site and assist with the utility locating task.
- The work will not include installation of groundwater monitoring wells since nearby investigations have shown the groundwater level to be very deep at the site.
- Soils encountered during the field exploration will be free of environmental contamination requiring special monitoring, handling, testing, or disposal.
- Jacobs shall provide full-time observation and logging of borings including soil classifications.
- Cuttings from borings not used for laboratory testing will be removed from the site.
- The City of Vancouver will provide an onsite water source for infiltration testing water.
- There do not appear to be steep slopes near the water station, therefore slope stability analysis will not be required. A code-based seismic hazard evaluation will be completed for the project. This approach is generally allowed for water reservoirs in Washington provided the site is not susceptible to seismically induced liquefaction. The validity of this approach will need to be confirmed by the local building department to ensure that a site-specific seismic analysis will not be required.

Deliverable:

Geotechnical Data and Recommendations Report.

A geotechnical data report (GDR) and a geotechnical recommendations report (GRR) will be developed for the project. Results of the code-based seismic design evaluation will be included in the GRR

Draft reports will be prepared and submitted electronically to the City of Vancouver for review. Consolidated comments from the City's review will be incorporated into the final Master Plan report.

1.3 Storage Vessel(s) Size and Configuration

The site shall be evaluated for eliminating the ground level storage. The existing ground level reservoir and elevated tank has the potential to be combined into a single elevated storage vessel configured to meet the storage deficiency in the Vancouver High Pressure Zone.

A design criteria technical memorandum for the recommended tank size(s) and configuration will be prepared to define the desired tank volume(s) and structural design. Concept review of optional layouts of stored water and their configurations will be discussed with the city in developing the planned improvements. Storage needs will be based on the analysis of the adopted Comprehensive Water System Plan (CWSP) developed by others but updated with infrastructure improvements that have been completed since adoption. An analysis of the storage components will identify the capacity of each; dead, fire/standby, equalizing, and operational to show the current deficiency identified in the CWSP of 0.4 MG above 20-psi has been addressed.

A preliminary layout and location of the new structure or structures will be provided with preliminary plan and section drawings.

Deliverable:

Technical memorandum and concept drawings indicating configuration options and design criteria for discussion in the workshop. The technical memorandum shall also address the criteria for hydraulic analysis to balance the proposed storage and pumping configuration at WS3 with that of WS1. Final configuration will be provided in the Master Plan documentation.

1.4 Hydraulics Analysis of Vancouver High Pressure Zone

A hydraulics review of the Vancouver High Pressure Zone and Lincoln High Pressure Zone will be conducted. Then intent of the analysis is to better understand the ability of this zone to rely more heavily on the supply from WS3 to maximize Water Rights and provide supply to the zone in lieu of WS1 being the primary supply source for the zone and what facilities are needed to address this change in operations. The analysis shall take into account the storage turn-over and pump usage for both sites. The city will provide the necessary operational information to understand the flows and pressures observed of the existing system to conduct the analysis and will provide the hydraulics model currently held for the system.

In addition, the hydraulic analysis will determine the pipeline sizing for a new transmission main from the WS3 site to the Lincoln High Pressure Zone for supplying water as needed to meet seasonal domestic flows and fire flows in the Lincoln High Pressure Zone.

The City's distribution system is a complex hydraulic network with PRV's and pump stations pushing water between various pressure zones. After the initial hydraulic analysis, the overall distribution system shall be looked at as a whole for analyzing the pumping and storage scenarios in the Vancouver High Pressure Zone with the proposed final configuration.

Hydraulic Analysis Conducted by others

A technical memorandum will be prepared defining the parameters and a basic scope of work for utilizing the City's on-call hydraulic modeling contractor to perform hydraulic model runs which will provide the data needed for facility sizing and operational needs.

Deliverable:

Technical memorandum of the site hydraulics investigation and future system configuration to implement WS3 as a more prominent supply source in the Vancouver High Pressure Zone and Lincoln High Pressure Zone. Include pump sizing with a hydraulic analysis that addresses the pumping deficiency as identified in the CWSP for the Lincoln High Pressure Zone.

1.5 Buildings/Site Preliminary Design

Two replacement wells are proposed for this site, combined with conversion of chlorine treatment to On-Site Sodium Hypochlorite generation from gaseous chlorine, inclusion of fluoride treatment and PFAS treatment. PFAS treatment may not be necessary at this time, but the city would like to preserve space for the addition of PFAS treatment in the future, if not implemented under this project. In addition, the relocation of the 45th Street pump station onto the WS3 site is desired.

The following will be addressed in the Master Plan document through memorandums of design, and drawings.

Building Configurations: It is anticipated that the project will have possibly three buildings. One for each of the two new wells and one for the consolidation of the relocated 45th Street Booster pump station, electrical distribution, and treatment systems. A potential to combine one of the well houses with the booster pump station/treatment building will be explored in the analysis. It is assumed that the desired materials of the buildings will be similar to the other water stations, which is Cement Mortar Units with standing seam metal roofs.

Sustainable Infrastructure: The building materials and structure shall be analyzed for meeting the City's CAP for climate resiliency and reducing climate impacts. The pre-Assessment Process of the ISI/Envision system is commonly used for assessing sustainability, resiliency, and equity in civil infrastructure projects. Incorporating this process into the project will facilitate the identification and evaluation of design changes that could be improved. Its framework includes 64 sustainability and resilience factors to provide for quality of life, leadership, resource allocation, natural world, climate strategies and resiliency. The proposed new buildings will be analyzed within the Envision framework to seek the desired Envision certification with the final design.

Well Siting: The intent of this project is to replace two existing wells with new wells on the property. As the Comprehensive Water System planning efforts conducted a Wellhead Protection Program identifying risks and vulnerabilities, no additional potential contaminant source inventory work is necessary for these replacement wells. In addition, no additional effort for water rights is anticipated for these replace in kind wells on the property. The consultant team will work with the city in determining appropriate locations for the well sites and identify project constraints. Water Rights shall be evaluated for process to transfer the existing to the new wells and permitting requirements.

Site Civil Improvements: For the site/civil layout of the facilities, we will develop a set of conceptual site civil plans addressing parking, grading, drainage (ground surface and tank), aesthetic treatment, onsite piping and valving, offsite drain line piping, street frontage improvements, and lighting. Distribution system pipeline layouts for supply, discharge, drainage and overflow will be shown. Initial stormwater control will be addressed as well. Consideration shall be given for sustainable infrastructure within the Envision framework for all site improvements.

45th Street Pump Station Relocation: An analysis of the project needs for replacing the 45th Street Booster Pump Station to WS3 will be provided. This will include the evaluation of necessary additional piping that will be needed for a supply pipeline from WS3 to the closed loop Lincoln Heights zone. It's anticipated the pump station will be replaced and the new pump station shall be configured and sized to meet pumping capacity deficiencies as identified in the CWSP. Develop a conceptual layout for the new booster pump station.

Stormwater and Erosion Control: A preliminary review of the stormwater and erosion control systems needed will be documented. It is not anticipated that a full stormwater analysis will be performed at this stage of the project definition, but rather engineering judgement based on the experiences of designing WS1/WS5 will be used. The development of this plan will provide conceptual planning guidance for stormwater control.

Electrical System Improvements: During the tour of the site prior to Workshop 1, a review of the existing electrical supply will be conducted and a recommended modification to incorporate a new backup generator will be provided in Workshop 2. Acceptable sound levels will be reviewed with regard to noise allowances and any sound suppression systems will be identified. The team will also review if any power constraints from the power utility may restrict uses desired on the site. An electrical one-line diagram of the on-site electrical systems will be provided as a part of the work effort.

SCADA and Instrumentation Systems: A process and instrumentation diagram (P&ID) will be provided to define the electrical control systems of the project for configuration of the entire site with a new control system. In addition, defining the SCADA system for required monitoring and control systems will be identified to coordinate with the City's existing control system. The SCADA communications system is expected to be upgraded to fiber optic based using an ISP.

Security System Improvements: For the site, we will develop a security strategy (fencing and camera's) that provides similar security systems as located at WS1/WS5.

Landscaping Concepts: In coordination with the site/civil activities, the consultant will develop a conceptual design for a low maintenance landscaping development. City survey will tag trees larger than 4" in diameter. The Master Plan shall include a tree inventory to determine existing tree units and siting analysis to avoid native species where possible. Landscaping development shall be consistent with the City's CAP.

Clean Energy Analysis: As the City moves towards a carbon net neutral goal, identify for the site for clean energy alternatives that will assist in meeting that goal. Consultant will develop a feasibility analysis of the ability to generate power from the addition of solar panels at the WS3 site. A report will be prepared to identify the ability of the site to generate power with available surface areas of the new facilities.

Public Outreach: Identify stakeholders and consider early stakeholder involvement. Assist the City with a public outreach plan to be implemented during the final design. Develop conceptual graphics to assist City staff with Council Workshops and neighborhood communications.

Permitting: Identify permitting processes through the State and Local government as needed for the project, especially those involving Water Rights and the replacement of Wells 2 and 3. Assist City staff with conceptual plans to be submitted for a pre-application conference.

Deliverables:

- Presentation of options in Workshops 1 and 2 for city collaboration and discussion of design elements
- Workshop minutes with discussion items and resulting decisions shall be provided (within the same week) following each workshop.
- Technical memorandum and drawings identifying the desired and required design criteria, including conceptual drawings for the booster pump station.
- Finalization of memorandums and drawings for Workshop 3 and incorporation into the Master Plan.
- The Master Plans will include a Public Outreach Plan to identify stakeholders for future communications.
- The Master Plan will include a list of permitting agencies and permits that may be necessary to facilitate the final design and construction.

Assumptions:

- City will provide the base map for the site layout
- City will supply raw pumping and water-level data from SCADA system in Excel, parameters to be defined by Jacobs.
- City will provide documents describing well rehabilitation & performance history
- City will provide limitations of known siting conditions

1.6 Cost Estimate

A Jacobs cost estimator will prepare and submit to the city a budgetary construction cost estimate for the project as defined in the Master Plan document once the project has been defined through the workshops and development of design criteria and drawings. Costs shall be provided for each separate construction package as identified in Workshop 3. The accuracy and confidence level of the estimate will be conducted to a Level 5 as defined by the American Association of Cost Estimators (AACE).

Deliverable:

A detailed Engineer's Opinion of Probable Construction Cost (OPCC)

1.7 Master Plan Report

The final product of this preliminary design will be a compendium of the individual technical memorandums addressing the thoughts of the collaborative design process between the City and Jacobs staff. The preliminary design will include drawings to convey the concepts developed under this scope of work and the decisions made. It will also include discussions for a phased construction approach, stakeholder involvement and public outreach, potential permitting requirements, addressing the City's Climate Action Plan and the Envision certification process. The preliminary engineering design shall be in accordance with the 2020 Water System Design Manual (DOH Pub 331-123) by the Washington State Department of Health. This engineering report shall be prepared with the intent that it will be included in the final Project Report for Washington State Department of Health (WDOH) under WAC 249-290-110 to be submitted by the City for construction approval.

The preliminary design report will be provided to the city as a draft report, and then finalized following City comment and review of the document. The draft report will be provided in electronic Word

format. An electronic copy in pdf format will be provided at the draft and final report completion stages.

All drawings will be provided in electronic format to the city in both CAD and pdf format. Anticipated Drawings to be included in the report are:

General Sheets

- Location Map/Vicinity
- Index to Drawings / Hydraulic Profile
- Existing Conditions and Tree Inventory Plan

Site Civil

- Overall Site Plan w/ proposed Landscaping/Piping/Electrical/Street Frontages
- Construction Sequence Plan Phase 1
- Construction Sequence Plan Phase 2
- Construction Sequence Plan Phase 3

Water Storage Vessels

- Structural/Mech Foundation Plan
- Piping Plan

Consolidate Building and Well House Mechanical

- Mech Plan (Consolidated Building)
- Mech Plan (Well House)

Electrical

- Overall Site Electrical Plan (on Civil Plan
- Site One Line Diagram

Instrumentation and Control

- P&ID Overall Site
- Overall Security Plan

Buildings Design (Consolidated Building & Separate Well House)

- Architectural Elevations 1
- Architectural Elevations 2
- Floor Plan 1
- Floor Plan 2

Task 2—Project Management

Overall project management of the consultant team will be the responsibility of Jacobs which includes coordinating and communicating to ensure the project team is meeting scope, schedule, and budget. The project manager will be supported by a multi-person team including an overall quality assurance manager, and support staff.

Project management will be ongoing throughout the duration of the project as we work closely with the city to ensure that the project meets schedule, budget, and technical requirements. Frequent communications, including prearranged specific meetings, design workshops, telephone conversations,

and intermittent meetings will occur with City staff as the project proceeds. The project manager will also ensure that your design and operational philosophies are incorporated into the project and that the project proceeds as planned.

The consultant will meet with the city on a bi-weekly basis to discuss the status of the project and maintain meeting minutes to provide to the City in electronic format after each project meeting.

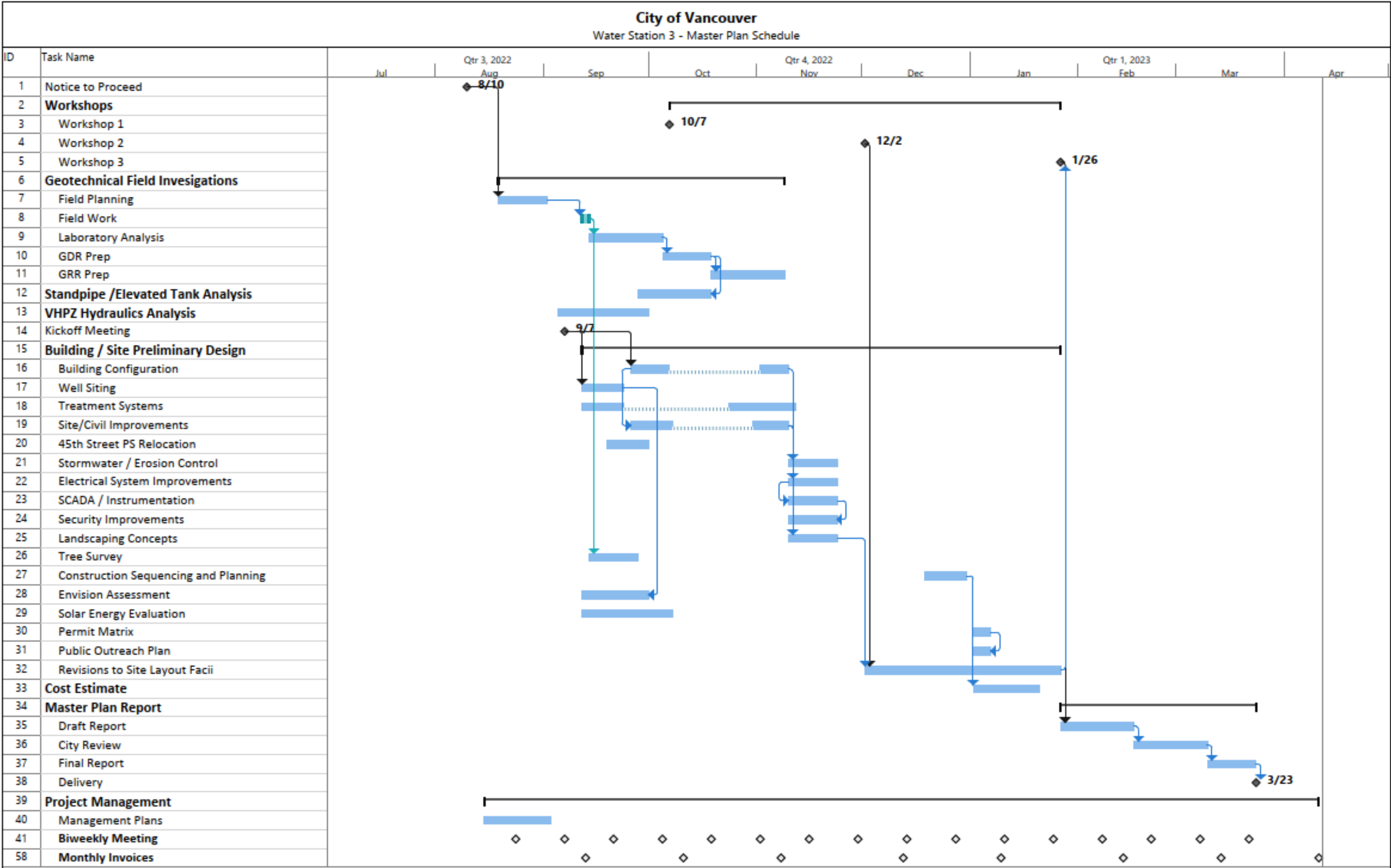
To initiate communications and guide all team members, a series of guiding plans will be created, and will include:

- Quality management plan
- Change Management Plan
- Health and safety plan (H&SP)

Ongoing monthly status reports will be provided by the consultant for the consultant team's work efforts and schedule maintenance. These monthly updates will provide a summary of the progress completed in the preceding month and identify unresolved or changed issues that need to be addressed.

Project Schedule

The schedule for delivering the project is detailed in project schedule (Exhibit B). This schedule indicates proposed time for the workshops, technical memorandum delivery and review, and finalization of the Master Plan document.



ATTACHMENT “B”

Fee Proposal

Basis for Compensation

The basis of compensation for this task order will be based on the current on-call contract services with the City of Vancouver. The engineer’s fee estimate for this task order is presented in Table 1 below.

Table 1
City of Vancouver
Water Station 3 Master Plan
 Engineering Services Fee Estimate
 Fee Breakdown by Task

Task No.	Task Identification	Jacobs Labor	Expenses	OSS	Task Total
01	Workshops				
	Summary of Labor Dollars (Task 1)	\$ 57,366	\$ 1,500	\$ 11,636	\$ 70,502
	Sum of Hours (Task 1)	244			
02	Geotechnical Field Investigations				
	Summary of Labor Dollars (Task 2)	\$ 49,327	\$ 1,750	\$ 22,575	\$ 73,652
	Sum of Hours (Task 2)	313			
03	Standpipe/Elevated Tank Analysis				
	Summary of Labor Dollars (Task 3)	\$ 21,448	\$ -	\$ -	\$ 21,448
	Sum of Hours (Task 3)	96			
04	VHPZ Hydraulic Analysis				
	Summary of Labor Dollars (Task 4)	\$ 12,804	\$ -	\$ -	\$ 12,804
	Sum of Hours (Task 4)	44			
05	Building / Site Preliminary Design				
	Summary of Labor Dollars (Task 5)	\$ 215,138	\$ -	\$ 8,649	\$ 223,786
	Sum of Hours (Task 5)	1,054			
06	Cost Estimate				
	Summary of Labor Dollars (Task 6)	\$ 12,037	\$ -	\$ -	\$ 12,037
	Sum of Hours (Task 6)	46			
07	Master Plan Report				
	Summary of Labor Dollars (Task 7)	\$ 57,779	\$ 600	\$ -	\$ 58,379
	Sum of Hours (Task 7)	280			
08	Project Management				
	Summary of Labor Dollars (Task 8)	\$ 38,120	\$ -	\$ 2,524	\$ 40,645
	Sum of Hours (Task 8)	162			
TOTAL FEE ESTIMATE					\$ 513,254

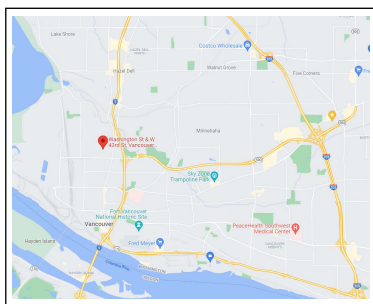
CITY OF
Vancouver
WASHINGTON

Public Works

WATER STATION 3

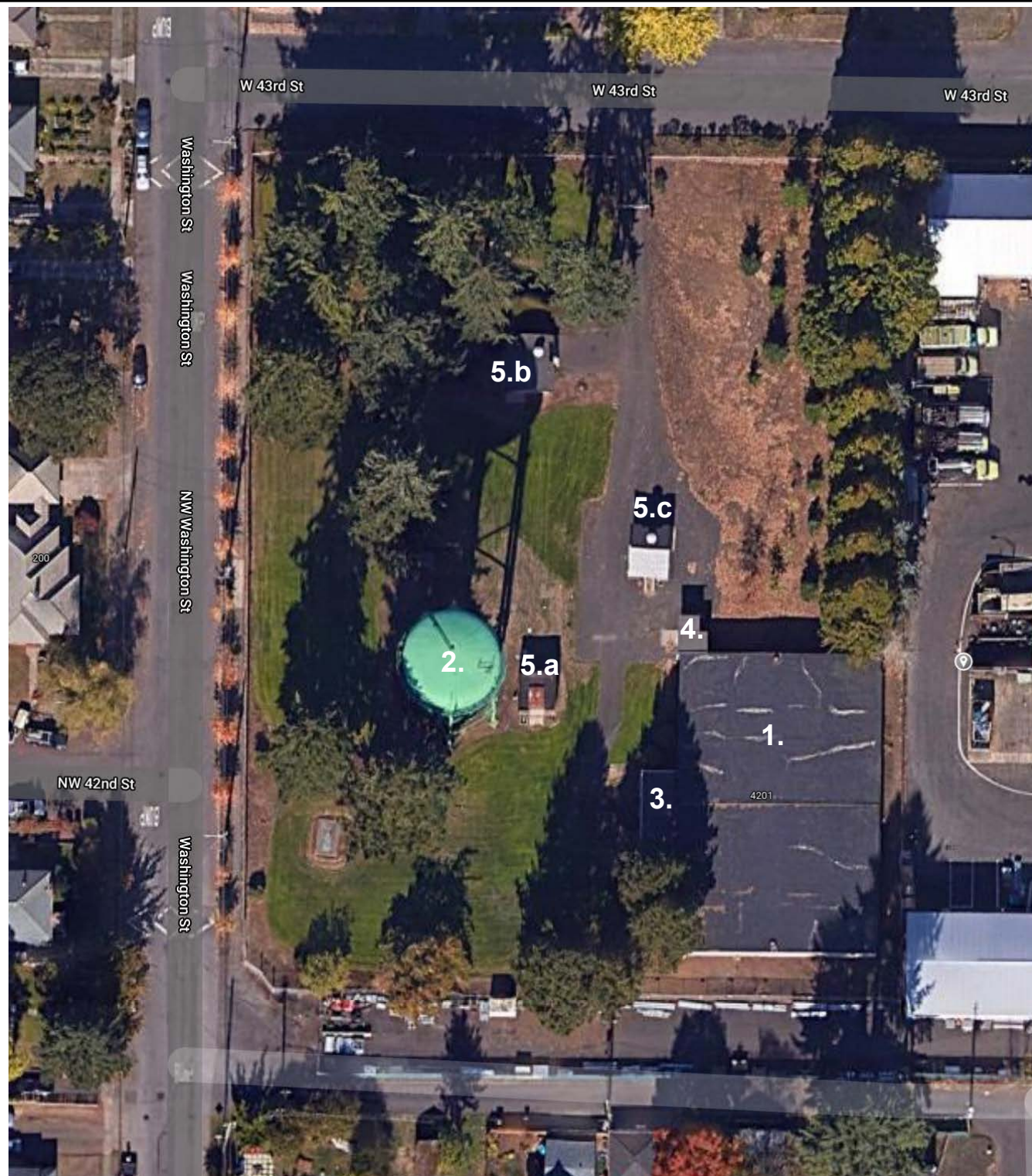
Tax Lot: 12270000

Address: 4201 NW Washington Street
Vancouver, WA 98668



Legend

1. 1.25 MG Concrete Reservoir
2. 0.25 MG Reservoir Tower
3. Booster Pump Station (6000 GPM)
4. Chlorine Treatment Room
5. Well House:
 - a. Well House 1
 - b. Well House 2
 - c. Well House 3





Staff Report: 099-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 8/8/2022

SUBJECT Professional services agreement with MacKay Sposito for design, environmental permitting, and public outreach related to the Main Street (5th Street to 15th Street) transportation improvement project

Key Points

Over the past several years, considerable public and private investment has been made in downtown Vancouver. One of the issues generating public concern during this time period has been the aging infrastructure on Main Street in downtown Vancouver.

The City of Vancouver received funding from the American Rescue Plan Act (ARPA) to support recovery from the COVID-19 pandemic-induced economic crisis. The Main Street project was selected to receive focused, generational investment for long-term community benefit and resilience. Main Street includes a high concentration of small, independent businesses which were disproportionately impacted by the crisis.

Additionally, the City is anticipating and preparing for a reconnection of Main Street south from 5th Street to the Columbia River, associated with the Interstate Bridge Replacement program.

Strategic Plan Alignment

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

Goal 8: Strengthen commercial, retail and community districts throughout the City

Objective 8.1: Make downtown Vancouver a vibrant destination for the community and region

Goal 9: Build the strongest, most resilient economy in the region

Present Situation

On March 2, 2022, the City received four qualification statements for the Main Street project (RFQ10-22). The qualification statements were evaluated based on experience, project

understanding and approach, and public process.

MacKay Sposito of Vancouver, Washington was selected to provide professional services for the Main Street (5th Street to 15th Street) project, including final engineering designs; environmental evaluation and permitting; and public outreach.

The contract scope includes streetscape design work, coordination with engineering, and design communication to the City to enhance the look and feel of Main Street. Additionally, the streetscape design work will include consideration of changing from angled parking to parallel parking on the west side of Main Street. The scope also includes outreach work; Vancouver's Downtown Association (VDA) is represented on the project team and VDA, City staff and the consultant will create a business retention plan for the duration of the project.

The amount of the contract shall not exceed \$2,512,543 and will be billed on a time and material basis in accordance with the attached scope and fee schedule.

Advantage(s)

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

Disadvantage(s)

Requires local funding to supplement ARPA funding.

Budget Impact

The project is funded through ARPA; the Transportation Capital Fund; Water and Sanitary Sewer Capital Fund.

Prior Council Review

1. ARPA Funds Investment Framework. Presentation at City Council Workshop on November 15, 2021.
2. Approval of the 2023-2028 Transportation Improvement Program (TIP) on June 27, 2022 including Main Street Reconstruction (5th Street to 15th Street), TRANS-495.
3. Approval of the 2021-2022 budget which contained the project, on November 16, 2020.

Action Requested

Authorize the City Manager or their designee to execute a professional services agreement with MacKay Sposito for substantially the services referenced above in a contract with a not-to-exceed amount of \$2,512,543.

Ivar Christensen, Senior Civil Engineer, 360-487-7765

ATTACHMENTS:

- ▢ Contract
- ▢ Memo



**CITY OF VANCOUVER
SERVICES AGREEMENT
No. C-100969**

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

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

WHEREAS, the City advertised and issued a Request for Qualifications, numbered 10-22 (hereinafter referred to as the "solicitation") and after evaluation of the Contractor's responsive proposal, found the Contractor be capable of performing the required services; and

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

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

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

Contractor to provide professionals services for improvements for the Main Steet Streetscape Project – 5th St to 15th St.

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

2. **COMPENSATION:** Payment to the Contractor for the work described in this Agreement shall not exceed \$2,512,543.19 USD.

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

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

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

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

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

4. **TERM OF AGREEMENT:** The term of this Agreement shall commence on August 22, 2022 and continue until August 21, 2027. Unless directed otherwise by the City, Contractor shall perform the work in accordance with any schedules made a part of this Agreement.

5. **ORDER OF PRECEDENCE:** Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Contract Purchase Orders; the Contractor's responsive proposal to the City's solicitation, and the City's solicitation.
6. **RELATION OF PARTIES:** The Contractor, and its subcontractors, agents, employees, or other vendors contracted by the Contractor to provide services or other work for the purpose of meeting the Contractor's obligations under this agreement (collectively referred to as "subcontractors"), are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its subcontractors shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other rights, privileges, or benefits afforded to City employees. The Contractor and its subcontractors shall not have the authority to bind City in any way except as may be specifically provided herein.
7. **E-VERIFY:** The Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. The Contractor shall ensure all Contractor employees and any subcontractors assigned to perform work under this Agreement are eligible to work in the United States. The Contractor shall provide verification of compliance upon the request of the City. Failure by the Contractor to comply with this subsection shall be considered a material breach.
8. **DELAYS AND EXTENSIONS OF TIME:** If the Contractor is delayed at any time in the progress of the work covered by this Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by the Contractor and the City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to the City.
9. **OWNERSHIP OF RECORDS AND DOCUMENTS:** Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor, and any know-how, methodologies or processes used by the Contractor to provide the services or project deliverables under this Agreement shall remain property of the Contractor.
10. **TERMINATION FOR PUBLIC CONVENIENCE:** The City, at its sole discretion, may terminate this contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

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

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

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

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

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

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

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

determine whether a business license is required pursuant to the Vancouver Municipal Code (VMC) Chapter 5.04.

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

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

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

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Occurrence	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	

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

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

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

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

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

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

For the City:

Anna Vogel

City of Vancouver

415 W 6th Street

P O Box 1995

Vancouver WA 98668-1995

Email: anna.vogel@cityofvancouver.us

For the Contractor:

Jason Irving

MacKay Sposito Inc

18405 SE Mill Plain Blvd, Suite 100

Vancouver, WA 98683

Email: jirving@mackaysposito.com

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

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

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

- 20. RATIFICATION:** Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.

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

- 22. COOPERATIVE PURCHASING:** The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may

purchase goods and services under this solicitation or contract at their own cost and without the City incurring any financial or legal liability for such purchases. The City agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

- 23. PUBLIC DISCLOSURE COMPLIANCE:** The parties acknowledge that the City is an “agency” within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.17 RCW for withholding or delaying public disclosure of such information.
- 24. DEBARMENT:** The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.
- 25. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT:** Supplier must agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 26. BYRD ANTI-LOBBYING AMENDMENT:** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Suppliers that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 27. PROCUREMENT OF RECOVERED MATERIALS:** Supplier must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest

percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

28. WARRANTIES: All products shall be warranted against defects or faulty workmanship and materials by the Supplier for one (1) year following inspection and acceptance of the products by the City. Warranty shall include all costs incurred, including shipping, for repair or replacement except that which is damaged by misuse or abuse. This one-(1) year warranty shall in no way affect normal extended or manufacturer's warranty exceeding this one (1) year period. Supplier warrants that all goods and services furnished under this Contract are new, conform strictly to the specifications herein, are merchantable, good workmanship, free from defect, comply with all applicable safety and health standards established for such products, all goods are properly packaged, and all appropriate instructions or warnings are supplied. If a defect is found, a component failure occurs, or workmanship is found to cause failure, the Vendor shall replace the product at their own expense, including shipping charges. Any replacement product will be warranted for one (1) year from the date it is delivered. All implied and expressed warranty provisions of the Uniform Commercial Code are incorporated into this Contract.

29. NONDISCRIMINATION: The City of Vancouver, WA is an equal opportunity employer. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap.

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

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

MacKay Sposito Inc

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney

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Introduction

City of Vancouver

Main Street Streetscape Project – 5th St to 15th St

INTRODUCTION

The City of Vancouver selected MacKay Sposito and their consultant team for the Main Street Streetscape Project, 5th to 15th Street. The project team includes;

- **MacKay Sposito** - Project Management / Landscape Architecture / Civil Engineering / Environmental Permitting / Public Outreach Support / Private Utility Coordination
- **Point North Consulting** - Public Outreach Lead
- **First Forty Feet** - Urban Design / Placemaking
- **DKS Associates** - Traffic Engineering / Signal Design / Street Lighting Design
- **NV5** - Geotechnical Engineering / Hazardous Materials
- **LUMA** - Decorative Lighting
- **AINW** - Cultural Resources
- **Kramer Gehlen** - Structural Engineering

GENERAL PROJECT DESCRIPTION/BACKGROUND

Currently, Main Street is improved with asphalt paving, curbs, gutters, street lighting, traffic signals, and underground utilities. There are existing basement accesses within the sidewalk area as well as fire protection piping, trees, landscaping, public art, street furniture (bike racks, litter receptacles, etc.), driveways and business access doors that will require coordination with private property owners.

The City has previously completed significant planning, studies, outreach, and design work along Main Street including but not limited to:

- 1993 - Construction of building to building improvements on Main Street between McLoughlin and Fourth Plain boulevards
- 2009 - Completion of an archaeological report, level 1 environmental site assessment, public involvement meetings/newsletters, 95% construction plans, and other work generally for Main Street from 5th to 15th Street
- January 2020 - Public outreach to develop three concept options and associated cost estimates

Since this work was completed, the priorities and needs of downtown businesses and the community have evolved due to the COVID-19 pandemic and other factors. This project will continue the City's goal of improving Main Street. The project will create a new streetscape design that defines Lower Main Street between 5th Street and 15th Street as its own distinct commercial district. It will feature its own set of finishes, street furnishings and pedestrian-oriented improvements, and potentially connect to a new extension of Main Street from 5th Street to Columbia Way constructed as part of the I-5 Bridge Replacement Project.

The project will assess the current and future needs of downtown businesses, stakeholders, and the community to improve Main Street from 5th Street to 15th Street, between building faces, as recommended by the City of Vancouver's Transportation Improvement Program (TIP). The project will be

designed to meet the current City of Vancouver's Street Standards and the Main Street District Design Handbook. Specific improvements include:

- New curb and sidewalk
- Pavement resurfacing on Main Street and the following side streets: Evergreen Boulevard from Washington to Main; 12th Street from Washington to Main; and 13th Street from Main to Broadway
- Replacement of potable water and sanitary sewer mains and services
- Surface water evaluation and modifications to the existing storm sewer system
- Coordination with private utilities for undergrounding of overhead utilities crossing perpendicular to Main Street at side streets and to resolve utility conflicts
- New street furnishings, decorative lighting, and electrical receptacles at street tree locations
- New landscaping and irrigation system, including street trees
- New street lighting and traffic signal modifications (see DKS scope of work)
- Public outreach including development and implementation of a business retention plan (see Point North scope of work)
- Structural engineering for modifications to existing basements and access within right-of-way (see Kramer Gehlen scope of work)
- Construction traffic control and phasing plans

The project is funded through a combination of American Rescue Plan Act (ARPA) funding, water and sewer funding, and the general fund. This scope of work assumes that the project may receive future federal or state funding for the construction phase.

The project also will encompass coordination with local businesses and stakeholders including the Vancouver Downtown Association, City Center Redevelopment Authority, Clark County Historic Preservation Commission, The Historic Trust, Esther Short Neighborhood Association, downtown stakeholders, C-TRAN, residential properties and other agencies. This coordination will be essential to the success of this project, and the Vancouver Downtown Association is anticipated to play a prominent role in public outreach and the selection of decorative lighting fixtures and their locations.

Specific goals and objectives include:

- Honor and celebrate the history of downtown Vancouver
- Build upon existing and establish new positive relationships and partnerships with local businesses and stakeholders
- Develop design and construction considerations to mitigate impacts to local businesses
- Create a stronger sense of community identity and provide a welcoming place that attracts citizens and visitors
- Create an environment that will be the catalyst for renewed investment by business and property owners
- Continue establishing a connection between the Esther Short Neighborhood, the Vancouver Waterfront, and Fort Vancouver National Historic Site
- Create an attractive, coordinated and quality visual image of our downtown that can be a model for future improvements

Scope of Work

City of Vancouver Main Street Streetscape Project – 5th St to 15th St

1.0 PROJECT MANAGEMENT

1.1 PROJECT ADMINISTRATION

- Prepare monthly invoices and progress reports to accompany invoicing. Reports will include a budget summary, tasks completed within the invoicing period, and the schedule status of critical tasks. Include date period covered by invoice, number of hours worked during the billing period with billing rates shown, expenses and associated mark-ups, total cost for labor and expenses for the billing period, subconsultants fees and total amounts summarizing labor, expenses and subconsultants fees.
- Provide a summary report to accompany monthly invoices. The summary report will list each invoice as well as the current invoice with an itemized summary of invoice numbers, dates and amounts billed for labor, expenses and subconsultants. The summary report will list the total amount billed to date, total amount remaining under contract, and contract expiration date.
- Prepare a project status report to accompany monthly invoices. Reports will include the dates covered by the status report, brief summary of work performed, a notice to the City raising any issues or concerns that could require a contract amendment/supplement, a brief summary of completed/upcoming project milestones and action items needed by the City for project delivery. The consultant shall monitor the status of the budget and take corrective action to correct undesirable budget trends.
- Maintain all documentation. Provide copies of project files and records to the City for audits and public information requests and upon request. All final documents shall be provided in electronic format.

1.2 PROJECT SCHEDULING

- Prepare and submit an activities list and schedule to the City following the Notice to Proceed. The schedule will show appropriate milestones including intermediate and final submittal dates for design documents and key decision points.
- Provide up to three updates to the schedule to reflect project milestones and timeline changes.

1.3 PROJECT TEAM MEETINGS

- Schedule, prepare agendas and minutes (including task log updates), and lead bi-weekly project team meetings with the City. This task includes a project kick-off meeting, bi-weekly progress meetings, and review meetings at each submittal phase. Review meetings are assumed to be in-person.

- Organize and hold project coordination meetings with key project team members as well as representatives from the City and other agencies as needed. These meetings shall have specific agendas addressing and resolving project issues as they are encountered.

1.4 SUBCONSULTANT COORDINATION

- General coordination and management of the subconsultant team including contracting, scope and budget management, invoicing, schedule communication and management, and coordination of deliverables
- Bi-weekly coordination calls with the consultant team to check in on project status, discuss project decisions and direction, and review schedule and upcoming deliverables
- Receive subconsultant questions and requests and work with the City to provide responses

TASK 1 DELIVERABLES:

- *Monthly Invoices and Progress Reports*
- *Baseline Project Schedule and Updates*
- *Meeting Agendas, Minutes, and Task Log Updates*
- *Project Documentation*

ASSUMPTIONS

- 13- month project management duration
- Bi-weekly project meetings (as needed) will be virtual, with quarterly in-person meetings (as needed)
- Up to six additional in-person and six virtual project coordination meetings to resolve specific project issues
- Bi-weekly consultant team coordination meetings
- In-person meetings include one-hour round-trip travel time for each consultant staff attending at City facilities
- Providing information, exhibits, and attending public meetings, open houses, and other outreach tasks are included under the Public Outreach task

2.0 QUALITY ASSURANCE AND QUALITY CONTROL

2.1 PRIME CONSULTANT QUALITY CONTROL AND QUALITY ASSURANCE

MacKay Sposito Engineering Director Paul Harmsen will lead the QA/QC process. The Consultant shall establish a quality management program and designate responsibility for review of technical work and other deliverable products to staff with appropriate experience and expertise.

- **Project Setup/Start Up**
 - Confirm City Standards and Drafting Standards
 - Hold a kickoff meeting with the City transportation group to discuss drafting details, sheet templates, and plan set setups (see Task 8.2 below)
 - Design approach coordination with City's engineering departments including the Surface Water Management, Water and Sanitary, and Construction Departments (see Task 8.2 below).
 - Project Team Kickoff Meeting
 - Share scope, schedule, City standards, CAD standards and setup, jurisdiction requirements, and budget with staff, discuss key issues and lessons learned. The team defines project success and key goals so that all team members are

working toward a predetermined outcome. Finally, QA/QC stages and QA/QC personnel assignments are confirmed.

- CAD Setup
 - The foundation of a construction plan set is the CAD setup. Set up the construction plans set per the City's sheet templates, plan setups, and other preferences. Establishing the CAD setup early ensures that subsequent QA/QC efforts can focus the roadway design elements instead of CAD setup.

Deliverable QA/QC

- Quality of deliverables are checked at each stage of the project.
 - Conceptual Design (30%)
 - Reports (Environmental, Stormwater, Basis of Design, Geotechnical, Traffic)
 - Preliminary Design (60%)
 - Final Design (90%)
 - Issued for construction plans, specifications, bid quantities, and engineer's estimate of probable costs
 - Civil plan checklists (30%, 60%, 90%, 100%)
 - Maintain records of markup iterations for each plan set (30%, 60%, 90%, 100%). Final markup iteration will include all items (including e.g. north arrow, sheet number, street names, title block info, etc.) highlighted as correct or with changes and corrections with initials and date, to be provided to the City within four working days of request.
 - Letter to file certifying the QC/QA process has been followed, to be provided to the City within four working days of request.
- **QA/QC Stages**
 - At each stage of the project, quality is checked at five levels. Each deliverable is routed through the QA/QC process. Due to the different disciplines involved with the project, the QA/QC process will be followed for five distinct components of the project: Environmental, Civil Engineering, Urban Design/Landscape Architecture (includes review for of integration of landscape/irrigation along with confirming that urban design elements meet the preferred/selected colors/manufactures/family of products/etc. and conform to project specifications), Subconsultant Deliverables, and Specifications and Estimate of Probable Construction Cost. The following is the summary of the QA/QC stages that will be followed for each project component:
- **QA/QC Process**
 - 1) Originate:** When a product (e.g., 60% plans) is ready for review, the project manager will originate the QC process by directing the CAD technician to produce a review plan set. The CAD technician performs the first level of review, looking for and correcting drafting errors. Once this first pass is completed, a new plan set is plotted to PDF and the project manager is informed that the deliverable is ready for review.
 - 2) Check:** The project manager is the QC lead. The QC includes review of the design, presentation, accuracy of key notes, detail references, checks for utility conflicts, and myriad other items. QC checklists are used to assist in the review. The deliverable review also will consider constructability and buildability and conformance between the plans, specifications, and bid schedule. BlueBeam, a PDF-based document review platform, is used by the project manager to make and log comments. Bluebeam provides a single digital location for QC reviews and QA back checks.

3) Back check: Following the PM review, a QA review by the assigned back-checker is initiated. BlueBeam is used to track and log any additional comments. Standard checklists ensure a thorough review.

4) Correct: After the QC and QA review, the marked-up deliverable is sent back to the CAD technician or the document author. The CAD technician/author addresses the comments or adds comments to the BlueBeam session clarifying why a comment could not be addressed or to seek additional clarification. At this point, the CAD technician/author will replot the deliverable.

5) Verify: The project manager then reviews the revised document against the marked-up document and verifies that each of the comments has been addressed and works closely with the CAD technician/author to address comments that were not addressed through the first round of corrections. A revised and corrected plan set/report/specification is plotted, and the project manager performs one final review prior to submission to the agency.

The following table lists the QA/QC Staff assignments for this project:

	Project Discipline/Component				
QA/QC Staff	Environmental	Civil Engineering Roadway Public Utilities Private Utilities	Landscape Architecture Urban Design	Subconsultant Deliverables	Specifications/ Estimate of Probable Construction Cost
Originator	Kristen Currens	Jason Irving	Juanita Rogers	Jason Irving	Jason Irving
CAD Check	N/A	Alex Staich	Emily Mills	Alex Staich	N/A
Checker	Kristen Currens	Jason Irving	Juanita Rogers	Mahsa Eshghi	Jason Irving
Back-checker	Jason Irving	Paul Harmsen	Jim Sandlin	Paul Harmsen	Paul Harmsen
Correct	Ali Krasnow	Alex Staich	Emily Mills	Subconsultant	Mahsa Eshghi
Verify	Kristen Currens	Jason Irving	Juanita Rogers	Mahsa Eshghi	Jason Irving

- Subconsultant Deliverable Review
 - Review, provide comments, and manage schedules for subconsultant team deliverables
 - This review will follow the same process as the internal review of deliverables with staff assignments as shown in the table above.

SECTION 2 DELIVERABLES (Delivered to City Upon Request):

- *Maintain records of markup iterations for each plan set (30%, 60%, 90%, 100%). Final markup iteration will include all items highlighted as correct or with changes and corrections with initials and date.*
- *Letter to file certifying the QC/QA process has been followed*

3.0 GEOTECHNICAL AND HAZARDOUS MATERIALS (NV5)

Please refer to Schedule A for geotechnical and hazardous materials scope of work.

4.0 ENVIRONMENTAL EVALUATION AND PERMITTING

4.1 REVIEW OF PREVIOUS ENVIRONMENTAL STUDIES

- The Consultant shall update and verify all aspects of the Environmental Studies and Cultural Resource Report prepared for the corridor. This task shall be accomplished through agency consultation, use of existing databases and, where necessary, additional fieldwork. The update will be essential to minimize unanticipated permitting or consultation requirements late in the process.
- City, County, and State environmental staff shall be contacted to obtain and review previous studies completed for other projects in the area of the proposed Main Street Streetscape improvements, including environmental documentation and reports.
- Updating requirements shall be determined, and data gaps identified. The Consultant shall use this review to avoid duplicating efforts. As much as possible, the previous studies shall be used to update the existing environmental documentation listed in the Scope of Work section of this RFQ. The Consultant shall prepare a memorandum describing the required environmental process, studies, and associated review timelines.

4.2 NEPA

- Federal funding is anticipated through the Federal Highway Administration, administered through the Washington Department of Transportation. A NEPA Categorical Exclusion form and required supporting documentation will be prepared for the City and WSDOT's review and signature. The Consultant shall work closely with WSDOT Local Programs staff to ensure the minimum documentation requirements are met. The scope for the NEPA elements that require additional documentation for the project are as follows:
 - Sole Source Aquifer: The Consultant shall prepare the EPA Sole Source Aquifer form and submit it to the EPA for review and approval.
 - Environmental Justice: The Consultant shall prepare the Environmental Justice Matrix and provide census and OSPI school data.
 - Endangered Species Act Compliance: The Consultant shall prepare a simple No Effect Letter to document the lack of project impacts to wildlife and plants. A Biological Assessment for documenting impacts to listed fish from stormwater runoff is detailed as a separate task.

Assumptions:

- No air quality, critical areas/wetlands, floodplain, noise, agricultural lands, rivers, tribal lands, will be required.
- Cultural/Historic/4(f) will be covered under a separate task.
- Hazardous Materials will be covered under a separate task.

4.3 SEPA

- All efforts will be made to use the signed NEPA document to avoid the need to complete the SEPA checklist per WAC 197-11-610. However, if the project schedule does not allow time to wait for the NEPA CE to be completed before the SEPA process must be completed, then the

Consultant shall develop a SEPA checklist. The Consultant shall submit either the NEPA or SEPA documentation to the City's Land Use Planning Department and support addressing public comments.

Assumptions:

- A pre-application (or waiver) and Land Use Application Form will not be required. No additional land use permitting will be required.
- The archaeological documentation will be covered under a separate task.
- No additional reports or studies will be required. Data will be gathered from publicly available sources.
- The project will receive a determination of non-significance.
- Permit fees will be paid by the City of Vancouver.
- Up to two hours of public comment response is included.

4.4 CONSTRUCTION STORMWATER GENERAL PERMIT AND STORMWATER POLLUTION PREVENTION PLAN

- A Notice of Intent (NOI) will be filed with the Washington Department of Ecology, including placement of two public notices in The Columbian, and a Stormwater Pollution Prevention Plan (SWPPP) will be prepared for the project. The NOI and SWPPP will be in place before construction begins.

Assumptions:

- The newspaper public notice fees are included, but the annual permit renewal fees are excluded.

4.5 PERMIT FACILITATION AND TRACKING

- The Consultant shall monitor progress of the relevant reviewing agencies so that questions or concerns during review are addressed quickly. This will enable the permit application to be processed in a timely manner.

4.6 BIOLOGICAL ASSESSMENT

- Using WSDOT's BA template, the Consultant shall prepare the Biological Assessment in accordance with the scope and quality requirements in the current version of WSDOT's Advanced Training Manual for Biological Assessment Preparation for Transportation Projects. The BA shall include an evaluation of the project's potential direct and indirect effects from stormwater runoff on federally listed threatened, endangered, and proposed species and critical habitat. The BA shall also include an evaluation of potential adverse effects on essential fish habitat (EFH), consistent with the requirements of the Magnuson-Stevens Fishery Conservation and Management Act (Magnuson-Stevens Act). Project drawings, species lists, site photos, and the EFH analysis shall be provided as appendices.

Consistent with the requirements of WSDOT's Advanced Training Manual for Biological Assessment Preparation for Transportation Projects (Guidance), the Consultant shall conduct a single-day site reconnaissance to review the project site and evaluate habitat conditions. A virtual pre-BA meeting with WSDOT and NMFS is included.

- The environmental scientists shall work with the project consultant team to develop a detailed project description that includes the following information:

- Pertinent information on construction activities, including construction methods, timing, schedule, and phasing, and a list of all construction equipment required.
 - Locations of staging/stockpile areas.
 - Specifications for stormwater treatment and detention facilities.
 - Safety Module, to allow an evaluation of impacts associated with project elements that improve pedestrian access and safety.
 - A list of proposed water quantity and quality best management practices (BMPs) for project construction and operation.
- The Biological Assessment shall utilize data and mapping from the Hydraulic Report (included as a separate task). It is assumed that the Western Washington Highway Runoff Dilution and Loading Stormwater Model (HI-RUN Model) and the ESA Stormwater Design Checklist are not required as of June 2022. A downstream analysis for one TDA is included to document the stormwater flow path and outfall location in the Columbia River. The following engineering figures are included:
 - Existing, replaced, and new PGIS figure (shown with different shading) including post-construction runoff flow directions
 - Stormwater facility location figure including TDA delineation and all catch basins, pipes, ponds, and outfalls
- Based on the anticipated lack of project-related impacts to in-stream or riparian habitats, combined with the lack of suitable habitat for ESA-listed species in terrestrial portions of the action area, effects associated with stormwater runoff are assumed to be the only potential source of direct impacts to ESA-listed species or critical habitat. It is assumed that the BA will include determinations of “may affect, likely to adversely affect” for ESA-listed fish species that may be present in receiving waters and “no effect” for other species. The BA shall include brief descriptions of the status, range, and habitat requirements of species that shall not be affected, along with an explanation of why no effects are anticipated.
- It is assumed that the improvements in the Level of Service on affected roadways will not affect the rate of residential or commercial development in nearby areas; this information shall be included in a brief analysis of indirect effects related to the lack of facilitated development. Use of WSDOT’s Indirect Effects Stormwater Runoff Analytical Model shall not be required.
- The BA shall include a project vicinity map and action area map.
- The Consultant shall submit a first draft of the BA to the City. City staff will review the draft document and provide a single set of non-conflicting comments, focusing on ensuring the accuracy of the project description. The Consultant shall revise the BA in response to the City’s comments and, after receiving confirmation that those comments have been addressed appropriately, submit the document for review by WSDOT. WSDOT staff will conduct a single review of the draft document. The Consultant shall revise the BA in response to and provide a single set of non-conflicting comments from WSDOT and submit the revised BA to WSDOT for confirmation that comments have been addressed appropriately. WSDOT will be responsible for coordinating or conducting consultation with NMFS and USACE.
- Post-submittal coordination, up to 15 hours, is included.

SECTION 4 DELIVERABLES:

- *Memorandum identifying environmental permitting requirements and associated timescales*
- *NEPA CE Form*
- *SEPA Checklist*
- *NPDES Permit Application and SWPPP*
- *Biological Assessment*

5.0 TRAFFIC ENGINEERING AND STREET LIGHTING DESIGN (DKS)

Please refer to Schedule B for traffic engineering, signal design, and street lighting design scope of work.

6.0 URBAN DESIGN

6.1 URBAN DESIGN AND PLACEMAKING PLANS AND DETAILS (FIRST FORTY FEET)

Please refer to Schedule C for urban design and placemaking plans and details.

6.2 DECORATIVE LIGHTING AND ELECTRICAL ENGINEERING (LUMA)

Please refer to Schedule D for decorative lighting and electrical engineering scope of work.

7.0 LANDSCAPE AND IRRIGATION DESIGN

7.1 DESIGN COORDINATION WITH CITY AND OTHER DISCIPLINES

- Review previous designs, CAD drawings, reports, and the Main Street District Design Handbook. Evaluate and use the available data in the proposed design
- Design coordination and attend team meetings with key project team members and representatives from the City and other agencies as needed
- Coordination with subconsultants for design collaboration

7.2 TREE REMOVAL PERMITTING PROCESS

- The project includes tree removal within the right-of-way, which will require a Right of Way Tree Removal Plan.
- Perform a site walk-through with the City's urban forester to evaluate existing trees within the project limits. An existing conditions survey plan was generated by the City and includes surveyed tree locations, sizes and species. An existing condition general summary will be provided based on walk-through to include the tree health and overall condition of trees within the right-of-way. Construction impacts will be evaluated and the tree preservation plan will identify trees proposed for removal, measures needed to ensure the health of trees to remain. An application shall be completed by the consultant, and a liaison established with the city urban forester. Public outreach and consultation is anticipated as part of the tree-removal process.

Tree Removal Permitting Process Deliverables:

- *Existing Condition Summary*
- *Tree Preservation Plan*

7.3 30% LANDSCAPE DESIGN

- This task includes preparing the 30% conceptual landscape submittal. The key elements for this task include:
 - General design coordination with project team
 - Review of 2019 approved concept
 - 30% conceptual plan set development

30% Design Deliverables:

- *30% plan set in PDF as listed in Table 1*

7.4 60% LANDSCAPE DESIGN

This task includes preparing the 60% design submittal. The key elements for this task include:

- General design coordination with project team
- Incorporate review comments from 30% design
- 60% landscape and irrigation design and details
- 60% site furnishing and material design and details
- 60% Estimate of Probable Construction Cost
- Specification outline

60% Design Deliverables:

- *60% Estimate of Probable Construction Cost in Excel format*
- *Specification outlines in Microsoft Word*
- *60% plan set in PDF as listed in Table 1*

7.5 90% LANDSCAPE DESIGN

- The 90% design includes preparation of plans, specifications, and an estimate of probable construction cost. Key elements include:
 - General design coordination with project team
 - Incorporate review comments from 60% design
 - 90% landscape and irrigation design and details
 - 90% site furnishing and materials design and details
 - 90% Estimate of Probable Construction Cost
 - 90% specifications

90% Design Deliverables:

- *90% Estimate of Probable Construction Cost in Excel format*
- *90% specification in Microsoft Word*
- *90% plan set in PDF as listed in Table 1*

7.6 100% LANDSCAPE DESIGN

- Incorporating comments from 90% of the design will be progressed to Final plans, specifications, and estimate of probable construction cost.

100% Design Deliverables:

- *100% Estimate of Probable Construction Cost*

- 100% specification
- 100% plan set in PDF as listed in Table 1

TASK 7 LANDSCAPE ASSUMPTIONS:

1. The City will lead coordination efforts with affected property owners. Prior approval from the City project manager will be required before any contact with neighborhood association or private property owners occurs.
2. Design concepts for street plans and intersections will not change significantly from those laid out in the 60% design.
3. Landscape and irrigation design is limited to areas from sidewalk to back of curb, medians and bulbouts.
4. It is assumed that a certified arborist's report will not be required as part of the Right-of-Way Tree Removal plans.
5. Irrigation design will be completed with the 60% submittal.

8.0 CIVIL ENGINEERING

8.1 PREVIOUS ENGINEERING DESIGNS/DOCUMENTS REVIEW AND EVALUATION

- Review previous designs, CAD drawings, stormwater calculations, reports prepared in 2009, and the Main Street District Design Handbook. Evaluate and use the available data in the proposed design.
- Conduct up to three project walkthroughs to evaluate design progression with field conditions such as fine grading at existing businesses, ADA compliance, utilities, and building canopies.
- Evaluate the newly installed curb ramps at Main/Mill Plain and Main/15th Street for ADA compliance.
- Conduct a site visit to record existing building doors data for swings-out direction to the sidewalk, existing/proposed sidewalk width at door location, ADA compliance, and overall existing condition shown in an image.

8.2 DESIGN COORDINATION WITH CITY AND OTHER DISCIPLINES

- Design coordination with the City:
 - Hold a kickoff meeting with the City transportation group to discuss drafting details, sheet templates, and plan set setup.
 - Design approaches coordination with the City's engineering departments including the Surface Water Management, Water and Sanitary, and Construction departments.
 - Hold a kickoff meeting with City surface water engineering group to discuss requirements
- Coordination with subconsultants for design collaborations including the traffic engineer, geotechnical engineer, structural engineer, and landscape architect team.
- Provide engineering support for the environmental team including:
 - Erosion sediment control BMP selection and coordination with the environmental team in support of the Storm Water Pollution Prevention Plan (SWPPP) permit

- Prepare stormwater basin measurements and data in support of the “No Effect” for the WSDOT ESA approval
- Prepare Sole Source Aquifer Checklist in support of the NEPA documentation

8.3 30% CIVIL DESIGN

This task builds upon efforts to refine the City’s vision through outreach, site investigations, previous work, and workshops. Additionally, this task includes preparing the 30% conceptual geometric layout generally based on The City’s conceptual geometric layout Option “C” or the 2009 Main Street design that replaces angled with parallel parking on the west side of Main Street. The key elements for this task are:

- Corridor and intersections geometric design
- Preliminary channelization and striping layout shown on the street plans
- Conceptual intersection ADA ramps layout
- Conceptual corridor and sidewalk scoring layout
- Conceptual stormwater catch basin locations and treatment layout
- Prepare existing door inventory, record whether door swings out to the sidewalk, and existing/proposed sidewalk width at door location.
- Preliminary opinion of probable construction cost

30% Design Deliverables:

- 30% plan set in PDF as listed in Table 1
- Existing doors inventory report
- 30% construction cost estimate

8.4 60% CIVIL DESIGN

The 60% design includes preparing plans, specifications outline, and an estimate of probable construction cost. Key elements include:

- Incorporate review comments from 30% design
- 60% horizontal and vertical design
- 60% roadway channelization and configuration design
- Intersection curb returns and curb ramp grading design
- Typical sidewalk scoring and corridor details
- Evaluate existing business threshold and door conditions and grading and coordinate with new design
- 60% roadway/pavement restoration design and details
- 60% stormwater calculations and conveyance system design
- 60% signing and striping design
- 60% erosion control plans design
- 60% estimate of probable construction cost
- Specifications outline

60% Design Deliverables:

- 60% estimate of probable construction cost in Excel format
- Specification outlines in Microsoft Word
- 60% plan set in PDF as listed in Table 1
- Preliminary stormwater/hydrology report

8.5 90% CIVIL DESIGN

The 90% design includes preparation of plans, specifications, and estimate of probable construction cost. Key elements include:

- Incorporate review comments from 60% design
- 90% roadway design development
- 90% intersection returns and curb ramps detailed grading
- 90% business threshold/door detailed grading (up to 40 doors)
- 90% roadway design and details
- 90% stormwater calculations and conveyance system design
- 90% signing and striping design
- 90% erosion control plans design
- 90% ROW plan
- 90% coordination plan indicating business impacts
- 90% estimate of probable construction cost
- 90% specifications
- 90% construction staging/screening/wayfinding

90% Design Deliverables:

- 90% engineer estimate of probable cost in Excel format
- 90% specification in Microsoft Word
- 90% plan set in PDF as listed in Table 1
- Final stormwater report

8.6 100% CIVIL DESIGN

- Incorporating comments from 90% of the design will be progressed to final plans, specifications, and estimate.

100% Design Deliverables:

- 100% Estimate of Probable Construction Cost
- 100% specification
- 100% plan set in PDF as listed in Table 1
- Copy of NPDES permit application
- Copy of SWPPP
- Final CAD drawings and Civil 3D
- Bid package

Table 1- List of Plan Sheets Deliverables at each Design Stages

Plan Sheet Description	Scale	No. of Sheets	30% Plan Sheets	60% Plan Sheets	90% Plan Sheets	100% Plan Sheets
Cover Sheet	NA	1	X	X	X	X
Legend & Index	NA	2	X	X	X	X
General Notes	NA	1		X	X	X
Typical Roadway Section	TBD	1	X	X	X	X

Typical Intersection & Block Layouts	20	2	X	X	X	X
Existing Conditions	20	4		X	X	X
Demolition Plan	20	4		X	X	X
Erosion Control Plan & Details	20	5		X	X	X
Street Plan and Profiles	20	7	X	X	X	X
Intersection Returns & Curb Ramp Grading	10	18		X	X	X
Business Doors Grading and Details	10	3		X	X	X
Street Details	TBD	2		X	X	X
Storm Sewer Plans and Profiles	20	7		X	X	X
Storm Sewer Details	TBD	2		X	X	X
Sanitary Sewer Plans and Profiles	20	7			X	X
Sanitary Sewer Details	TBD	2			X	X
Water Plans and Profiles	20	7			X	X
Water Details	TBD	2			X	X
Signing and Striping Plan	20	4		X	X	X
Signing and Striping Details	TBD	3		X	X	X
Traffic Signal Plans (DKS)	TBD	8		X	X	X
Traffic Signal Details (DKS)	TBD	2		X	X	X
Interconnection Plans (DKS)	TBD	5		X	X	X
Interconnect Details (DKS)	TBD	4		X	X	X
Illumination Plans (DKS)	TBD	5		X	X	X
Illumination Details (DKS)	TBD	4		X	X	X
Urban Design and Placemaking Plan	20	3		X	X	X
Urban Design and Placemaking Details	TBD	2		X	X	X
Right of Way Tree Removal Plan	20	5	X	X	X	X
Landscape Plans	20	5	X	X	X	X
Landscape Details	TBD	2	X	X	X	X
Irrigation Plans	20	5		X	X	X
Irrigation Details	TBD	2		X	X	X
Site Furnishing and Materials Plans	20	5	X	X	X	X
Site Furnishing and Materials Details	TBD	3	X	X	X	X
Construction Staging & Drainage Phasing	50	1			X	X

Traffic Control Plan	20	4			X	X
Traffic Control Plan Details	TBD	1			X	X
ROW Plan	20	4			X	X
Coordination Plan	20	8			X	X
Totals		162	33	126	162	162

8.7 HYDRAULICS AND HYDROLOGY CALCULATIONS AND REPORT

- Hydraulic and hydrology calculations will be prepared to support the drainage design. The calculations and preparing the report shall be done per the City of Vancouver Section 4, General Requirements and Details for the Design and Construction of Surface Water Systems, 2017, as well as the Washington State Department of Ecology's Stormwater Manual and software. Key elements for this task include:
 - Preliminary hydrology report containing 60% design drainage calculations
 - Incorporating comments from the preliminary hydrology report will be progressed to final report at 90% design level

Hydraulic and Hydrology Calculations and Report Deliverables:

- Preliminary Hydrology Report (electronic) at 60% design*
- Final Hydrology Report (electronic) at 90% design*

8.8 SANITARY AND WATER DESIGN

The water and sewer designs include preparation of plans utilizing 2009 design, specifications, and Estimate of Probable Construction cost. Key elements include:

- Evaluate the water and sewer design prepared in 2009 for compliance with current design standards, modifications needed due to changed conditions or standards, and constructability with a focus on potential traffic and business operation impacts. Prepare a memorandum for the findings and recommendations with the 30% design submittal.
- Use dye and smoke testing (performed by the City) to identify active sanitary sewer laterals and identify any storm sewer/downspout cross connections to the sanitary sewer system.
- 90% and 100% water main and services design (using 2009 design)
- 90% and 100% sanitary sewer main and laterals design (using 2009 design)
- 90% and 100% estimate of probable construction cost
- 90% and 100% specifications

Sanitary and Water Design Deliverables:

- Memorandum summarizing results and recommendations from review of the 2009 water and sanitary sewer design with 30% submittal*
- 60% specification outlines in Microsoft Word*
- 90% sanitary sewer and water plan set in PDF as listed in Table 1*
- 90% Engineer Estimate of Probable Cost in Excel format*
- 90% specification in Microsoft Word*
- 100% plan set in PDF as listed in Table 1*
- 100% estimate of probable construction cost*
- 100% specification*

TASK 8 CIVIL ENGINEERING ASSUMPTIONS:

1. WSDOT design review is limited to an informal review assuming the newly reconstructed curb ramps at Main/Mill Plain and Main/15th Street are not impacted by the proposed improvements. A separate scope and budget will be prepared if design coordination and documentation for WSDOT approval are needed.
2. Main Street will be designed based on the current City's Street Standards (September 1, 2021), as well as the Main Street District Design Handbook.
3. The City's conceptual geometric layout Option "C" or the 2009 Main Street design that replaces angled with parallel parking on the west side of Main Street will generally be the base design for the corridor geometric design.
4. Sheet setup and design drafting will be based on the City's drafting standards. The plan sheets will be set up to full size 34x22, with the scale as shown in Table 1. The submittals will be in PDF format. CAD drawings are available upon request.
5. In-place earthwork quantities will be shown on every profile sheet.
6. No changes will be made to side road existing grades. The pavement resurfacing for Evergreen Boulevard, 12th Street, and 13th Street will not change the existing road grades.
7. No raised intersection design or crosswalk analysis is anticipated, as discussed at the 5/12/22 scoping kickoff meeting with the City.
8. Intersections will be hot mixed asphalt pavement (no cement concrete). Design will consider specialized crosswalk materials (pavers, concrete, etc.). Pavement improvements will be mill and inlay with repairs at various locations as needed.
9. The curb ramp design will be performed to the maximum feasible for nine full intersections. Any new mid-block crossing or additional curb ramp design will be covered under contingency tasks as authorized by the City. It is assumed that 18 ADA ramps (nine intersection corners) will require detailed curb return grading, spot elevations, and station offsets to grade points to be provided on the plans. A lower level of effort for ADA ramp design and drafting has been assumed for the remaining ADA ramps. For the remaining ramps, the level of detail to be provided is equal to the City's "2022 East Curb Ramp" project (no spot elevations listed on the plan, no station offset points listed on the plan, only ramp slopes and lengths provided). See exhibit 1 in the appendix for an example of the lower level ADA design detail.
10. On July 11, 2022, MacKay Sposito met with City Senior Engineer Chris Sneider to discuss the level of detail desired for ADA ramp design. We discussed that the lower level of design detail mentioned in note 9 above has worked for the City; however, it requires that an experienced inspector work with the contractor to confirm and assist in the setting of the ADA ramp layout and confirm grades during construction. This level of design also assumes the low-bid contractor will be reasonably experienced and will work with the City inspector during construction.
11. Typical sidewalk scoring patterns and details with minimum and maximum adjustable dimensions are included. The plan does not include keynotes or horizontal control data for sidewalk scoring.
12. The proposed finished grade at the business doors will be evaluated for ADA compliance at 60% design. Detailed grading and drainage solutions for up to 40 business doors are included where a typical grading adjustment doesn't apply at the 90% design level.
13. Transit design, including bus stop locations, is not anticipated. As indicated on the Main Street District Handbook, pages A-3 and D-4, bus transit is prohibited on Main Street between Fifth and 15th streets to preserve on-street parking in front of businesses. Bus stop design will be covered under contingency tasks if needed as authorized by the City.
14. Water and sewer will be designed per City's direction on pipe size, type, and typical locations.
15. The existing utility information, as well as information for infrastructure to be decommissioned, will be included in the civil plans.
16. Traffic-control plans will include signage and detours for pedestrian, bicycle and vehicular movements during construction.

17. Construction sequencing and phasing will be included in the final design including Order of Work, Allowed Road Closure Phasing, Typical Traffic Control Scenarios, and Temporary Traffic Control Guidelines/Requirements including “Businesses Open During Construction” sign recommendations.
18. The Traffic Control Plan scope is based on two blocks closure and detouring at each stage of construction.
19. ROW plan will include the preliminary right of way plans, easements, temporary construction permits, and exhibits for project impacts on the surrounding businesses. The City will provide services for legal descriptions, property appraisals, negotiations, and acquisitions. Major design changes as the result of negotiation with the property owners are not included.
20. Coordination plan will indicate the location and type of impacts to the private properties similar to the 2009 coordination plan format. The coordination plan will include a table summarizing the impacts needed to be addressed by the consultant, city staff, contractor, or others before or during construction.
21. Project Special Provisions will be based on the current WSDOT Standard Specifications for Road, Bridge, and Municipal Construction, as well as incorporating the City of Vancouver Amendments to the WSDOT Standard Specifications for Water, Sewer, and Surface Water Construction. The City will provide a sample specification for all special provisions.
22. Estimates of the Probable Construction Cost will be prepared at the 30%, 60%, 90% and 100% design stages. The cost analysis will be based on unit prices from recent similar projects and includes up to 200 bid items (this assumption is based on the 2009 cost estimate, which had 170 bid items).
23. Stormwater calculation and design approach are based on the following assumptions: Water quality treatment will be achieved by using catch basin cartridge filters or one large multiple cartridge filter vault at the downstream end of the Main Street system. Oil control may be required for the intersections with a measured average daily traffic (ADT) count of 25,000 vehicles or more on the main roadway and 15,000 vehicles or more on any intersecting roadway (Vol. V Ch. 2). The existing conveyance system is not experiencing capacity issues [Mike Swanson, COV, June 2022]; therefore, as the project is not adding impervious surface area, the existing system will be used for conveyance. It is assumed that detention is not required since runoff directly discharges to the Columbia River. Soil testing for infiltration rates may be needed in the future.
24. For environmental permitting, the surface water discharge disciplinary report is not needed, and the ESA will remain “No Effect” for the NEPA determination. This assumption is based on the project surface water being fully infiltrated on-site and no net increase in pollution generating impervious surface (PGIS).
25. Service sizing for upgrading existing or designing new fire service building connections will be provided by the City.
26. 90% Design - Minor revisions to design documents to incorporate permit and owner comments. Substantial deviation from the design documented in the 60% design phase may require additional services to accommodate.
27. The City will complete dye testing in-house or will contract separately with a contractor for this work. MacKay Sposito will provide coordination with City staff or the City’s contractor to complete the work.

9.0 PRIVATE UTILITY COORDINATION

Provide coordination with private utilities including Clark Public Utilities, NW Natural Gas, Comcast, CenturyLink, and up to three additional communications (cable, phone, fiber) providers.

9.1 REVIEW EXISTING PRIVATE UTILITY DOCUMENTATION AND SITE CONDITIONS

- Review previously completed 95% design utility coordination documents provided by the City (summaries, reports, relocation plans, and designs.)
- Coordinate with private utilities to request field locate marks and all available utility records within the project limits.

- Serve as a single point of contact through the design phase of the project for utilities in addressing their need for project information and design requests, including the distribution of design plans and electronic design files in CAD and Civil 3D.
- Complete an onsite review of private utilities while referencing the City provided topographic/existing conditions survey and utility provided as-builts/records.
- Private Utility Coordination
 - Contact private utilities to provide a general overview of the project scope, limits, and anticipated schedule.
 - Work with private utilities to identify requirements related to their relocation and/or modification.
 - Develop and maintain a private utility coordination tracker to document:
 - Contact information for each utility
 - Correspondence, including phone and email conversations
 - Anticipated relocation schedule and associated risks
 - Send design plans and the project schedule to each utility at the completion of 60%, 90% and 100% design milestones.
 - Coordinate with private utilities to schedule up to three in-person group meetings at MacKay Sposito's office to include all utilities. Prepare agendas and minutes for each meeting.
- Utility Conflict Reports
 - Prepare a Utility Conflict Report and plan exhibits for each utility based on the 60% design plans.
 - Update the Utility Conflict Report and plan exhibits for design changes from the 60% to 90% design.
 - Send utility conflict letters at 60% and 90% design to affected utility companies describing conflicts and communicating the required schedule for conflict resolution design and construction work

TASK 9 DELIVERABLES:

- *Coordination tracker*
- *Conflict reports and exhibits*
- *Meeting agendas and minutes*
- *30% submittal – existing utilities identified and marked up on survey base mapping*
- *Utility report based on 30% plans within 20 days of 30% submittal*
- *Preliminary utility conflict analysis based on 60% plans within 20 days of 60% submittal*
- *Preliminary utility conflict analysis based on 90% plans within 20 days of 90% submittal*
- *Conflict notice letters/emails and attachments for each utility*
- *100% utility conflict analysis based on final plans within 15 days of 100% submittal*
- *Review and comments on utility relocation plans.*

TASK 9 PRIVATE UTILITY COORDINATION ASSUMPTIONS:

1. All private utility relocation designs will be completed by others (assumed to be completed by private utilities). MacKay Sposito's design plans will include approximate locations of new trenching and private utility structures as required for undergrounding of overhead utilities crossing Main Street.
2. Utility companies will provide their proposed design in AutoCAD as well as PDF plan sheets.

3. The City will coordinate with private utilities regarding relocation costs and agreements.
4. Private utility undergrounding and relocation construction work will take place concurrently with the City's Main Street construction contractor's work.
5. No new additional major utility conflicts will occur between 90% and 100% design.

10.0 PUBLIC OUTREACH

Point North Consulting will lead public outreach for the consultant team with support from MacKay Sposito and First Forty Feet. The primary goal for public outreach is to inform, listen, and set expectations with the local businesses and the community regarding the proposed improvements, likely impacts, and proposed mitigation. Key objectives are outlined in Point North's scope of work and include:

- Build positive awareness of project details and anticipated timeline
- Bring key stakeholders and the community along so that they feel heard and part of the project development process
- Uncover areas of concern, potential challenges, and develop mitigation solutions
- Leverage storytelling and partner channels to generate broad amplification of project ambassadors
- Nurture project (brand) affinity and reassurance among key stakeholders and project ambassadors
- Strengthen feedback loop relationships with key stakeholders and the broader community

MacKay Sposito's scope is outlined below. Please refer to Schedule E for Point North and Schedule C for First Forty Feet's scopes of work.

10.1 PUBLIC OUTREACH SUPPORT (MACKAY SPOSITO)

- Project Meetings
 - Bi-weekly meetings with the public outreach team and City. This includes summary meetings following each open house.
 - Attend planning and coordination meetings with the consultant public outreach team.
 - Attend project partner and stakeholder meetings.
 - Attend Community Advisory Committee meetings.
 - Attend "office hours"/coffee corners" events.
- Discovery and Refinement
 - Assist with developing the Project Information and Media Tool Kit.
- Outreach and Engagement
 - Assist with developing the project advisory group and block captain's role, responsibilities, and meeting cadence. Recruiting will be provided by others.
 - Assist with project rebranding including reviewing materials and providing feedback.
 - Door to Door - Attend a results summary meeting with the project team. Identify and in conjunction with City's small business coordinator complete door to door outreach with key property/business owners that require technical follow up from the design team.
 - Assist with developing a promotional video.
 - Provide graphics support for developing a City-lead and hosted project website and provide periodic information updates.
 - Assist with preparing for two virtual and one in-person open houses and associated mailers.
 - Assist with preparing a slide show and delivering up to two council updates.

- Review and provide feedback on monthly block captain feedback reports.
- Assist with preparing, reviewing, and presenting the final community engagement report.
- Business Retention Strategy
 - Participate in up to two meetings to review and discuss the City provided business retention strategy, including implementation strategies.

Deliverables:

- Review comments for Point North deliverables
- Graphic support as outlined above for open houses, project website, mailers, council updates, etc.
- See Point North scope of work for additional public outreach deliverables

TASK 10 PUBLIC OUTREACH ASSUMPTIONS:

1. Bi-weekly meetings with the City and bi-weekly meetings with the consultant team are included in the project management task.
2. Attend up to five in-person project partner and stakeholder meetings
3. Attend up to four Community Advisory Committee Meetings
4. Project Information and Media Tool Kit: up to 10 hours of graphic design/development
5. Rebranding: attend up to two meetings with the project team
6. Door-to-Door: up to 12 hours each for the project manager and deputy project manager for door to door follow up with the City's small business coordinator
7. Promotional video: up to 10 hours
8. Project website: up to 20 hours of graphic and information support
9. Open houses: up to 30 hours of graphics support from the design team
10. Council updates: up to 15 hours for preparing slides/content and presenting to council
11. "Office hour/coffee corner" events: up to five one-hour events

11.0 STRUCTURAL ENGINEERING (KRAMER GEHLEN)

Please refer to Schedule F for structural engineering scope of work.

12.0 CULTURAL INVESTIGATION (AINW)

Please refer to Schedule G for cultural resources scope of work.

13.0 CITY DELIVERABLES TO THE CONSULTANT**13.1 SAMPLE PROJECTS**

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

13.2 PROJECT COORDINATION

- The City will assist the consultant in managing relationships with other jurisdictions involved in the project, adjacent property owners and the public. The City will provide staff to meet

and discuss the project with the consultant as needed. The City will provide written comments pertaining to the design submittals.

13.3 SURVEY WORK AND PRELIMINARY PLANS

- The City has provided survey data, collected in 2022, to the consultant in AutoCAD format.

13.4 RIGHT-OF-WAY

- The consultant will prepare right of way plans and exhibits (if needed).
- The City will prepare legal descriptions (if needed).
- The City will acquire all right of way and easements necessary for the construction of the project.

13.5 RIGHT OF ENTRY PERMITS

- The City will obtain the right of access to private properties for all project developments. The consultant shall coordinate access.

13.6 UTILITY LIST

- The City will provide the consultant with a list of local contacts for utilities within the project limits. Design and plan preparation for the addition or relocation of utilities within the project limits will be done by others.

13.7 WATER AND SEWER DESIGN

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

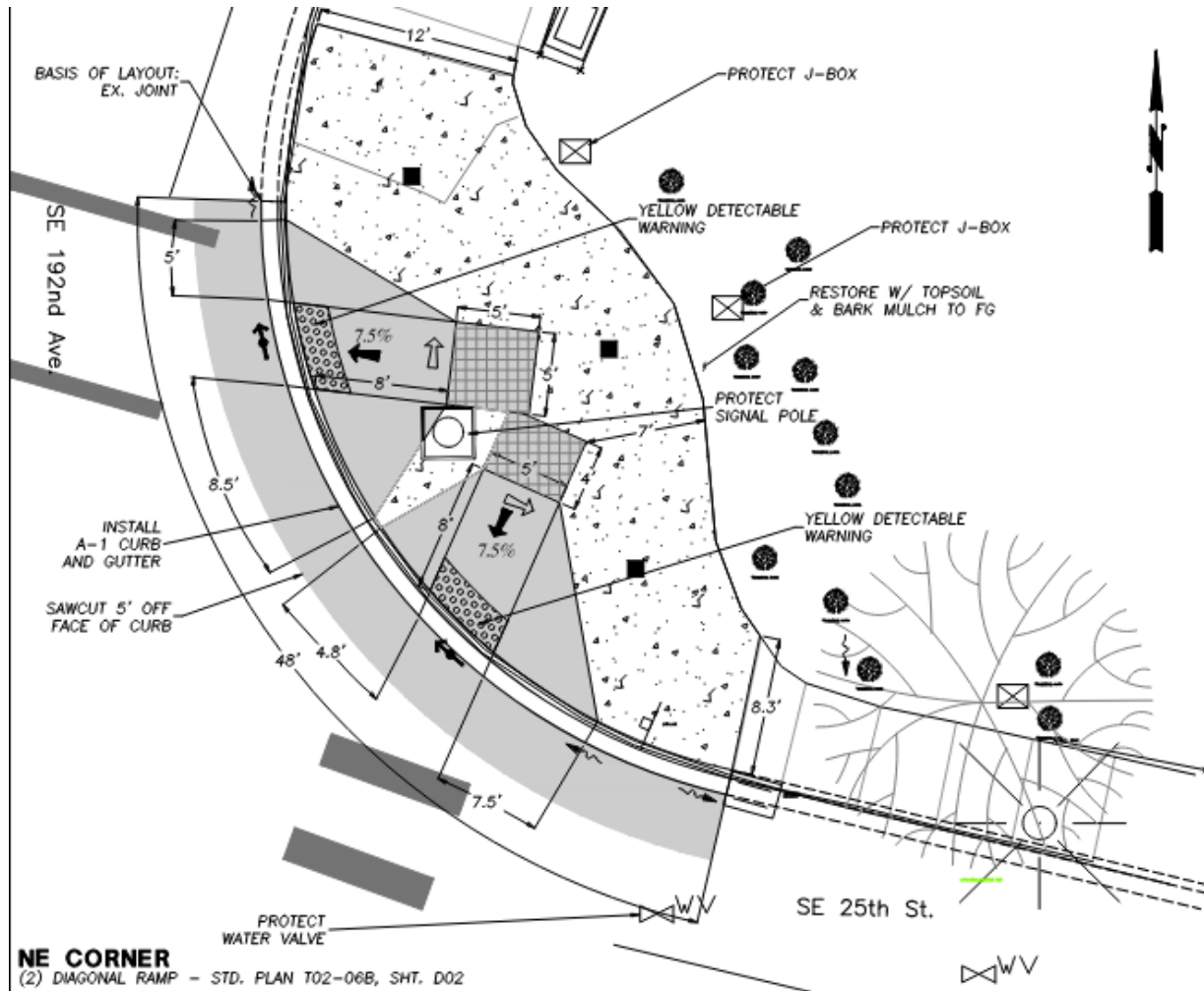
13.8 STREET LIGHT AND TRAFFIC SIGNAL REQUIREMENTS

- The City will provide the illumination type, the minimum illumination levels and uniformity ratios to be used in the project design. The City also will provide traffic signal design concepts, standards and policies, including traffic interconnect schemes as needed.

SECTION 13 DELIVERABLES

- *Sample projects*
- *Project coordination*
- *Survey work and preliminary plans*
- *Right-of-way plans and exhibits (if needed)*
- *Right of Entry Permits (if needed)*
- *Utility list*
- *Main sizing requirements for potable water and sanitary sewer design.*
- *Street light and traffic signal requirements*

Exhibit 1 - ADA Ramp Design Detail Example

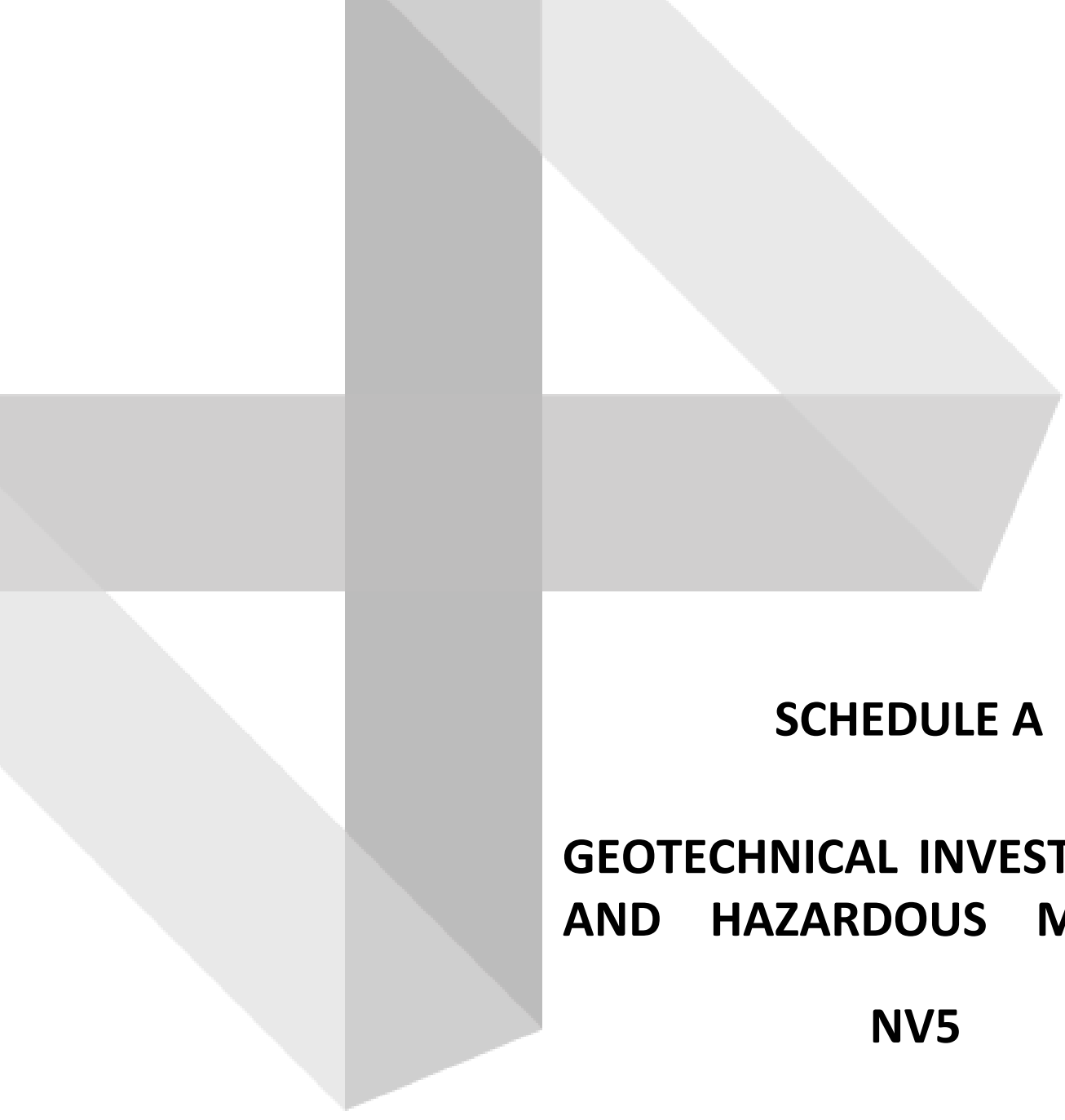


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City of Vancouver - Main Street Streetscape - 5th - 15th St
Actuals Not To Exceed Table (ANTE)

MacKay Sposito, Inc 1325 SE Tech Center Drive, Ste. 140 Vancouver, WA 98683				
Job Classifications (Empty Types)	Direct	Overhead	Fixed Fee	All Inclusive
	Labor Rate NTE*	NTE* 178.21%	NTE 12.00%	Hourly Billing Rate NTE
Accounting Manager	49.04	\$87.39	\$16.37	\$152.80
Administrative Assistant	27.50	\$49.01	\$9.18	\$85.69
Administrative Coordinator	34.00	\$60.59	\$11.35	\$105.94
Administrative Manager	51.92	\$92.53	\$17.33	\$161.79
Public Outreach Coordinator	28.00	\$49.90	\$9.35	\$87.25
Public Outreach Strategic Advisor	62.50	\$111.38	\$20.87	\$194.75
Construction Inspector I	43.00	\$76.63	\$14.36	\$133.99
Construction Inspector II	44.00	\$78.41	\$14.69	\$137.10
Construction Inspector III	45.00	\$80.19	\$15.02	\$140.22
Construction Inspector IV	47.00	\$83.76	\$15.69	\$146.45
Construction Manager	53.85	\$95.97	\$17.98	\$167.79
Creative Designer	34.00	\$60.59	\$11.35	\$105.94
Design Technician I	29.50	\$52.57	\$9.85	\$91.92
Design Technician II	32.50	\$57.92	\$10.85	\$101.27
Design Technician III	34.50	\$61.48	\$11.52	\$107.50
Design Technician IV	35.00	\$62.37	\$11.68	\$109.06
Engineer I	33.00	\$58.81	\$11.02	\$102.83
Engineer II	35.00	\$62.37	\$11.68	\$109.06
Engineer III	37.50	\$66.83	\$12.52	\$116.85
Engineer IV	40.50	\$72.18	\$13.52	\$126.20
Engineering Manager	62.02	\$110.53	\$20.71	\$193.25
Environmental Manager II	60.10	\$107.10	\$20.06	\$187.26
Environmental Specialist I	34.00	\$60.59	\$11.35	\$105.94
Field Engineer	37.00	\$65.94	\$12.35	\$115.29
GIS Mapping Specialist II	41.50	\$73.96	\$13.85	\$129.31
IT Technician/Support	20.00	\$35.64	\$6.68	\$62.32
Land Surveyor I	40.00	\$71.28	\$13.35	\$124.64
Land Surveyor IV	47.00	\$83.76	\$15.69	\$146.45
Landscape Architect II	41.00	\$73.07	\$13.69	\$127.75
Landscape Designer I	30.00	\$53.46	\$10.02	\$93.48
Landscape Designer II	31.25	\$55.69	\$10.43	\$97.37
Landscape Manager	62.02	\$110.52	\$20.71	\$193.25
Natural Resource Specialist IV	40.50	\$72.18	\$13.52	\$126.20
Planner	38.00	\$67.72	\$12.69	\$118.41
Planning Director	62.41	\$111.22	\$20.83	\$194.46
Planning Technician	26.50	\$47.23	\$8.85	\$82.57
Principal	75.96	\$135.37	\$25.36	\$236.69
Project Accountant	38.00	\$67.72	\$12.69	\$118.41
Project Controls Manager	35.58	\$63.40	\$11.88	\$110.86
Project Coordinator	29.50	\$52.57	\$9.85	\$91.92
Project Engineer	52.40	\$93.38	\$17.49	\$163.28
Project Manager	55.29	\$98.53	\$18.46	\$172.28
Project Manager - Design	59.13	\$105.38	\$19.74	\$184.26
Project Manager - Landscape	43.27	\$77.11	\$14.45	\$134.83
Project Manager - Survey	50.48	\$89.96	\$16.85	\$157.30
QAR	53.00	\$94.45	\$17.69	\$165.15
Quality Manager	60.09	\$107.09	\$20.06	\$187.24
Senior Civil Inspector	39.00	\$69.50	\$13.02	\$121.52
Senior Construction Inspector	43.00	\$76.63	\$14.36	\$133.99
Senior Construction Manager	60.00	\$106.93	\$20.03	\$186.96
Senior Landscape Designer	42.00	\$74.85	\$14.02	\$130.87
Senior Planner	40.00	\$71.28	\$13.35	\$124.64
Senior Principal	115.38	\$205.63	\$38.52	\$359.53
Senior Survey Party Chief	56.00	\$99.80	\$18.70	\$174.49
Senior-Resident Engineer	52.40	\$93.39	\$17.50	\$163.29
Software Engineer	46.15	\$82.24	\$15.41	\$143.80
Stormwater Analyst	38.00	\$67.72	\$12.69	\$118.41
Survey Instrument Person	29.00	\$51.68	\$9.68	\$90.36
Survey Manager	59.62	\$106.24	\$19.90	\$185.76
Survey Party Chief	33.00	\$58.81	\$11.02	\$102.83
Survey Technician III	31.50	\$56.14	\$10.52	\$98.15
Survey Technician IV	39.00	\$69.50	\$13.02	\$121.52

6/23/2022



SCHEDULE A

GEOTECHNICAL INVESTIGATIONS AND HAZARDOUS MATERIALS

NV5

GEOTECHNICAL ENGINEERING

BACKGROUND

Based experience in the area and review of water well logs the subsurface conditions along the alignment are expected to consist of historic fill underlain sand and gravel with varying proportions of silt. Static groundwater is expected to be more than 50 feet BGS at the site.

Geotechnical explorations are required along the alignment to provide design and construction recommendations for the project. The critical elements include recommendations for shoring;; signal pole foundations; and excavatability.

We propose to complete one drilled boring to a depth of up to 15 feet BGS on each block of the alignment to provide design and construction recommendations for the project. Borings will be completed approximately 5 feet below the deepest planned utilities (approximately 10 feet).

SCOPE

Field Work Coordination

NV5 will perform the following tasks prior to explorations.

- Prepare an exploration plan for the project. The plan will show the proposed drilling locations, anticipated termination depths, and other pertinent information. The exploration plan shall be submitted to the City for review and approval prior to commencement of drilling operations.
- Prepare traffic control plans (TCP) for the drilling locations and submit right-of-way permits to the City for approval. We have assumed right-of-way fees will be waived by the City. Vehicular flaggers and signing will be required. We have assumed right-of-way permit fees will be waived by the City of Vancouver.

Field Exploration

- Complete the following drilled borings at the site:
 - Ten drilled borings to depths up to 15 feet BGS.
- Obtain soil samples at 2.5- and 5-foot intervals at each exploration.
- Maintain a detailed log of each exploration, visually classify the soil encountered, obtain soil samples as appropriate for the soil conditions encountered, and observe groundwater conditions in each exploration.

Laboratory Testing

- NV5 will perform all necessary laboratory tests to provide earthwork recommendations, pavement and retaining wall designs, and signal pole foundation design. Our specific scope will include:
 - Up to 30 moisture content tests.
 - Up to 25 percent fines (material passing the No. 200 sieve).

Geotechnical Report Preparation

- NV5 will prepare a draft Geotechnical Report summarizing all results of the field exploration and laboratory testing program and analysis results, conclusions, recommendations and comments including the following:
 - Design and construction criteria, including fill materials (dry and wet weather), compaction criteria
 - Slope stability for temporary and permanent cut slopes
 - Temporary shoring design recommendations
 - Geotechnical design criteria for signal and light poles
 - We understand pavement sections will be in conformance with City Standards and pavement design will not be required.
- NV5 will incorporate review comments from the design and ownership teams into the final Geotechnical Report and provide it prior to 90% design level.

Geotechnical Deliverables

- Draft exploration plan
- Final exploration plan
- Draft geotechnical report
- Final geotechnical report prior to 90% design level

HAZARDOUS MATERIALS

Hazardous Materials Discipline Report (per WSDOT NEPA requirements)

The consultant will conduct an assessment to identify the presence or possible of hazardous materials and/or contaminant releases within or adjacent to the project that may be encountered during construction. The assessment will build upon previous assessments of the alignment, including a 2006 Level 1 Environmental Site Assessment and follow up investigations regarding potential underground storage tanks (USTs). The findings of this assessment will be summarized in a comprehensive standard Hazardous Materials Discipline Report. The purpose of the hazardous materials discipline report is to document previous hazardous materials studies and serve as input to the National Environmental Policy Act (NEPA) process. The study will include an appropriate level of documentation and analysis necessary to allow transportation staff to make informed decisions regarding the selection of alternatives, mitigation measures, and/or the necessity of initiating early coordination with relevant regulatory agencies. The study will identify sites that may (1) affect the environment, (2) create significant construction impacts, and/or (3) incur cleanup liability to the City. The study will also provide information to evaluate whether additional hazardous material investigations are necessary to support future estimates of site cleanup and construction costs and to assess the City's liability associated with the project. Sites that require a degree of consideration during project development include (1) locations within the proposed right-of-way (ROW) where contaminants in soil or groundwater

could affect design or the cost of construction, including adjacent or hydraulically upgradient properties with a potential to affect construction activity, and (2) properties currently considered for acquisition.

The consultant will refer to the WSDOT *Environmental Manual*, dated August 2021, and will complete the study in accordance with the *Guidance and Standard Methodology for WSDOT Hazardous Materials Discipline Reports*.

Deliverables:

- Draft Hazardous Materials Discipline Report
- Final Hazardous Materials Discipline Report

Pre-Construction Investigation

Previous studies indicated the presence of two decommissioned USTs and seven potential fill ports that may be associated with USTs within the proposed ROW. Consultant will conduct a geophysical survey in the areas of previously identified USTs and potential UST fill ports to attempt to locate and mark USTs in these areas. The geophysical survey will include magnetometer and ground penetrating radar surveys.

Deliverables:

- Draft Pre-Construction Exploration Report
- Final Pre-Construction Exploration Report

Inadvertent Discovery Plan/UST Underground Tank Removal Procedures and Permitting

Consultant will prepare an Inadvertent Discovery Plan that outlines appropriate steps in the event that unknown USTs are encountered during construction to minimize potential construction delays from the inadvertent discovery. The Inadvertent Discovery Plan will include a description of initial procedures to be followed by the contractor upon discovery as well as appropriate UST removal procedures and associated permitting to be followed by the licensed UST service provider subcontractor.

Deliverables:

- Draft Inadvertent Discovery Plan/UST Underground Tank Removal Procedures and Permitting Plan
- Final Inadvertent Discovery Plan/UST Underground Tank Removal Procedures and Permitting Plan

Subsurface Investigation (Contingency Task)

If the results of the Hazardous Materials Discipline Report indicate the presence or likely presence of a release of hazardous materials or petroleum products at a property, a subsurface investigation may be recommended. The purpose of a subsurface investigation is to obtain sound, scientifically valid data concerning actual property conditions related to a release of hazardous substances or petroleum products at the property, provide information relevant to taking reasonable steps to prevent or limit exposure to hazardous substances or petroleum products, and to provide information relevant to evaluating business environmental risks and/or human health or environmental risks. The subsurface investigation will be completed in general

accordance with ASTM Practice E1903-11, *Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process*. The specific scope of the subsurface investigation will be based on the results of the Hazardous Materials Discipline Study Report.

Deliverables:

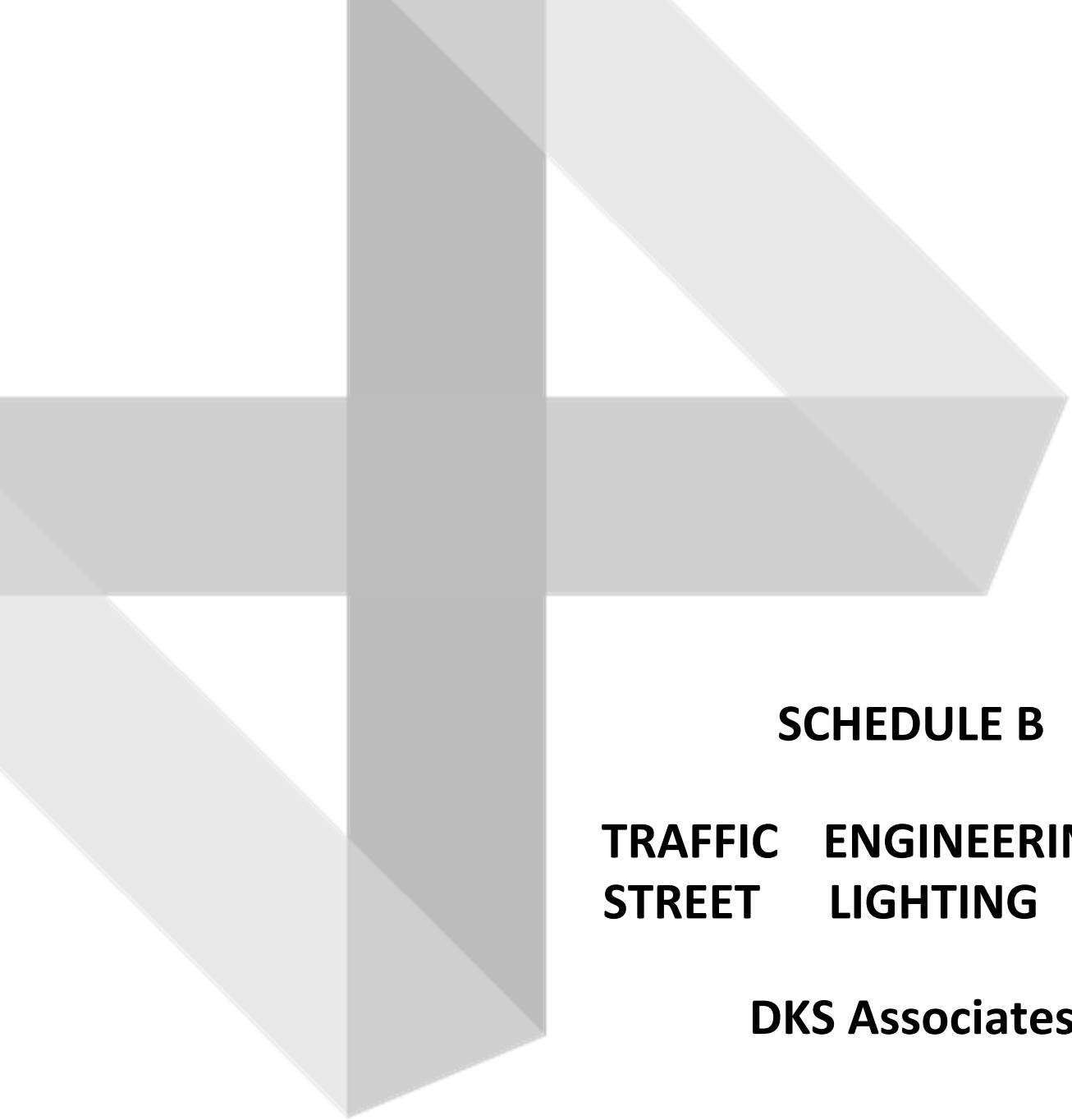
- Draft Subsurface Investigation Report
- Final Subsurface Investigation Report

Project Name: Main Street Streetscape – 5th to 15th St Project Manager: Geotech - Nick Pavaglio, HazMat - Colby Hunt NV5 Job No.: Vancouver-42-01 Client Job No.: Date: 07/08/2022																				
		Labor									Expenses									Total Budget Amount
		Principal	Senior Project Manager	Project Manager I	Technical Specialist I	Staff II	Senior CAD Tech	Senior Project Assistant/Tech. Editor	Support Staff	Total Labor	Field Equipment/Supplies	Geotechnical Laboratory	Traffic Control Subcontractor	Utility Locate Subcontractor	Drilling Subcontractor	Geophysical Survey Subcontractor	Regulatory Database Subcontractor	City of Vancouver Permitting	Total Expenses	
Geotechnical Investigation - NV5		12.00	36.00		40.00		10.00	9.00		\$12,509.63	\$423.45	\$2,600.00	\$8,500.00	\$1,300.00	\$15,000.00			\$1,500.00	\$29,323.45	\$41,833.08
	Geotechnical Investigation									\$12,509.63										\$41,833.08
Hazardous Materials - NV5	Comprehensive Hazardous Materials Discipline Report	6.00		12.00		64.00	8.00	6.00	2.00	\$8,628.86	\$61.00						\$1,200.00		\$1,261.00	\$9,889.86
	Pre-Construction Investigation	2.00		8.00		24.00	6.00	2.00	1.00	\$3,805.89	\$61.00					\$5,800.00			\$5,861.00	\$9,666.89
	Inadvertant Discovery Plan	4.00		6.00		24.00		2.00	1.00	\$3,491.41									\$0.00	\$3,491.41
										\$0.00										\$0.00
										\$0.00										\$0.00
										\$0.00										\$0.00
										\$0.00										\$0.00
										\$0.00										\$0.00
	HazMat Subtotal									\$15,926.16										
TOTAL HOURS		24.00	36.00	26.00	40.00	112.00	24.00	19.00	4.00											
RATE		226.17	127.02	94.09	90.57	74.10	96.44	70.63	102.53											
TOTAL DOLLARS		\$5,428.08	\$4,572.72	\$2,446.34	\$3,622.80	\$8,299.20	\$2,314.56	\$1,341.97	\$410.12	\$28,435.79										\$64,881.24

Actuals Not To Exceed Table (ANTE)

WSDOT Agreement: _____
 NV5 Global, Inc.
 200 South Park Road, Suite 350
 Hollywood, FL 33201

Job Classifications	Direct Labor Rate NTE*	Overhead NTE* 134.64%	Fixed Fee NTE 10.00%	All Inclusive Hourly Billing Rate NTE
Principal	\$92.45	\$124.47	\$9.25	\$226.17
Senior Associate	\$58.17	\$78.32	\$5.82	\$142.31
Associate	\$55.29	\$74.44	\$5.53	\$135.26
Senior Project Manager	\$51.92	\$69.91	\$5.19	\$127.02
Project Manager II	\$47.12	\$63.44	\$4.71	\$115.27
Project Manager I	\$38.46	\$51.78	\$3.85	\$94.09
Senior Technical Specialist		\$0.00	\$0.00	\$0.00
Technical Specialist II		\$0.00	\$0.00	\$0.00
Technical Specialist I	\$37.02	\$49.84	\$3.70	\$90.57
Engineering/Geological Staff III	\$38.94	\$52.43	\$3.89	\$95.26
Engineering/Geological Staff II	\$30.29	\$40.78	\$3.03	\$74.10
Engineering/Geological Staff I	\$30.29	\$40.78	\$3.03	\$74.10
Senior CAD Technician	\$39.42	\$53.08	\$3.94	\$96.44
CAD	\$35.64	\$47.99	\$3.56	\$87.19
Senior Technician	\$39.42	\$53.08	\$3.94	\$96.44
Technician II	\$24.58	\$33.09	\$2.46	\$60.13
Technician I	\$24.00	\$32.31	\$2.40	\$58.71
Senior Project Assistant/Senior Technical Editor	\$28.87	\$38.87	\$2.89	\$70.63
Project Assistant/Technical Editor	\$31.06	\$41.82	\$3.11	\$75.99
Support Staff	\$41.91	\$56.43	\$4.19	\$102.53



SCHEDULE B

TRAFFIC ENGINEERING AND STREET LIGHTING DESIGN

DKS Associates



720 SW Washington St.
Suite 500
Portland, OR 97205
503.243.3500
www.dksassociates.com

SCOPE OF SERVICES

Task 1 – Project Coordination and Meetings

DKS Associates (DKS) will provide the following project coordination and attend the following meetings:

- One virtual two-hour project kickoff meeting
- One virtual one-hour coordination meeting with City of Vancouver and Clark Public Utilities
- Biweekly virtual project coordination meetings (up to 24 total meetings)
- Three virtual two-hour design review meetings after the 60%, 90%, and 100% submittals
- Monthly progress reports
- Maintain project file

Task 2 – Transportation Analysis

The transportation analysis will evaluate the weekday morning and evening peak hours. The analysis will include the following study intersections:

- Main Street and 6th Avenue
- Main Street and 8th Avenue
- Main Street and Evergreen Boulevard

Existing Conditions

Consultant shall summarize the existing transportation system and services in the study area. The summary shall include:

- Peak hour volumes of vehicles, freight, transit, bicyclists, or pedestrians at study intersections
- Average daily traffic volume on corridor
- Vehicle classifications and heavy vehicle percentage
- Bicycle, pedestrian, and transit usage and facilities
- Functional classification of facilities
- On-Street parking

DKS shall evaluate collision data for the last five available years on the study corridor and identify potential safety issues. DKS shall calculate the collision rate for the study intersections. Field observations will be used to determine additional areas of focus.

DKS shall collect turning movement counts at the study intersections (listed above) for weekday morning (7 to 9 AM) and evening (4 to 6 PM) peak periods. The counts shall include vehicles, freight, transit, pedestrians, and cyclists. DKS shall conduct 48-hour (15-minute interval) vehicle classification and speed counts on the corridor at two locations.

DKS shall conduct a field review of the study intersections during the morning (7 to 9 AM) and evening (4 to 6 PM) peak periods. DKS shall document posted speed limits, number of lanes, intersection geometries and control, traffic signal timing, existing pedestrian and bike facilities, and transit facilities. The field review will include observed vehicle operations (delays and queues), pedestrian and bicycle operations, bus operations, driveway spacing and interactions, safety issues and on-street parking.

The City shall provide traffic signal timing sheets for the signalized study intersections.

DKS shall create a Synchro model to represent existing conditions on the study corridor. DKS shall evaluate the study intersections and report vehicle level of service, delay, v/c ratio, and queuing at key locations. Any existing operational deficiencies will be documented.

DKS shall conduct an operational analysis using existing year volumes to evaluate the potential conversion of the existing all-way stop intersections of Main Street and 6th Street and Main Street and 8th Streets to full signal control. DKS will examine the pros and cons of the proposed alternatives and provide a recommendation as to whether to convert the intersections to full signal control. The analysis will report vehicle level of service, delay, v/c ratio, and queuing at study intersections compared to the existing conditions. Any operational deficiencies and potential improvements will be documented.

DKS shall prepare a Draft Transportation Analysis Report for City review. Based on comments received, DKS shall prepare a Final Transportation Analysis Report.

Deliverables

- Draft Transportation Analysis Report
- Final Transportation Analysis Report

Task 3 – Lighting Design

DKS will prepare plans, specifications, and cost estimate for the removal and installation of new roadway lighting along Main Street between 5th Street and 15th Street. DKS will use AGI software to determine appropriate light levels for the roadways and intersections per City of Vancouver standards and ANSI/IES RP-8-18: Recommended Practice for Design and Maintenance of Roadway and Parking Facility Lighting. The light poles will be equipped with features such as banner arms, GFCI outlets, and drip irrigation for watering plants.

All other decorative lighting (festoon lighting, architectural lighting, etc.) will be designed by others. DKS will coordinate with the decorative lighting designer and prepare cost estimates to include in the 60%, 90%, and 100% submittals.

DKS will provide special provisions for the 90% and 100% submittals using the current version of the City of Vancouver design standards.

Assumptions

- City will provide direction of luminaire pole and fixtures used in design.
- All decorative lighting and associated work, with the exception of cost estimates, will be performed by others.
- Luminaire poles will include irrigation for planters and GFI receptacles. City to provide direction on irrigation details.
- Lighting level summary will be shown on plan sheets. No separate lighting memo will be provided.
- DKS will perform up to two project site visits during design.
- Foundation design to be provided by others.

Deliverables

- Illumination plan – 5 sheets
- Illumination details – 4 sheets
- Special Provisions
- Engineer's cost estimate

Task 4 – Traffic Signal Design

DKS shall prepare plans, specifications, and cost estimate for the modification of existing traffic signals at Main Street and 6th Street, Main Street and 8th Street, Main Street and Evergreen Boulevard, and Main Street and 15th Street to accommodate streetscape improvements. All traffic signal plans and specifications will conform to Manual on Uniform Traffic Control Devices, City of Vancouver, and National Electric Code standards as applicable. DKS will identify utility conflicts that will need to be resolved prior to traffic signal construction.

DKS will provide special provisions for the 60, 90%, and 100% submittals using the current version of the City of Vancouver design standards.

Assumptions

- No temporary signal plans will be created.
- DKS will perform up to two project site visits during design.
- Base maps to be provided by MacKay Sposito.
- Foundation design to be provided by others.

The following design work is assumed at each signalized intersection:

- Main Street and 6th Street
 - Three new traffic signal poles, signal heads, detection, pedestrian pushbuttons, and traffic signal cabinet.
- Main Street and 8th Street
 - One new traffic signal pole, detection, pedestrian pushbuttons, and traffic signal cabinet.
- Main Street and Evergreen Boulevard
 - Detection and pedestrian pushbuttons.
- Main Street and 15th Street
 - New vehicle signal heads and traffic signal cabinet.

Deliverables

- Traffic signal legend – 1 sheet
- Traffic signal modification plan – 4 sheets
- Traffic signal detection plan – 3 sheets
- Traffic signal details – 2 sheets
- Special Provisions
- Engineer's cost estimate

Task 5 – Traffic Signal Interconnect Design

DKS will prepare traffic signal interconnect plans, specifications, and cost estimate for the intersections of Main Street and 6th Street, Main Street and 8th Street, and Main Street and 15th Street to tie existing fiber optic cable into new traffic signal cabinets.

DKS will also prepare traffic signal interconnect plans for potential future usage along Main Street between the 6th Street intersection and 15th Street. These plans will show new conduit and handholes, but no new fiber optic cable or details.

DKS will provide special provisions for the 90% and 100% submittals using the current version of the City of Vancouver design standards.

Assumptions

- City of Vancouver to provide interconnect As-Builts.
- DKS will perform up to two project site visits during design

Deliverables

- Traffic signal interconnect plan – 5 sheets
- Fiber splice and termination details – 3 sheets
- Cabinet equipment and layout – 1 sheet
- Special Provisions
- Engineer's cost estimate

Task 6 – QA/QC and Design Review

DKS will provide design review and help identify project solutions related to signing, striping and traffic control plans as needed. DKS shall perform QA/QC review of the plans, specifications, and cost estimate for the signing, striping, and temporary traffic control at the 60%, 90%, and 100% submittals.

Assumptions

- All signing, striping, and traffic control plans will be designed and drafted by MacKay Sposito.

Deliverables

- QA/QC review of plans, specifications, and cost estimates at 60%, 90%, and 100% submittals.

Vancouver Main Street Design

Proposed budget by task - DKS Associates

6/17/2022

	PIC	PM	STE	TE	DE	CAD	Admin	DKS Labor	Expenses	Total
	\$267.40	\$198.04	\$214.19	\$156.34	\$130.83	\$88.98	\$126.71			
Task 1: Project Coordination and Meetings	1	43	13	13			10	\$14,867	\$0	\$14,867
Task 2: Transportation Analysis	1	8	8	32	40		4	\$14,308	\$2,100	\$16,408
Task 3: Lighting Design	4	44	14	60	110	60	4	\$42,399	\$100	\$42,499
Task 4: Traffic Signal Design	8	80	24	140	200	180	4	\$87,700	\$100	\$87,800
Task 5: Traffic Signal Interconnect Design	2	18	8	36	52	32	1	\$21,219	\$100	\$21,319
Task 6: QA/QC and Design Review	1	16	3	24	24		2	\$11,224	\$0	\$11,224
Total Non-Contingency	17	209	70	305	426	272	25	\$191,717	\$2,400	\$194,117

Legend:

PIC = Principal-in-Charge

PM = Project Manager

STE = Senior Transportation Engineer

TE = Transportation Engineer

DE= Design Engineer

CAD = Drafter

Admin = Project Administrator

Expenses

48-hour classification at 2 locations (south and north of
Evergreen)

\$ 600

Actuals Not To Exceed Table (ANTE)

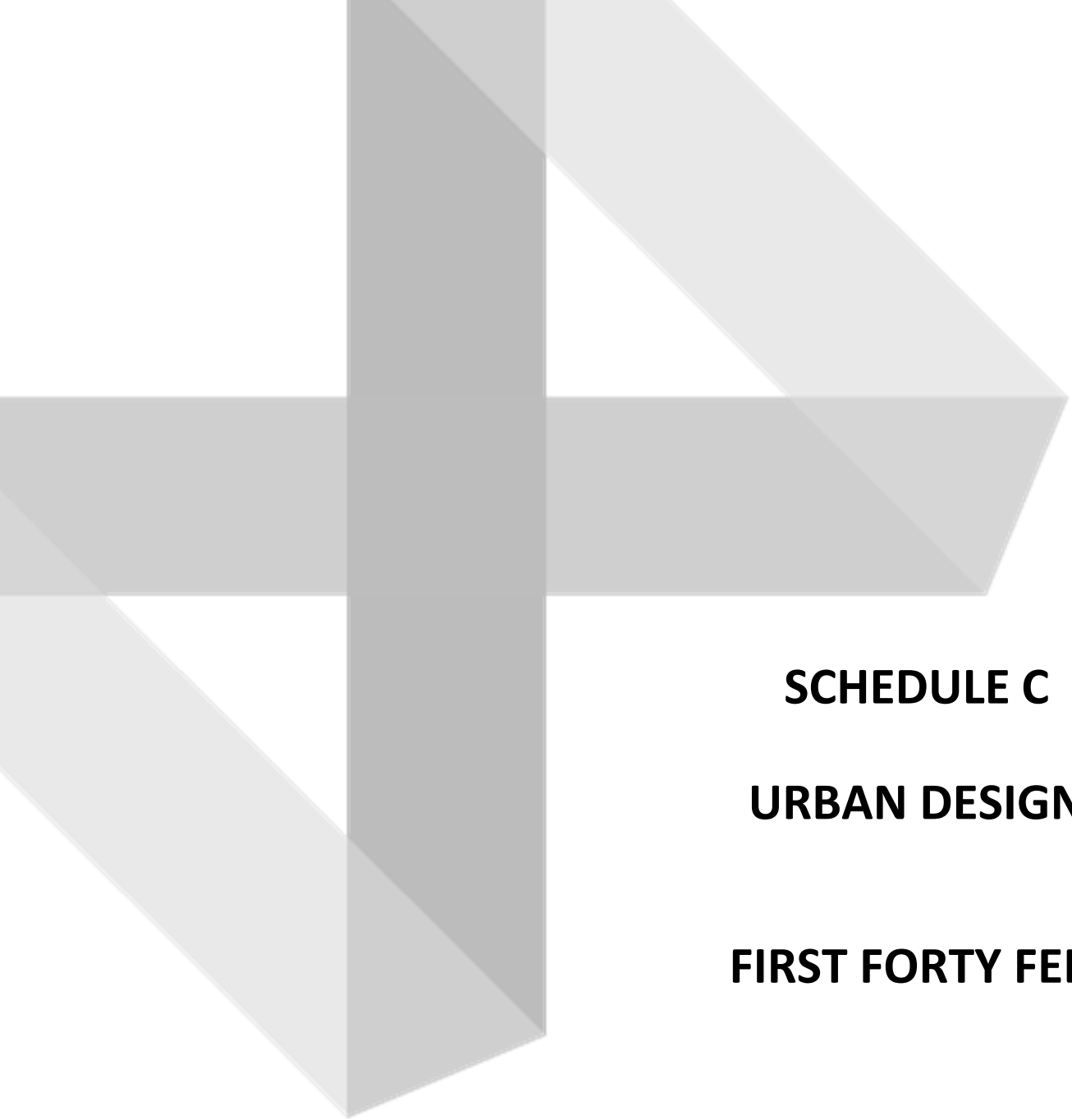
WSDOT Agreement: Y12366

DKS Associates

720 SW Washington St., Ste. 500

Portland, OR 97205

Job Classifications	Direct Labor Hourly Billing Rate NTE	Overhead NTE*	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
		181.87%	30.00%	
ADMINISTRATIVE ASSISTANT 3	\$24.39	\$44.35	\$7.32	\$76.06
ADMINISTRATIVE ASSISTANT 4	\$38.14	\$69.36	\$11.44	\$118.94
ADMINISTRATIVE ASSISTANT 5	\$42.26	\$76.85	\$12.68	\$131.78
CAD TECHNICIAN 2	\$29.67	\$53.96	\$8.90	\$92.54
CAD TECHNICIAN 3	\$39.98	\$72.71	\$11.99	\$124.68
COMMUNICATIONS DESIGNER 2	\$43.60	\$79.29	\$13.08	\$135.97
COMMUNICATIONS DESIGNER 4	\$54.49	\$99.09	\$16.35	\$169.92
TRANSPORTATION ENGINEERING ASSISTANT	\$34.87	\$63.42	\$10.46	\$108.75
TRANSPORTATION ENGINEER/DESIGNER 2	\$37.18	\$67.62	\$11.15	\$115.95
TRANSPORTATION ENGINEER/DESIGNER 3	\$43.63	\$79.35	\$13.09	\$136.06
TRANSPORTATION ENGINEER/DESIGNER 4	\$52.14	\$94.82	\$15.64	\$162.59
TRANSPORTATION ENGINEER/DESIGNER 5	\$66.04	\$120.11	\$19.81	\$205.96
TRANSPORTATION ENGINEER/DESIGNER 6	\$68.68	\$124.91	\$20.60	\$214.19
SENIOR TRANSPORTATION ENGINEER	\$89.17	\$162.17	\$26.75	\$278.09



SCHEDULE C

URBAN DESIGN

FIRST FORTY FEET

Project Scope of Work

The First Forty Feet (FFF) Team will work with the prime consultant to provide urban design, placemaking, and streetscape design services to assist in the preparation of the final streetscape design, construction drawings, and design specifications.

The following scope of work tasks describes how the FFF team will collaborate with the overall MacKay Sposito team, including PointNorth, Luna, VDA, and the City of Vancouver PMT, city staff, key stakeholders, community members, and regulatory agencies to prepare the final Main Street streetscape experience. FFF will **lead** the design of the placemaking elements while **supporting** the re-brand strategy and community engagement.

Project Scope of Work Tasks

Task 1: Project Orientation

The FFF Team will coordinate with the MacKay Sposito team and the City of Vancouver (COV) on the project's management structure, work plan, schedule, and coordination roles.

Subtask 1.1: Contract Administration, Invoicing, and Progress Reports

FFF will provide scope of work administration, invoicing, and reporting for the Main Street Project to MacKay Sposito's project manager to include the following:

1. Prepare and submit monthly invoices. Each invoice will include the date period covered by the invoice, number of hours worked during the billing period with billing rates shown; expenses; total cost for labor and expenses for the billing period.
2. Prepare a Contract Summary Report (CSR) to accompany the monthly invoices. The Contract Summary Report will list each invoice as well as current invoice with an itemized summary of invoice numbers, dates, and amounts billed for labor, expenses, and subconsultants as well as total amounts for each invoice. The CSR will also list the total amount billed to date, total amount remaining under contract, and contract expiration date.
3. Maintain required contract documentation. Provide copies of project files and records to the client for audits and public information requests. Final documents shall be provided in electronic format as requested.

Subtask 1.2: Project Management Meetings

The FFF team tasks includes attending Project Management Team (PMT) meetings necessary to gain insight, information, and successfully complete the project. The First Forty Feet project manager will coordinate with MacKay Sposito to determine appropriate City staff, City representatives, key stakeholders, and/or public agencies and representatives as needed to attend PMT meetings.

Project management tasks are integrated into each of the tasks in the work scope throughout the concept design phase and design documentation phases. The PMT will provide oversight and decision-making regarding the project scope, tasks deliverables, task deliverables review and schedule.

Anticipated Project Meetings	
Bi-weekly PMT Meetings	12
Oopen House Events	03
FFF-led Design Workshops	03
Internal Project Design Meetings	20
Total:	38

Subtask 1.3: Design Management, Coordination, and Direction

FFF shall review technical work and other deliverable products developed within the design concept phase and design implementation phases, including the 30%, 50%, and 90% working drawings and urban design specifications.

Will Grimm (FFF) will be the project manager of the Main Street Project with Jason Graf (First Forty Feet) managing strategic planning approaches to concept design with James Brackenhoff (First Forty Feet) and Cindy Trivisonno (First Forty Feet) leading urban design and placemaking design and documentation.

FFF shall manage the 'living design calendar' for the internal design team to utilize and identify and track project specific tasks including design, community outreach, and strategy through concept design. This document will be updated through life of the project.

Subtask 1.4: Design Quality Assurance/Quality Control of Placemaking Elements

The FFF Team will provide QA/QC for conceptual design, technical analyses, and construction documentation, and urban design specifications. The First Forty Team's QA/QC will ensure appropriate, right-sized quality assurance and control measures are in place and executed at key strategies during planning and design efforts.

The QA/QC plan will be integrated throughout all processes and woven into our critical path delivery schedule; for example, how the use of streetscape elements, public spaces, public art, and multi-modal facilities throughout the project area will be vetted early in the design concept process.

Subtask 1.5: Project Management Team (PMT) Kick-off

FFF will attend the project kick-off meeting session

- Confirm expectations and outcomes of the streetscape design, public outreach, and project's critical path, including project tasks, deliverables, and critical milestones
- Determine method(s) for COV delivery of background data and format of files (plans, drawings, GIS/Cad files) for creating a project area base map.
- Confirm PMT members and the overall Project decision-making process, including deliverables and documentation review in advance of public engagement

Deliverables:

- [Provide prime consultant with draft meeting session notes.](#)
- [Draft Design Schedule + Bi-weekly Update \(Calendar\)](#)
- [Progress Reports on design status](#)

Task 2: Urban Design + Design Engineering

Subtask 2.1: Site Investigation

FFF will review the existing standards, guidelines, current main street design and Main Street District Design Handbook to assess, evaluate, and provide design recommendations to advance the vision for Downtown's Main Street design.

- Review significant prior planning and reference documents performed in c2006-2009 to assist in the assessment and urban design recommendations of the Downtown Main Street Project.
- Review existing conceptual geometric layouts to be used as the basis for design of the Project. Our team shall use these conceptual designs to develop an alternative approach to geometric designs for City review and approve.
- Team to conduct up to four site walks to gain insight on existing conditions, existing business operations, existing character of the project area. Site walks and observations will provide critical information, including how the community is using the space and key observations of public life within the project area.
- Conduct the design assessment on the current Main Streetscape Design concept to better understand potential changes and alterations of the design, especially when considering climate action, stormwater, multi-modal facilities, change in culture, change in business profiles, and business operations.
- Develop high-level placemaking opportunities and constraints analysis to determine locations for public art, open-air installations, short-term programming, gateway opportunities, pedestrian connections, business expansion, and placemaking moments. The analysis will include highlighting barriers that prevent or impact placemaking opportunities.

Deliverables:

- Existing Design Concept Assessment and Evaluation
- Placemaking Opportunities and Constraints Analysis
- Progress Reports on design status

Subtask 2.2: Develop Preliminary Geometric Design Concept

- Assist in a Visioning and Goal Setting Session – Design Narrative:
 - FFF will lead a series of workshops to help the City refine their existing vision. The intent of these workshops is to clearly defined a set of design principles leading directly to design outcomes in achieving the Main Street vision.
- Develop Three Preliminary Streetscape Design Options and Preferred Option Geometric Concept.
 - Assess existing design and angled-to-parallel parking opportunities
 - Provide a design alternative to the existing angled parking locations, illustrating the look and feel of parallel parking.
 - Resolve the dimensional aspects of angled parking to parallel parking conditions.
 - Develop Main Street Urban Design Placemaking Strategies:
 - FFF will develop a people-centered placemaking strategy for Main Street. This will involve collaboration with local artists and key stakeholders in the project to assist in generating bespoke design elements such as street and wall murals, landscape elements and paving materials which contribute to the local identity and culture of Downtown Vancouver.
 - Develop Site Furnishing and Placemaking Elements / Details

- FFF will develop a menu of site furnishings, seating requirements, and dimensional details for elements such as lighting, bicycle parking, seating, parklets, parking meters, trash receptacles public art, tree grates and other elements.
- Collaborate on right-of-way plans and details
 - FFF will coordinate with MacKay Sposito the dimensional requirements e.g street cross sections, typical block plans and design details related to curbs, curb bulb-outs, curbless street segments, corner and bulb out radii, and spacing requirements for vertical elements such as lighting, signage, art installations and street trees.
 - FFF will also work closely with Mackay Sposito's in-house landscape architects to integrate the technical aspects of landscape elements into the overall right-of-way plans and details.
- Develop design for intersection transitions at key locations
 - FFF will produce a series of design recommendations and drawings for intersection transitions at key locations to ensure that the aesthetic and functional considerations for mobility is met and in conformance with all traffic and planning standards and ADA requirements.
- Street Lighting Concept Design
 - FFF will support VDA with the type, style and location of light fixtures along Main Street as part of the broader placemaking design strategy. Support VDA on the lighting design concept will also make recommendations regarding light distribution and brightness, the appearance of the space and luminaires, glare and color, as well as lighting control and flexibility.
- Coordinate with COV and VDA to identify locations for public art
 - FFF will lead meetings with the VDA to determine opportunities for the installation and/or painting of public art within the public right-of-way or private properties of Main Street owners. Coordination with the appropriate City departments will take place during this time to ensure that the public art meets all regulatory planning, standards and permitting requirements.
- Assist PointNorth with the development of Brand Strategies
 - FFF will assist in the development of Brand to support the vision of creating an identifiable downtown destination. Our team will help develop a compelling and effective brand story for Downtown Main Street that offers a unique messaging and storyline to be fully integrated into the urban design elements and placemaking experience. These elements will include environmental graphics, wayfinding, brand expressions, and signature urban design elements. FFF will integrate PointNorth's brand expressions, logo design, color and typography guidelines into the placemaking elements.
- Design coordination of Plan Sheets
 - After a finalized concept design, placemaking strategy, site furnishing and elements have been approved by the City, First Forty Feet will work with Mackay Sposito to assist in translating and coordinating drawings into a complete set of Plan Sheets.
 - First Forty Feet will review the civil design and meet, as needed, with Mackay Sposito as Design Development and Construction Drawings are produced to ensure the civil drawings dimensions, landscape elements, street furnishings, paving materials and light fixtures to ensure construction documentation meets the preferred design intent and performance requirements...
- Street Typologies
 - Develop a unique street type or festival street in a key locations and segments that can provide opportunity for flexibility in use, ability to close down for a activities and events.

Assumptions:

- FFF will develop the Urban Design Placemaking Strategy and Placemaking Plan to guide the city and stakeholders on unique placemaking elements that are outside the construction of the streetscape concept. Unique placemaking elements include the commissioning of a local artist to create public art works, construction of special outdoor seating environments, or installation of bike corrals, to name a few.

Deliverables:

- Three Main Street Streetscape Design Options
- Urban Design Placemaking Strategies and Placemaking Plan
- Public Art and Place Strategy Package
- Preliminary and Final Streetscape Design
- Urban design specifications package: co-selection of landscape features/elements, light fixtures, paving materials and other spec items
- Design of enlarged key intersections and plan transitions
- Short-term programming and implementation package
- Progress Reports on design status

Task 3: Support Public Involvement and Agency Coordination

Subtask 3.1: Public Involvement Program

First Forty Feet will provide support to the overall design team on community engagement and public involvement. Our team will provide the following services and tasks to realize an equitable public involvement program and outreach effort.

- Attend all public outreach events and activities and assist in the development presentation material, design content, design narratives, and exhibits to support the public involvement program and outreach intent.
- Assist in the presentation design content at every stage that reflects the vision and aspirations of the business community, city stakeholders, and community at-large.
- Review outreach content for newsletters, press releases, and other City platforms and provide clear narratives on progress, design development, and final design elements.
- Assist the team in creating a business retention strategy and tools for business to enhance their operations. The strategy should include placemaking ideas that reflect the aspirations of businesses and result in the retention and growth of business.

Assumptions:

- First Forty Feet will provide design content for preliminary design and placemaking presentations, communications, newsletters, open houses, and community outreach material. All exhibits and design content within the construction phase will be provided by the prime consultant.

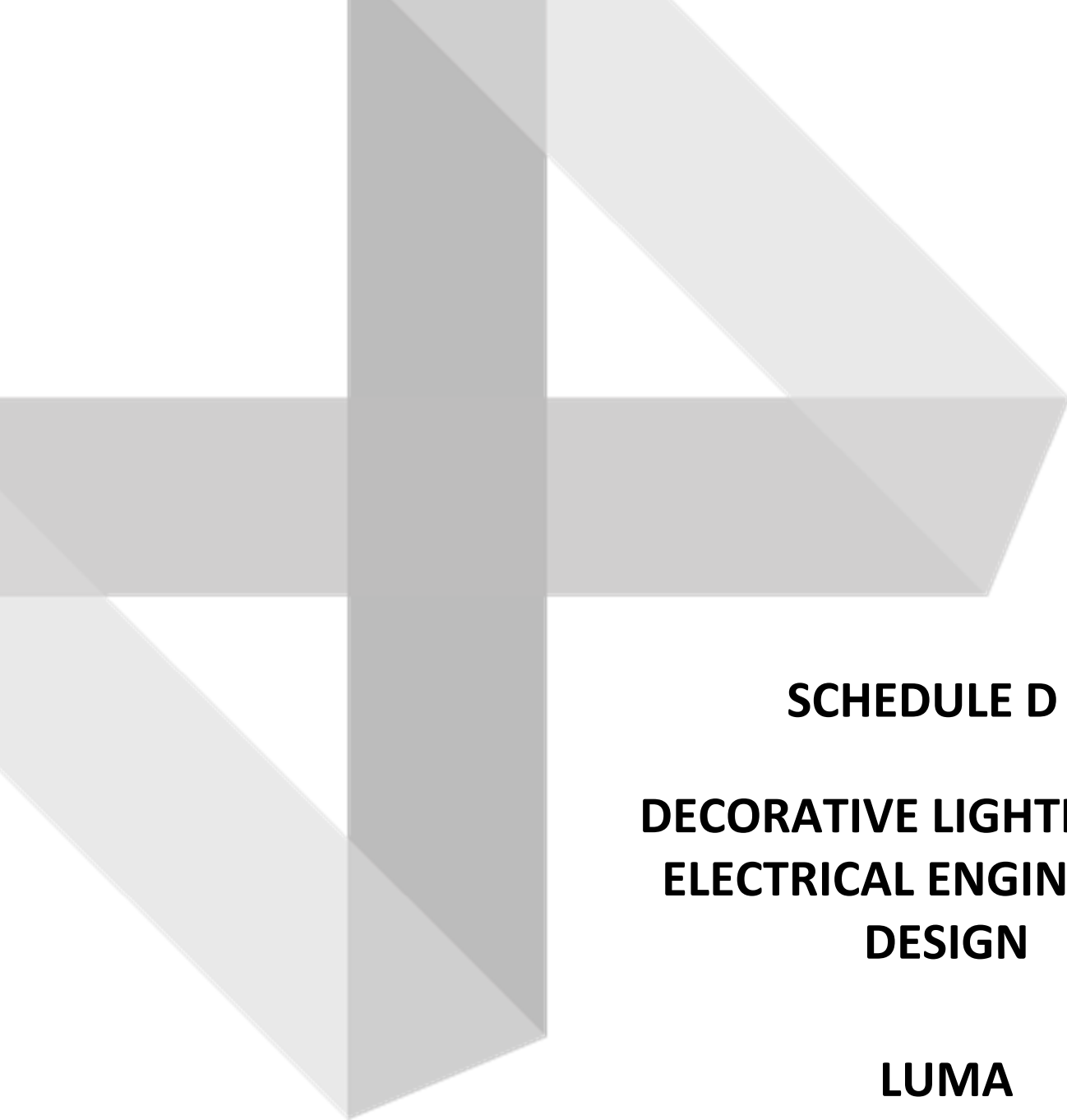
Deliverables:

- Public Involvement Program Content and Exhibits
- Placemaking tools memorandum
- Progress Reports on design status

Vancouver Main Street Fee Schedule		Proposed	First Forty Feet				Task Labor Total
			W.Grimm	J. Graf	J. Brackenhoff	Cindy	
			Project Manger	Strategy	Urban Design	Trivisonno	
			\$147.84	\$131.67	\$113.19	\$92.40	
SECT		SCOPE OF WORK	hours				
PROJECT ORIENTATION							
1.1	Contract Administration, Invoicing, and Progress Reports	10	4	4			
1.2	Attend Project Management Meetings						
	- Kick-off Meeting Session	2	2				
	- Bi-weekly PMT Meeting (12)	12	8	8			
1.3	Design Management, Coordination, and Direction	48	12	8	0		
1.4	Design Quality Assurance/Quality Control [placemaking elements]	24	18	24	8		
Subtotal Staff Hours		96	44	44	8		
Subtotal Labor by Firm		192					
Subtotal Staff Labor Cost		\$14,193	\$5,793	\$4,980	\$739		
Subtotal Labor Cost by Firm		\$25,706				\$25,706	
URBAN DESIGN							
3.1	Site Investigation and Data Collection						
	- Review Existing Guidelines and Standards	10	8	4	4		
	- Review Existing Design Drawings and Background Information	4	4	4	4		
	- Conduct Site Walk and Site Investigation	2	2	2	2		
	- Develop Oppportunities and Constraints Analysis	6	4	10	16		
3.2	Develop Preliminary Geometric Design Concept						
	- Assist in a Visioning and Goal Setting Design Workshops	16	16	32	24		
	- Assess existing design and angled-to-parallel parking opportunities	10	16	20	24		
	- Develop Main Street Urban Design placemaking strategies	40	30	60	110		
	- Develop Site Furnishing and Placemaking Elements / Details	20	15	30	85		
	- Collaborate on right of way plans and details	4	16	20	4		
	- Develop design for intersection transitions at key locations	8	10	16	20		
	- Street Lighting Concept Design	4	4	10	16		
	- Assist coordinate preferred design alternative with infrastructure design	4	10	20	24		
	- Coordinate with VDA/Identify locations for public art	4	4	20	16		
	- Design coordiantion of Plan Sheets	0	12	20	8		
	- Short-term Programming - Open Air Concepts [tactical interventions]	4	0	16	10		
Subtotal Staff Hours		136	151	284	367		
Subtotal Labor by Firm		938					
Subtotal Staff Labor Cost		\$20,106	\$19,882	\$32,146	\$33,911		
Subtotal Labor Cost by Firm		\$106,045				\$106,045	
SEC 5 SUPPORT PUBLIC INVOLVEMENT AND AGENCY COORDINATION							
5.1	Assist team of a Public Involvement Program						
	- assist connecting with impacted business owners	0	0	8	8	16	
	- assist in prep + attend three public outreach events / activities	10	0	10	10		
	- provide design content and public information material	8	0	16	24	48	
	- review writing for press releases on design approach	4	4				
Subtotal Staff Hours		22	4	34	42		
Subtotal Labor by Firm		102					
Subtotal Staff Labor Cost		\$3,252	\$527	\$3,848	\$3,881		
Subtotal Labor Cost by Firm		\$11,508				\$11,508	
Total Labor Hours by Firm		\$37,551	\$26,202	\$40,975	\$38,531		
Total Labor Cost		\$143,259				\$143,259	
Reimbursable Expenses						\$4,298	
	Total Cost by Firm					\$147,557	
						\$147,557	

City of Vancouver - Main Street Streetscape - 5th - 15th St
 Actuals Not To Exceed Table (ANTE)

FIRST FORTY FEET 412 NW COUCH STREET, SUITE 205 Portland, Oregon 97214								
Job Classifications		Direct Labor Rate NTE*		Overhead NTE*		Fixed Fee NTE		All Inclusive Hourly Billing Rate NTE
				110.00%		10.00%		
Principal, Project Manager		64.00		\$70.40		\$13.44		\$147.84
Strategic Planner		57.00		\$62.70		\$11.97		\$131.67
Project Designer		49.00		\$53.90		\$10.29		\$113.19
Urban Designer		40.00		\$44.00		\$8.40		\$92.40



SCHEDULE D

**DECORATIVE LIGHTING AND
ELECTRICAL ENGINEERING
DESIGN**

LUMA

Date: June 24, 2022
Project: City of Vancouver Main Street
Project Number: 22-1201
To: MacKay Sposito
Type of Services: Electrical and Lighting Design Services

Project Description

The project consists of 10 Blocks of Main Street that are being re-imagined and developed into a pedestrian friendly streetscape for the city of Vancouver, Washington. The project includes up to four blocks that are dedicated as areas which can be closed for events. This proposal is for electrical engineering and lighting design for the accent, art lighting and electrical infrastructure for street tree receptacles and tree up lighting for this 10-block area of work. Not all elements will be included along all 10 blocks. VDA will be involved in location selection of tree receptacles, festival street lights, parklet locations and what lighting is to be included at those parklets.

For this proposal, PAE and Luma scope will include specification of the decorative lighting elements as well as associated electrical engineering services to support the decorative lighting and electrical infrastructure elements such as receptacles at tree bases. This scope by PAE and LUMA will be referred to as "Decorative lighting" and be inclusive of the required engineering and design.

All new electrical support for "decorative lighting" will be underground. There is no PAE/Luma scope in this proposal to change current overhead electrical infrastructure or lighting that may exist. PAE will provide all Electrical engineering to support accent, decorative and art lighting along with receptacles at tree bases and tree lighting that is part of "decorative lighting."

PAE/Luma project scope is split into the following components:

1. Permanent festival lighting at targeted event areas. Areas that will have festival lighting will be determined by VDA. Luma will support the design of these areas
2. Tree up lighting along the 6 Blocks to be selected and communicated by VDA.
3. Decorative and Art lighting at 6 sculpture/ parklet areas.
4. Receptacles along the 10 Blocks for temporary (holiday) lighting installation. Holiday lighting was a request that was communicated to be a part of the proposal for final design of the "decorative lighting". It is our understanding that VDA will communicate to the design team the locations desired for ALL of the program elements along the 10 block site.
5. Electrical engineering to support the components of "Decorative lighting".

June 24, 2022

Project Assumptions

1. This fee proposal is based on RFP documents dated 02/03/2022 and scoping meeting with Jason Irving on 05/19/2022.
2. This proposal is for lighting and electrical design and construction document services only. Construction Administration services will be provided under a separate proposal. As the stamping electrical engineer of record, PAE is required to participate in the construction administration process unless an indemnity waiver is provided to PAE upon completion of the construction documents and prior to the start of construction.
3. Street lighting design, engineering calculations, and associated electrical systems design is by DKS.
4. PAE/Luma to include design for electrical infrastructure to serve "the project". The electrical engineering is only to serve new receptacles, and all added "accent" style lights of the design as provided by Luma. This scope will be an independent package separate from the street design package(s)
5. "As-built" drawings, in electronic form, will be provided to the design team and will be relied upon to represent accurate existing conditions.
6. "The Project" drawings will be documented in AutoCAD format.
7. PAE and Luma will provide electrical and lighting design services only; Mechanical, plumbing and technology design is not included.
8. The new festival lighting will be controlled through a DMX control system.
9. The City of Vancouver is in process with the design for street improvements – including undergrounding of existing utility power lines and street lighting revisions under a separate project. The CAD drawings from that project will be provided to PAE/LUMA for reference on this project.
10. An existing City metered pedestal exists adjacent to Main and has capacity to serve streetlighting and signal work required. This scope is by others.
11. A new City metered pedestal and separate service will be coordinated by PAE to serve the "decorative project."
12. The following milestone deadlines have been established:
 - a. 30% Design documents
 - b. 60% Design Documents
 - c. 90% Design Documents (This is assumed to be the permit set)
 - d. 100% Design Documents (this will be an Issue for Construction set)
13. PAE and Luma are not responsible for any changes made by others to the Lighting Designer's final drawings, specifications and documentation. Changes include, but are not limited to, substitutions of and/or by manufacturers, variations in layouts, quality and quantity and type of lighting and/or control equipment, etc.
14. PAE and Luma are not responsible for any errors, equipment failures or delays caused by manufacturers, contractors, shippers, installers, or users.

June 24, 2022

Project Scope of Work

PAE and Luma propose to provide design services to support “the project” as described below:

1. Site and Exterior lighting and lighting and control design of ten city blocks for “Decorative lighting” to include:
 - a. Festival style catenary-based DMX controlled color changing lighting, for four city blocks, final location will be determined by VDA. It is assumed that an independent pole will be utilized for this style of light that also includes opportunities for banners and plants.
 - b. Six (6) parklet or art installation areas, powered receptacles at selected locations at the parklets trees for holiday lighting and tree up lighting for these (6) locations
2. Separate electrical service coordination with the utility service provider for lighting elements, tree receptacles festival and art lights and power to support “decorative lighting” project.
3. Specification of meter base(s) and control pedestal(s) as needed for “the project” (10-blocks of improvements included in “the project” scope area.)
4. Lighting control design for code and owner required systems. DMX addressable festival lighting is an anticipated design element; Luma will provide schedules for addressing and programming this system as a part of this proposal.
5. It is anticipated that tree up lights and other art lighting components of “the project” will be time clock controlled. Specification of this system is included in the basic scope.
6. The design and sequencing of DMX festival lighting is included. Programming is to be performed by the contractor.
7. Lighting calculations to verify the lighting design intent. Lighting calculations are for PAE/LUMA internal use and are not intended to be used for presentation of public distribution. All required street lighting per city standard is by DKS.

Deliverables & Scope of Services

30% DESIGN DOCUMENTS

1. Attend meetings with the design team to develop the lighting design concept.
2. Verify owner project requirements.
3. Review relevant city design standards for the project scope.
4. Provide an electrical and lighting design narrative to communicate design intent.
5. Begin service coordination with PUD for power requirements for “the project” scope outlined above
6. Coordinate preliminary electrical service component locations that are required for “the project” scope
7. Coordinate with the traffic signal and streetlighting engineer for underground infrastructure.
8. Establish preliminary location(s) for meter base and control cabinet(s) for the project scope electrical service.
9. Assist DKS with lighting and electrical equipment costs. We will provide an “opinion of probable equipment cost” for use by DKS for their cost estimate. PAE /Luma will get the “Decorative Lighting” project lighting cost at the electrical Distributor level. The cost estimating team is responsible for final cost estimation of all equipment, labor, general conditions, escalation and contingency based on the design criteria developed by PAE and Luma. PAE and Luma will provide support for this effort but are not responsible for the accuracy of the final project estimate.

June 24, 2022

10. Deliverables for this phase:

- a. Concept narrative in PDF format.
- b. Preliminary electrical device locations

60% DESIGN DOCUMENTS

1. Meetings to develop the lighting and electrical design approved in the 30% design phase.
2. Finalize all equipment selections and coordinate lighting and power systems with design team.
3. Develop initial lighting and required electrical calculations for "the project".
4. Review and Comment on the cost estimate.
5. Update distributor net cost information for lighting equipment only for inclusion in estimate by others
6. Deliverables for this phase:
 - a. 60% Design drawings and preliminary schedules for "Decorative Lighting" scope
 - b. Lighting control intent documents,
 - c. Sequence of operations for lighting systems
 - d. Preliminary project specifications in WSDOT format to be provided by MacKay Sposito

90% DESIGN DOCUMENTS

1. Meetings to finalize and coordinate lighting and electrical design and engineering.
2. Minor design revisions if required to respond to owner and design team 60% design set review comments. Substantial deviation from the design and equipment documented in the 60% design phase will require additional services to accommodate.
3. Final lighting and power calculations.
4. Coordinate final mounting details with Mackay Sposito.
5. Coordination of final lighting and power systems with the city street engineer.
6. Assist MacKay Sposito with preparation of permit documents.
7. Review and make recommendations for system scope requirements.
8. Deliverables for this phase:
 - a. Permit documents for electrical and lighting systems
9. Lighting and electrical project specifications in WSDOT format to be provided by MacKay Sposito. PAE Luma will provide required specifications for the "decorative Lighting" scope

100% DESIGN DOCUMENTS

1. Respond to city permit comments and owner and design team 90% design set review comments.
2. Minor revisions to design documents to incorporate permit and owner comments. Substantial deviation from the design and equipment documented in the 60% design phase will require additional services to accommodate.
3. Provide deliverables for the Construction Documents Phase:
 - a. Final Issue for Construction documents.
 - b. Submission to L and I for "the project" if required.
 - c. Project specifications in WSDOT format to be provided by MacKay Sposito.

June 24, 2022

BUILDING INFORMATION MODELING (BIM) AND COORDINATION TERMS AND CONDITIONS

1. PAE will document lighting and power systems after the 30% Design set in AutoCAD format using AutoCAD backgrounds provided by Mackay Sposito.
2. Mackay Sposito will coordinate and link and deliver all required landscape, civil and architectural external (Xref) files in the base drawing file PAE and Luma will use as backgrounds. All xref insertion points and scales will be coordinated and resolved into a coordinated base drawing by Mackay Sposito.
3. Drawings developed by PAE and Luma are diagrammatic and are not to be scaled for use in construction. Should the selected contractor require the AutoCAD drawings developed by PAE and Luma a standard release waiver will be required.

PAE and Luma will document and coordinate site lighting and power items in the defined scope of work with other disciplines based on the traditional Engineer of Record (EOR) "Standard of Care".

Excluded Services (Not included in the fee)

1. Public street lighting engineering and design.
2. PUD infrastructure design and coordination for scope beyond the "decorative lighting scope"
3. Cost estimating is by DKS we will provide equipment cost information for lighting elements.
4. Mechanical/plumbing system design.
5. Telecommunications system design.
6. Audiovisual system design.
7. Support and meetings for LEED design, analysis and documentation.
8. Redesigns due to outside value engineering analysis (i.e. from CMGC, subcontractors, etc.) after the design development phase.
9. Alternate designs for cost/value comparisons, which are pursued beyond the design development phase.
10. Multiple bid and permit packages. One bid and one permit package is assumed.
11. Commissioning lighting or controls systems. (Assistance to contractors with lighting and lighting control equipment startup and checkout)
12. Lighting control system programming
13. Creation of record drawings.

June 24, 2022

Fees and Reimbursable Expenses

PAE and Luma will be compensated for **Lighting and Electrical Design** basic services on an hourly, not-to-exceed, basis, per Luma's current standard hourly fee schedule (copy attached), including reimbursables. The not-to exceed amount is \$101,765.00

Fees will be billed monthly in proportion to the services performed. Fees shall be paid within 30 days of billing. Fees not paid when due may be assessed 1 percent interest per month from billing date.

Reimbursable expenses will be billed at cost. They include mark-up printing and reproduction costs; delivery services; travel costs including transportation, food and lodging; local travel costs including taxi, parking and mileage. It is assumed that all milestone printings will be provided by a reprographics firm hired by the architect, or owner and are not included. Anticipated costs are 4% of the fee. Mileage is billed at .056 cents per mile and will follow federal guidelines. Printing costs will be passed along at cost. We do not anticipate any out of area travel.

Project Schedule

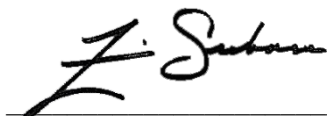
The design is scheduled to begin approximately June 2022 with 100% design completion in September 2023. Substantial delays beyond this period (in excess of 30 cumulative business days) will require additional services for PAE and Luma to complete the scope of services described in this proposal. Fees will be negotiated prior to continuation of services.

Standard Terms and Conditions

Any contract made between the parties relating to this work will include the Standard form of Agreement between Architect and Owner, similar to AIA B-101 2017, and Standard Form of Agreement between Architect and Subconsultant, similar to AIA C-401 2017. This proposal is contingent upon our review and acceptance of the Standard Terms and Conditions within these Agreements.

Signing below is PAE's and Luma Lighting Design's authorization to proceed and acceptance of the included scope, fees, terms and conditions.

Proposed by:

A handwritten signature in black ink, appearing to read "Z. Suchara".

Zach Suchara
LUMA | PAE

Accepted by:

Jason Irving
MacKay Sposito

Date_____

GCP/ecb

June 24, 2022

Hourly Billing Rates

Effective: January 1, 2022

Staff Category	Rate/Hour
General Administrative	\$100
Project Coordinator	\$115
Senior Project Coordinator	\$125
Graphic Designer	\$135
Assistant Project Manager	\$140
BIM Technician	\$125
Senior BIM Technician	\$135
BIM/Revit Lead	\$185
Lighting Designer (Level 1)	\$135
Lighting Designer (Level 2)	\$140
Lighting Consultant	\$155
Senior Lighting Consultant	\$170
Lighting Project Manager	\$180
Associate - Lighting	\$215
Senior Associate - Lighting	\$240
Associate Principal - Lighting	\$295
Principal - Lighting	\$315

Reimbursable Expenses

Staff Category	Rate/Hour
Consultants	Billed at 110% of actual cost
Miscellaneous project related expenses	Per Proposal

Rates subject to revision annually on January 1st.

Project Name	City of Vancouver Main Street Improvements	Job No.	22-1201
Project Location	Vancouver, WA	Date	6/23/2022
Client Name	MacKay Sposito	Revised	
Contact Name	Jason Irving	Reviewer	GCP
Project Manager	Greg Parthemer		

GENERAL ASSUMPTIONS

1		This spreadsheet includes electrical & lighting design for City of Vancouver Main Street Improvements
2		The hourly projections in this workplan assume that the design process will be continuous.
3	43	weeks is the assumed design schedule.
4	2	weeks is the assumed bid and construction period.
5	6	meetings are included in this workplan.
6	3	site visits are included in this workplan.
7	0	hours of travel time are assumed in this workplan.
8	0	hours are allotted for RFI's
9		This workplan does (not) include design and documenation of egress lighting or exit signage.
10		This workplan assumes that complete architectural backgrounds will be supplied by the architect in a timely manner.
11		This workplan does (not) include time for designing and documenting energy code compliance.

BASIC SERVICES FOR ELECTRICAL & LIGHTING DESIGN

	PIC \$305	AP \$275	SR Asoc \$235	Asoc \$215	PM \$180	L4 \$160	L3 \$150	L2 \$135	L1 \$125	Sr. BIM Lead \$150	Sr. BIM Tech \$135	BIM Tech \$120	APM \$130	Graphics \$130	PC \$115	GA \$95	
	14	14	44	86	32	54	76	195	0	0	0	31	0	0	78	0	624
Phase 1. Schematic Design (30%)	4	8	16	14	2	26	0	41	0	0	0	31	0	0	16	0	70
9 weeks july 1- september 1																	\$25,805
1.01 Meetings (enter total number assumed)			4	4	2	4		15							8		
1.03 design coordination						8		8				16					
1.04 BOD	2	4		6													
1.07 Luminaire Schedule						2		2									
1.08 Luminaire Cut Sheets															4		
1.09 Lighting/electrical Plans	2	4		4		12		16				15			4		
1.11 Project Management			12														

	PIC \$305	AP \$275	SR Asoc \$235	Asoc \$215	PM \$180	L4 \$160	L3 \$150	L2 \$135	L1 \$125	Sr. BIM Lead \$150	Sr. BIM Tech \$135	BIM Tech \$120	APM \$130	Graphics \$130	PC \$115	GA \$95	
Phase 2. Design Development (60%)	4	4	10	36	16	28	20	66	0	0	0	0	0	0	46	0	230
16 weeks september 5 january 2																	\$36,970
2.01 Meetings (enter total number assumed)			4	4		8									6		
2.05 Luminaire Schedule						4		4									
2.06 Luminaire Cuts								4							8		
2.08 Lighting Calculations						0	10	10									
2.09 Load Calculations		4					10	16									
2.10																	
2.12 Outline Lighting/elelctrical Specifications	4			16	12	8									20		
2.13 Outline Lighting Control Specifications			6	16		8		24							12		
2.17 Telcons, mtg notes, org, admin					4			8									

	PIC \$305	AP \$275	SR Asoc \$235	Asoc \$215	PM \$180	L4 \$160	L3 \$150	L2 \$135	L1 \$125	Sr. BIM Lead \$150	Sr. BIM Tech \$135	BIM Tech \$120	APM \$130	Graphics \$130	PC \$115	GA \$95	
Phase 3. Construction Documents (90%/Permit)	6	2	18	36	14	0	56	88	0	0	0	0	0	0	16	0	236
18 weeks january 9 - may 15																	\$38,990
3.01 Meetings (enter total number assumed)			4				12										
3.04 Consultant Workshops	2		4				4	4									
3.05 Luminaire Schedule							8	30									
3.06 Luminaire Cuts				4				12							8		
3.07 Coordinate Lighting Details							4	16									
3.08 Load Calculations																	
3.09																	
3.10 Lighting plans 90/100% CD	2	2															
3.11 Lighting Specifications							16								8		
3.12 Lighting electrical Control Specifications				6													
3.13 Lighting /electrical Control Intent				10													
3.15 electrical coordination utinlity				8	2		12	16									
3.16 QC	2		10	8	12			10									

Phase 1. Schematic Design (30%)	\$25,805
Phase 2. Design Development (60%)	\$36,970
Phase 3. Construction Documents (90%/Permit)	\$38,990

TOTAL LIGHTING DESIGN FEE SUMMARY Phase 1-5	\$101,765
TOTAL LIGHTING DESIGN FEE	\$101,765

Notes:

- 1 Number of meetings assumed should be manually entered for each phase
- 2 Travel time estimates will autosum
- 3 Enter week estimates manually per phase.
- 4 All Assumptions at the top are auto-entered.

SCHEDULE E
PUBLIC OUTREACH
PointNorth



POINTNORTH

Main Street Streetscape Project Public Outreach Proposed Scope and Assumptions

July 13, 2022

1.0 Project Coordination and Management

1.1 Project Team Meetings

- Project Management Group: Consultant team meetings and any check-ins with the City of Vancouver (COV). Anticipated meeting schedule for 1.5-hour meetings every other week. PIC and Director will attend in person or virtually.

1.2 Project Partner Meetings and Coordination

- Strategic agency/program partners: ad-hoc check-ins, coordination, and correspondence – including with the Vancouver Downtown Association (VDA).

1.3 Internal Team Meetings and Coordination

- PointNorth internal project team check-ins, virtual or in-person, to include Director, Project Manager, and Project Specialist. Anticipated meeting cadence: one-hour weekly meetings. PIC to attend once per month.
- PointNorth internal integration with creative team as needed for advertising and branding collateral development.
- General project coordination and correspondence.

Task 1.0 Deliverables

- None to note

Task 1.0 Assumptions

- Project management meetings will occur every other week, virtually or in-person.
- PIC, Director and Project Manager will attend in-person meetings as requested by prime.
- PointNorth will activate our creative team for project brand development, open house branded material, advertising collateral and signage development.
- PointNorth will integrate with PRIME and subconsultants as needed to ensure brand alignment and consistency.

2.0 Discovery & Refinement

2.1 Discovery

- Review background materials from COV and VDA.
- Discovery meetings/correspondence with POCs at COV, VDA and other relevant decision-makers.

2.2 Develop Project Information & Media Tool Kit

- Includes project fact sheet, web and two social posts content, and project QR code. Documents will include a high-level timeline and engagement opportunities.

Task 2.0 Deliverables

- Project Fact Sheet (content and design)
- Project QR Code
- Website Content
- Two Social Media Posts Content

Task 2.0 Assumptions

- All planning tasks will include one round of review by prime, modification by PointNorth, one round of review by client, and PointNorth to finalize.
- All design materials tasks will include one round of review by prime, modification by PointNorth, one round of review by client, and PointNorth to finalize.

3.0 Early Outreach & Engagement (Preliminary Design)

Goal: Inform, set expectations and listen.

Objectives:

- *Build positive awareness of project details and anticipated timeline*
- *Bring key stakeholders and the community along so they feel part of the journey from the beginning*
- *Uncover areas of concern and potential challenges ahead*

3.1 Key Stakeholder Engagement: Project Advisory Group & Block Captains

- Partnering with COV and VDA, establish Project Advisory Group role, responsibilities, and meeting cadence.
- Identify and recruit Project Advisory Group (PAG).
- Partnering with VDA, establish Block Captains role, responsibilities, and engagement expectations.
- Identify and recruit Block Captains.

3.2 Project Rebranding

- In collaboration with COV, VDA, and PAG, kick off the process of refreshing the project branding and messaging, developing a more inclusive logo concept and tag line.
- Integrate with PRIME and subconsultants as needed to ensure brand alignment and consistency across project deliverables – particularly ensuring alignment with placemaking elements (First Forty Feet).

3.3 Direct Outreach

- One-on-one and broad outreach to adjacent business organizations.

3.4 Advertise Open House & Engagement Opportunities

- Update upcoming events website language, three custom social media posts, and press release.
- Targeted digital and print advertising via partner newsletters and social channels (flyer/digital invite/QR code/video).
- Content development, materials production, design, and distribution coordination.

3.5 Host Key Stakeholder Kick-Off Meeting, Public Open House #1 (Preliminary Design)

- PointNorth to plan and provide staff to facilitate the following:

- 1 Key Stakeholder Kick-off Meeting (virtual or in-person TBC)
- 1 Virtual Community Open House

Task 3.0 Deliverables

- Project Advisory Group Role & Responsibilities Agreement
- Block Captains Role & Responsibilities Agreement
- Press Release, Flyer (content and design only), Digital Invite (content and design only), Video
- Refreshed Project Branding Proposal including logo/tag line option, in alignment with First Forty Feet.
- Key Stakeholder Kick-Off Meeting Notes & Feedback Report
- Online Open House Content/Material
- Open House #1 Highlights & Feedback Report

Task 3.0 Assumptions

- PointNorth will leverage our internal creative team capabilities to develop branding and advertising collateral.
- PointNorth will integrate with PRIME and subconsultants as needed to ensure brand alignment and consistency. Specifically, First Forty Feet will input on branding concept to incorporate and align placemaking elements.
- City of Vancouver will conduct all door-to-door outreach, including visit all businesses/properties along the corridor prior to and as design work begins.
- City of Vancouver will coordinate and cover printing of marketing/promotion collateral (flyers, comment forms, display boards, factsheets, mailers, door hangers and signage).
- City of Vancouver will be responsible for in-person engagement costs, including any venue costs and refreshments.
- City of Vancouver will cover any costs associated with social media boosts and ad buys.
- First Forty Feet will provide design/placemaking visuals, content and exhibits for all outreach events/presentations.
- All planning tasks will include one round of review by prime, modification by PointNorth, one round of review by client, and PointNorth to finalize.
- All design materials tasks will include one round of review by prime, modification by PointNorth, one round of review by client, and PointNorth to finalize.
- Subconsultant will work with COV communications team to identify print and digital advertising/boosting opportunities and coordinate content calendar.

4.0 Design

Goal: Gather input, report relevant impact, and amplify

Objectives:

- *Leverage storytelling and partner channels to generate broad amplification of project scope, timeline, feedback loop, and community impact*
- *Nurture project (brand) affinity and reassurance among key stakeholders and project ambassadors*
- *Strengthen feedback loop relationships with key stakeholders and the broader community*

4.1 Direct Outreach

- Consistent contact with Block Captains (monthly) and Project Advisory Group (at key milestones).
- One-on-one and broad outreach to adjacent business organizations (throughout design phase).

4.2 Broad Public Outreach & Message Amplification

- Write, promote, and amplify owned story, detailing project purpose (safety/placemaking), public feedback, and how that feedback shaped the design or the project.
- Leverage partner channels for broader earned media amplification.
- In partnership with VDA, Block Captains, and PAG, plan, promote, and host public “Office Hours” or “Coffee Corners” for the public to hear about the project, the final design and how public feedback shaped the design. Project partners/staff will participate, leveraging information displays co-developed with First Forty Feet.

4.3 City Council Update

- Prepare Power Point slides for public engagement portion of the council update.
- Deliver public engagement report to council.

4.4 Advertise Open House & Engagement Opportunities

- Update upcoming events website language, three custom social media posts, and press release.
- Targeted digital and print advertising via partner newsletters and social channels (flyer/digital invite with QR code, video).
- Content development, materials production, design, and distribution coordination.

4.5 Host Two Public Open Houses

- PointNorth to plan and provide staff to facilitate the following:
 - In-Person, Outdoor Community Open House #2 (60% Design)
 - Virtual Community Open House #3 (Design Completion)

Task 4.0 Deliverables

- Language for media story, Press Release
- Project Advisory Group Meeting Notes
- Block Captains Feedback Reports
- Project Power Point Presentation (council update)
- Updated Web and Social Content
- Updated Ad(s) Collateral (Updated Flyers, Digital Invites with QR Code, Video)
- Material for both the in-person and virtual open houses
- Comment Form content and design for Open Houses/Office Hours

Task 4.0 Assumptions

- All design tasks include one round of review by prime, modification by PointNorth, one round of review by client, and PointNorth to finalize.
- Up to 10 potential “Office Hours/Coffee Corners” (one hour in length each). Assume half occur in-person and half virtually.
- Assumes Advisory Group meets 3-5 times total, 1.5-2 hours per meeting.
- City of Vancouver will coordinate and cover printing of marketing/promotion collateral.
- City of Vancouver will be responsible for in-person engagement costs, including any venue costs and refreshments.
- City of Vancouver will cover any costs associated with social media boosts and ad buys.

5.0 Final Project Reporting

5.1 Write Final Community Engagement Report

- Includes event round-up and feedback from all outreach activity to date.
- Feedback/data analysis and synthesizing.

5.2 Present Community Engagement

- Create PPT content and visual elements.
- Present community engagement to date to Project Advisory Group.

Task 5.0 Deliverables

- Draft Community Engagement Report
- Final Community Engagement Report
- Community Engagement PPT Presentation

Task 5.0 Assumptions

- All reports will include one round of review by prime, modification by PointNorth, one round of review by client, and PointNorth to finalize.
- All design materials tasks will include one round of review by prime, modification by PointNorth, one round of review by client, and PointNorth to finalize.

6.0 Business Retention Strategy

6.1 Business Retention Strategy Implementation

- Implement Business Retention Strategy tasks as outlined in document and at the direction of City of Vancouver and VDA staff.

Task 6.0 Deliverables

- Create document that accounts for business retention strategy task implementation

Task 6.0 Assumptions

- The Business Retention Strategy document is being created by City of Vancouver and VDA staff.
- PointNorth will only be responsible for implementing tasks contained in the strategy document, at the request of City of Vancouver and/or VDA staff.
- First Forty Feet may also implement Business Retention Strategy tasks, at the request of City of Vancouver and/or VDA staff.

PROJECT FEE SUMMARY

PointNorth Fees

1.0 Project Coordination and Management	\$ 41,054.75
2.0 Discovery & Refinement	\$ 12,877.75
3.0 Early Outreach & Engagement (Preliminary Design)	\$ 26,596.25
4.0 Design	\$ 36,151.00
5.0 Final Project Reporting	\$ 14,575.25
6.0 Business Retention Strategy	\$ 7,591.80
TOTAL LABOR	\$ 138,828.80
TOTAL PROJECT COST ESTIMATE:	\$ 138,828.80

MacKay Sposito

Main Street Streetscape

6/21/2022



POINTNORTH

	Katy (Principal/Director)	Monica (Principal/Director)	Jennifer (Sr.Community Engagement Associate)	Zander (Administrative Coordinator)	Samantha (Principal/Director)	Brooke (Community Engagement Associate)	Hourly Total	Cost Total	notes
1.0 Project Coordination & Management									
	40.00	145.00	35.00	50.00	20.00	10.00	300.00		
Total hrs	40.00	145.00	35.00	50.00	20.00	10.00	300.00	\$ 41,054.75	
2.0 Discovery & Refinement									
	8.00	50.00	15.00	10.00	8.00	4.00	95.00		
Total hrs	8.00	50.00	15.00	10.00	8.00	4.00	95.00	\$ 12,877.75	
3.0 Early Outreach & Engament									
	15.00	95.00	25.00	25.00	20.00	30.00	210.00		
Total	15.00	95.00	25.00	25.00	20.00	30.00	210.00	\$ 26,596.25	
4.0 Design									
	20.00	140.00	20.00	60.00	20.00	30.00	290.00		
Total	20.00	140.00	20.00	60.00	20.00	30.00	290.00	\$ 36,151.00	
5.0 Final Project Reporting									
	5.00	50.00	25.00	15.00	10.00	15.00	120.00		
Total	5.00	50.00	25.00	15.00	10.00	15.00	120.00	\$ 14,557.25	
6.0 Business Retention Strategy									
	8.00	24.00	8.00	5.00	5.00	5.00	55.00		
Total	8.00	24.00	8.00	5.00	5.00	5.00	55.00	\$ 7,591.80	
Contingency									
	0.00	0.00	0.00	0.00	0.00	0.00	0.00		
Total	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$ -	
Total hrs	96.00	504.00	128.00	165.00	83.00	94.00	1070.00		
Billable Rate	\$228	\$150	\$104	\$62	\$138	\$67			
	\$21,888	\$75,600	\$13,293	\$10,296	\$11,454	\$6,298		\$138,828.80	

Main Street Streetscape						
Actuals Not To Exceed Table (ANTE)						
PointNorth Consulting, Inc. 1251 Officers Row Vancouver, WA 98661						
<u>Employee Classifications</u>		Direct Labor Rate NTE	Overhead NTE	Fixed Fee NTE		All Inclusive Hourly Billing Rate NTE
			110.00%	30.00%		
Director / Principal		\$104.50	\$114.95	\$31.35		\$250.80
Senior Community Engagement Associate		\$51.00	\$56.10	\$15.3		\$122.40
Community Engagement Associate		\$38.50	\$42.35	\$11.55		\$92.40
Administrative Coordinator		\$33.00	\$36.30	\$9.90		\$79.20

SCHEDULE F
STRUCTURAL ENGINEERING

KRAMER GEHLEN

June 24, 2022

Mr. Jason Irving
Mackay Sposito
18405 SE Mill Plain Blvd, Suite 100
Vancouver, WA 98683

**RE: City of Vancouver – Main St. Streetscapes
Vancouver, Washington**

Dear Jason:

We are pleased to provide a proposal to you for structural engineering services on the above-referenced project.

PROJECT BACKGROUND

From your RFQ 10-22 final documents and email correspondences, we understand this project consists of structural design of concrete retaining walls, concrete infill of existing window openings, art pedestal design at (6) six locations, abandoned tank and temporary and permanent loading impact studies on private property, foundations for specialty poles supporting overhead light strings and banner, fountain renovation at 13th and Main and landscape structure foundations.

We understand that cost estimates will be needed 30%, 60%, 90% and final documents. Our office does not provide these services however we are going to subcontract this work to a 3rd party estimator. We have received their proposal for cost estimating of our work and cost has been included in this proposal.

We understand that his project does not have construction funding at this time, so bidding and construction administration services are excluded from this proposal.

SCOPE OF WORK

We propose to provide structural design, construction documents, applicable to our scope of work WSDOT specification, respond to jurisdiction permit review comments.

This proposal does not include the following structural engineering services:

- Contractor-designed items such as shoring and bracing.
- Construction Administration activities

Mr. Jason Irving
Mackay Sposito
June 24, 2022
Page 2

If it is desired that we provide any of the above-identified services currently not included in our proposal, we would be happy to provide another proposal identifying the scope and fees of the additional services for your use.

COMPENSATION

Our fee for the above-described services is a stipulated sum as followings:

Basic Design Service	\$35,460.00
3 rd Party Estimator	\$15,565.00

A task versus cost matrix has been provided as Exhibit 1.

Invoicing will be on a time and materials basis not to exceed our stipulated fee above.

Changes to our design after we have substantially started will be considered additional services and will be billed on an hourly basis in addition to our above fee.

No anticipated reimbursable expenses for the project.

This proposal is based upon the assumption that the standard subconsultant used by your firm will be an acceptable instrument for an agreement.

Below is a location for your signature authorizing us to proceed, based upon this proposal, assuming that a contract will be generated at a later time.

I trust the above information is satisfactory for your needs. If you have any questions, please call our office.

We look forward to working with you on this project.

Sincerely,

A handwritten signature in dark ink, appearing to read 'David Aronson'.

David M. Aronson, P.E., S.E
Kramer Gehlen & Associates, Inc.

ACCEPTED:

Mr. Jason Irving, MacKay and Sposito

Date



Seth J. Pszczolkowski

June 23, 2022 - *Revised fee per reduced scope*

David M. Aronson, PE, SE
Kramer Gehlen & Associates
400 Columbia St., Suite 240
Vancouver, Washington 98660

Subject: **City of Vancouver - Main Street Improvement 5th to 15th**
Construction Cost Estimating Services Fee Proposal

Dear David:

Thank you for the opportunity to be part of your team for the above project. Our proposed lump sum fee for estimating services will be: **(assumes ACC will develop estimate with own unit costs. City of Vancouver and WADOT/APWA unit costs are not included)**

Estimate Fee Breakdown	Labor	Hours		Hourly Rate	Sub-Total	Totals
30% Estimate	Principal	2.0	hrs.	\$190.00	\$380.00	\$4,205.00
	Sr. Estimator	16.0	hrs.	\$150.00	\$2,400.00	
	Estimator	10.0	hrs.	\$103.00	\$1,030.00	
NIC - not anticipated	Mechanical	0.0	hrs.	\$166.00	\$0.00	
NIC - not anticipated	Electrical	0.0	hrs.	\$150.00	\$0.00	
Reconcile - minor estimate update (1)	Principal	0.5	hrs.	\$190.00	\$95.00	
	Sr. Estimator	2.0	hrs.	\$150.00	\$300.00	
NIC - not anticipated	M/E	0.0	hrs.	\$166.00	\$0.00	
60% Estimate	Principal	3.0	hrs.	\$190.00	\$570.00	\$4,676.00
	Sr. Estimator	16.0	hrs.	\$150.00	\$2,400.00	
	Estimator	12.0	hrs.	\$103.00	\$1,236.00	
NIC - not anticipated	Mechanical	0.0	hrs.	\$166.00	\$0.00	
NIC - not anticipated	Electrical	0.0	hrs.	\$150.00	\$0.00	
Reconcile - minor estimate update (1)	Principal	0.5	hrs.	\$190.00	\$95.00	
	Sr. Estimator	2.5	hrs.	\$150.00	\$375.00	
NIC - not anticipated	M/E	0.0	hrs.	\$166.00	\$0.00	
90% Estimate	Principal	2.0	hrs.	\$190.00	\$380.00	\$3,680.00
	Sr. Estimator	12.0	hrs.	\$150.00	\$1,800.00	
	Estimator	10.0	hrs.	\$103.00	\$1,030.00	
NIC - not anticipated	Mechanical	0.0	hrs.	\$166.00	\$0.00	
NIC - not anticipated	Electrical	0.0	hrs.	\$150.00	\$0.00	
Reconcile - minor estimate update (1)	Principal	0.5	hrs.	\$190.00	\$95.00	
	Sr. Estimator	2.5	hrs.	\$150.00	\$375.00	
NIC - not anticipated	M/E	0.0	hrs.	\$166.00	\$0.00	

100% Estimate	Principal	1.5 hrs.	\$190.00	\$285.00	\$3,004.00
	Sr. Estimator	10.0 hrs.	\$150.00	\$1,500.00	
	Estimator	8.0 hrs.	\$103.00	\$824.00	
NIC - not anticipated	Mechanical	0.0 hrs.	\$166.00	\$0.00	
NIC - not anticipated	Electrical	0.0 hrs.	\$150.00	\$0.00	
Reconcile - minor estimate update (1)	Principal	0.5 hrs.	\$190.00	\$95.00	
	Sr. Estimator	2.0 hrs.	\$150.00	\$300.00	
NIC - not anticipated	M/E	0.0 hrs.	\$166.00	\$0.00	
Total T&M Fee - Not To Exceed				\$15,565.00	\$15,565.00

ACC will provide detailed quantity take-offs and cost estimating for architectural, landscape, civil (civil to provide earthwork quantities), and structural portions of the work. ACC will incorporate detailed estimates for any special equipment items (kitchen/food service equipment, training equipment, etc.) into the overall estimate format as they become available from the design engineers and consultants. Estimates will be limited to no more than **(1) alternate**, additional alternates will result in additional services.

We will provide **one** estimate, based on **one** design scheme, for each phase of the work as outlined above. Base fee will cover one round of reconciliation and minor estimate update (this is limited to quantity adjustments, scope clarifications, product assumption clarification and does not include re-estimating for design changes or modification from the initial "base line" document) for each phase. **Additional estimates at each phase for additional updates, alternate solutions, major scope changes due to budget overruns, changes due to design and system changes, program changes or separating the estimate into smaller component parts will be billed as additional services.**

Estimates at each phase will require **10** business days to complete unless previously discussed.

The architect will provide ACC with a minimum of **one complete full size set of hardcopy drawings** and PDFs of drawings and specifications.

All "reimbursable" expenses, associated with work within the Portland Metro area, including travel, parking, telephone and postage are included in the above fees. Any travel outside the Portland Metro area will be billed at cost plus 10%, subject to prior approval.

Additional services beyond the scope of the work defined above, including value engineering workshops, cost reduction workshops and regular project consultant meetings, will be billed at an hourly rate as noted in the above matrix.

Schedule: If a schedule is not provided to ACC at the project start, then a **minimum of a three week notification** that documents will be ready for ACC to begin development of the estimate is required.

Sincerely,



Seth Pszczolkowski

sethp@archcost.com

Accepted:

Printed Name: _____

Date: _____

Main Street Streetscape
Proposed Professional Fees (approximate breakdown)

June 24, 2022

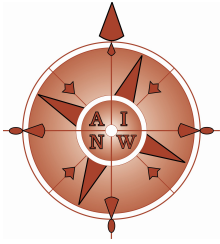
Subconsultant: Kramer Gehlen Associates



Exhibit 1

Task	Description	Billing Classification and Rate									Design Cost
		Principal \$180	Senior Project Engineer 2 \$145	Senior Project Engineer 1 \$140	Project Engineer 3 \$130	Project Engineer 2 \$130	Project Engineer 1 \$110	Designer \$90	Techician \$110	Administrative \$90	
	Project Management, Meetings, and Coordination	10					10			0	\$ 2,900.00
Retaining Wall 808 Main Street	Design, detailing, plan sheets and drafting	1					8	8	4		\$ 2,220.00
Below Grade Window Infill	Design, detailing, plan sheets and drafting	1					8	8	4		\$ 2,220.00
Concrete Window Infill @ 905 Main Street	Design, detailing, plan sheets and drafting	1					8	8	4		\$ 2,220.00
Concrete Wall Infill Below Grade @ 101 E 8th St, 806 Main Street, and 907 Main Street	Design, detailing, plan sheets and drafting	1					8	8	4		\$ 2,220.00
Concrete Wall Infill Above Grade @ 707 Main St, 806 Main St., and 907 Main St.	Design, detailing, plan sheets and drafting	1					8	8	4		\$ 2,220.00
Lid over Existing Basement at 704 Main Street	Design, detailing, plan sheets and drafting	1					8	8	4		\$ 2,220.00
Art Pedestal Location 1, 2 and 3	Design, detailing, plan sheets and drafting. Same design for the 3 new locations	1					8	8	4		\$ 2,220.00
Temporay and Permanent Loading	Assume 6 locations	1					24		12		\$ 4,140.00
Foundation for Specialty Poles	Single pole design and foundation	1					8	8	4		\$ 2,220.00
Deliverables	30%, 60%, 90% and 100%	1					4		4		\$ 1,060.00
Memorandum	Assume 2 to 3 project memorandums	1					12				\$ -
Meeting with City of Vancouver	Meeting	2					2				\$ 580.00
Specification	WSDOT Specification creation for applicable structural work above	4					12				\$ 2,040.00
Cost Estimating	Coordinate 3rd Party Estimator	1					8				\$ 1,060.00
Jurisdiction Permit Response	Respond to plan review comments	1					24	8	8	0	\$ 4,420.00
	<i>Subtotals</i>	74	0	0	0	0	410	144	108	0	\$ 35,460.00
3rd Party Estimator	Estimate received 6-23-2022										\$ 15,565.00
											\$ 51,025.00

SCHEDULE G
CULTURAL INVESTIGATIONS
AINW



Archaeological Investigations Northwest, Inc.

3510 N.E. 122nd Ave. • Portland, Oregon 97230
Phone (503) 761-6605 • Fax (503) 761-6620

Vancouver Phone (360) 696-7473
E-mail: ainw@ainw.com
Web: www.ainw.com

May 27, 2022

Jason Irving, PE, Senior Engineer & Principal
MacKay Sposito
18405 SE Mill Palin Boulevard #100
Vancouver, WA 98683

Re: Main Street Streetscape Project - 5th to 15th Street
Vancouver, Washington
AINW Scope and Cost Estimate for Consulting Services

Dear Jason:

This scope of work and cost estimate outline AINW's proposed services to assist MacKay Sposito and the City of Vancouver in completing environmental permitting for the Main Street Streetscape project. Cultural resource investigations will be completed and overseen by AINW staff who meet the Secretary of the Interior's Professional Qualifications Standards in Archaeology, Architectural History, and History. The investigations will be done to assist the City of Vancouver in complying with Section 106 of the National Historic Preservation Act (NHPA) and its implementing regulations, 36 CFR 800, Section 4(f) of the U.S. Department of Transportation Act, the National Environmental Policy Act, and the State Environmental Policy Act.

Task 1: Inventory Historic Streetscape Features

AINW staff will complete an inventory of historic streetscape features that have potential to be affected by the project. The inventory will be completed in up to three 8-hour person days within an area defined by the project team as the likely project footprint. The AINW staff will revisit streetscape features that were previously documented for the Main Street Streetscape project (2006) and those features that are highlighted in Clark County Historical Museum's Downtown Vancouver Main Street Assessment (2022). GPS coordinates will be collected, and each feature will be photographed.

AINW will produce a draft GIS deliverable for the project team that identifies the streetscape features and includes preliminary recommendations, such as avoidance or inclusion in the new streetscape design. Once the draft GIS data is delivered, an AINW architectural historian will participate in up to three meetings with the project team to discuss treatment measures for historic streetscape features during project construction. AINW staff will summarize the final recommendations of the team in a memo and accompanying GIS deliverable.

Deliverables

- Draft GIS product (shapefiles and/or geodatabase) for MacKay Sposito and City of Vancouver identifying historic streetscape features within the project footprint.
- Final GIS product (shapefiles and/or geodatabase) and memo summarizing recommendations for the treatment of historic streetscape features during project construction for MacKay Sposito and City of Vancouver.

Task 2: Prepare APE Submittal Document

AINW staff will draft an Area of Potential Effects (APE) submittal document for review and approval by the Washington Department of Transportation (WSDOT). The submittal will include background information for the project area, a review of previous cultural resource surveys, and AINW's methodology for cultural resources survey and documentation. It is assumed that MacKay Sposito and the City of Vancouver will provide the following to AINW to incorporate into the document.

- A narrative description of the project and proposed design features.
- Anticipated depth of ground disturbance for design features.
- Spatial data for the limits of ground disturbance and/or the project's APE.
 - It is assumed that the APE will be centered on Main Street between 5th and 16th Streets.
 - The APE extends onto adjacent parcels within the area that was defined as a preliminary APE/project limit by MacKay Sposito and was sent to AINW on May 17, 2022. Temporary construction easements and purchase of rights-of-way will be limited to this area.
 - A revised APE sent to AINW on May 18, 2022, includes areas where underground utility and stormwater work may occur within road right-of-way on side streets between 5th and 16th Streets. It is assumed that this work will remain within existing rights-of-way and have no potential to have an effect on historic properties on adjacent parcels.

Deliverables

- Draft and final APE submittal document in Word/PDF format.

Task 3: Cultural Resource Survey and Reporting

Prior to conducting a field survey of the APE, AINW staff will review prior cultural resource reporting for the APE and vicinity and will search records on file with the Washington Department of Archaeology and Historic Preservation (DAHP). The records search will identify cultural resources that have been previously documented in the APE. Historical maps, Clark County records, and other sources will be studied to anticipate the locations of cultural resources that have yet to be identified in the APE because they were not yet 45 years in age during prior survey efforts, or because they are outside of the area originally studied for the project.

The field investigation will be completed in six 8-hour person days. New sections of the APE will be surveyed for the presence of cultural resources, and areas previously included in the APE will be

Jason Irving, PE, Senior Engineer & Principal

Re: Main Street Streetscape Project - 5th to 15th Street

revisited as needed to verify existing conditions and collect up-to-date information. AINW staff will complete the survey of the APE from existing rights of way. If access to private property in the APE is needed to complete the survey, AINW will request that the City of Vancouver obtain rights of entry.

Archaeological Survey

An archaeological predetermination was completed for the project in 2006, and DAHP concurred with a recommendation for monitoring during construction. The scope for archaeology consists of a supplemental pedestrian survey to include areas that have been added to the project since 2006, and to verify existing conditions and meet current standards for reporting under Section 106 of the NHPA. The pedestrian survey will cover the entire APE. It is assumed that no new archaeological resources will be identified, and that no artifacts will be identified or collected during the pedestrian survey. The scope also includes a separate task (Task 3, described below) for developing a project-specific monitoring plan for the project.

Historic Resources Survey

It is assumed that up to 50 historic resources (i.e., buildings, sites, structures, objects, and districts built at least 45 years ago) will be identified within the APE and on parcels crossed by the APE. Additionally, up to 5 historic streetscape features are anticipated based upon prior reporting completed for the project in 2006.

Of the 50 historic resources in the APE, 19 are either listed in the National Register of Historic Places (NRHP) or have had their NRHP eligibility determined by an agency in the last 10 years. AINW assumes that resubmission of existing Historic Property Inventory Forms in the WISAARD database will be sufficient for these historic resources and will require no new data entry by AINW. These resources will be visited during the field survey to confirm that existing information on-file with DAHP remains consistent with current conditions.

Most of the remaining 31 historic resources of the APE are documented in the DAHP WISAARD database, but prior recommendations of eligibility for listing in the NRHP were not concurred by DAHP. AINW architectural historians will collect data on physical features, setting, and historical integrity for each of these historic resource from existing road rights-of-way. The historians will prepare a new inventory for the resources in the WISAARD database and will evaluate each resource's eligibility to be listed in the NRHP. It is assumed that small-scale streetscape features, such as plaques and freight doors in sidewalks, will be noted in an AINW summary report and will not require the completion of Historic Property Inventory Forms in the WISAARD database.

AINW architectural historians will observe and report the potential for a historic district to be present that would include historic resources of the APE. Prior reporting completed in the project area has identified a potential Esther Short Neighborhood Historic District. If such a district exists, it will be identified as a historic resource in the AINW summary report. If needed for potential districts, evaluations of NRHP eligibility and assessments of effects will be informed by reconnaissance-level information only, as the AINW survey for cultural resources will be limited to the APE.

Jason Irving, PE, Senior Engineer & Principal

Re: Main Street Streetscape Project - 5th to 15th Street

Up to 21 of the 50 anticipated historic resources will meet minimum eligibility requirements for listing in the NRHP. For the NRHP-eligible resources, AINW architectural historians will delineate a historic property boundary, identify character-defining features, apply the NRHP Criteria (A through D), and assess aspects of historical integrity. AINW architectural historians will identify whether the project will encroach upon the historic property boundary, and if there is potential for an adverse effect to occur under Section 106 of the NHPA. No adverse effects are anticipated.

NRHP eligible historic resources are also Section 4(f) resources. It is assumed that temporary construction easements and right-of-way acquisition may be needed at the locations of NRHP-eligible historic resources. A contingency is included that would authorize AINW to assist MacKay Sposito and the City of Vancouver in documenting a *de minimis* impact for up to three historic sites. No use of a Section 4(f) resource is assumed for the project.

Cultural Resources Survey Report

Results of AINW's background review, field investigations, and assessment of the project's potential to adversely affect historic properties will be summarized in a cultural resources survey report. Copies of database entries for historic resources will be included as an attachment of the AINW summary report. AINW may also include the summary memo produced for the inventory of streetscape features (Task 1) as an attachment of the report. The AINW report will be reviewed for approval by the City of Vancouver, WSDOT, and DAHP.

Deliverables

- Draft cultural resources survey report in Word/PDF format.
- Final cultural resources survey report in Word/PDF format and hard copies for distribution by WSDOT.

Task 4: Monitoring Plan

AINW will prepare a project-specific monitoring plan that identifies areas where archaeological monitoring is recommended during project construction. The plan will also provide procedures to be followed in the event of an archaeological discovery, and it will list contact information and protocols for notifying DAHP, Native American Tribes, and other parties as appropriate. The plan will be developed in cooperation with the City and will be submitted for review and approval by WSDOT. WSDOT will distribute the plan to DAHP and Native American Tribes for review and comment.

Deliverables

- Draft monitoring plan in Word/PDF format.
- Final monitoring plan in Word/PDF format for distribution by WSDOT.

May 27, 2022

Page 5

Jason Irving, PE, Senior Engineer & Principal

Re: Main Street Streetscape Project - 5th to 15th Street

Contingency Task: Section 4(f) Memo

If authorized, AINW will complete one Section 4(f) *de minimis* memo for up to three historic properties that will not be adversely affected by the project. AINW assumes that the memo will be drafted in coordination with the consultant team and the City of Vancouver, and that the prime consultant will coordinate distribution of the memo for approval and signatures.

Deliverables

- Draft and final Section 4(f) *de minimis* memo in Word/PDF format

AINW Fee for Services

The base fee for services outlined in this agreement is **\$68,108.09**. If the contingency task is authorized, the overall project cost would be **\$75,523.25**. A detailed accounting of AINW's fee is attached for your convenience. Let me know if you have questions or require additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Andrea Blaser", with a stylized, flowing script.

Andrea Blaser, M.S.

Sr. PM/Sr. Architectural Historian/Historian

Date: June 23, 2022

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Actuals Not To Exceed Table (ANTE)

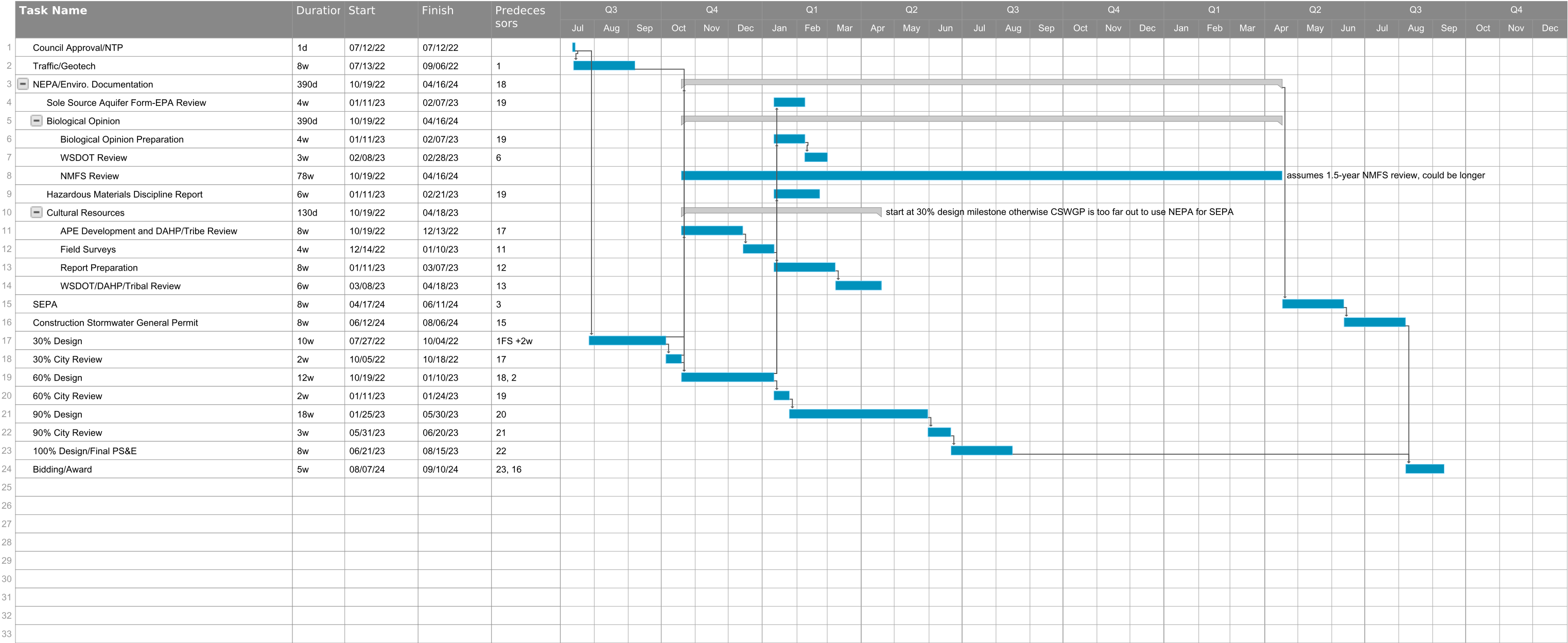
CLARK COUNTY & CITY OF VANCOUVER

Archaeological Investigations Northwest, Inc.

3510 NE 122nd Avenue

Portland, OR 97230

Job Classifications	Direct Labor Hourly Billing Rate for 2021 NTE	Direct Labor Hourly Billing Rate 2022 NTE ≤ 6% Increase	Overhead NTE*	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
			150.73%	30.00%	
Princ.Inv./PM/Sen.Archaeologist	\$75.00	\$75.00	\$113.05	\$22.50	\$210.55
PI-PM/Senior Archaeologist	\$68.00	\$72.08	\$108.65	\$21.62	\$202.35
PM/Senior Historian/Sen.Architl. Historian	\$53.50	\$56.71	\$85.48	\$17.01	\$159.20
PM/Senior Archaeologist	\$48.30	\$51.20	\$77.17	\$15.36	\$143.73
Architectural Historian	\$34.00	\$36.04	\$54.32	\$10.81	\$101.18
Assist PM/Supervising Archaeologist	\$41.00	\$43.46	\$65.51	\$13.04	\$122.01
Supervising Archaeologist	\$40.00	\$42.40	\$63.91	\$12.72	\$119.03
Graphics-GIS	\$0.00	\$56.71	\$85.48	\$17.01	\$159.20
Staff Archaeologist	\$29.00	\$30.74	\$46.33	\$9.22	\$86.30
Research/ Project Admin./Project Assist.	\$33.50	\$35.51	\$53.52	\$10.65	\$99.69
Archaeological Assistant (Field & Lab)	\$25.00	\$26.50	\$39.94	\$7.95	\$74.39
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00	\$0.00
4/1/2022			\$0.00	\$0.00	\$0.00





MEMORANDUM

DATE: August 1, 2022

TO: Eric Holmes – City Manager
Lon Pluckhahn – Interim Public Works Director
Patrick Quinton – Economic Development Director

FROM: Ryan Lopossa, P.E. – Streets & Transportation Manager
Teresa Brum – Deputy Director, Economic Development 

RE: Main Street Streetscape Project

The purpose of this memorandum is to provide an update on the development of the Main Street Streetscape project.

Background

In 1993, the City of Vancouver first developed the downtown Main Street Streetscape Improvement project. The project was divided into two project areas: North Main and Lower Main. In 1996, the North Main Project, also known as Uptown Village, which included complete reconstruction of the roadway and pedestrian areas from building face to building face, was funded and constructed. The city then designed the Lower Main Street Streetscape Improvement Project (MSSIP), with the following objectives:

- Create a stronger sense of community identity and provide a welcoming place that attracts residents and visitors.
- Create an environment that will be a catalyst for renewed investment by business and property owners.
- Begin to establish a connection between the Esther Short and waterfront areas west of downtown with the historic Reserve and East Waterfront.
- Create an attractive quality visual image of our downtown that can be a model for future improvements.

The city investigated funding sources for the MSSIP for the next 25 years without success, employing funding strategies in 2003, 2006, 2014 and 2019. At each attempt, the project was not funded due to the substantial cost. Despite a lack of the substantial resources necessary to construct the project, design and planning work for Lower Main Street Improvements has been accomplished, and in 2021, sufficient funding for much of the project costs was identified as one of the city's American Rescue Plan Act (ARPA) funded projects.

Overview of the Main Street Streetscape Project

The Main Street Streetscape Project was identified in 2021 to:

- Address the negative impacts of COVID on small businesses, especially to provide for prevention and mitigation strategies for small businesses, nonprofits, and impacted industries by increasing their capacity to weather financial hardship
- Provide access to parks and recreation
- Provide access to food
- Enhance pedestrian safety
- Enhance resilience in anticipation of the Interstate Bridge Replacement Program

Project elements may include

- Wider sidewalks to improve pedestrian mobility and increase opportunities for sidewalk café type settings
- Enhanced pedestrian crossings at each intersection
- Modern (LED) Streetlighting
- Upgraded traffic signalization
- Upgraded water and sewer lines
- Upgraded stormwater facilities
- Resurfacing of street section

Community outreach for this project will include stakeholder engagement with impacted groups as appropriate, including residents, businesses, customers, neighborhood associations, business associations, chambers of commerce, community-based organizations, historically excluded and underserved communities, the Clark County Historic Preservation Commission (HPC), Vancouver's Downtown Association (VDA), and the Transportation and Mobility Commission (TMC).

City staff met with the TMC on June 7, 2022, for the purpose of obtaining early feedback on the initial scope of the project. During this time, there was a review of the project history, current proposed scope, implementation schedule and public outreach plan. The TMC members were generally favorable of the project and noted that there needs to be greater emphasis on the pedestrian experience along the corridor. They also expressed safety concerns regarding the existing angled on-street parking along the west side of the street. As such, they requested that the design consider providing wider sidewalks along the project corridor, even if it results in a loss of on-street parking as well as a safety analysis of the angled parking. Issues raised by the TMC have been documented and will be evaluated during the design process. Similar feedback on safety concerns related to angled on-street parking was also received from the Vancouver's Downtown Association.

Further touchpoints with the community, planned to occur in Fall 2022, will provide an overview of the project. This will be followed by a series of events that will provide an opportunity for community members and stakeholders to review the findings and design concepts and provide feedback prior to the final design. During the construction phase, ongoing communication will provide information and outreach with a goal of retaining local businesses for the duration of the project.

The public outreach and communication efforts as well as the business retention plans developed for the Main Street project are not only critical to this project but will also provide a template for how similar efforts are to be conducted during the Interstate Bridge Replacement Project as well as other infrastructure projects within the downtown core.

A variety of sources will be used to fund the Main Street project including the following:

- ARPA
- City Transportation Fund
- Multi Family Tax Exemption Public Benefit Fund
- Utility funding

ARPA funding for the project requires that funds be obligated by December 31, 2024, and fully expended by December 31, 2026.

The following project schedule has been drafted:

- Design consultant Notice to Proceed – August 2022
- Public Outreach/Engagement begins – September 2022
- 60% Design Completed – January 2023
- Design/Outreach Completion – Summer 2024
- Commence Construction – Fall 2024
- Construction Completion – End of 2025

Staff Contact:

Ryan Lopossa – Streets & Transportation Manager, Public Works
360-487-7706
Ryan.Lopossa@cityofvancouver.us

Teresa Brum – Deputy Director, Economic Development
360-487-7949
Teresa.Brum@cityofvancouver.us



Staff Report: 100-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 8/8/2022

SUBJECT Amendment to a contract with Mackay Sposito, Inc. On-Call Engineering Services Contract (Contract # C-90209) to complete the design, update environmental permitting, and provide construction support related to the SE 1st Street, Phase 2, SE 177th Ave to SE 192nd Ave transportation improvement project (Project # PRJ072617)

Key Points

- City Council approved a professional services agreement with Mackay Sposito, Inc. for On-Call Engineering Services in 2018, RFQ #14-18[AH1] (Staff Report 099-18 on July 7, 2018); This contract has been used for project tasks to help with a variety of transportation projects.
- The design of SE 1st Street, Phase 2, was initially funded by a private developer, and their engineer, Mackay Sposito has advanced the design to 100% level.
- The developer agreement between the City of Vancouver and the Columbia Tech Center (CTC) require the City to take over the design and develop final bidding documents, advertise and bid the project, and complete the construction using public works bidding process.
- Since the signing of the development agreements, the City has received state and federal grants to help fund the construction phase totaling \$4.5 million.
- This contract amendment completes remaining project documentation and final designs, advertise and bidding, and provides support during the construction phase.
- If the requested contract amendment is approved, construction of the SE 1st Street, Phase 2 from SE 177th Ave to SE 192nd Ave project would begin in early 2023.

Strategic Plan Alignment

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

Objective 1.1: Develop and maintain a safe, balanced, and innovative transportation system that will meet the needs of future generations

Goal 6: Facilitate the creation of neighborhoods where residents can walk or bike to essential amenities and services – “20-minute neighborhoods”

Objective 6.1: Support a strong, active neighborhood program that enhances livability and community connections

Goal 9: Build the strongest, most resilient economy in the region

Objective 9.1: Create infrastructure and policies that support job creation

Present Situation

In 2018, Mackay Sposito, Inc. was awarded the contract for On-Call Transportation Engineering Services. The contract was for not to exceed \$550,000. This contract has been used for project tasks to help with a variety of transportation projects. The contract currently does not have enough dollars to complete the design for SE 1st street, phase 2.

The City of Vancouver requested a fee proposal from Mackay Sposito, Inc. for additional services to advance the design to final bidding and construction documents, update environmental permitting, and to provide as-needed support during construction.

Mackay Sposito, Inc. provided a proposal and fee schedule for additional professional services dated July 15, 2022 (attached). The additional fee is \$288,023.87, and with the addition of this amendment the total contract price will be \$838,023.87.

Advantage(s)

Approval of this amendment for the contract with Mackay Sposito, Inc. will keep the work with the same consulting team for the previous design work, streamlining the process. This work is consistent with the original Request for Qualifications for the On-Call Engineering Services.

Disadvantage(s)

Expend additional funds for final design. These funds are included in the Transportation Capital Budget.

Budget Impact

The project is funded through the Transportation Capital Fund, federal and state grants. The project is included in the 2022-2023 Transportation Capital Fund Budget.

Prior Council Review

1. Approval of the professional on-call engineering services agreement with Mackay Sposito, Inc. (RFQ #14-18, Staff Report #099-18 on July 7, 2018)
2. Approval of the 2023-2028 Transportation Improvement Program (TIP) – Resolution No. M-4175 (6/27/2022)
3. Approval of original Columbia Tech Center development agreement on November 20, 2000 and the most recent Amendment Number 5 on January 22, 2018
4. Approval of HP development agreement on February 16, 2019

Action Requested

Authorizes the City Manager or their designee to execute a new amendment to the contract with Mackay Sposito, Inc. for a revised total contract amount of \$\$838,023.87 for additional design, update environmental permitting and construction support for the improvement of SE 1st Street, Phase 2, SE 177th Ave to SE 192nd Ave project. Council authorizes the City Manager to amend the contract as needed and to amend the value up to 10% of the not-to-exceed value stated herein.

Leslie Degenhart, Senior Civil Engineer, 360-487-7710; Ryan Lopossa, Transportation and Streets Manager, 360-487-7706

ATTACHMENTS:

- ▣ Proposal
- ▣ MacKay Sposito Contract
- ▣ Amendment #1_Extended Duration
- ▣ Proposed Amendment

July 15, 2022

Leslie Degenhart
City of Vancouver
Public Works/Transportation Engineering

Re: 1ST STREET PHASE 2 - FINAL ENGINEERING AND CONSTRUCTION SUPPORT

Dear Leslie,

We appreciate the opportunity to continue our involvement on the 1st Street Phase 2 project with the City of Vancouver and look forward to seeing this project through to construction.

The enclosed proposal includes MacKay Sposito's and our Sub-consultant team's scope of work and fees. Each task has been broken out reflecting costs for each team member for your review and approval.

Let me know if you would like additional information or have any questions on the scope of work.

Sincerely,



Heather Davis, PE
Mackay Sposito
Project Manager

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EXHIBIT A: SCOPE OF WORK

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- Project Scheduling
- Project Team Meetings & Coordination
- Quality Assurance and Quality Control

TASK 2: CIVIL ENGINEERING DESIGN

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TASK 3: FINAL LANDSCAPE AND IRRIGATION DESIGN AND COORDINATION

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APPENDIX

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Exhibit “A” - Scope of Work

1st Street PH2 Project - Vancouver, WA

MacKay Sposito has prepared the following scope of work, a list of detailed assumptions, work items, and final products that can be expected as part of our services. This proposal will take the project’s construction package from 100% Design to Final Construction as well as provide support to the City for contract bidding and construction.

1.0 PROJECT MANAGEMENT AND ADMINISTRATION

1.1 PROJECT ADMINISTRATION

- Prepare monthly invoices and progress reports to accompany invoicing. Reports will include a budget summary and tasks completed within the invoicing period.

1.2 PROJECT SCHEDULING

- Prepare a project schedule incorporating construction schedule.
- Provide one (1) update to the schedule to reflect project milestones and timeline changes.

1.3 PROJECT TEAM MEETINGS & COORDINATION

- Organize and hold project coordination meetings with key project team members, as well as representatives from the City of Vancouver and other agencies as needed. These meetings shall have specific agendas addressing and resolving project issues as they are encountered.
- General coordination efforts with the City of Vancouver for project delivery.
- Internal team coordination on review comments and design.
- Meeting Agendas, Minutes, and Task Log Updates for meetings coordinated by MacKay Sposito.
- General coordination and management of the sub-consultant team including contracting, invoicing, schedule, and deliverables.
- Coordination with City of Vancouver’s sub-consultants including Kittelson to address traffic engineering comments.

1.4 QUALITY ASSURANCE AND QUALITY CONTROL

- Quality assurance and quality control on final plans, special provisions, cost estimates and associated reports.
- Review of deliverables from Sub-consultants.

TASK 1 DELIVERABLES

- *Monthly invoices with a summary of work for billing period.*
- *Meeting agendas and minutes.*

TASK 1 ASSUMPTIONS

- Seventeen (17) month project administration and management duration. It is assumed the construction of Phase 2 will be completed by December 2023.
- Coordination meetings will be held virtually.
- Public outreach event attendance is excluded.
- Quality of deliverables are checked at each stage of the project.

2.0 CIVIL ENGINEERING DESIGN**2.1 FINAL CIVIL DESIGN**

- Incorporating comments from the 100% design will be progressed to final construction plans, special provisions, stormwater TIR, and estimate of probable construction cost.
- Design coordination with City and Sub-Consultants for final design. Exchange of CAD files and design parameters for consistency with plans and design.
- Assumes minor round of plan changes upon WSDOT review of construction package.

2.2 CONSTRUCTION STORMWATER GENERAL PERMIT AND STORMWATER POLLUTION PREVENTION PLAN (SWPPP)

- File a Notice of Intent (NOI) with the Washington Department of Ecology.
- Prepare a Stormwater Pollution Prevention Plan (SWPPP) for the project.
- The Consultant shall monitor progress of the relevant reviewing agencies so that questions or concerns during review are addressed quickly. This will enable the permit application to be processed in a timely manner.
- MacKay Sposito will also prepare the Newspaper legal notice and will place them twice in The Columbian newspaper. Publication costs for the newspaper ad have been included as a reimbursable.

TASK 2 DELIVERABLES

- *CAD design files upon request.*
- *Final construction plans.*
- *Final special provisions*
- *Final Engineer's Estimate of Probable Construction Costs*
- *Final Stormwater TIR Report*
- *Stormwater Pollution Prevention Plan*

TASK 2 ASSUMPTIONS

- Civil engineering plan preparation time frame is assumed to be three (3) months.
- Design from 100% will not change aside from review comments received from the City on 7/1/2022.
- Traffic Engineering plans to be provided by Kittelson.
- Traffic Engineering and Street Light Design.
- Transit design, including bus stop locations, is excluded.
- Geotechnical engineering is excluded.
- Minor plan changes anticipated with WSDOT review.
- The City will provide services for the right-of-way legal descriptions, property appraisals, negotiations, and acquisitions. Major design changes as the result of negotiation with the property owners are not included.
- Project Special Provisions will be based on the current Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction, as well as incorporating the City of Vancouver Amendments to the WSDOT Standard Specifications for Water, Sewer, and Surface Water Construction. The City will be responsible for preparing the Division 1 specifications.
- Only minor revision will be required to the design documents to incorporate permit and owner comments. Substantial deviation from the design documented in the 100% design phase will require additional services.
- The newspaper public notice fees are included, but the annual permit renewal fees are excluded.
- The NOI and SWPPP will be in place prior to the start of construction.

3.0 LANDSCAPE AND IRRIGATION DESIGN**3.1 FINAL LANDSCAPE DESIGN & COORDINATION**

- Incorporating comments from the 100% design will be progressed to final landscape and irrigation construction plans, special provisions and estimate of probable construction cost.
- Revisions to the roundabout and median irrigation to connect to the irrigation main line south of 1st Street. Adjust irrigation zone labels to connect to appropriate controllers that were installed as part of Phase 1.
- Prepare for and attend team meetings with key project team members and representatives from the City of Vancouver, and other agencies, as needed. Assume we will attend five (5) virtual meetings with one (1) hour for each meeting and one (1) hour for follow-up, a total of 10 hours.
- Coordination with sub-consultants for design collaboration. Assume sixteen (16) hours of coordination time.

TASK 3 ASSUMPTIONS

- Final design document revisions are assumed to be limited to addressing City review comments received 7/1/2022.
- A round of minor plan revisions is assumed to be needed to accommodate changes in regards to the project civil and traffic design team base drawings.
- This scope assumes no additional rounds of City review comments that would require another resubmittal.

TASK 3 DELIVERABLES

- *Issued for Landscape and Irrigation Construction Plans*
- *Final Estimate of Probable Construction Cost*
- *Final Special Provisions*
- *Bid Quantities*

4.0 BIDDING AND CONSTRUCTION SUPPORT

4.1 BIDDING SUPPORT & PRE-BID WALK

- Provide bidding assistance to the City of Vancouver including reviewing and responding to up to four (4) bidding phase requests for information and preparing up to one (1) addendum.
- Prepare for and attend the pre-bid site walk.

4.2 PRE-CONSTRUCTION MEETING ATTENDANCE AND SUPPORT

- Attend on-site pre-construction meeting.
- Prepare CAD basemap for delivery to contractor and construction surveyor following receipt of signed release form.
- Prepare Civil 3D Finish grade surface for delivery to contractor following receipt of signed release form.

4.3 GENERAL CONSTRUCTION COORDINATION

- Prepare and attend up to two (2) on-site construction coordination meetings.
- Prepare for and attend up to five (5) virtual construction coordination meetings.
- Coordination with City project staff and sub-consultants on construction related questions.
- Answer questions regarding Civil engineering design/construction during construction.
- Answer questions and coordination with the City/Contractor regarding landscaping roundabout structural/artist elements. A total of 16 hours of coordination are included.
- Review and respond to contractor and City RFIs. Assumes 6 RFIs through construction.
- Response to RFI's includes 3 minor drawing revisions. Major design changes are excluded.

- A maximum of 3 site visits to coordinate with the contractor regarding the roundabout structural/artist element are included. Each site visit is assumed to be 1.5 hours and 2 hours each for follow-up with contractor/City. For a total of 10.5 hours for site visits.

4.4 FINAL PROJECT CLOSEOUT

- Final Walk Thru & Punch List Inspection
 - Upon written notice of substantial completion, perform one punch list walkthrough and inspection of civil and landscape (including roundabout elements) site improvements and produce punch list document detailing items to remedy.
 - Upon written notice that punch list corrections have been completed, conduct one follow-up walk-through to determine compliance and issue a report to the City of Vancouver.
- Compile Final CAD files (topographic files, CAD basemap, water, sewer, and storm) and deliver to the City. This excludes compiling CAD drawings of sheets.

TASK 4 DELIVERABLES

- *Material submittal approvals/responses*
- *RFI responses*
- *Final CAD Files*

TASK 4 ASSUMPTIONS

- The City will obtain the right of access to private properties adjacent to the project for all construction activities.
- 12-month construction time frame.
- Contractor change order review and approval are excluded.
- Construction material submittals are excluded.
- As-built drawings are excluded.
- The City shall contract with the geotechnical engineer for the purpose of providing infiltration testing, compaction testing, earthwork inspection or other construction phase tasks.
- Pre and post construction survey are excluded.

5.0 RESERVE BUDGET

5.1 RESERVE BUDGET

- This task provides a reserve budget for unexpected changes to the scope of work such as major changes to the plans, special provisions, estimate of probable construction cost, stormwater report or work related to construction activities.

6.0 STRUCTURAL ENGINEERING (MACKENZIE)

Please refer to Exhibit “D” for structural engineering scope of work.

EXHIBIT "B"

Project Name: Project Manager: MSi Job No.: Client Job No.: Date:			COV - 1st Street PH2 - Final Plan and Construction Support Heather Davis 16276 07/15/2022			MacKay Sposito, Inc.													
						ESTIMATED HOURS AND EXPENSES												Mackenzie	Total Budget Amount
						Administrative Coordinator	Project Manager Design	Project Engineer	Design Technician III	Engineering Manager	Planning Technician	Engineer II	Landscape Designer II	Project Manager Landscape	Expenses	Total			
1.0 - Project Management & Administration	1.1 - Project Administration		17.00	45.00								\$9,748.43		\$9,748.43					
	1.2 - Project Scheduling			10.00	6.00							\$2,822.28		\$2,822.28					
	1.3 - Project Team Meetings & Coordination			210.00	14.00	4.00						\$41,410.52		\$41,410.52					
	1.4 - Quality Assurance and Quality Control			43.00			40.00					\$15,653.18		\$15,653.18					
	1.0 - Project Management & Administration Subtotal											\$69,634.41		\$69,634.41					
2.0 - Civil Engineering Design	2.1 - Final Civil Design and Coordination			87.00	100.00	200.00	8.00					\$55,404.62		\$55,404.62					
	2.2 - SWPPP			8.00		8.00		8.00	24.00		\$3,500.00	\$9,112.08		\$9,112.08					
	2.0 - Final Civil Engineering Design Subtotal											\$64,516.70		\$64,516.70					
3.0 - Final Landscape & Irrigation Design & Coordination	3.0 - Final Landscape & Irrigation Design & Coordination Subtotal									40.00	60.00	\$11,984.60		\$11,984.60					
	3.0 - Final Landscape & Irrigation Design & Coordination Subtotal											\$11,984.60		\$11,984.60					
4.0 - Bidding and Construction Support	4.1 - Bidding Support & Pre-Bid Walk			20.00							18.00	\$20.00	\$6,132.14		\$6,132.14				
	4.2 - Pre-Construction Meeting Attendance & Support			8.00							8.00	\$20.00	\$2,572.72		\$2,572.72				
	4.3 - General Construction Coordination			100.00	30.00	40.00					90.00	\$50.00	\$39,809.10		\$39,809.10				
	4.4 - Final Project Closeout			40.00	50.00	40.00					60.00	\$50.00	\$27,974.20		\$27,974.20				
	4.0 - Bidding and Construction Support Subtotal												\$76,488.16		\$76,488.16				
SUB - Structural Engineer - Mackenzie	SUB - Structural Engineering - Mackenzie Subtotal												\$15,400.00		\$15,400.00				
	SUB - Structural Engineering - Mackenzie Subtotal												\$15,400.00		\$15,400.00				
TOTAL HOURS			17.00	571.00	200.00	292.00	48.00	8.00	24.00	40.00	236.00								
RATE			85.69	184.26	163.28	107.50	193.25	82.57	109.06	97.37	134.83								
TOTAL DOLLARS			\$1,456.73	\$105,212.46	\$32,656.00	\$31,390.00	\$9,276.00	\$660.56	\$2,617.44	\$3,894.80	\$31,819.88	\$3,640.00	\$222,623.87	\$15,400.00	\$238,023.87				
5.0 - Reserve Budget													50,000.00		50,000.00				
													\$50,000.00		\$50,000.00				
TOTAL W/ RESERVE													\$272,623.87	\$15,400.00	\$288,023.87				

Exhibit C

City of Vancouver - 1ST ST Phase 2 - Final Engineering and Construction Support Actuals Not To Exceed Table (ANTE)

MacKay Sposito, Inc 18405 SE Mill Plain Blvd. Ste 100 Vancouver, WA 98683				
Job Classifications (Empty Types)	Direct Labor Rate NTE *	Overhead NTE* 178.21%	Fixed Fee NTE 12.00%	All Inclusive Hourly Billing Rate NTE
Accounting Manager	49.04	\$87.39	\$16.37	\$152.80
Administrative Assistant	27.50	\$49.01	\$9.18	\$85.69
Administrative Coordinator	34.00	\$60.59	\$11.35	\$105.94
Administrative Manager	51.92	\$92.53	\$17.33	\$161.79
Public Outreach Coordinator	28.00	\$49.90	\$9.35	\$87.25
Public Outreach Strategic Advisor	62.50	\$111.38	\$20.87	\$194.75
Construction Inspector I	43.00	\$76.63	\$14.36	\$133.99
Construction Inspector II	44.00	\$78.41	\$14.69	\$137.10
Construction Inspector III	45.00	\$80.19	\$15.02	\$140.22
Construction Inspector IV	47.00	\$83.76	\$15.69	\$146.45
Construction Manager	53.85	\$95.97	\$17.98	\$167.79
Creative Designer	34.00	\$60.59	\$11.35	\$105.94
Design Technician I	29.50	\$52.57	\$9.85	\$91.92
Design Technician II	32.50	\$57.92	\$10.85	\$101.27
Design Technician III	34.50	\$61.48	\$11.52	\$107.50
Design Technician IV	35.00	\$62.37	\$11.68	\$109.06
Engineer I	33.00	\$58.81	\$11.02	\$102.83
Engineer II	35.00	\$62.37	\$11.68	\$109.06
Engineer III	37.50	\$66.83	\$12.52	\$116.85
Engineer IV	40.50	\$72.18	\$13.52	\$126.20
Engineering Manager	62.02	\$110.53	\$20.71	\$193.25
Environmental Manager II	60.10	\$107.10	\$20.06	\$187.26
Environmental Specialist I	34.00	\$60.59	\$11.35	\$105.94
Field Engineer	37.00	\$65.94	\$12.35	\$115.29
GIS Mapping Specialist II	41.50	\$73.96	\$13.85	\$129.31
IT Technician/Support	20.00	\$35.64	\$6.68	\$62.32
Land Surveyor I	40.00	\$71.28	\$13.35	\$124.64
Land Surveyor IV	47.00	\$83.76	\$15.69	\$146.45
Landscape Architect II	41.00	\$73.07	\$13.69	\$127.75
Landscape Designer I	30.00	\$53.46	\$10.02	\$93.48
Landscape Designer II	31.25	\$55.69	\$10.43	\$97.37
Landscape Manager	62.02	\$110.52	\$20.71	\$193.25
Natural Resource Specialist IV	40.50	\$72.18	\$13.52	\$126.20
Planner	38.00	\$67.72	\$12.69	\$118.41
Planning Director	62.41	\$111.22	\$20.83	\$194.46
Planning Technician	26.50	\$47.23	\$8.85	\$82.57
Principal	75.96	\$135.37	\$25.36	\$236.69
Project Accountant	38.00	\$67.72	\$12.69	\$118.41
Project Controls Manager	35.58	\$63.40	\$11.88	\$110.86
Project Coordinator	29.50	\$52.57	\$9.85	\$91.92
Project Engineer	52.40	\$93.38	\$17.49	\$163.28
Project Manager	55.29	\$98.53	\$18.46	\$172.28
Project Manager - Design	59.13	\$105.38	\$19.74	\$184.26
Project Manager - Landscape	43.27	\$77.11	\$14.45	\$134.83
Project Manager - Survey	50.48	\$89.96	\$16.85	\$157.30
QAR	53.00	\$94.45	\$17.69	\$165.15
Quality Manager	60.09	\$107.09	\$20.06	\$187.24
Senior Civil Inspector	39.00	\$69.50	\$13.02	\$121.52
Senior Construction Inspector	43.00	\$76.63	\$14.36	\$133.99
Senior Construction Manager	60.00	\$106.93	\$20.03	\$186.96
Senior Landscape Designer	42.00	\$74.85	\$14.02	\$130.87
Senior Planner	40.00	\$71.28	\$13.35	\$124.64
Senior Principal	115.38	\$205.63	\$38.52	\$359.53
Senior Survey Party Chief	56.00	\$99.80	\$18.70	\$174.49
Senior-Resident Engineer	52.40	\$93.39	\$17.50	\$163.29
Software Engineer	46.15	\$82.24	\$15.41	\$143.80
Stormwater Analyst	38.00	\$67.72	\$12.69	\$118.41
Survey Instrument Person	29.00	\$51.68	\$9.68	\$90.36
Survey Manager	59.62	\$106.24	\$19.90	\$185.76
Survey Party Chief	33.00	\$58.81	\$11.02	\$102.83
Survey Technician III	31.50	\$56.14	\$10.52	\$98.15
Survey Technician IV	39.00	\$69.50	\$13.02	\$121.52

6/23/2022

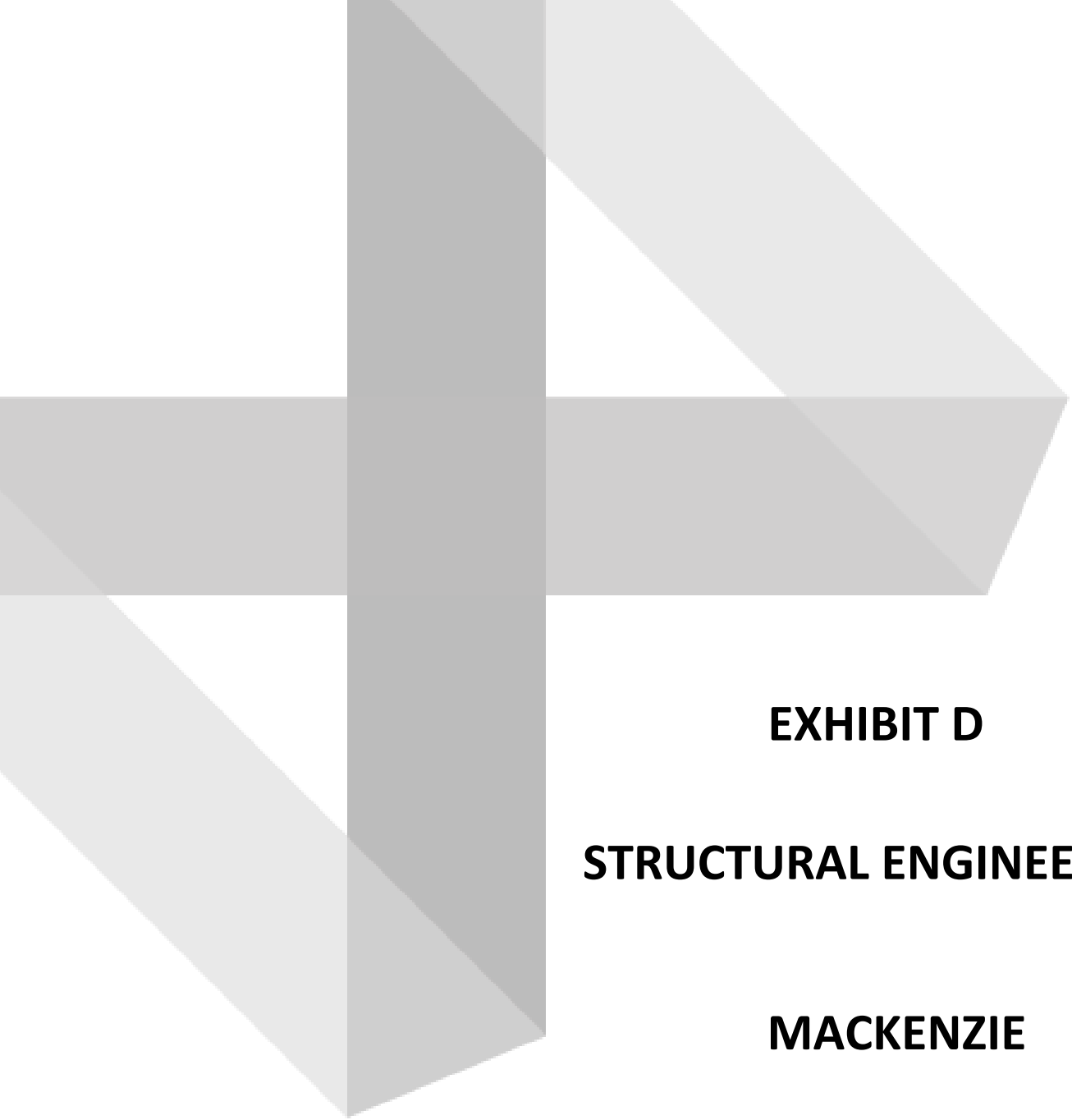


EXHIBIT D

STRUCTURAL ENGINEERING

MACKENZIE

July 13, 2022

MacKay Sposito
Attention: Heather Davis
18405 SE Mill Plain Boulevard #100
Vancouver, WA 98683

Re: **SE 1st Street Phase 2 – Traffic Circle – Final Engineering and Construction Support**
Project Number 2210035.01

Dear Heather:

Mackenzie appreciates this opportunity, and we are pleased to present to MacKay Sposito (“Client”) the following Scope of Services and fee proposal for the above project.

Mackenzie’s integrated team of design professionals will provide structural engineering services for the above project.

Our Basis of Design along with our detailed Scope of Services by phase is as follows:

BASIS OF DESIGN

1. This proposal is to provide permitting assistance, bid assistance, and construction contract administration support for the structural elements associated with the new SE 1st Street traffic circle; specifically, the steel gnomon structure and foundation, feature concrete blocks, and stone pedestals. Mackenzie has completed and issued our Permit Set for said items on March 15, 2021.
2. We understand that there have been no changes to the traffic circle design to-date, but that there will be minor revisions to the previously issued design documents that will be made prior to issuing for permit.
3. We understand that permitting will occur via the City of Vancouver and WashDOT, but the Client will be coordinating all correspondence and comment adjudication. Mackenzie will provide plan check comment responses directly to the Client.
4. Bidding assistance for the project is assumed to occur during fall/winter 2022, with construction starting early 2023. The current assumed construction schedule duration is 12 months.

SCOPE OF SERVICES

Construction Documents – Validation and Updates

Time Duration: 3 to 5 weeks

Provide minor updates to project backgrounds, title blocks, sheet numbers, and Construction Documents based on the previously issued Permit Set on March 15, 2021. The Construction Documents shall set forth in detail the requirements for construction of the project.

1. Meet virtually with Client to kick off Construction Documents phase services.



2. Review project budget and provide design feedback for Mackenzie's scope.
3. Provide one (1) round of updating Construction Documents per Item 1 above.
4. Issue 100% Construction Documents for Client to review and submit for permit.

Deliverables

1. Updated structural drawings, calculations, and specifications.
2. Written response on budget feedback for Mackenzie's scope.

Permitting Assistance

Time Duration: 6 to 12 weeks

Mackenzie's involvement in permitting of the project consists of:

1. Update plans/respond to one (1) round of plan check comments from the City of Vancouver, and (1) round of plan check comments from WashDOT.

Deliverables

1. Written correspondence responding to up to one (1) round of check sheets/plan review comments.
2. Updated permit Construction Documents for re-submittal to permit agency(ies) for formal approval.

Bid Assistance

Time Duration: 4 to 6 weeks

Mackenzie will assist the Client in Bid Assistance responding to bidder questions related to our scope.

1. Respond to written questions from General Contractors and those specifically discussed in formal Pre-Bid meeting during the bid period via addenda as appropriate to address clarifications to bid documents prepared by Mackenzie.

Construction Contract Administration

Time Duration: 12 months

Mackenzie will provide administration of the construction contract between the Client and the General Contractor as follows:

1. Mackenzie structural engineering staff will attend one (1) pre-construction meeting.
2. Review and act on properly prepared specified submittals once.
3. Provide in-office support to assist with normal Construction Contract Administration duties for items such as phone calls and requests for additional information (RFIs) for clarification to Contract Documents prepared by Mackenzie and our consultants as follows:
 - A. Structural engineer for up to two (2) hours a week for 24 weeks.
4. Conduct job site visits to observe the work in progress and prepare written field observation report(s) as follows:
 - A. Structural engineer to attend up to two (2) job site visits.
5. Provide in-office support for review of properly prepared specified submittals. We have included up to one (1) round of review for each required submittal per each anticipated specification section for a total of two (2).
6. Structural engineer to prepare and issue a final summary letter based on our previous structural observations and the special inspections.

FEE SUMMARY

Our time and materials fee for the disciplines and related design services described above are as follows:

Construction Documents:	\$2,000
Permitting Assistance:	\$1,500
Bid Assistance:	\$1,500
Contract Construction Administration:	\$9,000
TOTAL	\$14,000

The fees stated above are based upon standard Mackenzie billing rates. Reimbursable expenses (printing, copying deliveries, ride share vehicles, application-based transportation, mileage, etc.) are included in the fee outlined above.

ASSUMPTIONS

Please review and notify Mackenzie if Client believes that any of the Assumptions listed here are either inaccurate or unreasonable prior to project commencement. Please also notify Mackenzie if any additional clarity is needed for the Client to fully understand these Assumptions. In addition to the Scope of Services outlined above, we have assumed the following:

1. Client-Provided Consultant Services

- 1.a. Client will provide current electronic files of project backgrounds (AutoCAD).
- 1.b. Scope and fee are based on Client not hiring a third party Client Representative to act on their behalf during any phase(s) of the project. If a third-party PM is hired by the Client, Mackenzie reserves the right to estimate scope and fee impacts that will result in additional services.

2. Scope of Service Acknowledgements

- 2.a. Mackenzie Scope of Service and fees are based on project phases running in sequential order without overlap, delay, pause, or project being put on hold for any reason between phases.
- 2.b. Fees are based on the estimated schedule duration as defined in phases above. If phase duration(s) are increased for any reason, we will need to assess and address those impacts in terms of scope, fee, and/or schedule as necessary via additional services.
- 2.c. Subject to the applicable Standard of Care, Mackenzie will design the Project in accordance with applicable laws, including current Federal ADA Accessibility Standards and as required by the Authority Having Jurisdiction (AHJ) for Building Permit per the AHJ's current edition of the governing building code, and by reference therein ANSI ICC/A117.1 ("Building Code") for new construction. Notwithstanding the foregoing sentence, the Client acknowledges that various governmental codes and regulations, including without limitation the ADA and FHA, are subject to varying and sometimes contradictory interpretation and that the ADA is not a detailed building code. In the case of such conflicts or differing interpretations, Mackenzie will notify the Client thereof and will endeavor to design to the most stringent interpretation acceptable to the AHJ.
- 2.d. All meetings will occur virtually, other than construction site meetings, unless specifically noted otherwise within the Scope of Services outlined above. We will record and distribute minutes following each meeting

for all meetings through all phases up to Construction Contract Administration. During Construction Contract Administration, the General Contractor will provide meeting minutes. Mackenzie will review Construction Phase meeting minutes for those meetings attended by Mackenzie for general consistency with Mackenzie's interpretation of topics discussed and communicate such to General Contractor for their use in preparing Construction Phase meeting minutes.

3. Client and Jurisdiction Approvals

- 3.a. The Client will approve the Documents at the conclusion of each phase prior to proceeding with the next phase. Redesign efforts after prior Client approvals, including but not limited to Client-driven design modifications, value engineering, cost reduction alternatives to the approved design, or other such changes, will be provided as an additional service, with scope, schedule, and fees to be evaluated on a case-by-case basis.

4. Construction and Client's Contractor Services

- 4.a. The Client acknowledges that in order to construct the Work, the Client's contractor will provide additional information stipulated in the Construction Documents that include shop drawings, product data, samples and other similar submittals, which the other disciplines included herein shall review to the extent of confirming consistency with the design intent depicted in the Construction Documents.

5. Expenses/Billing

- 5.a. Client is responsible for all fees paid to public bodies having jurisdiction over the project.

EXCLUSIONS

Please review and notify Mackenzie if Client believes that any of the Exclusions listed here are to be included in Mackenzie's Scope of Services prior to project commencement. Please also notify Mackenzie if any clarity is needed for the Client to fully understand these Exclusions. In addition to any Exclusions outlined within the proposal above, we have also excluded the following from our proposed scope of services. Although excluded from our services these may be required to be provided by Client for execution of the project.

1. Client-Provided Consultant Services

- 1.a. Land survey, topographic survey, tree survey, or metes and bounds descriptions and related specifications.
- 1.b. Geotechnical Engineering investigation/testing and related specifications.
- 1.c. Pavement design and related specifications. These specifications are typically provided by the Client's Geotechnical Engineer.
- 1.d. Hazardous materials mitigation design.
- 1.e. Coordination of Client-provided consultants not identified at the date of this proposal.

2. Land Use Process/Permitting

- 2.a. Environmental review such as SEPA (State of Washington), DEQ, EPA, etc.
- 2.b. Sensitive lands and/or wetland delineation and/or mitigation design/approvals.
- 2.c. Appeals, variances, public hearings, land use approvals, conditional use reviews, or any required adjustments other than as specifically outlined within our Scope of Services above.
- 2.d. Meetings with public agencies or other meetings other than those specifically identified in Scope of Services above.

- 2.e. Formal Building code interpretation requests and/or appeals.
- 2.f. Permits other than those identified within the proposal identified above (e.g., phased permitting, trade permits, separate demolition permit, any other special permits).

3. Standard Design Items

- 3.a. Any redesign efforts, including any revisions to the Documents, related to value engineering (VE) or other process(es) to reduce the construction cost (estimated, bid or actual) of the Work from that which is depicted in the Documents. Any redesign and subsequent revision to the Documents related to VE or other processes to reduce the construction cost (estimated, bid or actual) of the Work, shall be via Additional Services Agreement approved by Client in writing prior to the execution of such services by Mackenzie and/or our consultants.

4. Other Design Disciplines

- 4.a. Space Planning
- 4.b. Traffic Engineering, Planning, Analysis.
- 4.c. Mechanical/Plumbing/Electrical engineering.

5. Unique Design Services

- 5.a. Off-site improvements (such as roads, half street improvements, and utilities).
- 5.b. Special foundation systems beyond conventional spread foundations which exclude and are not limited to provisions for liquefaction, such as foundation ties or grade beams.
- 5.c. Graphics and/or signage design, permitting, and related coordination.

6. Construction Process

- 6.a. Evaluate and act on post-bid substitution requests.
- 6.b. Process and act on partial or incorrect (multiple rounds) of non-compliant submittals.
- 6.c. Review of contractor proposed change order proposal (COP) pricing.
- 6.d. Materials testing/special inspections.
- 6.e. As-built certification to local jurisdiction unless noted specifically above within our Scope of Services.
- 6.f. Our construction contract administration fees do not cover the correction of construction errors or design changes made after the start of construction.

7. Graphics/BIM

- 7.a. Presentation-level 3D renderings other than conceptual studies to describe design intent or as utilized as part of Mackenzie's design process unless specifically noted within our Scope of Services above.
- 7.b. Marketing materials.
- 7.c. Use of CAD Drawings or BIM models by any parties other than the design team.

8. Expenses/Billing

- 8.a. Special billing requirements required by Client outside of Mackenzie's standard billing procedures.
- 8.b. Building permit fees, design review fees, or any other fees paid to public bodies having jurisdiction over the project.

It is our understanding the project will start in Summer 2022. If the proposal is agreeable to you, we will prepare an Agreement for Professional Services for your review and approval. Please note that this proposal is valid for 60 days.

MacKay Sposito
SE 1st Street Phase 2 – Traffic Circle – Final Engineering and Construction Support
Project Number 2210035.01
July 13, 2022
Page 6

We look forward to working with MacKay Sposito on this new project. If you need additional information or have any questions, please do not hesitate to call.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Josh McDowell', is written over the printed name and title.

Josh McDowell, SE
Principal

Enclosure(s): Hourly Billing Rate Schedule
 Reimbursable Rates Schedule
 Attachment A – Fee Schedule Matrix

c: Thomas Kay – Mackenzie

MACKENZIE.

P 503.224.9560 ■ F 503.228.1285 ■ W MCKNZE.COM

RiverEast Center, 1515 SE Water Avenue, #100, Portland, OR 97214

Portland, Oregon ■ Vancouver, Washington ■ Seattle, Washington

HOURLY BILLING RATE SCHEDULE*

PRINCIPALS

\$ 160 – \$ 290

ARCHITECTURE/LANDSCAPE

Design Director

\$ 190 – \$ 235

Senior Project Architect

\$ 160 – \$ 260

Project Architect I – III

\$ 100 – \$ 210

Architectural Designer II-III

\$ 90 – \$ 175

Architectural Designer I

\$ 65 – \$ 100

Designer/Drafter

\$ 50 – \$ 80

Intern

\$ 50 – \$ 75

ENGINEERING

Senior Project Engineer

\$ 160 – \$ 250

Project Engineer I – III

\$ 100 – \$ 200

Designer I – II

\$ 75 – \$ 155

Transportation Analyst I – II

\$ 65 – \$ 115

Designer/Drafter

\$ 85 – \$ 140

Intern

\$ 55 – \$ 85

PLANNING

Senior Project Planner

\$ 150 – \$ 235

Project Planner I – IV

\$ 90 – \$ 210

Permit Coordinator

\$ 55 – \$ 95

Assistant Planner

\$ 70 – \$ 110

Intern

\$ 50 – \$ 75

INTERIOR DESIGN

Senior Project Interior Designer

\$ 150 – \$ 230

Interior Designer III – V

\$ 100 – \$ 175

Interior Designer I – II

\$ 70 – \$ 135

Intern

\$ 50 – \$ 75

ADMINISTRATION

Administrator

\$ 60 – \$ 175

Word Processor

\$ 70 – \$ 110

Graphic Artist

\$ 85 – \$ 130

*Subject to change April 2023

REIMBURSABLE CHARGES

Mackenzie will charge the following standard, cost-based rates for in-house reimbursable items listed below:

IN-HOUSE PRINTING

Scanning – Black & White

Small Format: \$0.25/sheet
(8-1/2 x 11 - 11 x 17)

Large Format: \$1.00/sheet
(Including Half Size)

Scanning – Color

Small Format: \$0.50/sheet
(8-1/2 x 11 - 11 x 17)

Large Format: \$3.00/sheet
(Including Half Size)

Printing/Copying – All Sizes

Black & White: \$0.21/sq. ft.
Full Color: \$4.00/sq. ft.

Fax

Local: \$1.00/sheet
Long distance: \$1.30/sheet

OTHER IN-HOUSE REIMBURSABLE ITEMS

Digital Photo Documentation

\$15.00/download

Check Generation Fee

\$25.00

Automobile Mileage

Billed according to IRS guidelines

Delivery Service

Fixed rates: \$7.75 to \$54.40
(depending on mileage)

Data Supplies

CD documentation: \$15.00
DVD documentation: \$30.00

Report Binder

Without tabs: \$3.00/book
With tabs: \$4.00/book

Foamcore:

\$4.25/sheet

Project Name: 1st Street PH2 - Final Engineering & Construction Support Project Manager: MSi Job No.: 16276 Client Job No.: Mackenzie Date: 7/15/22								
		ESTIMATED HOURS AND EXPENSES						Total Budget Amount
		Principal	Project Engineer II	Project Engineer I	Designer/Drafter	Expense Estimate	Total	
Project Phase	Construction Documents	0.50	2.00	4.50	8.00	\$32.50	\$1,967.50	\$2,000.00
	Permitting Assistance	0.50	2.00	4.00	4.00	\$31.50	\$1,468.50	\$1,500.00
	Bid Assistance	1.00	2.00	6.00		\$37.00	\$1,463.00	\$1,500.00
	Contract Construction Administration	2.00	12.00	36.00	12.00	\$46.00	\$8,954.00	\$9,000.00
	Mackenzie Structural Subtotal					\$147.00	\$13,853.00	\$14,000.00
TOTAL HOURS		4.00	18.00	50.50	24.00			
RATE		277.00	167.00	142.00	107.00			
TOTAL DOLLARS		\$1,108.00	\$3,006.00	\$7,171.00	\$2,568.00	\$147.00		

Local Agency Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number: 90209

Does this Require DES filing? ☐ Yes ☒ No

Firm/Organization Legal Name (do not use dba's): Mackay Sposito	
Address 1325 SE Tech Cntr. Dr, #140, Vancouver, WA 98683	Federal Aid Number
UBI Number 600 130 437	Federal TIN or SSN Number 91-0915984
Execution Date July 16th, 2018	Completion Date July 15th, 2022
1099 Form Required ☒ Yes ☐ No	Federal Participation ☒ Yes ☐ No
Project Title On-Call Engineering Services	
Description of Work Miscellaneous engineering and other related professional services - to be determined (TBD)	
☐ Yes (TBD) % ☐ No DBE Participation ☐ Yes (TBD) % ☐ No MBE Participation ☐ Yes (TBD) % ☐ No WBE Participation ☐ Yes (TBD) % ☐ No SBE Participation	Maximum Amount Payable: \$500,000.00

Contract
90209

Index of Exhibits

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

Agreement Number: 90209

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

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

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

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

I. General Description of Work

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

II. Scope of Work

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

III. General Requirements

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

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

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

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

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

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation. Non-minority, woman owned DBEs does not count towards UDBE goal attainment.

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

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

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

If to AGENCY:

Name: Scott Cramer
Agency: City of Vancouver
Address: P.O. Box 1995
City: Vancouver State: WA Zip: 98668
Email: scott.cramer@cityofvancouver.us
Phone: 360-487-8426
Facsimile: 360-487-8433

If to CONSULTANT:

Name: Damon Webster
Agency: Mackay Sposito
Address: 1325 SE Tech Center Drive #140
City: Vancouver State: WA Zip: 98683
Email: dwebster@mackaysposito.com
Phone: 360-695-3411
Facsimile: 360-695-0833

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. This AGREEMENT may require filing with the Department of Enterprise Services (DES) pursuant to RCW 39.26.140. If such approval is required by DES, this AGREEMENT shall not bind the AGENCY until approved by DES. If the AGREEMENT must be approved by DES, work cannot begin, nor payment made until ten (10) or more working days following the date of filing, and until approved by DES. Any subsequent SUPPLEMENTAL AGREEMENT may also be subject to filing and/or approval from DES. All work under this AGREEMENT shall be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

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

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V. Payment Provisions

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

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

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

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

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

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

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

- B. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT'S Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for direct non-salary costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the AGENCY upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- C. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- D. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. The monthly billings shall be supported by detailed statements for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- E. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.
- The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per the WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings.
- F. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

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VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

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

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

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VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

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

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

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The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee. The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY. Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

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

XI. Disputes

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

XII. Legal Relations

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

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

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

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

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

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

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

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

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

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Insurance Coverage

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

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

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

Name: Scott Cramer
Agency: City of Vancouver
Address: P.O. Box 1995
City: Vancouver State: WA Zip: 98668
Email: scott.cramer@cityofvancouver.us
Phone: 360-487-8426
Facsimile: 360-487-8426

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

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

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

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

XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the AGENCY

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

XVII. Complete Agreement

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

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XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

Agreement Number: 90209

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

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

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

XIX. Records Maintenance

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

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

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe

Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

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

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

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

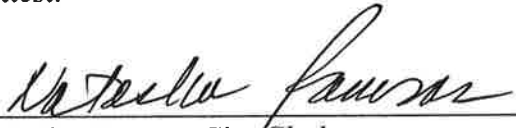
DATED this 20 day of July, 2018

CITY OF VANCOUVER, a municipal corporation

BY:


Eric Holmes, City Manager

Attest:


Natasha Ramras, City Clerk

By: Carrie Lewellen, Deputy City Clerk

MACKAY SPOSITO, Contractor

BY:


Title President

Approved as to form:

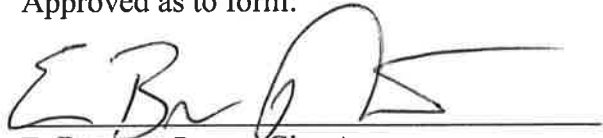

E. Bronson Potter, City Attorney

Exhibit A ***Scope of Work***

Project No. N/A

On-call professional engineering services and other related professional services for the City of Vancouver Transportation Division per Request for Qualifications #14-18 (RFQu) and the respondents response to said RFQu on file in City of Vancouver Procurement Services and by reference hereto made a part of this agreement.

Agreement Number: 90209

Exhibit B
DBE Participation/SBE Plan

TBD

Agreement Number: 90209

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

TBD

B. Roadway Design Files

TBD

C. Computer Aided Drafting Files

TBD

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

TBD

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

TBD

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

TBD

II. Any Other Electronic Files to Be Provided

TBD

III. Methods to Electronically Exchange Data

TBD

A. Agency Software Suite

ORACLE

B. Electronic Messaging System

OUTLOOK

C. File Transfers Format

TBD

Exhibit D
Prime Consultant Cost Computations

Per the attached fee schedule and by reference hereto made a part of this agreement

Agreement Number: 90209



Actuals Not To Exceed Table (ANTE)

City of Vancouver RFQu 14-18 On-Call Professional Engineering Services - Transportation MacKay Sposito, Inc 1325 SE Tech Center Drive, Suite 140 Vancouver, WA 98683				
Job Classifications	Direct Labor Rate NTE*	Overhead NTE*	Fixed Fee NTE	All Inclusive Hourly Billing Rate NTE
		164.04%	30.00%	
Principal	\$115.38	\$189.27	\$34.61	\$339.26
Engineering Manager	\$60.10	\$98.59	\$18.03	\$176.72
Project Manager II	\$50.48	\$82.81	\$15.14	\$148.43
Project Manager I	\$42.00	\$68.90	\$12.60	\$123.50
Senior Project Manager	\$64.90	\$106.47	\$19.47	\$190.84
Project Engineer	\$44.00	\$72.18	\$13.20	\$129.38
Engineer IV	\$42.00	\$68.90	\$12.60	\$123.50
Engineer III	\$38.00	\$62.34	\$11.40	\$111.74
Engineer II	\$33.00	\$54.13	\$9.90	\$97.03
Engineer I	\$31.00	\$50.85	\$9.30	\$91.15
Contract Administrator	\$48.56	\$79.66	\$14.57	\$142.79
Project Coordinator II	\$33.50	\$54.95	\$10.05	\$98.50
Project Coordinator I	\$26.00	\$42.65	\$7.80	\$76.45
Design Technician IV	\$33.00	\$54.13	\$9.90	\$97.03
Design Technician III	\$31.50	\$51.67	\$9.45	\$92.62
Design Technician II	\$30.00	\$49.21	\$9.00	\$88.21
Design Technician I	\$28.50	\$46.75	\$8.55	\$83.80
Landscape Manager	\$57.69	\$94.63	\$17.31	\$169.63
Landscape Project Manager	\$38.46	\$63.09	\$11.54	\$113.09
Landscape Architect II	\$37.00	\$60.69	\$11.10	\$108.79
Landscape Architect I	\$36.00	\$59.05	\$10.80	\$105.85
Landscape Designer III	\$35.00	\$57.41	\$10.50	\$102.91
Landscape Designer II	\$34.00	\$55.77	\$10.20	\$99.97
Landscape Designer I	\$24.50	\$40.19	\$7.35	\$72.04
Project Controls	\$57.69	\$94.64	\$17.31	\$169.64
Accounting Manager	\$49.52	\$81.23	\$14.86	\$145.61
Project Accountant	\$36.00	\$59.05	\$10.80	\$105.85
Administrative Assistant	\$30.00	\$49.21	\$9.00	\$88.21
Clerical	\$23.00	\$37.73	\$6.90	\$67.63
Public Involvement Manager	\$39.42	\$64.66	\$11.83	\$115.91
Public Involvement Coordinator	\$25.00	\$41.01	\$7.50	\$73.51

UAV Pilot		\$33.00		\$54.13		\$9.90		\$97.03
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**Washington State
Department of Transportation**

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

May 21, 2018

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

Subject: Acceptance FYE 2017 ICR – Audit Office Review

Dear Ms. Kristen Kern:

Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE 2017 Indirect Cost Rate (ICR) of 164.04%. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

If you have any questions, feel free to contact our office at (360) 705-7019 or via email consultantrates@wsdot.wa.gov.

Regards;

Jonson, Erik
May 21 2018 9:46 AM

cosign

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:kms

Exhibit E

Sub-consultant Cost Computations

Per the attached fee schedules and by reference hereto made a part of this agreement.



City of Vancouver
Transportation On - Call Rate Schedule
As of June 2018

Classification	Maximum Hourly Rate	Overhead @ 211.41%	Profit @ 30%	Hourly Billing Rate*
Senior Principal Engineer/Planner	\$89.12	\$188.41	\$26.74	\$304.26
Principal Engineer/Planner	\$70.27	\$148.56	\$21.08	\$239.91
Associate Engineer/Planner	\$62.63	\$132.41	\$18.79	\$213.83
Senior Engineer/Planner	\$50.95	\$107.71	\$15.29	\$173.95
Engineer/Planner	\$45.24	\$95.64	\$13.57	\$154.45
Transportation Analyst	\$34.80	\$73.57	\$10.44	\$118.81
Technician I	\$31.17	\$65.90	\$9.35	\$106.42
Technician II	\$34.03	\$71.94	\$10.21	\$116.18
Senior Technician	\$39.77	\$84.08	\$11.93	\$135.78
Associate Technician	\$50.74	\$107.27	\$15.22	\$173.23
Office Support	\$27.43	\$57.99	\$8.23	\$93.65

** Maximum classification rates by category are shown above . Actual wage rates will be invoiced, overhead and profit will be locked for the duration of the contract.*



**Washington State
Department of Transportation**

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

December 15, 2017

Kittelson & Associates, Inc.
610 SW Alder Street, Suite 700
Portland, OR 97205

Subject: Acceptance FYE 2016 ICR – CPA Report

Dear Ms. Janette Lennon:

We have accepted your firms FYE 2016 Indirect Cost Rate (ICR) of 211.41% based on the "Independent CPA Report," prepared by D.L. Purvine, CPA. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

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

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

If you have any questions, feel free to contact our office at (360) 705-7019 or via email consultantrates@wsdot.wa.gov.

Regards;

Jonson, Erik

cosign

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:kms

Exhibit F

Title VI Assurances

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agrees as follows:

1. **Compliance with Regulations:** The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. **Non-discrimination:** The CONSULTANT, with regard to the work performed during this AGREEMENT, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of sub-consultants, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when this AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
3. **Solicitations for Sub-consultants, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination on the grounds of race, color, sex, or national origin.
4. **Information and Reports:** The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AGENCY, the STATE, or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, the STATE, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Non-compliance:** In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE, or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under this AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of this AGREEMENT, in whole or in part.
6. **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the STATE, the AGENCY, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY enter into such litigation to protect the interests of the STATE and/or the AGENCY and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Agreement Number: 90209

Exhibit G

Certification Documents

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

Agreement Number: 90209

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
Mackay Sposito
whose address is
1325 SE Tech Center Drive, Suite 140 Vancouver, Washington 98683
and that neither the above firm nor I have:

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

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

Mackay Sposito

Consultant (Firm Name)


Signature (Authorized Official of Consultant)

7/5/18
Date

Agreement Number: 90209

Exhibit G-1 (b)
Certification of Agency Official

I hereby certify I am the Agency Official of the Local Agency of the City of Vancouver, Washington, and the consulting firm or its representative has not been required, directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this AGREEMENT to:

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

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

7-20-18
Date

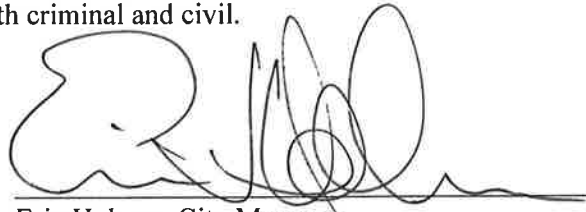

Eric Holmes, City Manager

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

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Mackay Sposito

Consultant (Firm Name)


Signature (Authorized Official of Consultant)


Date

Agreement Number: 90209

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00, for each such failure.

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

Mackay Sposito

Consultant (Firm Name)


Signature (Authorized Official of Consultant)


Date

Agreement Number: 90209

Exhibit G-4
Certificate of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 15.401 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4 submitted, either actually or by specific identification in writing, to the contracting officer or to the contracting officer's representative in support of On-call engineering services are accurate, complete, and current as of July 16th, 2018. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm: Mackay Sposito

Signature: Timothy M. Schauer

Print Name: Timothy M. Schauer

Title: President

Exhibit I

Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

Agreement Number: 90209

Step 5 Forward Documents to Local Programs

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

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

Exhibit J

Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

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

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

Agreement Number: 90209

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

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

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

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

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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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

E-VERIFY

Contractor shall register and enter into a Memorandum of Understanding (MOU) with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. Contractor shall ensure all Contractor employees and any sub-contractor(s) assigned to perform work under this Agreement are eligible to work in the United States. Contractor shall provide verification of compliance upon City request. Failure by Contractor to comply with this subsection shall be considered a material breach.

Initials:

Consultant



City



Accessibility for the Disabled

Any consulting services, whatsoever, provided for under the terms of this agreement shall comply with all local, State and Federal statutes applicable to the accessibility of the disabled, including but not limited to, the Architectural Barriers Act (ABA), Uniform Federal Accessibility Standards (UFAS), and Americans with Disabilities Act (ADA).

Initials:

Consultant



City




**Washington State
Department of Transportation**

Supplemental Agreement Number <u>1</u>	Organization and Address MacKay Sposito 1325 SE Tech Center Dr, #140 Vancouver, Washington 98683	
Original Agreement Number: C-90209		
Project Number N/A	Execution Date July 16, 2018	Completion Date July 15, 2023
Project Title On-Call Engineering Services	New Maximum Amount Payable \$550,000	
Description of Work Miscellaneous on-call engineering and other related professional services.		

The Local Agency of City of Vancouver desires to supplement the agreement entered into with MacKay Sposito and executed on July 20, 2018 and identified as Agreement No. C-90209. All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read: (No change)

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the completion of the work to read: July 15, 2023.

FOR CITY:
City of Vancouver

FOR CONTRACTOR:
Mackay Sposito

DocuSigned by:

75A9183485CA467...
Eric Holmes, City Manager

DocuSigned by:

72D0222E2301457...
Signature

6/2/2021
Date

President / CEO 5/24/2021
Title Date

ATTEST:
DocuSigned by:

B0F6734E40E04AE...
Natasha Ramras, City Clerk

APPROVED AS TO FORM:
DocuSigned by:

9A7DC2E31F694A2...
By: Jonathan Young, City Attorney



Supplemental Agreement Number <u>2</u>		Organization and Address MacKay Sposito 1325 SE Tech Center Dr, #140 Vancouver, Washington 98683	
Original Agreement Number: C-90209			
Project Number N/A		Execution Date July 16, 2018	Completion Date July 15, 2023
Project Title On-Call Engineering Services		New Maximum Amount Payable \$838,023.87	
Description of Work Miscellaneous on-call engineering and other related professional services.			

The Local Agency of City of Vancouver desires to supplement the agreement entered into with MacKay Sposito and executed on July 20, 2018 and identified as Agreement No. C-90209. All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read: (No change)

FOR CITY:
City of Vancouver

FOR CONTRACTOR:
Mackay Sposito

Eric Holmes, City Manager

Signature

Date

Title

Date

ATTEST:

Natasha Ramras, City Clerk

APPROVED AS TO FORM:

By: Jonathan Young, City Attorney



Staff Report: 101-22

TO: Mayor and City Council

FROM: Eric Holmes, City Manager

DATE: 8/8/2022

SUBJECT Renew subscription with Workday, Inc. for Payroll, Financial, and Human Resources software and services

Key Points

- The City conducted an RFP and selected Workday's cloud-hosted solution for the City's Payroll, Financial and Human Resources needs.
- The City entered into a 5-year contract with Workday effective in August 2017 that will expire in August 2022.
- The proposed software renewal agreement will continue to allow all City staff access to use the City's Payroll, Financial and Human Resources software systems.

Strategic Plan Alignment

N/A

Present Situation

The City currently used Workday's cloud-hosted software platform for Payroll, Financial, Human Resources, Learning, and Budgeting services. The current Workday 5-year contract expires in August 2022.

The City is requesting authorization to renew the 5-year software and services subscription agreement with Workday which covers the period from 8/25/2022 through 8/24/2027.

Advantage(s)

Continued use of the City's Payroll, Financial, Human Resources, Learning and Budgeting systems.

Disadvantage(s)

None.

Budget Impact

The 5-year cost for the Workday software and services subscription is \$3,851,625 including taxes. Workday software and services were included as an on-going expenditure in the City's budget when Workday was selected and implemented.

Prior Council Review

Staff Report No. 089-17: Approval of Contract with Workday, Inc., and Sierra-Cedar, Inc., for the Subscription and Implementation of Financial and HR/Payroll Software.

Action Requested

Authorize the City Manager or their designee to sign the Workday Order Form for the Workday, Inc. Master Subscription Agreement and the related forms for \$3,851,625 including tax, for the purchase of Financial, Payroll and Human Resources software and services.

Patrick Gilbride, Information Technology Director, 360-487-7650

ATTACHMENTS:

- ▢ Order Form
- ▢ Master Subscription Agreement



**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	3,399,920
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	
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						



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 Hall 415 W. 6 th Street
City, State, Zip Code	Vancouver, WA 98660
Country	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.



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

Name

Name

Title

Title

Date Signed

Date Signed

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.** Support (<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 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.



Procurement Services
 (360) 487-8430
 (360) 487-8433 fax
www.cityofvancouver.us
 Federal Tax ID No. 91-6001288

Purchase Order Number: 88229

Amendment No:

Page: 1

Date: 15-AUG-17

This Purchase Order number MUST appear on all invoices, packing lists, and correspondence related to this order.

Supplier:		Ship To:
WORKDAY INC 6230 STONERIDGE MALL RD PLEASANTON, CA 94588		
Submit Invoice To:	Promised Delivery Date:	
City of Vancouver Accounts Payable P.O. Box 1995 Vancouver, WA 98668 accpay@cityofvancouver.us	FOB:	FOB DESTINATION
	Payment Terms:	NET 30
	Buyer:	S Cramer
	Effective Dates:	25-AUG-17 to 24-AUG-22

If you have questions regarding this order, please contact:

Note to Supplier:	- THE SUPPLIER IS TO PROVIDE A SUBSCRIPTION FOR WORKDAY FOR CITY OF VANCOUVER INFORMATION TECHNOLOGY SERVICES PER THE ATTACHED WRITTEN AGREEMENT AND BY REFERENCE HERETO MADE A PART OF THIS PURCHASE ORDER. PROJECT MANAGER: SCOTT COOLEY
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See last page for Supplier Notes. Click or enter this URL http://www.cityofvancouver.us/psa_tc to access either the General terms and conditions (Rev. 05/2017) or the Professional Services terms and conditions (Rev. 05/2017), which is applicable to the issued Purchase Order, unless this is an amended Purchase Order.

PO Number: 88229					Page 1 of 1
Line	Description	Quantity	UOM	Unit Price	Amount
				Subtotal	\$3,104,845.00
				Sales Tax	
				Total	\$3,104,845.00

Authorized Signature: 
 (Kevin Yin)



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:

I. 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

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



MASTER SUBSCRIPTION AGREEMENT

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



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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



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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.

<u>To Workday:</u>	<u>To Customer:</u>
Workday, Inc.	City of Vancouver
Attn. General Counsel	
6230 Stoneridge Mall Road	Attn: Scott Cooley, IT Application Services Manager
Pleasanton, CA	P.O. Box 1995
94588	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).



MASTER SUBSCRIPTION AGREEMENT

“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.

**MASTER SUBSCRIPTION AGREEMENT**

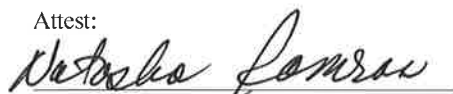
THE VALIDITY OF THIS AGREEMENT IS CONDITIONED ON WORKDAY RECEIVING A FULLY SIGNED COPY OF THIS AGREEMENT NO LATER THAN 5:00 PM PACIFIC TIME ON AUGUST 25, 2017. TO DELIVER THE AGREEMENT TO WORKDAY, PLEASE PROVIDE A SIGNED COPY TO YOUR MAIN WORKDAY CONTACT.

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

CITY OF VANCOUVER,
A municipal corporation


Eric Holmes, City Manager

Attest:


Lloyd Tyler, City Clerk
By: ~~Carrie Lewellen~~, Deputy City Clerk

Date:

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)



MASTER SUBSCRIPTION AGREEMENT

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.



MASTER SUBSCRIPTION AGREEMENT

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]



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.



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



DATA PROCESSING EXHIBIT

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.



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.



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:

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

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.



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.



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.



Workday Production Support and Service Level Availability Policy (SLA)

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.



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;



Security Exhibit

- 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



Security Exhibit

- 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.

VOUCHER APPROVAL

We, the undersigned council members of the City of Vancouver, Clark County, Washington, do hereby certify that the merchandise or services hereinafter specified have been received and that the vouchers listed below are approved for payment in the amount of:

\$ 13,130,508.19 this 8th day of August 2022.

DocuSigned by:
Anne McEnerny-Ogle
MAYOR

Cyndi A Turner
AUDITING OFFICER

DocuSigned by:
Ty Stib
COUNCILMEMBER

DocuSigned by:
W W
COUNCILMEMBER

DATE	INCLUSIVE CHECK NUMBERS	CHECK TOTAL
July 25, 2022 - July 31, 2022	Accounts Payable Checks (see attached)	\$ 9,610,434.89
July 25, 2022 - July 31, 2022	Hansen City Payments (see attached)	\$ 3,316.36
July 25, 2022 - July 31, 2022	Visa Refunds (see attached)	\$ 5,681.86
July 25, 2022 - July 31, 2022	Payroll Checks (see attached)	\$ 3,511,075.08
TOTAL		\$ 13,130,508.19

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Supplier Payment	Manual Wire	No Reference	7/21/2022	266,087.50	The Bank of New York Mellon Trust Company	
Supplier Payment	Manual Wire	No Reference	7/25/2022	243,718.66	Blue Cross Blue Shield of Oregon	
Supplier Payment	Manual Wire	No Reference	7/25/2022	6,080.58	ICMA 401A	
Supplier Payment	Manual Wire	No Reference	7/25/2022	233,798.46	ICMA Corp	
Supplier Payment	Manual Wire	No Reference	7/25/2022	683.00	Oregon SDU	
Supplier Payment	Manual Wire	No Reference	7/25/2022	50,307.15	State of Washington Department of Retirement System (PERS)	
Supplier Payment	Manual Wire	No Reference	7/25/2022	968.82	Vancouver Fire Command Officers	
Supplier Payment	Manual Wire	No Reference	7/25/2022	23,387.08	Vancouver Firefighters Union Health & Welfare Trust	
Supplier Payment	Manual Wire	No Reference	7/25/2022	17,350.80	Washington Dental Service	
Supplier Payment	Manual Wire	No Reference	7/25/2022	5,799.58	Washington SDU	
Supplier Payment	Manual Wire	No Reference	7/25/2022	18,400.00	Washington State Firefighters	
Supplier Payment	Manual Wire	No Reference	7/25/2022	17,967.84	Western States Health & Welfare Trust	
Supplier Payment	Manual Wire	No Reference	7/26/2022	991,649.53	Internal Revenue Service	
Supplier Payment	Manual Wire	No Reference	7/27/2022	8,230.46	Bank Of America N.A. - Remit-To: Charlotte NC	
Supplier Payment	Manual Wire	No Reference	7/27/2022	35,523.75	State of Oregon Department of Revenue	
Supplier Payment	Manual Wire	No Reference	7/27/2022	376,675.87	State of Washington Department of Revenue	
Supplier Payment	Manual Wire	No Reference	7/28/2022	93,463.21	Liberty Mutual Group Inc.	
Supplier Payment	Manual Wire	No Reference	7/28/2022	3,402.00	State of Washington Department of Licensing - Remit-To: DOL - Seattle Remit	
Supplier Payment	Manual Wire	No Reference	7/29/2022	2,778,750.00	Chicago Title Company of WA	
			Manual Wire Total	5,172,244.29		
Expense Payment	Direct Deposit	EFT-00156340	7/28/2022	476.72	Johnie Tucker	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00156341	7/28/2022	60.00	Amanda Delapena	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00156342	7/28/2022	45.74	Chad Eiken	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00156343	7/28/2022	147.17	LeMont Lucas	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00156344	7/28/2022	225.00	Josh Allan	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00156345	7/28/2022	163.80	Thor Tesdale	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00156346	7/28/2022	1,770.94	Aaron Murphy	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00156347	7/28/2022	125.00	Jim Bullinger	Employee Reimbursement
Expense Payment	Direct Deposit	EFT-00156348	7/28/2022	152.00	Jacob Sawyer	Employee Reimbursement
Cash Advance Payment	Direct Deposit	EFT-00156349	7/28/2022	217.62	Eric Holmes	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00156350	7/28/2022	407.00	Paul Whalen	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00156351	7/28/2022	147.50	Justin Box	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00156352	7/28/2022	106.50	Kim Harless	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00156353	7/28/2022	101.50	Diana Perez	Travel Advance
Cash Advance Payment	Direct Deposit	EFT-00156354	7/28/2022	147.50	Jason Haigwood	Travel Advance

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
			Direct Deposit Total	4,293.99		
Supplier Payment	EFT	EFT-00156266	7/25/2022	950.40	Vancouver Command Guild	
Supplier Payment	EFT	EFT-00156267	7/25/2022	24,316.77	IAFF Local #452	
Supplier Payment	EFT	EFT-00156268	7/25/2022	13,341.20	Allegiance Benefit Plan Management Inc	
Supplier Payment	EFT	EFT-00156269	7/25/2022	10,130.91	Vancouver Police Officer Guild	
Supplier Payment	EFT	EFT-00156270	7/25/2022	142.70	Legal Shield	
Supplier Payment	EFT	EFT-00156355	7/28/2022	2,166.00	Bonfire Interactive Ltd	
Supplier Payment	EFT	EFT-00156356	7/28/2022	686.09	Columbia West Engineering	
Supplier Payment	EFT	EFT-00156357	7/28/2022	2,851.25	Rapid Response Bio Clean Inc.	
Supplier Payment	EFT	EFT-00156358	7/28/2022	147.61	Harrys Key Service Inc	
Supplier Payment	EFT	EFT-00156359	7/28/2022	1,603.46	Del Sol Inc	
Supplier Payment	EFT	EFT-00156360	7/28/2022	53,870.40	State of Washington Auditor's Office	
Supplier Payment	EFT	EFT-00156361	7/28/2022	40.73	Ziply Fiber	
Supplier Payment	EFT	EFT-00156362	7/28/2022	2,911.54	Jacobs Engineering Group Inc	
Supplier Payment	EFT	EFT-00156363	7/28/2022	892.50	Atlas Technical Consultants LLC	
Supplier Payment	EFT	EFT-00156364	7/28/2022	20,339.63	Living Hope Church	
Supplier Payment	EFT	EFT-00156365	7/28/2022	5,045.25	George Elevator Service LLC	
Supplier Payment	EFT	EFT-00156366	7/28/2022	93,000.00	Proud Ground	
Supplier Payment	EFT	EFT-00156367	7/28/2022	57,472.00	Angelo Property Co., LP - Remit-To: Angelo Property Co., LP	
Supplier Payment	EFT	EFT-00156368	7/28/2022	274,923.42	Rotschy Inc	
Supplier Payment	EFT	EFT-00156369	7/28/2022	153,782.20	Share Inc	
Supplier Payment	EFT	EFT-00156370	7/28/2022	408,602.15	McDonald Excavating Inc	
Supplier Payment	EFT	EFT-00156371	7/28/2022	72,096.44	JH Kelly, LLC	
Supplier Payment	EFT	EFT-00156372	7/28/2022	14,910.07	Fire Systems West	
Supplier Payment	EFT	EFT-00156373	7/28/2022	2,869.20	Outsiderinn.org	
Supplier Payment	EFT	EFT-00156374	7/28/2022	19,158.73	MacKay Sposito Inc	
Supplier Payment	EFT	EFT-00156375	7/28/2022	1,134.00	Net Transcripts Inc	
Supplier Payment	EFT	EFT-00156376	7/28/2022	916,180.32	Lee Contractors LLC	
Supplier Payment	EFT	EFT-00156377	7/28/2022	804,692.03	Operations Management International Inc	
Supplier Payment	EFT	EFT-00156378	7/28/2022	5,149.00	C & J Contracting	
Supplier Payment	EFT	EFT-00156379	7/28/2022	5,153.24	Boys and Girls Clubs of Southwest Washington	
Supplier Payment	EFT	EFT-00156380	7/28/2022	5,045.00	Pitney Bowes Inc	
Supplier Payment	EFT	EFT-00156381	7/28/2022	283,922.56	Advanced Excavating Specialists LLC	
Supplier Payment	EFT	EFT-00156382	7/28/2022	2,100.00	JCI Jones Chemicals, Inc.	
Procurement Card Payment	EFT	EFT-00156383	7/28/2022	37,171.80	CoV JPM Procurement Card	Card #4865597900004699
Procurement Card Payment	EFT	EFT-00156384	7/28/2022	308.13	CoV JPM Procurement Card	Card #4865597900004699
			EFT Total	3,297,106.73		
Supplier Payment	Check	4887	7/25/2022	7,283.49	Aflac	
Supplier Payment	Check	4888	7/25/2022	4,852.20	AFSCME Local #307	
Supplier Payment	Check	4889	7/25/2022	700.00	IAM Local #1374	
Supplier Payment	Check	4890	7/25/2022	8,291.90	Life Insurance Company of North America	
Supplier Payment	Check	4891	7/25/2022	500.00	MFS Service Center Inc	
Supplier Payment	Check	4892	7/25/2022	3,847.16	OPEIU Local #11	
Supplier Payment	Check	4893	7/25/2022	704.00	Teamsters Local #58	
Supplier Payment	Check	4894	7/25/2022	66.22	U.S. Department of Treasury	
Supplier Payment	Check	4895	7/25/2022	280.00	UA Local #290	

INVOICE PAYMENTS REPORT

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Supplier Payment	Check	4896	7/25/2022	3,051.90	Western Conference of Teamsters	
Supplier Payment	Check	4897	7/25/2022	960.48	Western Metal Industry Pension Plan	
Ad Hoc Payment	Check	4898	7/27/2022	756.00	Adco Printing & Graphics	CIVICGOV - Refund on overpay Inv #77043317
Ad Hoc Payment	Check	4899	7/27/2022	76.84	Air Pro Heating	MPE-322659
Ad Hoc Payment	Check	4900	7/27/2022	140.00	Almer Living Trust	Utility Refunds: 0020023400-01
Ad Hoc Payment	Check	4901	7/27/2022	220.56	Amanda or Gabriel Basich	Utility Refunds: 0096045900-20
Ad Hoc Payment	Check	4902	7/27/2022	126.26	Anastasia Konovalova or Aleksandr Svistunov	Utility Refunds: 0067029722-05
Ad Hoc Payment	Check	4903	7/27/2022	227.00	Andrew Lombard	Refund for daycamp due to illness
Ad Hoc Payment	Check	4904	7/27/2022	363.00	Andrews,Phil	Utility Refunds: 0023045203-08
Ad Hoc Payment	Check	4905	7/27/2022	139.12	Anna Benson or Travis Sundseth	Utility Refunds: 0044019400-04
Ad Hoc Payment	Check	4906	7/27/2022	130.33	Backhouse,Max or Nancy	Utility Refunds: 0047089002-07
Ad Hoc Payment	Check	4907	7/27/2022	37.32	Bennett,Della	Utility Refunds: 0039009010-01
Ad Hoc Payment	Check	4908	7/27/2022	500.00	BJ Beverly Babcock	Fire LEOFF1 Pension Funeral Benefit
Ad Hoc Payment	Check	4909	7/27/2022	71.25	Bono,Joe S	Utility Refunds: 0146421200-01
Ad Hoc Payment	Check	4910	7/27/2022	1,065.66	Boudreau,Heather	Utility Refunds: 0103003020-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	4911	7/27/2022	225.40	Brott,Chelsea or Nathaniel	Utility Refunds: 0033079300-03
Ad Hoc Payment	Check	4912	7/27/2022	63.40	Brown,Susan	Utility Refunds: 0129002604-01
Ad Hoc Payment	Check	4913	7/27/2022	31.00	Bukreyev,Yuliana or Vitaliy	Utility Refunds: 0000003059-03
Ad Hoc Payment	Check	4914	7/27/2022	107.11	Butler,Christopher	Utility Refunds: 0012012100-01
Ad Hoc Payment	Check	4915	7/27/2022	156.29	Cascade Enterprise Solutions LLC	Utility Refunds: 0062000202-05
Ad Hoc Payment	Check	4916	7/27/2022	68.15	Catamount Properties 2018 LLC	Utility Refunds: 0005010200-06
Ad Hoc Payment	Check	4917	7/27/2022	253.43	Christina Gaub or George Woolfolk	Utility Refunds: 0025005400-12
Ad Hoc Payment	Check	4918	7/27/2022	95.78	Clark,Daniel	Utility Refunds: 0006074028-08
Ad Hoc Payment	Check	4919	7/27/2022	7,939.76	Columbia Tech Center LLC	SWR-322019
Ad Hoc Payment	Check	4920	7/27/2022	8,842.00	Columbia Tech Center LLC	WTR-322017
Ad Hoc Payment	Check	4921	7/27/2022	30.70	Dahl,Cynthia	Utility Refunds: 0000007889-05
Ad Hoc Payment	Check	4922	7/27/2022	50.68	Daniel Wasilewski & Kristin Adamczyk	Utility Refunds: 0003014300-12
Ad Hoc Payment	Check	4923	7/27/2022	29.62	David Vlasenko or Karina Livarchuck	Utility Refunds: 0500003421-02
Ad Hoc Payment	Check	4924	7/27/2022	156.69	Doden,David or Deborah	Utility Refunds: 0056040400-02
Ad Hoc Payment	Check	4925	7/27/2022	153.09	Dollar,Debra	Utility Refunds: 0016047300-02
Ad Hoc Payment	Check	4926	7/27/2022	112.25	Edwards,Michael	Utility Refunds: 0024045200-07
Ad Hoc Payment	Check	4927	7/27/2022	40.00	Elizabeth Reynolds	Refund: ovpymt citation 7202504820 & 7202504820
Ad Hoc Payment	Check	4928	7/27/2022	49.39	Eubanks,Marilyn	Utility Refunds: 0000007694-02
Ad Hoc Payment	Check	4929	7/27/2022	57.00	Fiesta Mexicana	REFUND - CIVICGOV ledger 13110
Ad Hoc Payment	Check	4930	7/27/2022	45.48	Finn,Gretchen	Utility Refunds: 0028018100-01
Ad Hoc Payment	Check	4931	7/27/2022	15,176.00	First Choice Excavating LLC	SCIP Payment First Choice Excavating Inv#154131
Ad Hoc Payment	Check	4932	7/27/2022	83.32	Gary Rowe or Janice Humphrey	Utility Refunds: 0046056904-03
Ad Hoc Payment	Check	4933	7/27/2022	23.96	George M Neffner III LP	Utility Refunds: 0000002186-01
Ad Hoc Payment	Check	4934	7/27/2022	137.95	Gillis,Dustin or Cynthia	Utility Refunds: 0045654039-04
Ad Hoc Payment	Check	4935	7/27/2022	362.00	Graaf,Charles E or Michelle K	Utility Refunds: 0141006032-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	4936	7/27/2022	39.99	Green,Trina	Utility Refunds: 0017029800-01
Ad Hoc Payment	Check	4937	7/27/2022	294.09	Gregory Apartments LLC	CMI-310828, CMI-310227, CMI-310049
Ad Hoc Payment	Check	4938	7/27/2022	251.00	Grengs,Nancy	Utility Refunds: 0057038948-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	4939	7/27/2022	17,902.50	Henco Plumbing Services LLC	SCIP Contractor Payment - Henco Inv.#27028125
Ad Hoc Payment	Check	4940	7/27/2022	405.32	James Schmeling	Claim Payment - DOL: 06/25/22 - Risk
Ad Hoc Payment	Check	4941	7/27/2022	99.24	Jamie Walston or John Sampson	Utility Refunds: 0107004932-04
Ad Hoc Payment	Check	4942	7/27/2022	55.04	Jennifer or Roosevelt Woods	Utility Refunds: 0096002200-10

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Ad Hoc Payment	Check	4943	7/27/2022	177.41	Jerry Porter or Gretchen Skeaton	Utility Refunds: 0159025400-01
Ad Hoc Payment	Check	4944	7/27/2022	8,460.00	Jorcody Restaurants Inc	REFUND - COVID-19 Surcharge Refund Program, Jorcody Restaurants Inc
Ad Hoc Payment	Check	4945	7/27/2022	50.00	JUNIOR KILAFWAKLUN	VOUCHER 2008679.030
Ad Hoc Payment	Check	4946	7/27/2022	422.00	Justice,Ann or Doug	Utility Refunds: 0027017001-03
Ad Hoc Payment	Check	4947	7/27/2022	147.72	Kalyn or Ryan Atkins	Utility Refunds: 0020005800-22
Ad Hoc Payment	Check	4948	7/27/2022	63.42	Ken or Ryoko Nash	Utility Refunds: 0106085000-06
Ad Hoc Payment	Check	4949	7/27/2022	54.41	Kirby,Chad	Utility Refunds: 0106010410-03 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	4950	7/27/2022	319.64	Kirschbaum,Sarah	Utility Refunds: 0000001229-03
Ad Hoc Payment	Check	4951	7/27/2022	57.00	Krispy Kreme	REFUND - CIVICGOV DUP PAYMENT INV#77042962
Ad Hoc Payment	Check	4952	7/27/2022	149.09	Krzysztof or Christina Wroblewski	Utility Refunds: 0000008676-02
Ad Hoc Payment	Check	4953	7/27/2022	102.65	Kurt Liao or Liwa Chen	Utility Refunds: 0163001222-04
Ad Hoc Payment	Check	4954	7/27/2022	76.32	Langnese,Pamela	Utility Refunds: 0020045100-07 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	4955	7/27/2022	63.49	Lenderman,Shawn	Utility Refunds: 0106015800-03
Ad Hoc Payment	Check	4956	7/27/2022	84.65	Little,Justin or Kari	Utility Refunds: 0009058900-02
Ad Hoc Payment	Check	4957	7/27/2022	100.00	Lynn Godfrey and Glenn Deal	Parking Refund \$100 - Godfrey/Deal Ledger 213110
Ad Hoc Payment	Check	4958	7/27/2022	34.41	Mark David Hosman	Utility Refunds: 0015005801-04
Ad Hoc Payment	Check	4959	7/27/2022	187.00	Martell,Karen	Utility Refunds: 0096003026-11
Ad Hoc Payment	Check	4960	7/27/2022	202.00	Mathov,Sarah or Israel	Utility Refunds: 0140005331-05
Ad Hoc Payment	Check	4961	7/27/2022	163.59	Matthew or Catherine Namee	Utility Refunds: 0000005691-03
Ad Hoc Payment	Check	4962	7/27/2022	155.00	McCuition,James or Nancy	Utility Refunds: 0061058000-10
Ad Hoc Payment	Check	4963	7/27/2022	424.32	McFarland,Mary J	Utility Refunds: 0072068700-03
Ad Hoc Payment	Check	4964	7/27/2022	78.32	McGreevey,Catherine	Utility Refunds: 0104100130-03
Ad Hoc Payment	Check	4965	7/27/2022	60.24	Mcray,Michael	Utility Refunds: 0107010180-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	4966	7/27/2022	100.00	Michael Mijokovic	600 SCIP LOAN REFUND - Mijokovic ledger 122124
Ad Hoc Payment	Check	4967	7/27/2022	98.50	Michael Polit	Refund Duplicate CPL Payment
Ad Hoc Payment	Check	4968	7/27/2022	234.00	Michele Cruse	Deposit Refund
Ad Hoc Payment	Check	4969	7/27/2022	80.19	Michelle or Ryan Nisle	Utility Refunds: 0003032100-06
Ad Hoc Payment	Check	4970	7/27/2022	87.94	Minchuk Investments LLC	Utility Refunds: 0022020704-07
Ad Hoc Payment	Check	4971	7/27/2022	42.68	Muzkya Trans LLC	Utility Refunds: 0106054004-07
Ad Hoc Payment	Check	4972	7/27/2022	162.99	Nancy Smith or Cameron Brothers	Utility Refunds: 0004040700-21
Ad Hoc Payment	Check	4973	7/27/2022	174.64	Nathaniel Seacat or Cherise Landry	Utility Refunds: 0000002317-03
Ad Hoc Payment	Check	4974	7/27/2022	246.00	Neffner III LP,George M	Utility Refunds: 0000002664-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	4975	7/27/2022	568.20	New Horizon's	New Horizon's Refund - \$568.20
Ad Hoc Payment	Check	4976	7/27/2022	70.47	O'Neill,Brian	Utility Refunds: 0000004325-03
Ad Hoc Payment	Check	4977	7/27/2022	91.00	Pacific Northwest Fire Protection, Inc	CIVICGOV- Cust. refund on dup. payment invoice #77043428
Ad Hoc Payment	Check	4978	7/27/2022	350.00	Parker Bauer	VPD Unclaimed Evidence Reimbursement
Ad Hoc Payment	Check	4979	7/27/2022	73.14	Pashales,Megan R	Utility Refunds: 0146405800-04
Ad Hoc Payment	Check	4980	7/27/2022	70.00	PCS Accounting Dept	Alarm Billing - Refund inv. #99458806/99465640
Ad Hoc Payment	Check	4981	7/27/2022	70.00	PCS Accounting Dept	Alarm Billing - Refund inv. #99466961/99472688
Ad Hoc Payment	Check	4982	7/27/2022	7.18	PCS Accounting Dept	REFUND - Alarm Billing PCS Idger 122125
Ad Hoc Payment	Check	4983	7/27/2022	40.00	PCS Accounting Dept	REFUND - Alarms Billing ledger 122125
Ad Hoc Payment	Check	4984	7/27/2022	1.66	Professional Credit	Professional Credit Refund - Trust Remittance Invoice 24100
Ad Hoc Payment	Check	4985	7/27/2022	61.62	Prominent Escrow Services	Reissue of check #24512 - (CK 578391 REPLACE chk 2453)
Ad Hoc Payment	Check	4986	7/27/2022	41.79	Prominent Escrow Services	Reissue of check #24511 - (CK 578133 REPLACE CHK 2454
Ad Hoc Payment	Check	4987	7/27/2022	31.18	Prominent Escrow Services	Reissue check #24513 - (Check 585086 REPLACE chk 12560)
Ad Hoc Payment	Check	4988	7/27/2022	168.10	PWM Investments Inc	Utility Refunds: 0019075000-21

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Ad Hoc Payment	Check	4989	7/27/2022	191.00	RACHAEL ROGERS	Activity transfer/refund
Ad Hoc Payment	Check	4990	7/27/2022	119.01	Ransom,Jacob or Kimberly	Utility Refunds: 0045027151-25
Ad Hoc Payment	Check	4991	7/27/2022	500.00	Raul Vergara Romano	Damage Deposit Refund
Ad Hoc Payment	Check	4992	7/27/2022	21.31	Ray,Mark	Utility Refunds: 0000009067-02
Ad Hoc Payment	Check	4993	7/27/2022	20.00	Rivermark Community Credit Union	REFUND - Alarm Billing Rivermark Com CU
Ad Hoc Payment	Check	4994	7/27/2022	202.45	Robertson and Olson Construction Inc	Utility Refunds: 0000008168-09
Ad Hoc Payment	Check	4995	7/27/2022	198.00	Robinson,Darci	Utility Refunds: 0026017200-13
Ad Hoc Payment	Check	4996	7/27/2022	49.00	Rod or Linda Harris	Utility Refunds: 0091051800-15
Ad Hoc Payment	Check	4997	7/27/2022	44.92	Roesch,Logan or Emily	Utility Refunds: 0106050750-04
Ad Hoc Payment	Check	4998	7/27/2022	25.00	Rose Marie Miller	Miller Refund \$25 - ledger 213110
Ad Hoc Payment	Check	4999	7/27/2022	187.00	Rosemary Morgan Harris	Utility Refunds: 0012036000-02 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	5000	7/27/2022	26.71	Rowland,Martha or Randal	Utility Refunds: 0062000202-05
Ad Hoc Payment	Check	5001	7/27/2022	130.14	Ruge,Alan or Lori	Utility Refunds: 0021083800-16
Ad Hoc Payment	Check	5002	7/27/2022	88.74	Sant,Bonnie or Claude	Utility Refunds: 0040002500-19 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	5003	7/27/2022	86.40	Schuldt,Shirley	Utility Refunds: 0048041044-03
Ad Hoc Payment	Check	5004	7/27/2022	118.55	Sean or Christine Hall	Utility Refunds: 0019030600-10
Ad Hoc Payment	Check	5005	7/27/2022	57.97	Signpost Homes Inc	Utility Refunds: 0107003014-03
Ad Hoc Payment	Check	5006	7/27/2022	48.87	Simms,Sandra	Utility Refunds: 0021014000-00
Ad Hoc Payment	Check	5007	7/27/2022	171.00	Simon,Preston	Utility Refunds: 0093044500-22 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	5008	7/27/2022	60.84	Smith,Colin or Stacy	Utility Refunds: 0057034606-01
Ad Hoc Payment	Check	5009	7/27/2022	163.00	Smith,James	Utility Refunds: 0023032928-03
Ad Hoc Payment	Check	5010	7/27/2022	63.58	Smith,Kirsten	Utility Refunds: 0161015030-07
Ad Hoc Payment	Check	5011	7/27/2022	136.41	Susan or Richard Green	Utility Refunds: 0000005691-03
Ad Hoc Payment	Check	5012	7/27/2022	77.36	Tatman,Mark or Angela	Utility Refunds: 0000002329-02
Ad Hoc Payment	Check	5013	7/27/2022	111.00	The Estate of Rejeanne L Mitchell	Utility Refunds: 0025032501-00
Ad Hoc Payment	Check	5014	7/27/2022	48.59	The Lee Family Trust	Utility Refunds: 0000003552-03
Ad Hoc Payment	Check	5015	7/27/2022	103.00	The Theodore and Marcelia Borland Revocable Trust	Utility Refunds: 0053078211-01 Consolidated refund created from multiple refunds
Ad Hoc Payment	Check	5016	7/27/2022	750.53	Thompson,Ronald	Utility Refunds: 0135000400-01
Ad Hoc Payment	Check	5017	7/27/2022	73.97	Treasure,Brandon or Jennifer	Utility Refunds: 0006001300-05
Ad Hoc Payment	Check	5018	7/27/2022	149.49	Truong,Tony	Utility Refunds: 0107003212-03
Ad Hoc Payment	Check	5019	7/27/2022	28.55	TYL Enterprises Inc	Utility Refunds: 0124008148-03
Ad Hoc Payment	Check	5020	7/27/2022	114.00	Vancouver Clinic	REFUND - CIVICGOV Cust overpay inv# 77042341AND 77042342
Ad Hoc Payment	Check	5021	7/27/2022	88.65	Wagner,Melissa or Ryan	Utility Refunds: 0000004826-04
Ad Hoc Payment	Check	5022	7/27/2022	149.45	Walker,Cassandra K	Utility Refunds: 0117050020-05
Ad Hoc Payment	Check	5023	7/27/2022	32.02	Walters,Justin	Utility Refunds: 0000005980-03
Ad Hoc Payment	Check	5024	7/27/2022	199.30	Westover,Angela or Mark	Utility Refunds: 0044077986-05
Ad Hoc Payment	Check	5025	7/27/2022	161.16	Whittle,Daniel	Utility Refunds: 0096061700-05
Ad Hoc Payment	Check	5026	7/27/2022	292.84	Wolfe,Bradley	Utility Refunds: 0065040100-19
Ad Hoc Payment	Check	5027	7/27/2022	126.71	Wooden,Gregg	Utility Refunds: 0048044621-02
Ad Hoc Payment	Check	5028	7/27/2022	51.85	Zamoshnikov,Yuriy or Mariella	Utility Refunds: 0040072330-05
Supplier Payment	Check	5029	7/27/2022	20,790.00	Action Onsite Inc	
Supplier Payment	Check	5030	7/27/2022	28.20	Airgas, Inc	
Supplier Payment	Check	5031	7/27/2022	61,065.00	Allcon LLC	
Supplier Payment	Check	5032	7/27/2022	334.00	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	Check	5033	7/27/2022	89.51	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	

INVOICE PAYMENTS REPORT

<u>Payment Category</u>	<u>Payment Type</u>	<u>Check Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Payment Payee</u>	<u>Payment Memo if applicable</u>
Supplier Payment	Check	5034	7/27/2022	1,381.25	Allegiance Benefit Plan Management Inc - Remit-To: Pensioners	
Supplier Payment	Check	5035	7/27/2022	4,160.00	Allegis Group Holdings Inc - Remit-To: TekSystems Inc - Atlanta	
Supplier Payment	Check	5036	7/27/2022	136.00	American Sani-Can	
Supplier Payment	Check	5037	7/27/2022	142.78	Aramark Uniform & Career Apparel LLC - Remit-To: Aramark - Pasadena	
Supplier Payment	Check	5038	7/27/2022	7,036.23	Arborscape Ltd Inc	
Supplier Payment	Check	5039	7/27/2022	2,791.09	Archaeological Investigations Northwest Inc	
Supplier Payment	Check	5040	7/27/2022	6,417.50	BERK Consulting, Inc	
Supplier Payment	Check	5041	7/27/2022	2,988.09	Blairco Inc	
Supplier Payment	Check	5042	7/27/2022	482.75	Bounce-N-Battle LLC	
Supplier Payment	Check	5043	7/27/2022	780.37	Bound Tree Medical LLC	
Supplier Payment	Check	5044	7/27/2022	250.00	Bretley Christie	
Supplier Payment	Check	5045	7/27/2022	10,159.35	Brown & Wilson Partnership LLC	
Supplier Payment	Check	5046	7/27/2022	46,319.50	Brown and Caldwell - Remit-To: Brown & Caldwell - San Francisco	
Supplier Payment	Check	5047	7/27/2022	11,650.00	Cascade Inn	
Supplier Payment	Check	5048	7/27/2022	3,645.00	CBG Communications Inc	
Supplier Payment	Check	5049	7/27/2022	712.49	Cellco Partnership - Remit-To: Cellco - Dallas	
Supplier Payment	Check	5050	7/27/2022	1,830.58	Cintas	
Supplier Payment	Check	5051	7/27/2022	15,645.78	City of Portland - Remit-To: City of Portland - General AR	
Supplier Payment	Check	5052	7/27/2022	399.00	City of Vancouver - Remit-To: COV Main	
Supplier Payment	Check	5053	7/27/2022	1,043.36	Clark County - Remit-To: Clark County - Treasurer Seattle	
Supplier Payment	Check	5054	7/27/2022	5,294.80	Clark County - Remit-To: Clark County - Treasurer Vancouver	
Supplier Payment	Check	5055	7/27/2022	10.00	Clark County - Remit-To: Reeta Fees	
Supplier Payment	Check	5056	7/27/2022	535.32	Clark Public Utility District No. 1	
Supplier Payment	Check	5057	7/27/2022	701.33	Clark Public Utility District No. 1	
Supplier Payment	Check	5058	7/27/2022	320.33	Clark Public Utility District No. 1	
Supplier Payment	Check	5059	7/27/2022	480.36	Clark Public Utility District No. 1	
Supplier Payment	Check	5060	7/27/2022	549.45	Clark Public Utility District No. 1	
Supplier Payment	Check	5061	7/27/2022	924.22	Clark Public Utility District No. 1	
Supplier Payment	Check	5062	7/27/2022	204.54	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	5063	7/27/2022	104.92	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	5064	7/27/2022	13.68	Comcast Holdings Corporation - Remit-To: Comcast Business - City of Industry	
Supplier Payment	Check	5065	7/27/2022	8,617.24	Copiers Northwest	
Supplier Payment	Check	5066	7/27/2022	1,635.10	Core and Main LP - Remit-To: Core and Main LP	
Supplier Payment	Check	5067	7/27/2022	602.07	Corporate Translation Services Inc	
Supplier Payment	Check	5068	7/27/2022	74.12	Covanta Sustainable Solutions LLC - Remit-To: Covanta - New York	
Supplier Payment	Check	5069	7/27/2022	19,256.25	David Corey PHD PC	
Supplier Payment	Check	5070	7/27/2022	8,497.31	Dell Marketing LP	
Supplier Payment	Check	5071	7/27/2022	415.18	Distinctive Landscape LLC	
Supplier Payment	Check	5072	7/27/2022	8,935.28	Esther Short Commons LLP	
Supplier Payment	Check	5073	7/27/2022	240.00	Evergreen Orchards LLC	
Supplier Payment	Check	5074	7/27/2022	11,600.00	Executive Diversity Services	

INVOICE PAYMENTS REPORT

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Supplier Payment	Check	5075	7/27/2022	8,113.77	Ferguson Enterprises - Remit-To: Ferguson - Dallas	
Supplier Payment	Check	5076	7/27/2022	152.77	Genuine Parts Company - Remit-To: NAPA - Los Angeles	
Supplier Payment	Check	5077	7/27/2022	450.80	Genuine Parts Company - Remit-To: NAPA - Vancouver	
Supplier Payment	Check	5078	7/27/2022	8,400.00	Genuine Senior Living	
Supplier Payment	Check	5079	7/27/2022	3,250.00	Geographic Technologies Group	
Supplier Payment	Check	5080	7/27/2022	1,013.36	Gray & Osborne Inc	
Supplier Payment	Check	5081	7/27/2022	17,541.56	GVP Ventures Inc	
Supplier Payment	Check	5082	7/27/2022	84,960.27	Halbert Construction Services LLC	
Supplier Payment	Check	5083	7/27/2022	1,232.60	Harper Houf Peterson Righellis Inc	
Supplier Payment	Check	5084	7/27/2022	27,365.11	H D Fowler Company Inc	
Supplier Payment	Check	5085	7/27/2022	18,058.48	Herrera Environmental Consultants Inc	
Supplier Payment	Check	5086	7/27/2022	1,131.39	Industrial Scientific Corporation - Remit-To: Industrial Scientific Corp - Pittsburgh	
Supplier Payment	Check	5087	7/27/2022	2,073.07	Inventus Media LLC	
Supplier Payment	Check	5088	7/27/2022	3,159.48	KBT Distributing LLC	
Supplier Payment	Check	5089	7/27/2022	17,553.09	Kittelson & Associates Inc	
Supplier Payment	Check	5090	7/27/2022	34,971.21	L.N. Curtis & Sons - Remit-To: Supplier L.N. Curtis & Sons	
Supplier Payment	Check	5091	7/27/2022	2,246.77	Level 3 Financing, Inc	
Supplier Payment	Check	5092	7/27/2022	36,670.90	Life Insurance Company of North America	
Supplier Payment	Check	5093	7/27/2022	12,110.12	Mackenzie Engineering Inc	
Supplier Payment	Check	5094	7/27/2022	4,904.80	Mallory Safety & Supply LLC	
Supplier Payment	Check	5095	7/27/2022	2,078.50	Maul Foster & Alongi Inc	
Supplier Payment	Check	5096	7/27/2022	3,610.70	Municipal Emergency Services Inc - Remit-To: Municipal Emergency Services - Chicago	
Supplier Payment	Check	5097	7/27/2022	600.00	Nagra & Atwal Corporation	
Supplier Payment	Check	5098	7/27/2022	4,626.88	National Park Service - Remit-To: National Park Service - Pearson Lease	
Supplier Payment	Check	5099	7/27/2022	570.74	Northwest Natural Gas Company - Remit-To: NW Natural - Portland	
Supplier Payment	Check	5100	7/27/2022	8,332.85	Northwest Staffing Resources Inc - Remit-To: NW Staffing - Portland	
Supplier Payment	Check	5101	7/27/2022	60,087.30	Parametrix, Inc	
Supplier Payment	Check	5102	7/27/2022	45.47	Passport Labs Inc. - Remit-To: Passport Labs Inc	
Supplier Payment	Check	5103	7/27/2022	6,942.50	PBS Engineering and Environmental Inc	
Supplier Payment	Check	5104	7/27/2022	2,202.55	Physio-Control Inc - Remit-To: Stryker Medical	
Supplier Payment	Check	5105	7/27/2022	19,177.37	Portland Mechanical Construction LLC	
Supplier Payment	Check	5106	7/27/2022	3,330.51	PPC Solutions Inc	
Supplier Payment	Check	5107	7/27/2022	668.58	Proforce Marketing Inc	
Supplier Payment	Check	5108	7/27/2022	4,184.31	RH2 Engineering, Inc.	
Supplier Payment	Check	5109	7/27/2022	500.00	Robert Leeland Young	
Supplier Payment	Check	5110	7/27/2022	2,379.50	Robinson Noble, Inc.	
Supplier Payment	Check	5111	7/27/2022	7,942.58	S & D Ironworks, Inc.	
Supplier Payment	Check	5112	7/27/2022	12,264.25	S & F Land Services Inc	
Supplier Payment	Check	5113	7/27/2022	56,983.66	San Diego Police Equipment Co Inc	
Supplier Payment	Check	5114	7/27/2022	375.00	Shiels Oblatz Johnsen, Inc	
Supplier Payment	Check	5115	7/27/2022	2,170.00	Shrums Pest Control	
Supplier Payment	Check	5116	7/27/2022	43,675.00	Southwest Washington Humane Society	

INVOICE PAYMENTS REPORT

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Supplier Payment	Check	5117	7/27/2022	120.00	Speed's Towing of Vancouver	
Supplier Payment	Check	5118	7/27/2022	181,304.41	State of Washington Department of Employment Security - Remit-To: State of Washington Department of Employment Security / Seattle	
Supplier Payment	Check	5119	7/27/2022	1,450.97	State of Washington Department of Transportation	
Supplier Payment	Check	5120	7/27/2022	11,919.78	Structured	
Supplier Payment	Check	5121	7/27/2022	1,139.25	Sunbelt Controls Inc - Remit-To: Sunbelt Controls - Pasadena	
Supplier Payment	Check	5122	7/27/2022	1,575.00	Synarchy Science LLC	
Supplier Payment	Check	5123	7/27/2022	4,000.00	Thales Consulting Inc - Remit-To: Supplier Thales Consulting Inc	
Supplier Payment	Check	5124	7/27/2022	542.50	Towing & Recovering Services Inc	
Supplier Payment	Check	5125	7/27/2022	2,881.25	Triple J Enterprises	
Supplier Payment	Check	5126	7/27/2022	65.92	United Parcel Service	
Supplier Payment	Check	5127	7/27/2022	5,100.40	Univar Solutions USA Inc - Remit-To: Supplier Univar Solutions USA Inc	
Supplier Payment	Check	5128	7/27/2022	651.04	W.B. Sprague Co. Inc.	
Supplier Payment	Check	5129	7/27/2022	1,584.30	Walter E Nelson Company	
Supplier Payment	Check	5130	7/27/2022	15,520.86	Waste Connections of Washington - Remit-To: Waste Connections - Vancouver	
Supplier Payment	Check	5131	7/27/2022	2,633.59	WSP USA Inc. - Remit-To: WSP USA Inc. Dallas	
Supplier Payment	Check	5132	7/27/2022	1,402.83	DCS Financial, Inc.	
			Check Total	1,136,789.88		
			Manual Wire Total	5,172,244.29		
			Direct Deposit Total	4,293.99		
			EFT Total	3,297,106.73		
			8/1/2022	3,316.36	City Payments	Posted 07-25-22 to 07-31-22
			Hansen Total	3,316.36		
			8/1/2022	4,371.56	Miscellaneous	Parks Class Refunds FCC 07-25-22 to 07-31-22
			8/1/2022	1,152.80	Miscellaneous	Parks Class Refunds MCC 07-25-22 to 07-31-22
			8/1/2022	157.50	Miscellaneous	Parks Class Refunds WREC 07-25-22 to 07-31-22
			VISA Total	5,681.86		
			Payroll Total	3,511,075.08		
			GRAND TOTAL	13,130,508.19		

City of Vancouver
Payroll Council Report
July 25, 2022 - July 31, 2022

Check No.	Date	Explanation	Amount
413 - 464	07/25/22	July 25th Payroll	\$ 27,941.13
154487 - 156265	07/25/22	July 25th Direct Deposits	\$ 3,367,182.04
n/a	07/25/22	07/25/22 NACHA Return	\$ (615.53)
465	07/26/22	Replacement for NACHA Return	\$ 615.53
466 - 513	07/29/22	7 2022 Pension Payroll	\$ 55,324.33
156385 - 156429	07/29/22	7 2022 Direct Deposits	\$ 60,627.58

\$ 3,511,075.08

Waterfront Gateway Update



Vancouver City Council

August 8, 2022

Patrick Quinton, Economic Development Director

John Collum, Economic Development Principal Planner

Presentation Outline

1. Site Overview
2. Selected Development Team
3. Current Master Site Plan and Renderings
4. Outreach and Engagement
5. Next Steps



Waterfront Gateway Site



Blocks
X, Y and Z
(from east to west)

Waterfront Gateway Project Selected Development Team



Perkins&Will

DESIGN ARCHITECT



ARCHITECT

PLACE

LANDSCAPE ARCHITECT



GENERAL CONTRACTOR /
AFFORDABLE HOUSING

West Block (X):

22,500 GSF street level retail

Market Residential

- 17,600 x 5 = 88,000 GSF residential
- 100 = apartments
- +10,000 GSF common space
- On shared podium

Affordable Residential

- 17,600 x 5 = 88,000 GSF residential
- 100 = apartments
- +10,000 GSF common space
- Standalone building

Flex Tech Timber Office Building

- 40,000 x 4 = 160,000 office
- On shared podium

Public Plaza

-425 parking stalls:

- 115 at grade (residential/public)
- 120 upper deck in podium (residential)
- 190 below grade (City requested 120)

Central Block (Y):

At Grade:

- 31,000 enclosed, programs per LPC 4/1 email

Above Grade:

- 39,000 x 5 = 195,000 GSF (220 apartments)

Below Grade:

- Parking for 120 cars

East Block (Z):

Convention Center

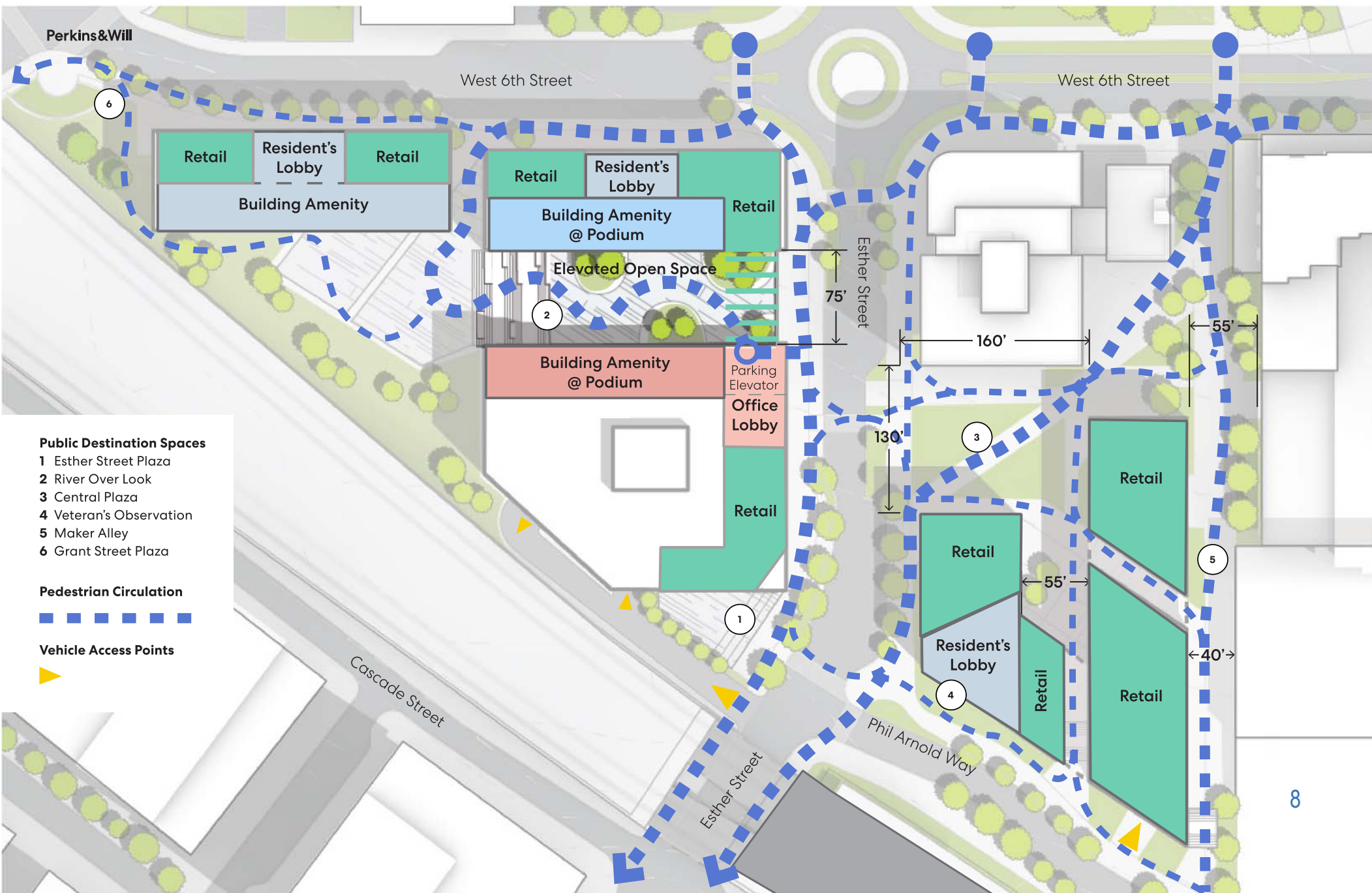
Totals, Blocks X+Y:

- Parking: 535 stalls
- Ground floor uses: 73,500 GSF
- Residential: 371,000 GSF (420 apartments)
- Office: 160,000 SF



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Public Destination Spaces

- 1 Esther Street Plaza
- 2 River Over Look
- 3 Central Plaza
- 4 Veteran's Observation
- 5 Maker Alley
- 6 Grant Street Plaza

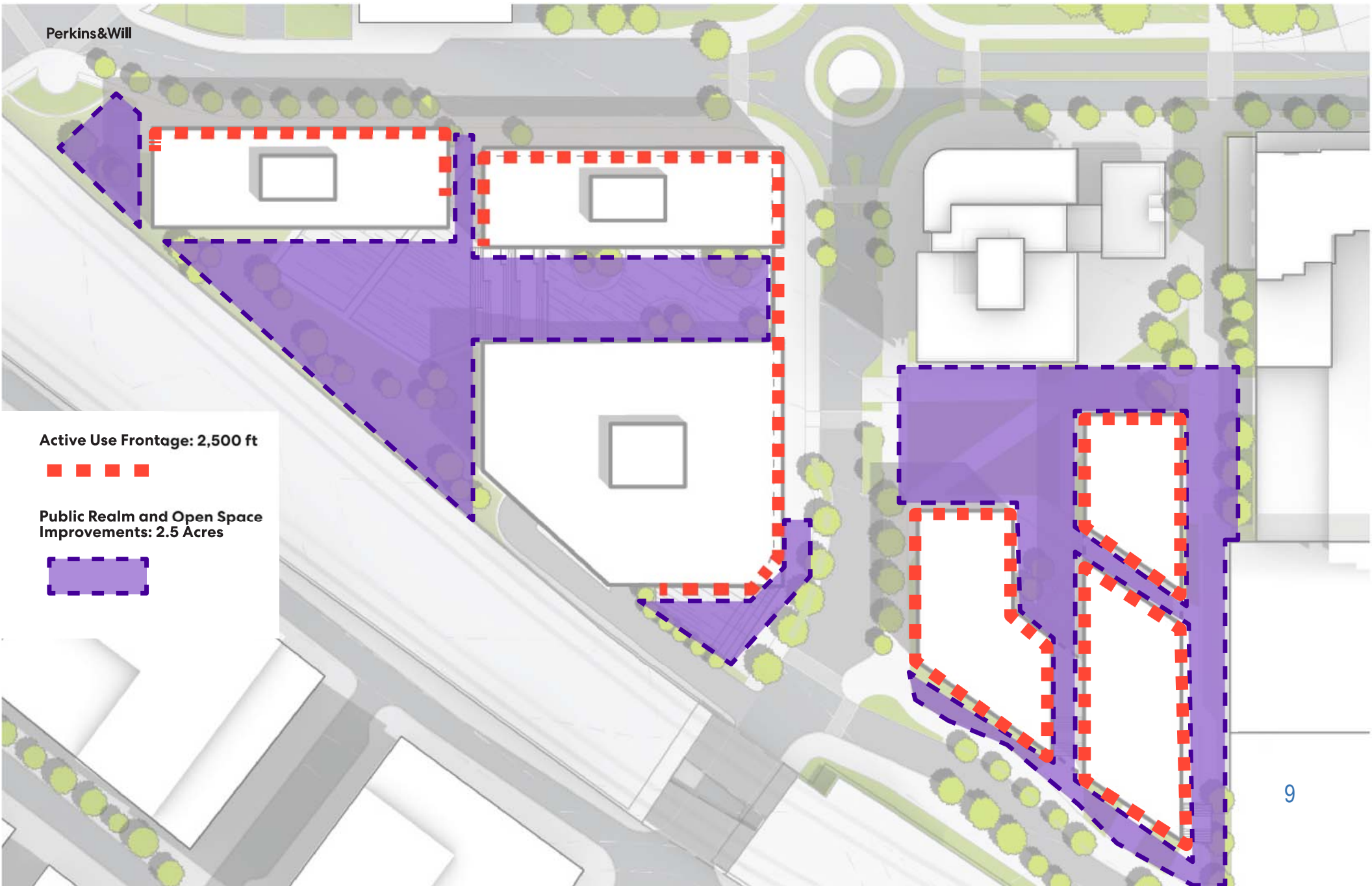
Pedestrian Circulation



Vehicle Access Points



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Active Use Frontage: 2,500 ft

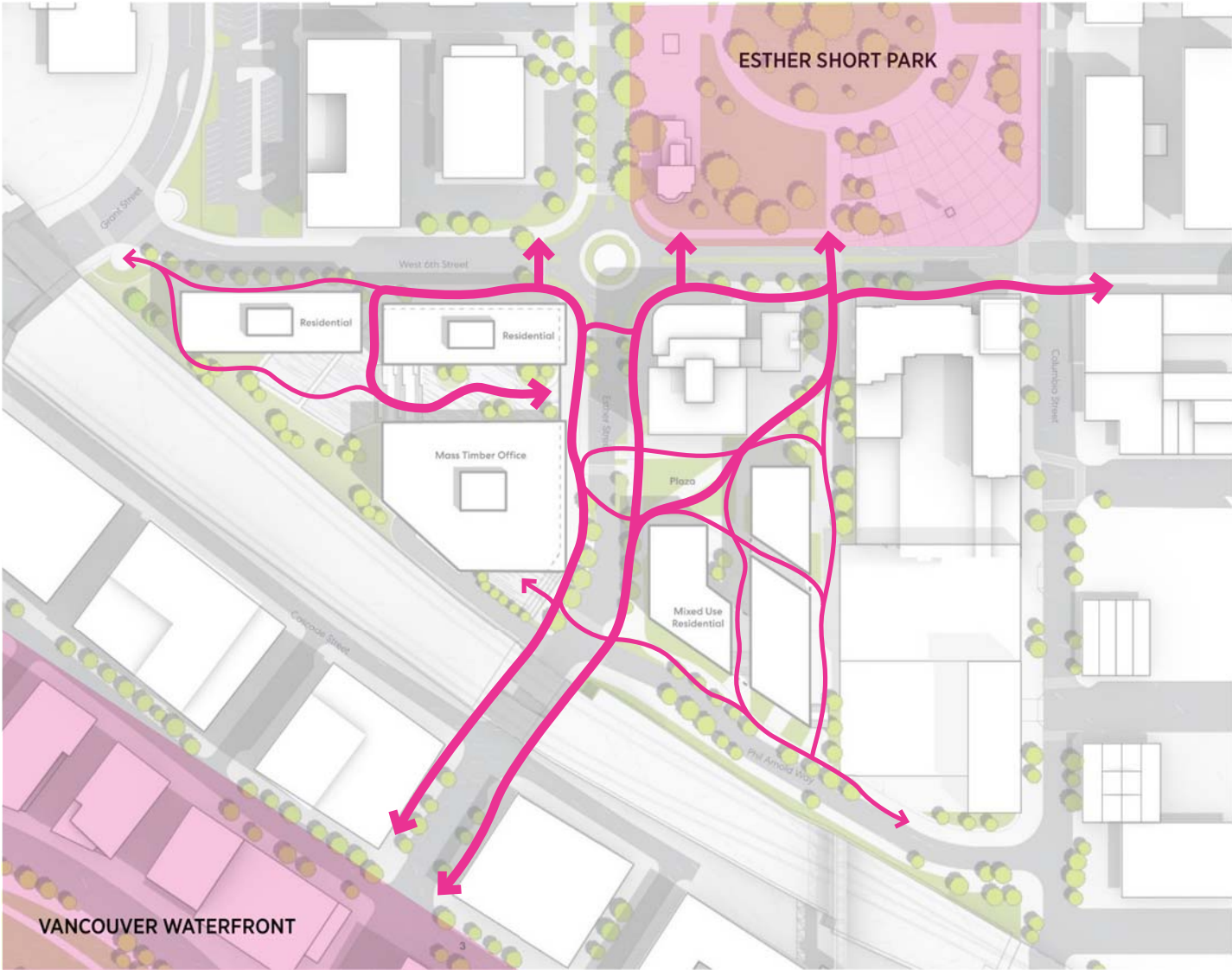


Public Realm and Open Space
Improvements: 2.5 Acres



DRAFT

CONNECTIVITY



DRAFT

LANTERN INSPIRATION

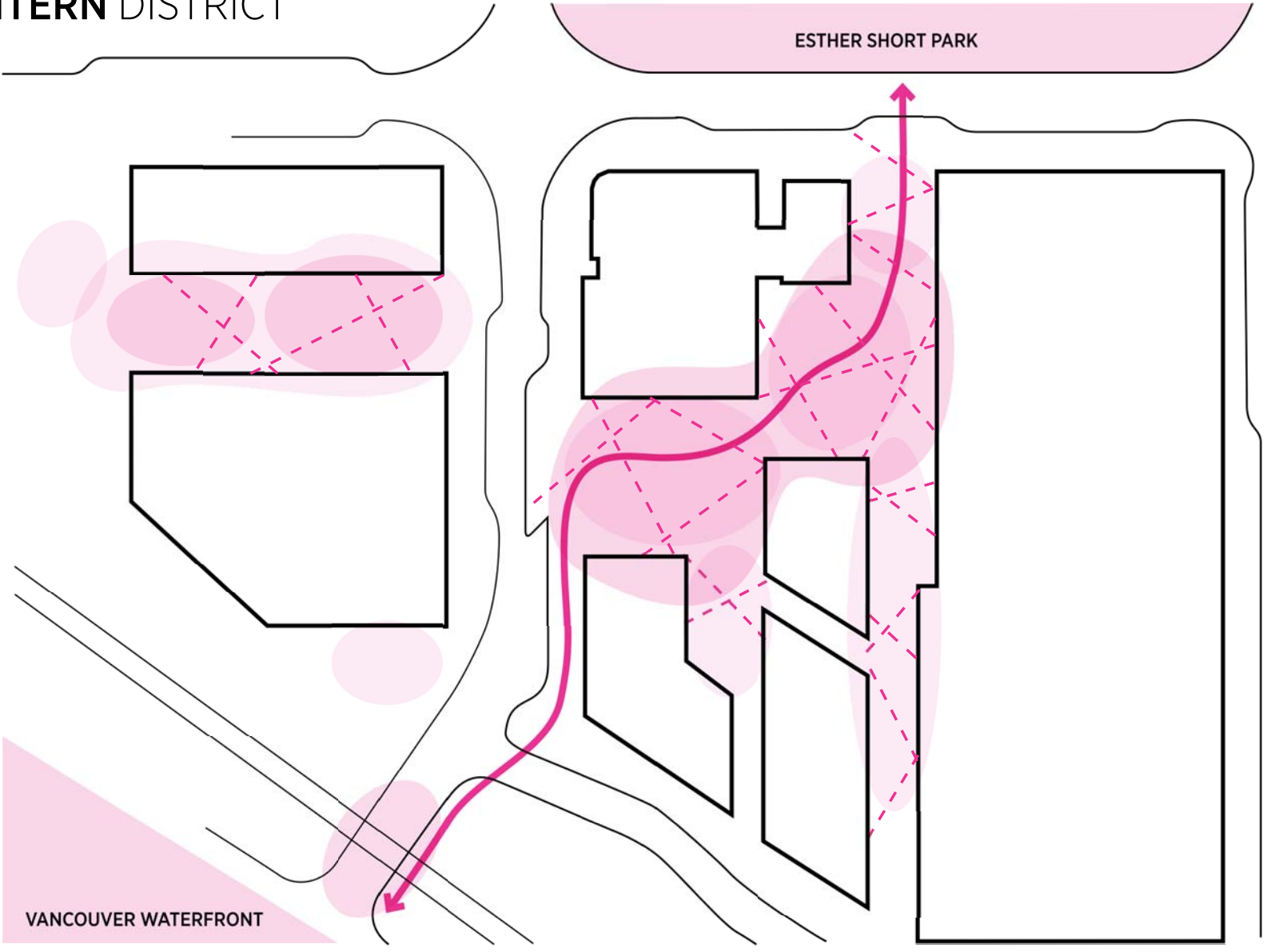


VANCOUVER CITY CENTER | LINCOLN PROPERTY COMPANY
JUNE 16, 2022

OTAK | PLACE

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LANTERN DISTRICT



DRAFT

LANTERN VIEWS



VANCOUVER CITY CENTER | LINCOLN PROPERTY COMPANY
JUNE 16, 2022

OTAK | PLACE

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LANTERN
 VIEWS



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LANTERN VIEWS

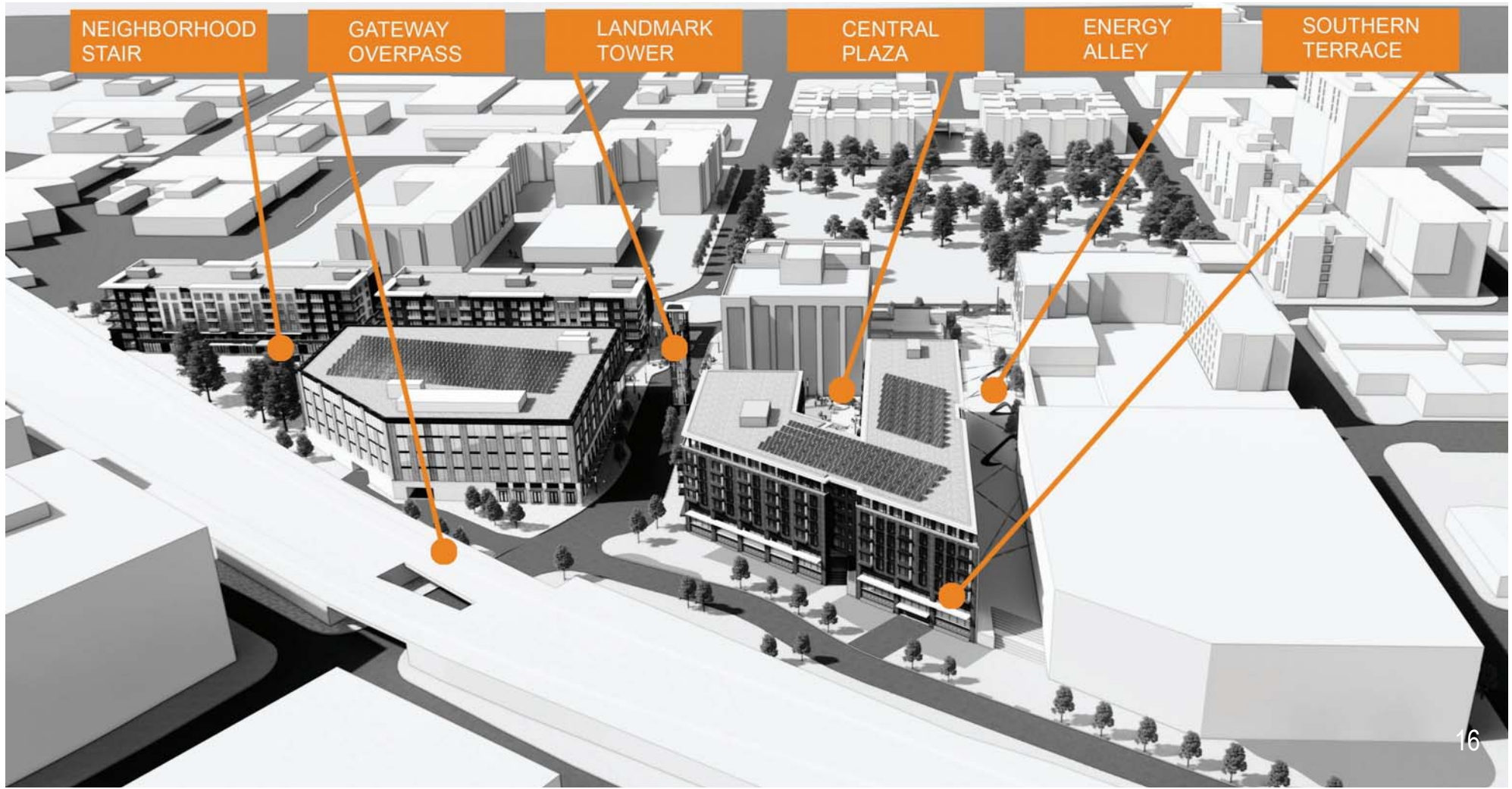


VANCOUVER CITY CENTER | LINCOLN PROPERTY COMPANY
JUNE 16, 2022

OTAK | PLACE

DRAFT

ZONES



DRAFT

RESIDENTIAL PARK



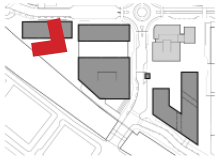
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VANCOUVER CITY CENTER | LINCOLN PROPERTY COMPANY
JUNE 16, 2022

OTAK | PLACE

DRAFT

NEIGHBORHOOD STAIR PERSPECTIVE



DRAFT

RESIDENTIAL PARK

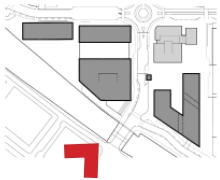


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JUNE 16, 2022

OTAK | PLACE

DRAFT

GATEWAY OVERPASS PERSPECTIVE



DRAFT

ESTHER STREET PERSPECTIVE



DRAFT

CENTRAL PLAZA PERSPECTIVE



DRAFT

ENERGY ALLEY PERSPECTIVE



SOUTHERN TERRACE PERSPECTIVE



Outreach and Engagement



Advisory
Committee
Feb 2022 –
Present



Targeted
Discussion
& Listening
Groups
July-August
2022



Community:
Online and
In-Person
August-
September
2022

Next Steps

1. Outreach and Engagement
 - a. Advisory Committee (on-going)
 - b. Targeted Discussion & Listening Groups (July-August 2022)
 - c. Community: Online & In-Person Open Houses (August-September 2022)
2. LPC West Master Site Plan Refinement (through early October 2022)
3. Continue and Finalize Disposition and Development Agreement (DDA) Negotiations (through October 2022)
4. CCRA Board Reviews and Recommends DDA (Fall 2022)
5. City Council Reviews and Takes Action on DDA (Fall 2022)